LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, MARCH 24, 2025

REGULAR MEETING – 7:00 PM

CLOSED SESSION - 6:00 PM

MEETING PARTICIPATION INFORMATION CAN BE FOUND AT THE END OF THE AGENDA

CIVIC CENTER MEETING HALL
CITY COUNCIL CHAMBERS
1016 S. LIVERMORE AVENUE

CITY OF LIVERMORE YOUTUBE CHANNEL:
https://www.youtube.com/c/CityofLivermoreCalifornia

TV29:
Comcast TV Channel 29
tv29live.org

John P Marchand, Mayor
Evan Branning, Vice Mayor
Ben Barrientos, Council Member
Steven Dunbar, Council Member
Kristie Wang, Council Member

1. CLOSED SESSION - 6:00 PM

- Roll Call
- Opportunity for the the Public to Address City Council Regarding Closed Session Items
- Adjourn to Closed Session

Note: This Closed Session my be continued to the end of the Regular Meeting.

1.1 Conference with Legal Counsel - Existing Litigation. To meet with legal counsel pursuant to Government Code section 54956.9(d)(1) to discuss litigation that has been formally initiated. (Two cases)

1. Alameda County Taxpayers' Association Inc, et al. v. Livermore, Alameda County Superior Court Case No. 23CV047436
2. Alameda County Taxpayers' Association Inc, et al. v. Livermore, Alameda County Superior Court Case No. 24CV058036

1.2 Conference with Labor Negotiators. To meet with the City's negotiators Tina Olson, Administrative Services Director, Kristen Hilton, Human Resources Manager, and Tim Davis, a partner with the law firm Burke, Williams, & Sorensen LLP pursuant to Government Code section 54957.6, regarding negotiations with the International Association of Fire Fighters, Local 1974, AFL-CIO-CLC.

1.3 Conference with Labor Negotiators. To meet with the City's negotiators Tina Olson, Administrative Services Director, Kristen Hilton, Human Resources Manager, and Tim Davis, a partner with the law firm Burke, Williams, & Sorensen LLP pursuant to Government Code section 54957.6, regarding negotiations with the International Association of Fire Fighters, Local 1974, Battalion Chief's Unit, AFL-CIO-CLC.

1.4 Conference with Labor Negotiators. To meet with the City's negotiators Tina Olson, Administrative Services Director, Kristen Hilton, Human Resources Manager, and Charles Sakai, a partner with the law firm Sloan, Sakai, Yeung and Wong LLP pursuant to Government Code section 54957.6, regarding negotiations with the Livermore Police Officers Association.

2. CALL TO ORDER

ROLL CALL

Council Member Ben Barrientos
Council Member Steven Dunbar
Council Member Kristie Wang
Vice Mayor Evan Branning
Mayor John Marchand

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation declaring March 2025 as March for Meals (#SaveLunch) Month, presented to

Carrie Oldes, Meals on Wheels Program Manager

Recommendation:
Staff recommends City Council declare March 2025 as March for Meals (#SaveLunch) Month.

Staff Report
Attachments:
1. Proclamation

3.2 2024 Climate Action Plan Progress Report, presented by Tricia Pontau, Sustainability Program Manager.

Recommendation:
Staff recommends the City Council receive a presentation on the 2024 Climate Action Plan Progress Report.

Staff Report
Attachments:
1. 2024 CAP Progress Report

4. OPEN FORUM

- In conformance with the Brown Act, no City Council action can occur on items presented during Open Forum.
- To provide public comment in person, please submit a speaker card. When your name is called, walk to the lectern to address City Council.
- Comments are limited to a maximum of 3 minutes per person, per item. The Mayor may reduce the amount of time based on the number of persons wishing to speak.
- Comments are limited to one comment per person per item regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).
- Open Forum will conclude after 30 minutes; however, if there are additional speakers, Open Forum will reconvene before the meeting adjourns.

5. CONSENT CALENDAR

Consent Calendar items are considered routine and are acted upon by the City Council with a single action. Members of the audience wishing to provide public input must submit a speaker card found at the entrance of the Council Chambers. A speaker is limited to a single comment with a maximum of three minutes for the entire Consent Calendar. If Consent Calendar items are pulled for discussion by the City Council, a speaker will be allowed one comment per item on the items pulled for discussion and a separate comment for the remaining Consent Calendar. The one comment limit applies regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).

5.1 Approval of draft minutes - March 3, 2025 Special Meeting and March 10, 2025 Regular Meeting.

Recommendation:

Staff recommends the City Council approve the draft minutes.

Staff Report
Attachments:
1. DRAFT 2025-03-03
2. DRAFT 2025-03-10

5.2 Resolution authorizing execution of an on-call architectural services agreement with Barry & Wynn Architects, Inc. in an amount not-to-exceed $500,0000 with a term ending December 31, 2029, to support various facility projects in the Capital Improvement Program.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an on-call architectural services agreement with Barry & Wynn Architects, Inc. in an amount not-to-exceed $500,000 with a term ending December 31, 2029, to support various facility projects in the Capital Improvement Program.

Staff Report
Attachments:
1. Project Locations
2. Resolution
3. Exhibit A - Agreement

5.3 Resolution approving the update to the City of Livermore Development Plan Check and Procedures Manual, which is used to review entitlement applications, final maps and improvements to the City's infrastructure, dated March 24, 2025, and delegating discretionary authority to the City Engineer to approve future revisions to the manual.

Recommendation:
Staff recommends the City Council adopt a resolution:
1. Approving the update to the City of Livermore Development Plan Check Manual dated March 24, 2025;
2. Granting the City Engineer, or their designee, discretionary authority to approve revisions to the City Development Plan Check and Procedures Manual, including any standards contained therein, in accordance with Government Code section 830.6 and with the Livermore Municipal Code section 2.68.595, preserving the City’s design immunities.
3. Authorizing the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

Staff Report
Attachments:
1. Resolution
2. Exhibit A -City of Livermore Development Plan Check and Procedures Manual - March 24, 2025

5.4 Resolution approving exceptions to the Livermore Municipal Code bidding requirements, authorizing issuance of a purchase order in an amount not-to-exceed $813,345 for Contech

Engineered Solutions, LLC, and authorizing issuance of a purchase order in an amount not-to-exceed $653,136 for StormTrap, LLC for full trash capture devices as part of the Storm Drain Trash Capture Project 2024-25.

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Approving an exception to the bidding requirement contained in Livermore Municipal Code Section 2.68.360.C2 because there is a compelling and justifiable reason, such as product standardization, to procure the required goods or services from a particular consultant, contractor, or vendor;
2. Approving an exception to the bidding requirement contained in Livermore Municipal Code Section 2.68.360.C1 because the supplies and equipment can only be obtained from one consultant, contractor, or vendor due to the proprietary, specialized, or unique character of the required goods or services;
3. Authorizing the City Manager to execute a purchase order in an amount not-to exceed $813,345 for Contech Engineered Solutions, LLC for full trash capture devices as part of the Storm Drain Trash Capture Project 2024-25; and
4. Authorizing the City Manager to execute a purchase order in an amount not-to exceed $653,136 for StormTrap, LLC for full trash capture devices as part of the Storm Drain Trash Capture Project 2024-25.

Staff Report
Attachments:
1. Vicinity Map
2. Resolution

5.5 Resolution authorizing the approval of Altamont Settlement Agreement Education Advisory Board's $628,665 Expenditure Plan for FY 2025-26

Recommendation:
Staff recommends the City Council adopt a resolution approving the Altamont Settlement Agreement Education Advisory Board's $628,665 Expenditure Plan for FY 2025-26.

Staff Report
Attachments:
1. 2024 Annual Report
2. Resolution
3. Exhibit A - 2025 Expenditure Plan

5.6 Resolution receiving the 2024 Annual Review of Military Equipment Report, determining that the equipment identified in the report complies with applicable standards, and authorizing the City of Livermore Military Equipment Ordinance 2.36.200 to be renewed and remain in effect.

Recommendation:
Staff recommends City Council adopt a resolution:

1. Accepting the 2024 Annual Military Equipment Report;
2. Determining that the equipment identified in the report complies with the City's policy and the statutory requirements; and

3. Determining that the policy set forth in Livermore Municipal Code section 2.36.200 Military Equipment Policy should be renewed and remain in effect.

Staff Report
Attachments:
1. 2024 LPD Military Equipment Inventory
2. Livermore Police Department Policy 709 - Military Equipment
3. Ordinance 2.36.200
4. Resolution
5. Exhibit A - 2024 Annual Military Equipment Report

5.7 Resolution authorizing a supplemental appropriation to the Fleet Fund 730 in the amount of $3,113,239 to complete the planned purchase of vehicles for FY 2024-25

Recommendation:
Staff recommends City Council adopt a resolution authorizing a supplemental appropriation to the Fleet Fund 730 in the amount of $3,113,239 to the FY 2024-25 to fund the planned purchase of the vehicles identified in the 25-year Fleet Replacement Plan.

Staff Report
Attachments:
1. FY 2024-25 Planned Vehicle Replacements
2. Resolution

5.8 Resolution authorizing execution of an Affordable Housing Loan Agreement, an Affordable Housing Regulatory Agreement, a Ground Lease and all other related documents authorized and described in those agreements with Pac Avenue, L.P. and appropriating $5,000,000 in State Local Housing Trust Funds (LHTF) and $1,500,000 in City Affordable Housing Trust Funds for the development loan for the development of the Pacific Avenue Senior Apartments Phase 1.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing:
1. The City Manager, or her designee, to execute an Affordable Housing Loan Agreement, an Affordable Housing Regulatory Agreement and all other related documents authorized and described in those agreements, substantially in the forms attached to the resolution as Exhibits A and B, respectively, with Pac Avenue, L.P. for the development of the Pacific Avenue Senior Apartments Phase 1, with authorization for the City Attorney to approve minor changes and final form;
2. An appropriation of $5,000,000 in State Local Housing Trust Funds (LHTF) and $1,500,000 in City Affordable Housing Trust Funds, totaling $6,500,000 to Pac Avenue, L.P. for the Development Loan;
3. The City Manager to execute a Ground Lease with Pac Avenue, L.P., substantially in the form attached to the resolution as Exhibit C, including the HUD addendum to Ground Lease, and all related documents referred to in and necessary to carry out that agreement, subject to final approval of terms and form by the City Attorney; and
4. The City Manager to execute a City-County Subordination Agreement with Alameda County, and a Subordination Agreement with First Citizen's Bank and Trust Company, a

Modification and Subordination Agreement and a Capital Advance Mixed-Finance Program Use Agreement with the U.S. Department of Housing and Urban Development, substantially in the forms attached to the resolution as Exhibits D, E, F and G, respectively, and subject to the City Attorney's final approval of terms and form.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Loan Agreement
3. Exhibit B - Regulatory Agreement
4. Exhibit C - Ground Lease
5. Exhibit D - City/County Subordination
6. Exhibit E - First Citizen's Subordination
7. Exhibit F - Modification and Subordination
8. Exhibit G - HUD Use Agreement

5.9 Resolution amending the City of Livermore Salary Plan dated March 2025 in accordance with California Code of Regulations, Title 2, Section 570.5 to provide 5% salary increases for positions the City has had challenges with recruitment and retention

Recommendation:
Staff recommends adopting a resolution amending the City of Livermore Salary Plan dated March 2025 in accordance with California Code of Regulations, Title 2, Section 570.5.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Salary Plan effective March 2025

6. PUBLIC HEARINGS

Comments are limited to one comment per person per item regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).

6.1 Hearing to consider the 2024 Housing Element Annual Progress Report, which tracks the City's progress towards implementing the Housing Element of the General Plan and meeting its Regional Housing Needs Allocation (RHNA), pursuant to Government Code Section 65400.

Recommendation:
Staff recommends the City Council adopt a resolution accepting the 2024 General Plan Housing Element Annual Progress Report.

Staff Report
Attachments:
1. 2024 Affordable For-Sale Prices and Rental Rates
2. 2024 Building Permit and Housing Applications Summary
3. 2024 RHNA Progress
4. Resolution

5. Exhibit A - 2024 Annual Progress Report

7. MATTERS FOR CONSIDERATION - NONE

Comments are limited to one comment per person per item regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).

8. COUNCIL COMMITTEE REPORTS AND MATTERS INITIATED BY CITY MANAGER, CITY ATTORNEY, AND COUNCIL MEMBERS

9. ADJOURNMENT

To a Regular City Council meeting on Monday, April 14, 2025 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

10. SUPPLEMENTAL MATERIALS

10.1 Supplemental materials received prior to the meeting.

Staff Report
Attachments:
1. Supplemental Materials

11. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

You can participate in the meeting in a number of ways:

Open Forum is an opportunity for the public to speak regarding items not listed on the agenda. Speakers are limited to a maximum of 3 minutes per person. To address the City Council in person, you must submit a speaker card to the City Clerk prior to the start of that item. Please note that the City Council is prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the City Council may place it on a future agenda or direct staff to work with you and/or report to the City Council on the issue.

Public Hearings - The topic of the hearing is typically summarized by staff, followed by a presentation by the applicant, and questions from the City Council. The Mayor will then open the hearing to the public and offer an opportunity for public comments. Speakers are limited to a maximum of 3 minutes per person. To address the City Council in person, you must submit a speaker card to the City Clerk prior to the start of the presentation of the item.

Other Agenda Items are also open for public input including Consent Calendar or Matters for Consideration items. These comments are also subject to the 3-minute limit.

Special Meetings, Workshops - The public will have the opportunity to address the City Council regarding the item that is the subject of the special meeting or workshop. Public comments are limited to a maximum of 3 minutes per person.

Platforms to Participate in Meetings:

Submission of Comments Prior to the Meeting:

Email Comments may be submitted by the public to the City Clerk's Office (cityclerk@LivermoreCA.gov). Items received no later than 12:00 pm on the day of the meeting will be provided to the City Council and available on the City website prior to the meeting. These items will NOT be read into the record.

eComments may be submitted by the public using the eComment link here. Comments may be up to 1000 characters in length and will be accepted up until 4:00 pm the day of the meeting. These items will NOT be read into the record and are viewable by the City Council and the public upon submittal.

Submission of Comments During the Meeting:

Speakers are limited to a maximum of 3 minutes per person. To submit a comment you must complete a speaker card for each item. Speaker cards are available in the Civic Center Meeting Hall lobby. Indicate on the card the item number you wish to comment on and submit the card directly to the City Clerk prior to the start of the item. Please note that the City Council is prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the City Council may place it on a future agenda or direct staff to work with you and/or report to the City Council on the issue.

The City will be using YouTube and TV29 as two tools to provide the public access to view City Council meetings. No public comment will be accepted via YouTube.

TV29: tv29live.org Comcast Cable 29

YouTube: http://youtube.com/c/CityofLivermoreCalifornia

If you would like to deliver written materials to the City Council as part of your public comment, please provide 10 copies to the City Clerk with your speaker card.

The **City Council Agenda and Agenda Reports** are prepared by City staff and are available for public review on Tuesday evening, six days prior to the City Council meeting in the Civic Center Library, 1188 South Livermore Avenue, Livermore, and at the City Clerk's Office, 1052 South Livermore Avenue, Livermore. The Agenda is also available on the City's website, http://LivermoreCA.gov/agenda.

Under Government Code §54957.5, any **supplemental material** distributed to the members of the City Council after the posting of this agenda will be available for public review in the City Clerk's Office, 1052 South Livermore Avenue, Livermore, and included in the agenda packet available on the City's web site at http://LivermoreCA.gov/agenda.

PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (CODIFIED AT 42 UNITED STATES CODE SECTION 12101 AND 28 CODE OF FEDERAL REGULATIONS PART 35), AND SECTION 504 OF THE REHABILITATION ACT OF 1973, THE CITY OF LIVERMORE DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, ANCESTRY, SEX, DISABILITY, AGE OR SEXUAL ORIENTATION IN

THE PROVISION OF ANY SERVICES, PROGRAMS, OR ACTIVITIES. TO ARRANGE AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING, PLEASE CONTACT THE ADA COORDINATOR AT ADACOORDINATOR@LIVERMORECA.GOV OR CALL (925) 960-4170 (VOICE) OR (925) 960- 4104 (TDD) AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE MEETING.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.1**

DATE: March 24, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Proclamation declaring March 2025 as March for Meals (#SaveLunch) Month, presented to Carrie Oldes, Meals on Wheels Program Manager

RECOMMENDED ACTION

Staff recommends City Council declare March 2025 as March for Meals (#SaveLunch) Month.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Stephanie Egidio
Assistant to the City Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Proclamation

of the

City of Livermore

Declaring

MARCH FOR MEALS (#SAVELUNCH) MONTH

March 2025

WHEREAS, *on March 22, 1972, President Richard Nixon amended the Older Americans Act of 1965, establishing a national nutrition program for seniors 60 years and older; and '*

WHEREAS, *Meals on Wheels America established the #EndTheWait campaign to recognize this historic month, the importance of the Older Americans Act Nutrition Program, both congregate and home-delivered, and raise awareness about the escalating problem of senior hunger in America; and*

WHEREAS, *in partnership with Stanford Health Care Tri-Valley, the Spectrum Community Services' Meals on Wheels Program in Livermore has served the community admirably for over 30 years. Last year, Spectrum Community Services delivered over 35,418 nutritious meals to more than 240 homebound seniors throughout the City of Livermore, allowing those seniors to remain residing in their own homes and age with dignity; and*

WHEREAS, *approximately 45 dedicated volunteers for Spectrum Community Services' Meals on Wheels Program spend over 4,480 hours each year in Livermore. These volunteers are the backbone of the program delivering nutritious meals to seniors and individuals with disabilities and providing caring concern and attention to their welfare; and*

WHEREAS, *the Spectrum Community Services' Meals on Wheels Program helps seniors maintain health and independence, preventing unnecessary falls, hospitalizations, and premature institutionalization; and serves as a powerful socialization opportunity for many Livermore seniors, combating the negative health effects and economic consequences of loneliness;*

NOW, THEREFORE, *the City Council of the City of Livermore proclaims March 2025 as the 23rd Annual March for Meals (#SaveLunch) Month and urges residents to volunteer, donate and honor the Meals on Wheels programs, the seniors they serve and the volunteers who care for them. Furthermore, the City Council thanks staff and volunteers with Spectrum Community Services in their efforts to combat senior hunger and isolation in Livermore and the Tri-Valley community.*

Mayor John Marchand

Vice Mayor Evan Branning

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

Council Member Ben Barrientos

Council Member Steven Dunbar

Council Member Kristie Wang

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.2**

DATE: March 24, 2025

TO: Honorable Mayor and City Council

FROM: Paul Spence, Assistant City Manager

SUBJECT: 2024 Climate Action Plan Progress Report, presented by Tricia Pontau, Sustainability Program Manager.

RECOMMENDED ACTION

Staff recommends the City Council receive a presentation on the 2024 Climate Action Plan Progress Report.

SUMMARY

DISCUSSION

ATTACHMENTS

1. 2024 CAP Progress Report

Prepared by: Tricia Pontau
Sustainability Program Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director



LIVERMORE
CALIFORNIA

Climate Action Plan
PROGRESS REPORT
2024

ATTACHMENT 1

Introduction

THIS REPORT SUMMARIZES THE CITY'S PROGRESS DURING THE SECOND YEAR OF CLIMATE ACTION PLAN IMPLEMENTATION.

The City of Livermore (City) adopted an updated Climate Action Plan (CAP) on November 28, 2022. The 2022 CAP was the first comprehensive update to the City's climate strategy since the first CAP in 2012.

The CAP outlines strategies to prepare Livermore for climate change impacts, reduce communitywide greenhouse gas emissions, and establish Livermore as a leader in climate action. The City prepared the CAP in collaboration with technical consultants, key stakeholders, a citizens advisory committee, and the Livermore community.

The CAP calls for the City to prepare annual reports to monitor implementation progress. **Updates to the greenhouse gas emissions inventory are conducted every two years.** The next inventory update will be included in the 2025 annual report.

Follow along on Instagram!

The City launched a new Instagram account to share the latest updates on all things climate action.

@LIVERMORERESILIENT



Civic Center solar array

Quick Numbers

331
permits approved for solar panels
(5.7MW total)

49
permits approved for EV chargers
(63 chargers total)

215
permits approved for heat pumps
(132 HVAC & 83 water heater)

328
all-electric housing units under construction

10
electric and hybrid vehicles added to the City fleet

26,800
gallons of renewable diesel used in combustion fleet vehicles

73
new trees planted by the City

5,000
cubic yards of organic mulch spread

27,000
sq ft of turf grass converted to drought-friendly landscaping

205
acres of open space secured for conservation

2.4
miles of new buffered bike lanes

300M
gallons of recycled water distributed

2024 Highlights

SOLAR EV CHARGERS

The City installed two solar-powered EV chargers at the Civic Center Campus. The units are independent from the grid and have a battery that can be used as backup power during emergencies.





ELECTRIC & HYBRID FLEET VEHICLES

The City continued efforts to transition to a clean vehicle fleet. In 2024, the City added 6 Ford F150 Lightning electric trucks, 2 Toyota RAV4 hybrid SUVs, and 2 KIA Sportage hybrid SUVs to its fleet.



NASA MOON TREE

Quest Science gifted the City a giant sequoia sapling tree that traveled around the moon on NASA's Artemis I mission in 2022. The tree, named "Luna" by local students, was planted behind the Civic Center Library.





BEACON AWARD

The City received the 2024 Beacon Spotlight Award for Sustainability Best Practices from the Institute for Local Government. The award recognizes voluntary action by cities to address climate change and create sustainable communities.



OUTREACH EVENTS

City staff promoted climate action efforts at events like the Innovation Tri-Valley Energy Summit, the Tri-Valley Innovation Fair, the City's 4th of July event, and Farmers Markets.





CLIMATE LITERACY

The City supported a student-led initiative to expand climate literacy in local schools. The City will provide opportunities for students to gain real-world experience in local climate projects.



HEAT MAPPING

The City partnered with Quest Science and local high school students to conduct heat mapping surveys across Livermore using mobile and stationary sensors. The data will be used to identify and target cooling strategies such as tree planting.





ORGANIC WASTE

The City spread over 2,000 tons of organic mulch at the airport to reduce maintenance costs, distributed 4,700 bags of free compost to residents, and opened a new compost hub at Crosswinds Church.



CARBON GARDEN

The City converted turf grass at City Hall to a “carbon garden.” The garden features plant species that are being studied by researchers at LLNL for their ability to store carbon in the soil.





REUSABLE FOODWARE

The City conducted a reusable foodware survey, hosted two community workshops, and held a zero waste employee event using all reusable foodware.



OPEN SPACE CONSERVATION

The City acquired two properties totaling over 200 acres that will be preserved as open space.



STORM REPAIRS

The City continued to repair damage from the 2022 storms. Sediment and debris was removed from the Airway Blvd Culvert; an exposed storm drain was restored and the bank was stabilized along part of the Arroyo Mocho Trail.



WILDFIRE RISK ASSESSMENT

Livermore-Pleasanton Fire Department completed a study to analyze and prioritize risks within the community, including an assessment of wildfire vulnerabilities and impacts.



EAST AVENUE IMPROVEMENTS

The City completed the East Avenue Demonstration Project, which added curb extensions, medians, and high-visibility crosswalks to East Avenue. The final report will be reviewed by City Council in 2025.



CARBON CAPTURE PILOT

The City kicked off a pilot project at the Water Reclamation Plant to test new technology that captures CO_2 from biogas and converts it into chemicals used for water treatment.

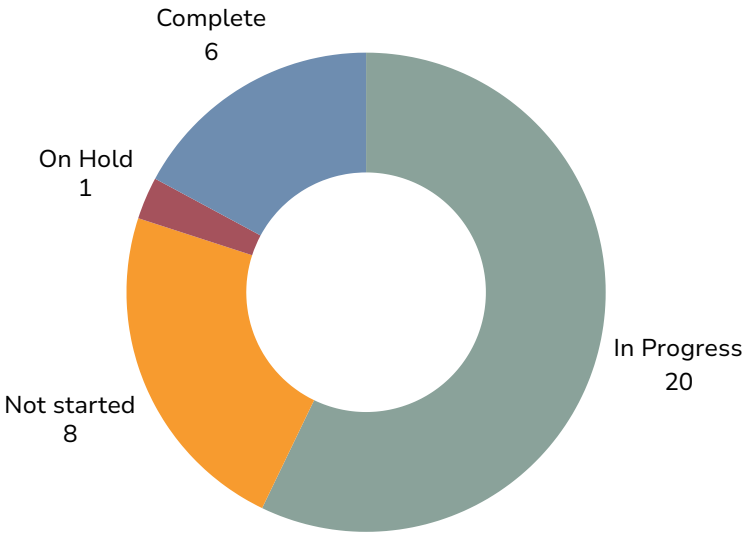


Status of Priority Actions

The Climate Action Plan identified 35 priority actions on which to focus during the first five years of implementation. The priority actions were selected because they were critical to jumpstart and sustain CAP implementation, were cost-effective with feasible steps to significantly reduce emissions and improve resilience, and were aligned with existing efforts and available resources in the city, region, and state.

The following section documents the status of priority actions. Also identified are non-priority actions that the City has made progress on based on available resources.

5-YEAR PRIORITY ACTIONS



BUILDINGS & ENERGY

	Action	Start Date in CAP*	Status
Priority Actions			
B-1.1	Require new construction to be all-electric	In Progress	Complete
B-1.2	Incentivize electric retrofits in existing buildings	2026-Q1	Not Started
B-1.3	Conduct a cost analysis and feasibility study for existing building electrification requirements	2024-Q1	Not Started
B-2.1	Opt-up community Ava Community Energy accounts to 100 percent renewable electricity	2023-Q1	On Hold
B-2.4	Explore hydrogen and renewable fuel opportunities	2023-Q1	In Progress

WASTE & MATERIALS

	Action	Start Date in CAP	Status
Priority Actions			
W-1.1	Implement the requirements of Senate Bill 1383	In Progress	In Progress
W-2.1	Raise awareness for low-carbon and recycled building materials	2024-Q1	Not Started
W-2.2	Explore standards for new construction that limit embodied carbon emissions	2024-Q1	Not Started
Non-Priority Actions			
W-1.2	Maintain or exceed the City's solid waste diversion goal	Not Identified	Ongoing
W-1.4	Improve waste management in commercial industries	Not Identified	In Progress

Each priority action had an anticipated start date in the CAP. Actions already underway at the time of CAP adoption were identified as **In Progress. Non-priority actions were not assigned a start date in the CAP and are noted as **Not Identified**.*



TRANSPORTATION & LAND USE

	Action	Start Date in CAP	Status
Priority Actions			
T-1.1	Expand EV infrastructure to support EV adoption	In Progress	In Progress
T-3.1	Accelerate implementation of the Livermore Active Transportation Plan	2022-Q4	In Progress
T-4.1	Promote a jobs-housing match	In Progress	In Progress
T-4.4	Facilitate complete and walkable neighborhoods	In Progress	In Progress

CARBON SEQUESTRATION

	Action	Start Date in CAP	Status
Priority Actions - None			
Non-Priority Actions			
S-1.1	Expand tree canopy cover in the city	Not Identified	Ongoing
S-1.4	Preserve open spaces	Not Identified	Ongoing
S-1.5	Explore technology-based carbon capture and storage opportunities	Not Identified	In Progress

ENERGY RESILIENCE

	Action	Start Date in CAP	Status
Priority Actions			
E-1.2	Expand microgrid deployment	2025-Q1	In Progress
E-1.3	Improve resilience of residential buildings	2023-Q1	Not Started

WILDFIRE

	Action	Start Date in CAP	Status
Priority Actions			
WF-1.3	Facilitate building retrofits to improve indoor air quality	2026-Q1	Not Started
Non-Priority Actions			
WF-1.1	Update hazard planning for wildfires	Not Identified	In Progress
WF-1.4	Continue to implement community fire fuel-load reduction programs	Not Identified	Ongoing
WF-1.5	Continue to conduct outreach on fire prevention measures	Not Identified	Ongoing
WF-1.6	Operate clean air centers	Not Identified	Ongoing
WF-1.7	Stockpile personal protective equipment	Not Identified	Ongoing
WF-1.8	Encourage use of the Alameda County Alert System	Not Identified	Ongoing

EXTREME HEAT

	Action	Start Date in CAP	Status
Priority Actions			
H-1.1	Study heat vulnerability	2025-Q1	In Progress
H-1.3	Create a neighborhood cooling program	2026-Q1	Not Started
Non-Priority Actions			
H-1.2	Expand tree canopy cover in the city	Not Identified	Ongoing

FLOODING

	Action	Start Date in CAP	Status
Priority Actions - none			
Non-Priority Actions			
F-1.1	Prioritize wetland restoration	Not Identified	Ongoing
F-1.2	Prioritize flood resiliency projects	Not Identified	Ongoing

DROUGHT

	Action	Start Date in CAP	Status
Priority Actions			
D-1.1	Study on-site water reuse	2025-Q1	Not Started
Non-Priority Actions			
D-1.3	Continue implementing the Water Efficient Landscape Ordinance	Not Identified	Ongoing
D-1.5	Continue to provide water conservation devices and encourage residential water capture and reuse	Not Identified	Ongoing

MUNICIPAL

	Action	Start Date in CAP	Status
Priority Actions			
M-2.1	Opt-up municipal Ava Community Energy accounts	Complete	Complete
M-2.4	Replace gas-powered landscaping equipment	2023-Q1	In Progress
M-3.1	Prepare a Fleet Electrification Plan	In Progress	In Progress
M-3.2	Expand EV charging at public facilities	In Progress	In Progress
M-5.1	Adopt a green purchasing policy	Complete	Complete
Non-Priority Actions			
M-1.1	Demonstrate the feasibility of communitywide energy resilience through a municipal pilot project	Not Identified	In Progress
M-1.2	Expand renewable energy and battery storage projects	Not Identified	In Progress
M-2.3	Electrify existing buildings and increase energy efficiency	Not Identified	In Progress
M-3.4	Increase teleworking opportunities	Not Identified	Complete
M-4.2	Convert existing turf areas on municipal sites	Not Identified	In Progress
M-6.2	Coordinate with public agencies and stakeholders on carbon sequestration	Not Identified	In Progress

IMPLEMENTATION			
	Action	Start Date in CAP	Status
Priority Actions			
I-1.5	Integrate mitigation and adaptation planning in other City Plans	In Progress	In Progress
I-2.1	Designate a Climate Action Manager	2023-Q1	Complete
I-2.3	Create a CAP tracking program	2022-Q4	In Progress
I-2.4	Report implementation progress	2023-Q4	In Progress
I-2.6	Utilize assistance programs and pursue funding opportunities	In Progress	In Progress
I-3.1	Create a brand and identity	In Progress	Complete
I-3.2	Promote transparency to the public	2022-Q4	In Progress
I-3.3	Engage with the community regularly	2022-Q4	In Progress
I-3.5	Target rental and multifamily property owners	In Progress	In Progress
I-3.6	Expand outreach and education to Livermore's youth	2023-Q1	In Progress
I-3.7	Establish and online resource portal	In Progress	Complete
I-4.2	Partner with the national laboratories	In Progress	In Progress
Non-Priority Actions			
I-2.2	Establish local incentives, rebates, and streamlined permitting to facilitate CAP implementation	Not Identified	In Progress
I-2.5	Prioritize equitable implementation	Not Identified	Ongoing
I-4.1	Expand the local green economy	Not Identified	In Progress



CITY OF
LIVERMORE
CALIFORNIA

925-960-4000

1052 South Livermore Ave., Livermore, CA 94550

www.LivermoreCA.gov

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.1**

DATE: March 24, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Approval of draft minutes - March 3, 2025 Special Meeting and March 10, 2025 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT 2025-03-03
2. DRAFT 2025-03-10

Prepared by: Debbie Elam
City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL
MARCH 3, 2025

SPECIAL MEETING

1. CALL TO ORDER – The meeting of the City Council was called to order by Mayor John Marchand at 5:00 pm, held in person at 1016 S. Livermore Avenue.

ROLL CALL – Present: Mayor John Marchand, Vice Mayor Evan Branning, Council Members, Ben Barrientos, Steven Dunbar, and Kristie Wang.

3. SPECIAL MEETING ITEM

AN OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL REGARDING THE SPECIAL MEETING ITEM WILL BE PROVIDED BY THE MAYOR.

3.1 City Council interview and appointment of Planning Commission applicants to two vacancies with regular terms ending March 1, 2029.

Recommendation: Staff recommended the City Council interview applicants and appoint two Planning Commissioners with regular terms ending March 1, 2029. Applicants were randomly selected to be interviewed in the following order:

Neal Pann
Mark Thompson
Asa Strout
Stephanie Shang
Andrew Paterson
Nadine Horner
Charity Steele

Staff also recommended City Council direct the City Clerk to administer the Oath of Office to the newly appointed Planning Commissioners.

Mayor Marchand opened the public comment period.

There were no speakers, and the comment period was closed.

The City Council interviewed each candidate.

ON THE MOTION OF VICE MAYOR BRANNING, SECONDED BY COUNCIL MEMBER BARRIENTOS AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPOINTED NADINE HORNER AND CHARITY STEELE TO THE PLANNING COMMISSION WITH TERMS ENDING MARCH 1, 2029, AND DIRECTED THE CITY CLERK TO ADMINISTER THE OATH OF OFFICE**.**

ADJOURNMENT – at 7:40 pm to a Regular City Council Meeting on Monday, March 10, 2025 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
DEBORAH L. ELAM, CITY CLERK

LIVERMORE
CALIFORNIA

CITY COUNCIL
MARCH 10, 2025

REGULAR MEETING

1. CLOSED SESSION – NONE

2. CALL TO ORDER – The meeting of the City Council was called to order by Mayor John Marchand at 7:00 pm, held in person at 1016 S. Livermore Avenue.

ROLL CALL – Present: Mayor John Marchand, Vice Mayor Evan Branning, Council Members, Ben Barrientos, Steven Dunbar, and Kristie Wang.

PLEDGE OF ALLEGIANCE: Led by Senior Girl Scout Amanda Stoker with Troop 31177

3. PROCLAMATIONS AND PRESENTATIONS – NONE

4. OPEN FORUM

Mayor Marchand opened the public comment period.

Mike R. provided a comment.

Greg Scott provided a comment.

There were no more speakers, and the public comment period was closed.

5. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

Item 5.5 **Alan Marling** provided a comment.

There were no more speakers, and the public comment period was closed.

Mayor Marchand requested an edit to Item 5.1 noting that most Council Members were in attendance at the City of Livermore Employee Service Awards

ON THE MOTION OF COUNCIL MEMBER BARRIENTOS, SECONDED BY VICE MAYOR BRANNING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR.

5.1 Approval of draft minutes - February 24, 2025 Regular Meeting.

5.2 **Adoption of Ordinance 2171** approving a Municipal Code Amendment (MUNI) 24-002, Development Code Amendment (DCA) 24-004; and

Adoption of Ordinance 2172 authorizing execution of a Development Agreement (DA) 24-003 for the Parkwest Casino 580 Expansion Project and citywide cardroom operations.

5.3 **Resolution 2025-032** declaring parcels within the City which contain weeds, refuse, rubbish, and/or dirt a public nuisance requiring abatement, directing staff to proceed with the annual Fire Hazard Abatement Program, and set a public hearing date of April 14, 2025, to receive protests and direct staff to proceed with field abatement work.

5.4 **Resolution 2025-033** authorizing the execution of a first amendment to the Subdivision Improvement Agreement with Shea Homes Inc. and Shea Center Livermore LLC, for the Shea Portola project at the northeast corner of Portola Avenue and Collier Canyon Road.

5.5 **Resolution 2025-034** adding Las Positas Golf Course Clubhouse Parking Lot Drainage Improvements Project 2025-25 to the 2023-2028 Capital Improvement Plan, authorizing an allocation of funds in FY 2024-25, and authorizing execution of a second amendment to the on-call agreement with Schaaf & Wheeler Consulting Engineers for engineering design services for storm damage repair and flood protection projects, increasing the not-to-exceed agreement amount from $1,000,000 to $2,000,000, and extending the term of the agreement to December 31, 2030.

5.6 **Resolution 2025-035** accepting the recommendation of the Altamont Landfill Open Space Committee to authorize the City's grant funding request; and

Resolution 2025-036 finding the acquisition of the Goecken Road Property is categorically exempt from CEQA; and

Resolution 2025-037 appropriating supplemental funds for the acquisition of the Goecken Road Property; and

Resolution 2025-038 authorizing the City Manager to enter into a Purchase and Sale Agreement for open space land (82 acres - APNs: 99B-5680-14 and 99B-5680-18).

5.7 **Resolution 2025-039** authorizing the City Manager, on behalf of Livermore-Pleasanton Fire Department JPA (LPFD) in her capacity as a Joint Executive Director for LPFD, and the Administrative Services Director, on behalf of LPFD in her capacity as the Treasurer for LPFD to accept $30,000 in grant funds from the Bay Area Urban Area Security Initiative for Class 1 Multi-Threat HazMat Suits, appropriating $30,000 in Livermore-Pleasanton Fire Department's (LPFD)

Equipment Replacement Fund for Fiscal Year 2024-25, and authorizing the purchase of Class 1 Multi-Threat HazMat Suits.

5.8 Resolution 2025-040 initiating proceedings under Proposition 218 by scheduling a public hearing to consider proposed updated wastewater service charges, authorizing the mailing of notice of the public hearing, and establishing procedures for considering objections to the proposed wastewater charges; and

Resolution 2025-041 approving guidelines for the submission and tabulation of protests in connection with rate hearings conducted by the City of Livermore pursuant to Article XIII D, Section 6 of the California constitution.

6. PUBLIC HEARINGS

6.1 Public hearing adding Assessor's Parcel Number 904-0010-002-10 (SMP 40 project, located at the southern end of Discovery Drive and Atlantis Court) to the Future Annexation Area for the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services) and authorizing and directing actions related thereto.

Recommendation: Staff recommended the City Council take the following actions in connection with the proposed addition of Assessor's Parcel Number 904-0010-002-10 (SMP 40 project, located at the southern end of Discovery Drive and Atlantis Court) to the Future Annexation Area for the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services):

1. Conduct the public hearing and consider written and oral protests; and

2. Adopt the resolution adding Assessor 's Parcel Number 904-0010-002-10 to the Future Annexation Area for the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services).

Senior Civil Engineer, Debbie Salgado presented the staff report.

Mayor Marchand opened the public hearing.

There were no speakers, and the hearing was closed.

Council Member Dunbar stated that he works for Gillig which is just over 1000 feet from the property line. He noted he is not an officer of Gillig and does not have financial benefit or information about real estate holdings of Gillig. He stated he can remain impartial for the hearing.

ON THE MOTION OF COUNCIL MEMBER DUNBAR, SECONDED BY COUNCIL MEMBER BARRIENTOS AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2025-042 adding Assessor’s Parcel Number 904-0010-002-10 to the

future annexation area for the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services), and authorizing and directing actions related thereto.

7. MATTERS FOR CONSIDERATION – NONE

8. COUNCIL COMMITTEE REPORTS AND MATTERS INITIATED BY CITY MANAGER, CITY ATTORNEY, STAFF AND COUNCIL MEMBERS

THE MAYOR AND CITY COUNCIL MEMBERS PROVIDED A SUMMARY OF RECENTLY ATTENDED EVENTS AND MEETINGS IN ADDITION TO THE INFORMATION PROVIDED IN THE SUPPLEMENTAL PACKET. COUNCIL MEMBERS WHO DID NOT PROVIDE A SUMMARY IN THE SUPPLEMENTAL PACKET ARE INCLUDED BELOW.

Ava Community Energy Council Member Barrientos announced an upcoming board meeting on March 19, 2025.

StopWaste Council Member Barrientos announced an upcoming meeting on Thursday, March 13, 2025.

Vice Mayor Branning urged all who participate in spring planting season to consider edible plants or local pollinators. He expressed concern over planting non-native plants.

Fertile GroundWorks Mayor Marchand noted the non-profit organization has a program to purchase plants for edible gardens.

Monarch Butterflies Mayor Marchand noted that an initiative for a group working to provide plantings for monarch butterflies has just been started.

9. ADJOURNMENT – at 7:25 pm to a Regular City Council Meeting on Monday, March 24, 2025, at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
DEBORAH L. ELAM, CITY CLERK

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.2**

DATE: March 24, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of an on-call architectural services agreement with Barry & Wynn Architects, Inc. in an amount not-to-exceed $500,0000 with a term ending December 31, 2029, to support various facility projects in the Capital Improvement Program.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an on-call architectural services agreement with Barry & Wynn Architects, Inc. in an amount not-to-exceed $500,000 with a term ending December 31, 2029, to support various facility projects in the Capital Improvement Program.

SUMMARY

The City of Livermore requires a consultant to perform on-call architectural services for facility projects associated with the City's Capital Improvement Program Plan. These services include assistance with project planning, architectural analysis and technical support, cost estimates, design, and construction support.

The proposed agreement will allow Barry & Wynn Architects, Inc. to provide on-call architectural services in an amount not-to-exceed $500,000 through December 31, 2029, to support facility-related Capital Improvement Projects.

In addition, staff is establishing a short list of consultants that are pre-qualified to support facility-related capital improvement projects. This process reduces the time to obtain consultants for individual projects.

DISCUSSION

The City has the need for a consultant to perform architectural services for facility studies and projects associated with the City's Capital Improvement Plan and subsequent updates to the program. These services include assistance with project planning, architectural analysis and technical support, cost estimates, design, and construction implementation support. For example, some of the ongoing and

future projects that are anticipated to be under the scope of the on-call architectural services and pre-qualified list of consultants for project-specific support include but are not limited to the following projects as approved in the City's Fiscal Year 2023-2028 5-Year Capital Improvements Plan:

- CIP Project 2022-12 – Fleet Shop Expansion
- CIP Project 2023-16 – Police Building Renovations
- CIP Project 2023-22 – WRP Occupied Building Repairs – Administration Building
- CIP Project 2024-15 – Civic Center Library and Maintenance Building HVAC Improvements
- CIP Project 2024-18 – Civic Center Library Teen Space Improvement
- CIP Project 2024-20 – WRP Occupied Building Repairs – Maintenance Building
- CIP Project 2026-12 – WRP Occupied Building Repairs – Tertiary Building

Staff issued a Request for Qualifications (RFQ) to firms interested in providing architectural services for facility projects. The purpose of this process was to receive statements of qualifications (SOQs) from multiple consultants and based on review of these qualifications, establish the following:

- On-call agreement for as needed tasks related to the City's facility-related capital improvement projects, including building replacements and renovations.
- A list of pre-qualified consultants eligible for award of individual agreements for specific ongoing and/or future facility-related Capital Improvement Projects.

Twelve Statements of Qualification were received from the following firms:

CONSULTANT NAME	CITY
ABA	San Jose, Ca
Advance Design Consultants, Inc.	San Jose, Ca
Anil Verma Associates, Inc.	Los Angeles, Ca
Barry & Wynn Architects, Inc.	Danville, Ca
COAR Design Group	Santa Rosa, Ca
DSK Architects	Oakland, Ca
Gutierrez/Associates	Oakland, Ca
Interactive Resources, Inc.	Richmond, Ca
The KPA Group	Pleasanton, Ca
Noll & Tam Architects	Berkeley, Ca
Perkins Eastman	Oakland, Ca
SVA Architects, Inc.	Pleasanton, Ca

The selection committee reviewed the SOQs and recommended Barry & Wynn Architects, Inc. as the top-rated consultant to perform architectural services on an on-call basis. Barry & Wynn Architects has successfully provided architectural services for a number of City projects including the Real Time Awareness Center in the Police Building, upgrades to the Multi Service Center, and converting the Reverse Osmosis Facility at the Water Reclamation Plant to administrative offices. They have proven to be a knowledgeable and responsive consultant.

In addition, the selection committee reviewed the SOQs and established the following short list of consultants for architectural services for future capital improvement projects:

- ABA, San Jose, CA

- Barry & Wynn Architects, Inc., Danville, CA
- The KPA Group, Pleasanton, CA
- Noll & Tam Architects, Berkeley, CA
- SVA Architects, Inc., Pleasanton, CA

These consultants can be selected for upcoming facility projects through December 31, 2029, without circulating additional Requests for Proposals. The selections balance qualifications, interest, and coverage in the City's key architectural service areas, including architectural, civil, structural, seismic, plumbing, electrical, mechanical analysis and design, building safety, code analysis and applications, environmental and regulatory permitting support, interior design, space planning, material and color selection, and furniture contract coordination.

FISCAL AND ADMINISTRATIVE IMPACTS

The on-call agreement with Barry & Wynn Architects, Inc. will commence upon approval by the City Council and terminate December 31, 2029. The agreement will have a not-to-exceed amount of $500,000. Funding for on-call architectural services rendered under this agreement will be charged to the various Capital Improvement Projects. The City Engineer will approve work related to the contract only within the overall adopted project budget amounts.

Subsequent agreements for services to support specific capital projects that may be awarded to consultants from the short list will be executed at the time the capital projects are initiated and in accordance with the approved project budgets.

COMMUNITY PILLAR

5: A City That Works

GOAL:

14: Develop, operate, and maintain the City's infrastructure.

ATTACHMENTS

1. Project Locations
2. Resolution
3. Exhibit A - Agreement

Prepared by: Vincent Sendaydiego
Junior Engineer

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:

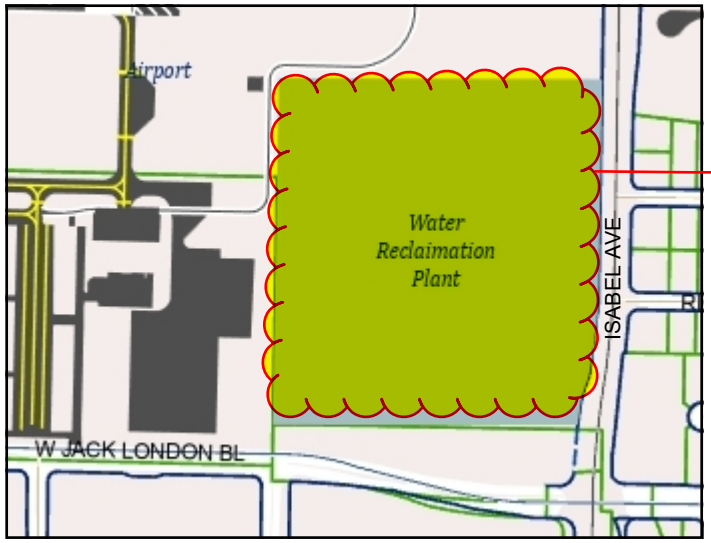


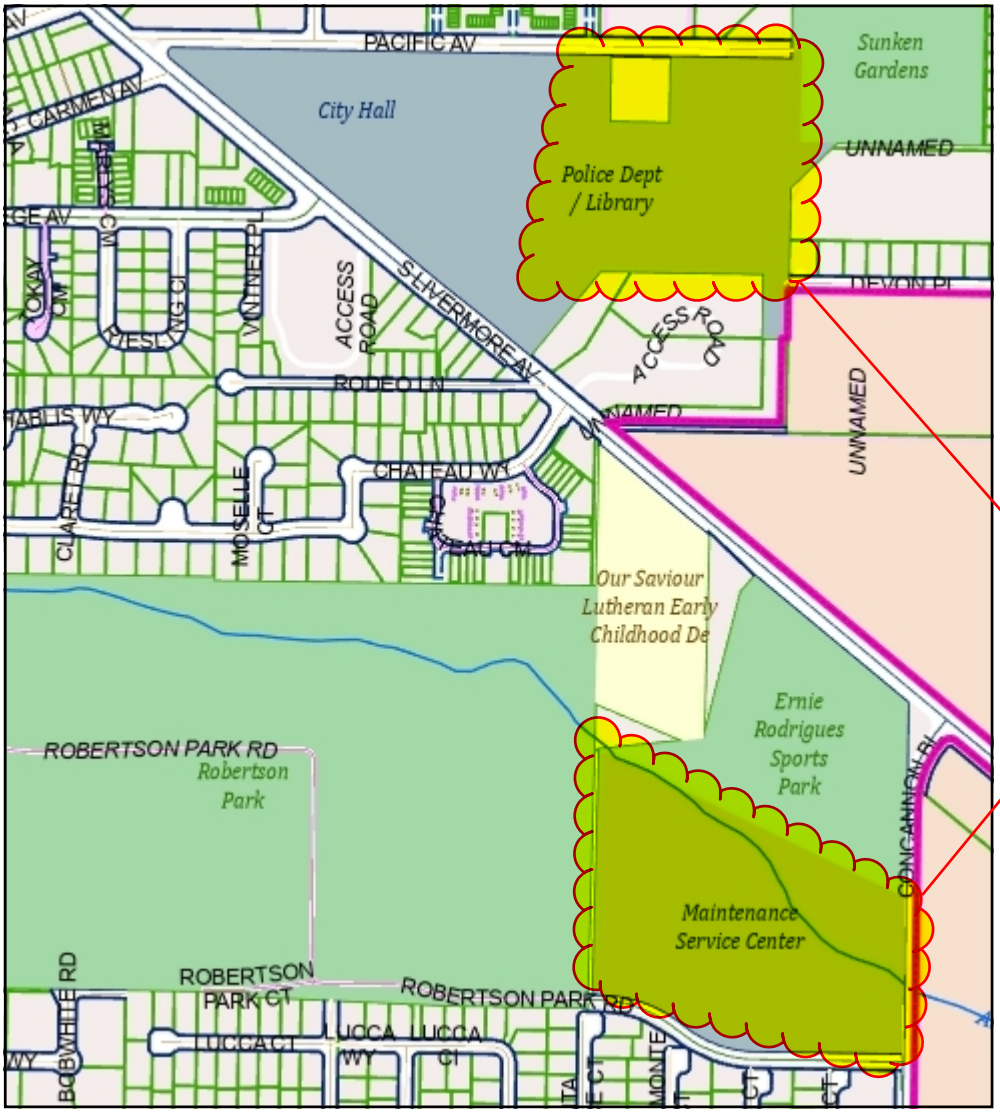
Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA

PROJECT LOCATIONS

ATTACHMENT 1





LEGEND

1 CIP Project 2022-12 – Fleet Shop Expansion

2. CIP Project 2024-15 – Civic Center Library and Maintenance Building HVAC Improvements

3. CIP Project 2024-18 – Civic Center Library Teen Space Improvement

4. CIP Project 2023-16 – Police Building Renovations

5. CIP Project 2023-22 – WRP Occupied Building Repairs – Administration Building

6. CIP Project 2024-20 – WRP Occupied Building Repairs – Maintenance Building

7. CIP Project 2026-12 – WRP Occupied Building Repairs – Tertiary Building

1,333.3 0 666.67 1,333.3 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_
Livermore IT, GIS Services

Scale: 1: 8,000

This map is based on City of Livermore GIS Information and reflects the most current information at the time of this printing. The map is intended for reference purposes only and the City and its staff is not responsible for errors.

Prepared:
2/5/2025 1:03:15 PM

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN ON-CALL ARCHITECTURAL SERVICES AGREEMENT WITH BARRY & WYNN ARCHITECTS, INC. IN AN AMOUNT NOT-TO-EXCEED $500,000 WITH A TERM ENDING DECEMBER 31, 2029, TO SUPPORT VARIOUS FACILITY PROJECTS IN THE CAPITAL IMPROVEMENT PROGRAM

The City of Livermore requires a consultant to perform on-call architectural services for facility projects associated with the City's Capital Improvement Plan. These services include assistance with project planning, architectural analysis and technical support, design, and construction support.

City staff sent out Requests for Proposals to firms interested in providing on-call architectural services and selection to a short list for future CIP projects. Twelve Statements of Qualifications were received. After review, City staff rated one firm as the most qualified for an on-call agreement and staff rated five firms as most qualified for a short list of architectural firms that can be selected for ongoing and future facility-related CIP projects.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby:

1. Authorizes the City Manager to execute, on behalf of the City of Livermore, an agreement with Barry & Wynn Architects, Inc., attached hereto as Exhibit A, for on-call architectural services in an amount not to exceed $500,000 through December 31, 2029; and

2. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

On motion of Council Member_____, seconded by Council Member_____, the foregoing resolution was passed and adopted on March 24, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
_____
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Barry & Wynn Architects, Inc. Agreement

Docusign Envelope ID: 22198E69-06FF-48F6-9EAF-0EEC54E98663

ENGINEERING SERVICES AGREEMENT ON AN ON-CALL BASIS

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, ("Effective Date") by and between the City of Livermore, a municipal corporation ("City"), and Barry & Wynn Architects, Inc., a California Corporation ("Consultant").

RECITALS

City requires engineering services to provide on-call architectural services for various Capital Improvement Projects.

Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges City has relied upon these warranties to retain Consultant.

AGREEMENT

NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. Retention as Consultant. City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors. The relationship of the parties shall be that of independent contractors. Consultant and its employees are not City officers or employees. Consultant is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.

3. Description of Services. Consultant shall provide the following engineering services as more particularly set forth in Exhibit "A" (collectively "the Services"):

Provide on-call Architectural services for various Capital Improvement Projects.

These services shall be ordered as needed pursuant to individual written project assignment orders issued by the City and approved by the City Engineer. Project assignments will include a scope of work and budget to provide standards to determine when City will deem that project complete. City also reserves the right not to order any services or expend any money pursuant to this Agreement.

Docusign Envelope ID: 22198E69-06FF-48F6-9EAF-0EEC54E98663

4. Consultant Responsibilities. Consultant shall:

(a) Consultant shall investigate and verify all existing site conditions for the Project and take them into account when preparing the Project's design even when "As Built" or "Record Drawings" are used by Consultant.

(b) Consultant shall review and respond to construction submittals and shop drawings within fourteen (14) calendar days following their receipt by Consultant; requests for information with comments noted thereon shall be reviewed and responded to within seven (7) working days following their receipt by the Consultant.

(c) Diligently perform the Services in a manner commensurate with industry, professional, and community standards;

(d) Provide the resources necessary to complete the Services in a timely manner;

(e) Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

(f) Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services;

(g) Comply with all laws in effect that are related to Consultant and the Services;

(h) Coordinate the Services with Joel Waxdeck ("Project Manager"), or such other person designated as the Project Manager by City;

(i) Be available to the Project Manager, and other parties referred to Consultant by the Project Manager, to answer questions or inquiries related to the Services;

(j) Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested. Consultant shall not submit an invoice to City more frequently than once a month;

(k) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Consultant shall give City 30 calendar-days' written notice prior to destroying the invoices and records, and allow City an opportunity to take possession. If City wants them, Consultant and City shall coordinate their delivery to City in the most efficient manner possible;

Docusign Envelope ID: 22198E69-06FF-48F6-9EAF-0EEC54E98663

(l) Prepare and submit a written report to the Project Manager, with each invoice and when requested in writing by the Project Manager, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services; and,

(m) Consultant shall correct, at its own expense, all errors in the Services. Should Consultant fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant.

(n) Consultant's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

5. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $500,000 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts, or travel expenses set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts, or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

(b) City shall pay Consultant no later than 30 days after City receives a written invoice from Consultant and verifies the Services were performed for the payment requested.

6. Term. The term of this Agreement commences on the Effective Date and terminates upon the depletion of funds or December 31, 2029, whichever occurs first.

7. Termination by City. City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with Section 6.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and any and every other types of items prepared or obtained by Consultant in the performance of the Services under this Agreement shall be the property of the City and Consultant shall deliver them to City upon demand. The Consultant shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) which are not related to the scope of the Services described under this Agreement.

Docusign Envelope ID: 22198E69-06FF-48F6-9EAF-0EEC54E98663

9. Copyright and Right of Use. All items created by Consultant for City under this Agreement are works made for hire, and Consultant shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Consultant to City and Consultant obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's employees who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to City.

11. Indemnity and Defense.

(a) Definitions. When used in this "Indemnity and Defense" section, these terms have the following meaning:

(1) "City," means the City, its elected officials, officers, directors, employees, agents, or designated volunteers.

(2) "Design Professional," means licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities which offer such services in accordance with the provisions of the California Business and Professions Code listed at California Civil Code, section 2782.8, upon which Consultant relies to meet the obligations of, or perform work pursuant to, this Agreement.

(3) "Non-Design Professional," means any person or entity upon which Consultant relies to meet the obligations of, or perform work pursuant to, this Agreement who or which is not a Design Professional.

(4) "Loss," or "Losses," mean all claim for or actual loss, liability, damage, cost, and expense including but not limited to reasonable attorney, consultant and expert fees, and court costs arising out of or in connection with Consultant's obligation or work to perform this Agreement including the City's active or passive negligence, except for such Loss arising from the sole negligence or willful misconduct of the City.

(b) Non-Design Professional Services. Consultant shall defend, indemnify, and hold harmless the City from and against any alleged Loss arising out of, pertaining to, or relating to, the services of any Non-Design Professional.

(c) Design Professional Services. For an alleged Loss that solely arises out of, pertains to, or relates to, the services of a Design Professional, Consultant shall defend

Docusign Envelope ID: 22198E69-06FF-48F6-9EAF-0EEC54E98663

and indemnify the City solely for such Losses due to the negligence, recklessness, or willful misconduct of the Design Professional(s) as allowed by application of California law, including California Civil Code, section 2782.8, as written on the effective date of this Agreement and according to applicable judicial interpretations.

(d) Mixed Services. If an alleged Loss arises out of, pertains to, or relates to both the services of a Design Professional and a Non-Design Professional, Consultant shall defend City against the claimed Loss and shall indemnify and hold harmless City from all Losses alleged against the Non-Design Professional combined with any Losses allegedly due to the negligence, recklessness, or willful misconduct of any Design Professional.

12. Insurance. Consultant shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. Acceptance of Final Payment. Consultant's acceptance of final payment will release City from any-and-all claims and liabilities for compensation under this Agreement.

14. Acceptance of Work. City's acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Consultant's responsibility or liability by City for any defect or error in the Services.

15. Conflict of Interest. Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

16. Economic Disclosure. Consultant shall comply with City's local conflict of interest code and the Political Reform Act, and prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Consultants' financial interest. While it is Consultant's sole responsibility to evaluate its conflicts of interest, the Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

17. Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the Services described in this Agreement.

Docusign Envelope ID: 22198E69-06FF-48F6-9EAF-0EEC54E98663

18. No Assignment. Consultant shall not assign or subcontract any of the Services without City's prior written consent. For the purposes of this section, a change of fifty-percent or more in the ownership or control of Consultant constitutes an assignment.

19. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

20. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, the Consultant must present a written claim to City in accordance with Chapter 3.42 of the Livermore Municipal Code.

21. Construction of Language. The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language in the body of the Agreement and an attachment hereto, the language in the body of the Agreement controls.

22. Notice. Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation:

TO CITY: Attention: Joel Waxdeck, City Engineer
City Administration Building
City of Livermore
1052 S. Livermore Avenue
Livermore, California 94550

TO CONSULTANT: Attention: Steve Wynn
Barry & Wynn Architects, Inc.
379 Hartz Avenue, Suite G
Danville, CA 94526

23. Waiver. Failure to insist upon the strict performance of any term or conditions in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

24. Severability. If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

25. Counterparts. This Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

26. Governing Law. This Agreement is governed by California law. Consultant consents to the exclusive jurisdiction and venue of the state and federal courts of Alameda County, California.

****

Signatures and Attachment List on the Next Page

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date first written above.

CONSULTANT: **Dated:**

DocuSigned by:
Steve Wynn
13BF1AA94D5440A...

1/27/2025 | 7:16 PM PST

By: Steve Wynn
Title: Principal

CITY OF LIVERMORE: **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F65715704E2...

Deputy/Assistant/City Attorney

APPROVED AS TO INSURANCE::

DocuSigned by:
Jas Sidhu
A3F7D34BB0A748A...

Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

Docusign Envelope ID: 22198E69-06FF-48F6-9EAF-0EEC54E98663

EXHIBIT A

ON-CALL ARCHITECTURAL SERVICES

Services shall include the following:

1. Planning, programming, and schematic design support services include the following:

    a) Assist with project scoping, scheduling, and budgeting.
    b) Review of existing utilities, facilities, and as-built conditions.
    c) Site and facility investigations.
    d) Visual inspection and condition surveys.
    e) Alternative analysis and feasibility assessment.
    f) Facility master planning.
    g) Life cycle studies.
    h) Conceptual design.

2. Provide technical expertise related to the following:

    a) Architectural analysis and design.
    b) ADA Accessibility/Title 24 Compliance and design.
    c) Civil and site engineering.
    d) Building safety and code analysis and applications.
    e) Structural engineering.
    f) Electrical, instrumentation, and controls engineering.
    g) Plumbing analysis and design.
    h) Mechanical engineering related to pumping, piping, blower, and HVAC systems.
    i) Sustainability and LEED analysis and design.

3. Architectural design support services including the following:

    a) Structural and seismic analysis.
    b) Surveying, potholing, and utility location services.
    c) Environmental and regulatory permitting support.
    d) Interior design and space planning.
    e) FF&E coordination.
    f) Material and color selection.
    g) Furniture contract coordination.

4. Product recommendations and cost estimates, including vendor coordination and preparation of technical specifications.

Docusign Envelope ID: 22198E69-06FF-48F6-9EAF-0EEC54E98663

In addition to these more specific service requests described above, Consultants shall also provide the following general services:

1. Project analysis, including:

    a) Calculations.
    b) Alternative development.
    c) Feasibility assessment.
    d) Working with stakeholders to determine project needs.
    e) Renderings and displays.
    f) Improvement recommendations and project scoping and budgeting.

2. Development of construction documents, including:

    a) Project development team meetings.
    b) Drawings.
    c) Technical specifications.
    d) Construction sequencing/constraints.
    e) Commissioning procedures and processes.
    f) Construction cost estimates.
    g) Project schedules.
    h) Plan checks and agency approvals

3. Bid phase and construction phase support services, including:

    a) Bid review.
    b) Addendum and conformed drawing preparation.
    c) RFI processing.
    d) Submittal processing.
    e) Field observations during construction.
    f) Contractor payment request review.
    g) Change maintenance.
    h) Commissioning support.
    i) Punch list and close out documentation assistance.
    j) Record drawing preparation.

4. Architectural review services such as peer reviews of studies and design documents.

5. Extensive knowledge of and capability in using AutoCAD to prepare construction drawings. All AutoCAD files provided to the City are to be compatible with the latest version of AutoCAD used by the City.

Docusign Envelope ID: 22198E69-06FF-48F6-9EAF-0EEC54E98663

Exhibit A
10. Fee Schedule

Architect:
Barry & Wynn Architects

Hourly Billing Rates (2024/2025/2026)

Principal Architect.....$ 270 / $ 280 / $ 290
Staff Architect.....$ 195 / $ 205 / $ 215
Senior Project Manager.....$ 195 / $ 205 / $ 215
CAD Drafting.....$ 145 / $ 150 / $ 155
Administrator.....$ 105 / $ 110 / $ 115

EXPENSES SCHEDULE
All outside expenses will be billed at actual Cost plus 15%, including:
Delivery Service, Reproduction, Mileage – Auto, Travel & Expenses
All Subconsultant fees will be billed at actual cost plus 10% up to $2,500 per Task Order.
All outside Agency fees will be billed at actual cost plus 10%

Electrical Engineering Consultant:
Capitol City Desing, Inc.

Hourly Billing Rates (2024/2025/2026)
Principal / Electrical Engineer $175 / $193 / $217
Project Manager / Electrical Designer $150 / $169 / $190
CAD Technician $100 / $113 / $127

Reibursable Rates
Expenses beyond the ordinary scope of the project will be reimbursed at the following rate:

Outside Printing / Outside Consulting / Delivery Service ..... Cost plus 10%
Travel ..... $0.65 per mile
Hotel ..... $ 95 per night
In-House Printing (delivery not included) ..... $ 0.18 per s.f.
Plotted Originals Vellum (delivery not included) ..... $ 2.60 per s.f.
Electronic Files (locked or TIFF files) ..... $ 250 per file

Docusign Envelope ID: 22198E69-06FF-48F6-9EAF-0EEC54E98663

Mechanical Engineer Consultant:
Turley & Associates Mechanical Engineering Group, Inc.

Hourly Billing Rates (2024/2025/2026)

Principal Engineer $ 270 / $278 / $ 286

Senior Engineer $ 225 /$ 232 / $ 239

Senior Project Manager $ 195 / $ 201 / $ 207

Project Engineer $ 175 / $ 180 / $ 185

Designer $ 150 / $155 / $ 200

Revit Technician $150 / $ 155 / $ 200

CADD Operator $105 / $ 108 / $ 111

Clerical $100 / $ 103 / $ 106

Structural Engineer Consultant:
Peoples Associates Structural Engineers, Inc.

Hourly Billing Rates (2024/2025/2026)

Principal.....$ 260 / $ 265 / $ 270

Associate .....$ 230 / $ 235 / $ 240

Senior Project Manager.....$ 220 / $ 225 / $ 230

Senior Structural Engineer .....$ 220 / $ 225 / $ 230

Project Manager 3 .....$ 210 / $ 215 / $ 220

Project Manager 2 .....$ 200 / $ 205 / $ 210

Project Manager 1 .....$ 190 / $ 195 / $ 200

Senior Project Engineer 3 .....$ 210 / $ 215 / $ 220

Senior Project Engineer 2 .....$ 200 / $ 205 / $ 210

Senior Project Engineer 1 .....$ 190 / $ 195 / $ 200

Project Engineer 3 .....$ 180 / $ 185 / $ 190

Project Engineer 2 .....$ 170 / $ 175 / $ 180

Project Engineer 1 .....$ 160 / $ 165 / $ 170

Assistant Engineer 3 .....$ 155 / $ 160 / $ 165

Assistant Engineer 2 .....$ 150 / $ 155 / $ 160

Assistant Engineer 1 .....$ 145 / $ 150 / $ 155

Engineering Technician .....$ 120 / $ 125 / $ 130

Docusign Envelope ID: 22198E69-06FF-48F6-9EAF-0EEC54E98663

PASE (Structure Engineer) - Continue

BIM Technical Services (Revit + CAD)

Senior BIM Technical Manager .....$ 200 / $ 205 / $ 210

BIM Technical Manager.....$ 190 / $ 195 / $ 200

Senior Quality Technician .....$ 185 / $ 190 / $ 195

Senior BIM Technician 2 .....$ 175 / $ 180 / $ 185

Senior BIM Technician 1 .....$ 165 / $ 170 / $ 175

BIM Technician 3 .....$ 150 / $ 155 / $ 160

BIM Technician 2 .....$ 140 / $ 145 / $ 150

BIM Technician 1 .....$ 130 / $ 135 / $ 140

Other Services

Sub-Consultants, Special Equipment, Reproductions,

Materials, and Other Outside Charges ..... AT COST + 15%

Court Appearances/Depositions (4 hours minimum) .....$ 350 per hour

Vehicle Transportation .....$ 0.67 per mile

Civil Engineer Consultant:
KIER + WRIGHT

Hourly Billing Rates (2024/2025/2026)

Principal $302 / $314 / $327

Principal Engineer $274 / $285 / $296

Senior Engineer Manager $252 / $262 / $272

Technical Manager $252 / $262 / $272

Senior Engineer $239 / $249 / $259

Engineer III $222 / $231 / $240

Engineer II $185 / $192 / $200

Engineer I $155 / $161 / $167

Senior Survey Construction Manager $246 / $256 / $266

Senior Land Surveyor $246 / $256 / $266

Project Surveyor III $220 / $229 / $238

Project Surveyor II $178 / $185 / $192

Project Surveyor I $152 / $158 / $164

Survey Coordinator $210 / $218 / $227

Docusign Envelope ID: 22198E69-06FF-48F6-9EAF-0EEC54E98663

Engineering Tech III $200 / $208 / $216
Engineering Tech II $181 / $188 / $196
Engineering Tech I $169 / $176 / $183
Draftsman / Survey Tech III $155 / $161 / $138
Draftsman / Survey Tech I $117 / $122 / $127
3-Man Survey Crew $435 / $452 / $470
2-Man Survey Crew $344 / $358 / $372
1-Man Survey Crew $212 / $220 / $229
Testimony (Trial or Deposition) $589 / $613 / $638
Project Coordinator III $144 / $150 / $156
Project Coordinator II $127 / $132 / $137
Project Coordinator I $110 / $114 / $119
Engineering / Survey Intern $64 / $67 / $70
3D Laser Scanning Crew $421 / $438 / $456

All blueprinting and reproduction will be billed at cost plus 10%.
Time spent for preparation for testimony will be billed in accordance with the above hourly rates.

Technology Integration | Low Voltage | A/V and Commissioning Consultant:
GLUMAC

Hourly Billing Rates (2024/2025/2026)

Engineering Design
Vice President $250 / $300 / $350
Project Manager $ 215 / $245 / $ 275
Project Engineer $ 215 / $245 / $ 275
Designer $160 / $205 / $ 250
BIM Technician $ 135 / $170 / $ 200
CAD Technician $ 115 / $135 / $ 150
Construction Manager $ 175 / $ 200 / $ 225

Consulting
Energy & Sustainability $ 160 / $205 / $ 250
Lighting Design $ 160 / $205 / $ 250
Technology Integration $ 175 / $210 / $ 250
Commissioning $ 150 / $200 / $ 250

Docusign Envelope ID: 22198E69-06FF-48F6-9EAF-0EEC54E98663

GLUMAC - Continue

Project Administration

Project Coordinator $ 175

Project Administrator $ 150

Project Assistant $100

Cost Estimator Consultant:

Leland Saylor Associates

Hourly Billing Rates (2024/2025/2026)

Principal $ 262 / $ 273 / $ 284

Director of Pre-Construction Services/Managing Estimator $ 233 / $ 242 / $252

Senior Project Manager $ 206 / $ 214 / $ 223

Senior MEP Estimator $ 206 / $ 214 / $ 223

Senior Estimator $ 200 / $ 208 / $216

Estimator II $ 174 / $ 181 / $ 188

Estimator I $ 140 / $ 146 / $ 152

Senior Scheduler $ 206 / $ 214 / $ 223

Scheduler $ 174 / $ 181 / $ 188

Technical Services $ 130 / $ 135 / $ 140

Other Costs

Deposition, Mediation, Arbitration, or Trial Fee.....150% of Standard Rate

Reimbursable (lodging, travel, reproduction, Mileage @ IRS mileage rate, per diem, etc.).....At Cost

Consultants.....Cost plus 5%

Docusign Envelope ID: 22198E69-06FF-48F6-9EAF-0EEC54E98663

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $5,000,000 per occurrence/**$10,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Professional Liability/Errors and Omissions:
   $5,000,000 per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated

Docusign Envelope ID: 22198E69-06FF-48F6-9EAF-0EEC54E98663

volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.3**

DATE: March 24, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution approving the update to the City of Livermore Development Plan Check and Procedures Manual, which is used to review entitlement applications, final maps and improvements to the City's infrastructure, dated March 24, 2025, and delegating discretionary authority to the City Engineer to approve future revisions to the manual.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Approving the update to the City of Livermore Development Plan Check Manual dated March 24, 2025;
2. Granting the City Engineer, or their designee, discretionary authority to approve revisions to the City Development Plan Check and Procedures Manual, including any standards contained therein, in accordance with Government Code section 830.6 and with the Livermore Municipal Code section 2.68.595, preserving the City's design immunities.
3. Authorizing the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

SUMMARY

The City of Livermore Plan Check and Procedures Manual is used by engineers, developers, contractors, and the general public to prepare and review final maps and plans for improvements to the City's infrastructure. The proposed modifications to the City Development Plan Check and Procedures Manual reflect recommendations from various City staff and incorporate the latest updates to city processes, laws and standards. These revisions will help ensure the highest quality in public and private improvements throughout the city. In order to preserve the affirmative defense of design immunity, the City Council should also grant to the City Engineer, or their designee, discretionary authority to approve revisions to the City Development Plan Check and Procedures Manual, including any standards contained therein, in accordance with Government Code section 830.6 and with the Livermore Municipal Code section 2.68.595.

DISCUSSION

A committee consisting of staff from the Community Development Department was formed to update the City Plan Check and Procedures Manual, previously adopted on April 14, 2003. The committee solicited input from various divisions, incorporated recent changes in development plan review and procedures, and compiled the results in the updated document. The March 24, 2025 update to the City of Livermore Development Plan Check and Procedures Manual is attached as Exhibit A to the resolution and a copy is on file in the office of the City Engineer.

These revisions to the Development Plan Check and Procedures Manual will assist engineers, developers, contractors, and the general public in better understanding the city's requirements for Final Map and Improvement Plan preparation and review, thereby improving the quality of final maps, improvement plans and public works construction through clear and concise procedures and standards.

Updates include:

- New Regional Water Quality Control Board stormwater regulations
- Subdivision Map Act Changes including the requirement to specify roadway dedications to the city as either an easement or fee title.
- References to form-based City Development Code which now includes subdivision requirements.
- City's use of Community Facility Districts to maintain landscaping and stormwater treatment facilities instead of Landscape Maintenance Districts.
- Notary stamp disclosure.
- Longer lead time for processing City of Livermore staff reports during transition to electronic routing process.
- Policy and Procedure Changes for processing agreements and other legal documents.
- Electronic map and plan check review procedures.
- Electronic DocuSign procedures adopted in 2021.
- Senate Bill 9 provisions, effective January 1, 2024, enacting procedure changes to facilitate more small affordable homes to be built.

To preserve the affirmative defense of design immunity, staff recommends the City Council delegate discretionary authority to the City Engineer to approve future revisions to the City Development Plan Check and Procedures Manual, including any standards contained therein, in accordance with Government Code section 830.6 and with the Livermore Municipal Code section 2.68.595.

FISCAL AND ADMINISTRATIVE IMPACTS

Staff does not anticipate any fiscal and administrative impacts.

COMMUNITY PILLAR

5: A City That Works

GOAL

14: Develop, operate, and maintain the City’s infrastructure

ATTACHMENTS

1. Resolution

2. Exhibit A -City of Livermore Development Plan Check and Procedures Manual - March 24, 2025

Prepared by: Pam Lung
Special Projects Coordinator

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE UPDATE TO THE CITY OF LIVERMORE DEVELOPMENT PLAN CHECK AND PROCEDURES MANUAL DATED MARCH 24, 2025 AND DELEGATING DISCRETIONARY AUTHORITY TO THE CITY ENGINEER TO APPROVE FUTURE REVISIONS TO THE MANUAL

The City of Livermore Plan Check and Procedures Manual is used by engineers, developers, contractors, and the general public to prepare and review final maps, improvement plans, deeds, and associated documents. The manual contains standard conditions of approval, procedures, and checklists.

The updated Development Plan Check and Procedures Manual reflects recommendations from City staff and incorporates the latest updates to city processes, laws, and standards. These revisions will help ensure the highest quality of public and private improvements throughout the City.

To preserve the affirmative defense of design immunity, the City Council should delegate discretionary authority to the City Engineer to approve future revisions to the City Development Plan Check and Procedures Manual, including any standards contained therein, in accordance with Government Code section 830.6 and with the Livermore Municipal Code section 2.68.595.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it:

1. Approves the March 24, 2025 update to the City of Livermore Development Plan Check and Procedures Manual, attached hereto as Exhibit A and a copy of which is on file in the office of the City Engineer.

2. Grants the City Engineer, or their designee, discretionary authority to approve revisions to the City of Livermore Development Plan Check and Procedures Manual, including any standards contained therein, in accordance with Government Code section 830.6 and with the Livermore Municipal Code Section 2.68.595, preserving the City's design immunities.

3. Authorizes the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 24, 2025, by the following vote:

AYES:
NOES:

ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Molly A. O'Toole
Molly A. O'Toole
Assistant City Attorney

Exhibit A – City of Livermore Development Plan Check and Procedures Manual, March 24, 2025

LIVERMORE
CALIFORNIA

DEVELOPMENT PLAN CHECK AND PROCEDURES MANUAL

ADOPTED BY CITY COUNCIL
RESOLUTION NO. 2025-xx
March 24, 2025

EXHIBIT A

CITY OF LIVERMORE

ENGINEERING DIVISION

DEVELOPMENT PLAN CHECK AND PROCEDURES MANUAL

2025

TABLE OF CONTENTS

I. INTRODUCTION

A. DEFINITIONS
B. OBJECTIVES

II. STANDARD CONDITIONS OF APPROVAL

A. PRE-CONSTRUCTION & CONSTRUCTION CONDITIONS
B. STREETS IMPROVEMENTS/SIGNING AND STRIPING/TRAFFIC SIGNALS
C. SANITARY SEWERS/STORM DRAINAGE/WATER SUPPLY
D. OTHER UTILITIES
E. UNDERGROUNDING OF EXISTING OVERHEAD UTILITIES
F. PUBLIC STREETLIGHTS
G. EASEMENTS AND RIGHTS-OF-WAY
H. TRAILWAY/BIKEWAY REQUIREMENTS
I. PARKS
J. MEDIANS AND OTHER PUBLIC LANDSCAPE AREAS
K. FENCES
L. HORTICULTURIST'S REPORT
M. ELEVATIONS
N. LOT AND STREET MONUMENTATION
O. ADDRESSING, MAILBOXES AND STREET NAMES
P. RETAINING WALLS
Q. SUBDIVISION IMPROVEMENT AGREEMENT/SECURITY
R. DEED RESTRICTIONS
S. SOILS
T. FEE AMOUNTS
U. VEHICLE ACCESS
V. DEVELOPMENTS WITH PRIVATE ROADWAYS AND UTILITIES
W. ENVIRONMENTAL MITIGATION MEASURES
X. STORMWATER INSPECTION AND REPORTING REQUIREMENTS
Y. STORMWATER SOURCE CONTROL MEASURES

III. SENATE BILL 9 PROCEDURES & CHECKLISTS

A. MINISTERIAL DWELLING UNIT (BUILDING PERMIT) REVIEW
B. LOT SPLIT (PARCEL MAP) REVIEW

IV. ENTITLEMENT PROCEDURES

A. ADVANCED TEAM MEETING PROCEDURES
B. PROJECT REVIEW
C. TENTATIVE MAP AND ENTITLEMENT SUBMITTAL AND REVIEW
D. DEVELOPMENT AGREEMENTS
E. CONDOMINIUM PROCEDURES (IN ACCORDANCE WITH DEVELOPMENT CODE 10.08)
F. PARCEL MAP WAIVERS (IN ACCORDANCE WITH DEVELOPMENT CODE 10.03.020)
G. LOT LINE ADJUSTMENTS (IN ACCORDANCE WITH DEVELOPMENT CODE 10.04.030)
H. PARCEL MERGERS (IN ACCORDANCE WITH DEVELOPMENT CODE 10.4.040)
I. GENERAL PLAN CONSISTENCY - VACATION OF CITY LAND AND EASEMENTS
J. IRREVOCABLE OFFERS OF DEDICATION, DEEDS AND EASEMENTS
K. ANNEXATION OF LAND
L. PROPERTY ACQUISITION
M. CONDITIONAL USE PERMITS (CUP)
N. SITE PLAN APPROVALS (SPA)
O. AFFORDABLE HOUSING PROJECTS
P. ART PROPOSAL AND INSTALLATION
Q. TELECOMMUNICATIONS

V. BUILDING PERMIT PROCEDURES

A. BUILDING PERMITS WITH NO ENTITLEMENT AND NO MAP
B. BUILDING PERMITS WITH ENTITLEMENTS BUT NO MAP
C. BUILDING PERMITS WITH ENTITLEMENTS AND A MAP
D. INFRASTRUCTURE ACCEPTANCE BY CITY COUNCIL WITHOUT A MAP

VI. FINAL MAP PROCEDURES

A. FINAL MAP AND PLAN PRE-SUBMITTAL
B. FINAL MAP AND PLAN SUBMITTAL
C. FINAL MAP AND PLAN CHECK
D. GRADING PERMIT REVIEW PRIOR TO MAP APPROVAL PROCEDURES
E. BOND ESTIMATE REVIEW
F. JOINT TRENCH PLAN REVIEW
G. ELECTRONIC PLAN AND MAP REVIEW
H. FINAL APPROVAL OF TRACT MAP & CITY COUNCIL APPROVAL
I. ESTABLISHING OR AMENDING A FINANCIAL DISTRICT
J. SEGREGATION OF ASSESSMENTS

K. TRANSMITTAL OF TRACT MAP AND PLANS TO CONSTRUCTION
L. TRANSMITTAL OF PLANS TO MAINTENANCE AND INFORMATION TECHNOLOGY DIVISIONS
M. INSPECTION AND PLAN CHECK FEE CALCULATIONS
N. SUBDIVISION FINAL ACCEPTANCE BY CITY COUNCIL
O. LIVERMORE RECREATION AND PARKS DEPARTMENT (LARPD) PROJECT COORDINATION
P. PROPERTY ACQUISITION FOR DEVELOPMENT PROJECTS

VII. ENTITLEMENT CHECKLISTS

A. ADVANCED TEAM MEETING
B. PROJECT REVIEW
C. TENTATIVE MAP AND ENTITLEMENT SUBMITTAL AND REVIEW
D. PARCEL MAP WAIVER CHECKLIST
E. CONDOMINIUM CHECKLIST
F. LOT LINE ADJUSTMENTS
G. PARCEL MERGERS
H. VACATION OF LAND AND EASEMENTS CHECKLIST
I. OFF-SITE EASEMENT AND RIGHT-OF-WAY SUBMITTAL LIST
J. PROPERTY ACQUISITION
K. DEED, EASEMENT, IRREVOCABLE OFFER OF DEDICATIONS
L. TEMPORARY CONSTRUCTION EASEMENTS RIGHT OF ENTRY OR LEASE AGREEMENTS
M. RECORDING DOCUMENTS
N. ANNEXATION OF LAND
O. CONDITIONAL USE PERMITS (CUP)
P. SITE PLAN APPROVALS (SPA)
Q. AFFORDABLE HOUSING PROJECTS
R. ART PROPOSAL AND INSTALLATION
S. TELECOMMUNICATIONS

VIII. BUILDING PERMIT CHECKLISTS

A. RESIDENTIAL SITE PLAN
B. PLOT PLAN CHECKLIST
C. BUILDING PERMIT CHECKLIST - COMMERCIAL AND RESIDENTIAL
D. BUILDING PERMIT CHECKLIST - HOME ADDITIONS AND ADDITIONAL DWELLING UNITS (SDU, ADU, JADU)

IX. FINAL MAP CHECKLISTS

A. PARCEL MAP, FINAL MAP AND PARCEL MAP WAIVER CHECKLIST
B. IMPROVEMENT PLAN CHECKLIST

C. GRADING PERMIT PRIOR TO MAP APPROVAL CHECKLIST
D. BOND ESTIMATE CHECKLIST
E. JOINT TRENCH PLAN CHECKLIST
F. ELECTRONIC PLAN AND MAP REVIEW CHECKLIST
G. FINAL APPROVAL OF TRACT MAP & CITY COUNCIL APPROVAL CHECKLIST
H. FINANCIAL DISTRICT FORMATION CHECKLIST
I. SEGREGATION OF ASSESSMENT CHECKLIST
J. CONSTRUCTION TRANSMITTAL CHECKLIST
K. INSPECTION AND PLAN CHECK FEE CHECKLIST
L. SUBDIVISION FINAL ACCEPTANCE
M. LARPD FACILITY REVIEW CHECKLIST
N. INFRASTRUCTURE ACCEPTANCE WITHOUT A MAP CHECKLIST
O. TRANSMITTAL OF PLANS TO MAINTENANCE CHECKLIST

X. FINANCING DISTRICT REPORT REQUIREMENTS

A. GENERAL INFORMATION ABOUT FINANCING DISTRICTS
B. LEGAL CONSIDERATIONS REGARDING FINANCING DISTRICTS
C. PROCEDURES FOR FORMATION OF NEW FINANCING DISTRICTS AND PREPARATION OF REPORTS
D. PROJECT COORDINATION PROCEDURES FOR FORMING A FINANCING DISTRICT OR ANNEXING AN AREA INTO AN EXISTING DISTRICT DURING THE FINAL MAP FILING PROCESS
E. DOCUMENTS FOR FORMATION OF A NEW LANDSCAPE MAINTENANCE DISTRICT AND ANNEXATION INTO AN EXISTING DISTRICT
F. DOCUMENTS FOR FORMATION OF A NEW COMMUNITY FACILITIES DISTRICT
G. DOCUMENTS FOR ANNEXATION INTO AN EXISTING COMMUNITY FACILITIES DISTRICT
H. DOCUMENTS FOR ANNEXATION INTO AN EXISTING COMMUNITY FACILITIES DISTRICT WITH UNANIMOUS APPROVAL PROVISIONS

XI. CITY ENGINEERING DESIGN CRITERIA

XII. CITY CONSTRUCTION INSPECTION CRITERIA

I. INTRODUCTION

A. DEFINITIONS

(1) Project Coordinator	City's Engineering staff person who is in charge of the project.
(2) Contact Person	The person designated by the developer, preferably the designer employed by the engineer, to handle all contacts with the City Engineering Division.
(3) Consultant or Engineer	The design firms employed by the developer (including soils engineer, landscape architects and others).
(4) Developer	The project owner
(5) Engineering	The City's Engineering Division
(6) Planning	The City's Planning Division
(7) Building	The City's Building Division
(8) Engineering Inspector	City's Engineering staff person who oversees inspecting the project during construction
(9) Building Inspector	The City's Building staff person who is in charge of inspecting the project during construction.
(10) Caltrans	State of California Department of Transportation
(11) Wheels	Livermore Amador Valley Transit Authority
(12) Zone 7	Zone 7 Water Agency
(13) RWQCB	Regional Water Quality Control Board
(14) LARPD	Livermore Area Recreation and Park District

(15) ACCWP	Alameda County Clean Water Program which is made up of all cities in Alameda County, Alameda County Public Works and Zone 7 Water Agency who jointly hold a RWQCB Stormwater Permit.
(16) Right-of-way	An easement and or fee title ownership over a strip of land and is peculiar in that it is expressly for “passage” purposes, such as for railroads, pipelines, pedestrians, vehicles, and canals, etc. Creation of right-of-way establishes a privilege to pass under, over and across another’s land.
(17) License	Gives a personal privilege that is unassignable and terminable at will, to do something upon another’s land and which contains no interest in the land which is not required by a conveyance. The license does not pass to the heirs or successors in interest of the licensee and does not give third parties a right to sue for interference with its use.
(18) Profit	Permissible servitude upon the land. The right to take something from the land of another such as the right to farm, remove coal, oil, etc.
(19) Natural Rights	Incidental to ownership which attaches to and passes with conveyance of the land. Not easements. Example is a right for normal surface water flow from or onto another’s land.
(20) Negative Easement	Another expression for equitable servitude. It is exemplified by the preservation of light and air space such as in subdivision restrictions, thereby burdening each lot in favor of each other lot.
(21) Dedication	Expresses an intent for the land to be accepted and used for that public purpose. Example: roads on a map.

(22) Vacation	The complete or partial abandonment or termination of the public right to use a street, highway, or public service easement. In Streets and Highways Code Section 8340 the vacation of a street, highway, or public service easement, extinguishes all public easements therein.
(23) Abandonment	Relinquishing rights to an easement, right-of-way or land which is accomplished in a variety of ways. The vacation process transfers ownership to the underlying landowner so private or public underlying property can be transferred. Minor easements created on a map can be abandoned on a map that maps over them and easements or land can be abandoned through a quiet title process.
(24) Grant Deed	A conveyance of real estate, with a written document signed by the Grantor, that transfers in fee (all rights and interested), a described property from the Grantor to the Grantee.
(25) Quitclaim Deed	A deed of conveyance intended to pass along any title interest or claim which the grantor may have (if any) in the property. The grantor remises, releases, and relinquishes any interest he may have in the subject property, without professing that such title is valid.
(26) Grant of Easement	The right of use over the property of another. It can be public or private. An easement granted to the public is one where the rights to enjoyment is vested in the public, generally an entire community, such as an easement for a public street, highway or for utilities. The underlying fee title normally remains with the grantor.
(27) Lost Time	When the revised overall schedule is more than fifteen (15) days beyond the date shown in the first overall schedule. If

	City determines the Developer's Schedule cannot be revised to cure a Lost Time issue, Developer shall pay for additional city staff time.
(28) City Code	Refers to City of Livermore Municipal code. This document is accessible from the City website.
(29) Stormwater Treatment Requirements	Refers to the Regional Water Quality Control Board Municipal Regional Permit requirements that include source control, water quality control and hydromodification.
(30) County Flood Control Requirements	Refers to the Alameda County Hydrology and Hydraulic Manual that was prepared for all work within Alameda County and includes creek set-back requirements.
(31) Hydromodification	Detention of storm water and metering out of storm flows to match the pre-project conditions.

B. OBJECTIVES

This Development Plan Check Manual has been prepared as a source of information and as a guide for engineers and developers. This manual contains standard conditions of approval, procedures, and checklists. It is intended that these items will address several objectives including:

1. Giving the developer and the engineer an overview of what the City's engineering plan check will consist of,

2. Establishing general requirements for improvement plans, maps, and deeds; and

3. Establishing general procedures for checking improvement plans and maps. The checklists of this manual are not intended to be all-inclusive but serve as a general guide to help the design engineer include the necessary design requirements to strive for trouble-free construction, operation, and maintenance of public works facilities. It is the responsibility of the contact person to make complete submittals. Also, it is very important that designs be of a high quality so that the development will not result in excessive future costs being incurred by the City or adjoining property owners.

4. Establishing general requirements and procedures for the electronic review of improvement plans, maps, deeds, and agreements.

An Engineering Division goal is to limit the number of plan checks required in order to approve a project to three. To achieve this goal, the Engineering Division will insist that submittals be complete prior to the start of plan checking. In addition, re-submittals that do not completely respond to comments from the previous plan check will be returned for revision prior to being checked.

The Engineering Division's goal with each plan check is to provide a complete set of comments that identify all items that need to be addressed prior to the next plan check.

As required in the Subdivision Map Act (Section 66456.2(a)) all plan checks will be completed within sixty (60) working days, except that at least 15 working days shall be provided for processing resubmitted improvement plans and maps.

The Engineering Division maintains copies of the Subdivision Map Act, City Standard Details and Specifications, City Benchmark Graphic Information System(GIS) Layer, Slurry Seal Moratorium GIS Layer and Overlay Moratorium Layer, Facilities Planning Guidelines, City Sewer Master Plan, City Storm Drain Master Plan, City Water Master Plan, Recycled Water Master Plan, City Active Transportation Plan , LARPD Design Guidelines, pertinent portions of the Livermore Municipal code, Livermore Development Code, Livermore Downtown Specific Plan, Isabel Neighborhood Specific Plan, Livermore El Charro Specific Plan, South Livermore Valley Specific Plan, Alameda County Clean Water Program Regional Water Quality Control Board Stormwater Permits, Construction General Permit, General Plan. Caltrans Standard Details and Specifications, Caltrans Highway Design Manual, Pavement Management Technical Assistance Program (P-TAP) Report, Asset Management Plans and Traffic Control Device Manual (MUTCD), Traffic Manual for reference during the plan check process. These documents, along with this manual, contain most of the information necessary to design public works facilities.

The City will, from time to time, update or otherwise change this Development Plan Check and Procedures Manual, the Standard Details, the Standard Specifications, the Development Code and the Municipal Code. The engineers must assure themselves that they are using the most recent publication prior to start of design.

II. STANDARD CONDITIONS OF APPROVAL

As noted in the project conditions of approval, the following standard major conditions of approval shall apply to the project, except as modified by the conditions of approval for the project:

A. PRE-CONSTRUCTION & CONSTRUCTION CONDITIONS

1. To the extent permitted by law, the project applicant shall defend, indemnity, and hold harmless the City, its City Council, its officers, boards, commissions, employees and agents from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the applicant to attack, set aside, or void the approval of the project or any permit authorized hereby for the project, including (without limitation) reimbursing the City its attorney's fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.

2. Developer shall not begin construction of the improvements until they provide a complete overall submittal list for city review and a submittal of critical and long lead time items and materials, including but not limited to Traffic Signals, poles, cabinets and appurtenances, pipes and pumps, etc. within one month from the execution of the Subdivision Improvement Agreement.

3. Developer shall not begin construction of the improvements until the City Engineer deems in writing that pre-construction items are complete, including critical submittal approvals, confirmation of long lead time item secured, schedule approval, etc.

4. The developer's contractor shall provide the City with an overall project schedule, including any requests for extended work hours (for all on-site and off-site improvements) for both public and private improvements within one month of the execution of the Subdivision Improvement Agreement. The developer shall also provide a monthly update to the overall project schedule by the first day of each month.

5. If the monthly update shows the overall schedule is more than fifteen (15) days beyond the date shown in the first overall schedule, this shall constitute Lost Time. Within five (5) days of the date that any overall Schedule identifies Lost Time, the Contractor shall submit to City proposed revisions to the overall Schedule to recover the Lost Time. As part of this submittal, the contractor shall provide a written narrative for each revision made to recapture Lost Time. If the revisions include sequence changes, the Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of work. If City determines the Developer's Schedule cannot be revised to cure a Lost Time issue, Developer shall pay for additional city staff time.

6. The developer shall submit a minimum of a two-week look ahead schedule to the City Inspector in a bar chart format which incorporates all changes in progress, services, and scope of work activities.

7. Upon start of construction, Developers contractor shall provide an updated look ahead schedule including a past week schedule showing the prior weeks completed work with each update.

8. Developer shall obtain submittal approval on all critical and long lead time materials and shall have secured and received them prior to start of construction.

9. The developer shall submit all construction submittals to their engineer for review and approval prior to submitting to City for review and approval and shall not install materials without prior City approval.

10. According to the City noise ordinance the City of Livermore prohibits the operation of any loud equipment used in construction, demolition or other repair work during the early morning, evening, weekends and City holidays so this work can only be done Monday through Friday between the hours of 7am – 8pm and Saturday from 9am - 6pm. City Construction inspectors' normal working hours, excluding City-observed holidays, are between the hours of 8:00 a.m. and 5:00 pm., or as authorized in writing by City ("Work Hours"). City reserves the right to charge Developer for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in the overall schedule including reimbursement of unexpected costs incurred for inspection, testing, and construction management services. All holidays and non-working days must be included in the overall schedule calendar. City of Livermore observed holidays are as follows: New Year's Day January 1st; Martin Luther King, Jr. Day (third Monday of January); President's Day (third Monday of February); Memorial Day (last Monday of May); Independence Day July 4th ; Labor Day (first Monday of September); Veteran's Day November 11th ; Thanksgiving Day (third Thursday of November); Day after Thanksgiving Day; Christmas Eve, December 24th; Christmas Day December 25th; New Year's Eve December 31st.

11. The developer shall submit record drawings at the conclusion of each phase to the City Engineer for review and approval prior to acceptance by the City of that phase of the public works improvements for permanent maintenance.

B. STREET IMPROVEMENTS/SIGNING AND STRIPING/TRAFFIC SIGNALS

1. All streets shall have a standard cross section with vertical curbs, gutters, sidewalks, (and landscape medians for major streets), right-of-way widths, and curb-to-curb widths per City Standard Details except as modified by the Project Engineering Considerations (Conditions of Approval).

2. The Developer shall have a certified CASp Specialist review and certify that the design for all pedestrian improvements within the public right-of-way or a public easement complies with a minimum of one the following applicable regulations: American with Disabilities Act (ADA) requirements, the Public Rights-of-Way Accessibility Guidelines (PROWAG), and the latest Caltrans Standard Plan A88a. If an accessibility design cannot meet one of the above listed applicable standards, the Developer shall propose and the CASp Specialist shall concur with a design exception request for approval by the City Engineer or their designee. In addition, the Developer shall have the certified CASp Specialist inspect and certify that pedestrian improvements are installed per the CASp certified design. Certification will include but not be limited to sending a letter to the City Inspector and signing the improvement plans certifying the as-built condition of the pedestrian improvements. Pedestrian improvements include but are not limited to new trails, walkways, sidewalks, accessible ramps, connections between existing and new pedestrian improvements, and modifications to existing pedestrian improvements within or adjacent to the project site, as shown on the approved plans.

3. Pavement widening shall begin where a full City standard pavement section exists. The developer shall have tests performed prior to improvement plan preparation to determine where an adequate street section exists.

4. Any proposed street right-of-way that is in Alameda County outside the city limits that is being dedicated to the City shall be annexed into the City by the developer prior to City approval of the final map and or acceptance of the street right-of-way by separate instruments.

5. When trenching is done in existing improved streets or existing improved streets are widened, the developer shall consult with the City Engineer to determine the appropriate pavement repair needed to restore the structure and surface of the roadway. If an overlay is required, then the developer shall complete a minimum of a two-inch grind with fabric down and a one and one-half inch (1-1/2") thick A.C. overlay over the fabric and the existing pavement. An overlay is necessary for the following reasons: 1) To prevent deterioration of the street as a result of water entering the joint(s) between old and new pavement, 2) To restore a smooth riding surface, 3) To restore the undisturbed appearance of the street surface, 4) To meet current structural section standards, 5) To provide adequate cross-slope, 6) cover utility trench cuts, providing a smooth riding surface.

6. Adequate sight distance based on the Caltrans Highway Design Manual shall be provided at horizontal and vertical curves, and at intersections.

7. Temporary paved turnarounds (30-foot radius) are required on all stub streets over 200 feet long. They shall be of the on-lot (or off-site) design and an easement shall be provided to the City.

8. Bus stop pads (turnouts when on major streets) shall be installed as required by the City and the local bus system authority (Livermore Amador Valley

Transportation Authority LAVTA). All bus stop locations shall be approved by the Engineering Division. The developer is also responsible for contacting LAVTA and getting written approval for bus stop locations. A copy of this written approval shall be provided to the City Engineering Division simultaneously with the second submittal of improvement plans for a particular phase.

9. Roadway bridge and culvert designs shall include a minimum five-foot sidewalk with curb and gutter in accordance with City and/or Caltrans design standards. The hydraulic analysis and structural design of the bridge/culvert shall be subject to the approval of Zone 7 and the City Engineer. At a minimum the bottom of the bridge structure shall be 3 feet above the FEMA 100-year floodplain elevation for any creek crossing.

10. The developer shall submit a separate plan delineating all existing and proposed signing and striping, including transitions to existing striping, for review and approval by the City Engineer. The plan shall be designed in accordance with applicable City Standard Details and Specifications for Public Works Construction and the latest edition of the California Manual on Uniform Traffic Control Devices and Caltrans Standard Plans and Specifications. This plan shall show all driveways and existing and proposed streetlights.

11. The developer shall make all changes related to signing and striping as required by the Engineering Division.

12. Traffic signals shall be in operation at a minimum of fourteen (14) days prior to the first occupancy.

13. A minimum three (3") inch conduit and fiber optic cable as required by the City Engineer for traffic signal interconnection shall be installed along all major streets being constructed with this development. Pull boxes shall be installed at intersections and at regular 200' intervals. This conduit is to provide for future City-wide interconnection of traffic signals to the central computerized traffic signal operations center.

14. All new traffic signals shall use City approved devices, including but not limited to, traffic controller, controller cabinet assembly, service pedestal, battery backup system, video detection system, accessible pedestrian signals, bicycle signals, and Opticom preemption devices.

15. Street name signs shall be installed at each intersection. Signs at traffic signals shall have Diamond Grade retroreflective sheeting per City Standard Details and Specifications.

16. To facilitate adequate advance project planning, the improvement plans and specifications for each project shall include a traffic control plan for each stage of construction. The plan shall provide for moving pedestrians, bicyclists and motorists through or around construction zones in a safe manner.

17. Traffic control plans shall include signing, striping, and lighting for vehicles and pedestrians for each phase of work.

C. SANITARY SEWERS/STORM DRAINAGE/WATER SUPPLY

1. The capacity of the downstream sanitary sewer system shall be determined from the City Sanitary Sewer Master Plan to determine if the lines are adequately sized to accept the additional sewerage from this development. If the downstream lines are found to be inadequate, the developer shall provide additional facilities to accept the additional sewage expected to be generated by this development.

2. In-tract sewer facilities shall be designed to transport sewage consistent with the Facilities Planning Guidelines.

3. A storm drainage study including all phases of the Tentative Map shall be submitted for approval with the improvement plans for the first phase of development. Run-off volumes shall be calculated in accordance with the storm intensities specified in the City Storm Drainage Master Plan and the City's Facilities Planning Guidelines, or Zone 7 requirements for facilities to be dedicated to Zone 7, or Caltrans requirements for facilities within Caltrans right-of-way. Drainage calculations, design and supportive maps shall be provided with the study submittal. Calculations shall take into consideration all drainage areas within the same drainage basin that drain to the periphery of the development, the in-tract run-off and the existing conditions of the downstream receiving facilities.

4. In-tract facilities shall be designed to transport, in addition to the in-tract design run-off, the upstream run-off in volume consistent with the ultimate upstream development. In-tract system shall be designed to transport the run-off from a ten-year storm consistent with the Facilities Planning Guidelines.

5. A secondary overland flow route (unless an alternative measure is approved by the City Engineer) shall be provided to mitigate flooding should the storm drain system become plugged during a storm.

6. All residential lots shall drain positively to the street. If because of unusual site topography drainage to the street isn't possible, lots shall drain directly to a concrete V-ditch, with an inlet provided at each lot. Private storm drainage maintenance easements shall be provided.

7. The developer's storm drainage study shall investigate downstream facilities to determine compatibility with the in-tract system and the ability of downstream facilities to transport design run-off, in- tract plus up-stream, without the occurrence of flooding in violation of the City's storm drainage criteria either in-tract or off-tract. In the event the developer's storm drainage study calculations indicate that the City's storm drainage criteria are not met, in-tract or off-tract,

developer shall provide additional facilities downstream of the development or provide retention or detention facilities to eliminate the flooding. This is in addition to the stormwater treatment and hydromodification requirements described more fully in Section Y that shall be implemented to comply with the latest Regional Water Quality Control Board Municipal Regional Permit.

8. All adjacent work within the creek, and adjacent to the creek that could cause erosion or environmental impacts, including outfalls, must be designed in accordance with the regulatory agency requirements and have approval from Zone 7 as applicable, prior to filing of the final map for the phase in which creek improvements are required.

9. No work shall be allowed within the creek set back area, per Alameda County Hydrology & Hydraulics Manual, unless approved by the City Engineer and/or Zone 7. The creek set back line shall be shown on the map and improvement plans.

10. Where there is natural upstream drainage entering the development, a dual intercepting drainage system is required. The system shall consist of concrete V-ditches, and storm drainpipes and inlets. All drainage facilities for natural upstream drainage (including City open spaces) are to be privately maintained.

11. Certain or all portions of this development are within a flood-prone area as established by F.E.M.A. and have been designated flood hazard (Zone AE, AH, AO, etc.) areas per Title 16 of the City Code relative to flood control regulations. The Developer shall dedicate those areas within the development as required by the City for flood control purposes.

12. The development shall be compatible with the flood hazard areas and regulations as outlined in Title 16 of the City Code. In the event of a conflict between Chapter 16 and these Engineering Considerations, the more restrictive shall govern.

13. Because this development is in or adjacent to the 100-year flood plain as determined by F.E.M.A. a F.E.M.A elevation certificate is required to be submitted to the Project Coordinator who submits it to the Floodplain Manager prior to development and again after final construction. This requirement is outlined in Title 16 of the City Code.

14. The City is a member of the National Flood Insurance Program (NFIP). Development within the 100-year flood plain requires a letter of map revision (LOMR) or a letter of map amendment (LOMA) from the Federal Emergency Management Agency (F.E.M.A.). The Developer shall be responsible to meet all F.E.M.A.'s requirements for map approval. The City will consider the developer's obligation complete when the City has received a revised map or letter (LOMR or LOMA) from F.E.M.A. after construction is complete. The Developer shall pay all required flood insurance premiums.

15. All developed portions of the site shall be outside the 100-year flood areas as determined by F.E.M.A. Development of this site shall not cause increased flooding on adjacent properties. A FEMA no-rise certificate may be required.

16. Because this site is subject to flooding from the 100-year storm, a flood control plan that meets the criteria of both Zone 7 and the Federal Emergency Management Agency (F.E.M.A.) shall be submitted for approval to Zone 7, F.E.M.A., and the City with the improvement plans for the first phase. The plan must contain hydraulic calculations and analysis that demonstrates that the proposed encroachment into the 100-year flood plain will not violate Federal and Zone 7 standards. The plan shall also show that the 100-year flow (Q100) at build-out of the upstream area can be passed through the site as required by Zone 7 and the City.

17. The plan shall also evaluate the stability of existing creek banks that are proposed to remain natural. Bank stabilization measures shall be included if required and permitted by the California Department of Fish and Wildlife, Army Corps of Engineers or the U.S. Fish and Wildlife Service. The plan shall show minimum setbacks from the top of bank in accordance with the creek set-back criteria in the Alameda County Hydrology & Hydraulics Manual, provide an access road along the top of bank adjacent to the development and provide plans for erosion control and re-vegetation of creek banks.

18. For projects within the City of Livermore Water Service Area, the developer shall prepare a water study for providing service (adequate pressure, flow, and3 storage) to this project. The master study shall be compatible with the City Water Master Plan. The water study shall be signed and stamped by a registered civil engineer licensed in the State of California. Additional transmission lines shall be constructed as required by the Engineering Division where there is inadequate service and as may be required by the Master Plan.

19. For projects within the California Water Service Area, the developer may be required by Cal Water to prepare a water study for providing service (adequate pressure, flow, and storage) to this project. The master study, if required, shall be compatible with the Cal Water Master Plan. The water study shall be signed and stamped by a registered civil engineer licensed in the State of California. Any additional transmission lines shall be constructed as required by the California Water Service Company where there is inadequate service.

20. Pressure reducing valves may need to be installed at all service laterals based on the pressure zone.

21. Backflow prevention devices are required, except as noted below, and shall be approved by either the City of Livermore, Zone 7 or Cal Water(as applicable) and installed as required by the State as described in the State Water Resources Control Cross Connection Control Policy Handbook (Adopted December 19, 2023). Five criteria must all be met to qualify for exclusion from this requirement:(1) residential user with one service connection to a low hazard fire

protection system,(2) single service line splits on property for domestic and fire flows,(3) single water industry standard water meter measures combined domestic and fire flows, (4) fire protection system is constructed of piping materials certified as NSF/ANSI Standard 61 and (5) fire protection system is looped within structure and connected to one or more routinely used fixtures to prevent stagnant water (See Water Resources Division to obtain exclusion). Backflow preventors and fire sprinkler master plan are reviewed by the building and fire departments, certified by the building inspector with a copy of the certification paperwork sent to the City Water Resources Division. If exclusion is granted, project coordinator to confirm with the building department whether the proposed residential facility fire suppression system as designed for construction meets these 5 criteria). If not, the developer shall be required to install backflow preventor.

22. Any existing wells on the site shall be abandoned and sealed per Alameda County Zone 7 specifications and details.

23. All projects in areas of the City with recycled water systems shall connect irrigation systems to the existing recycled water system. The city may require toilet and urinals to be connected to the existing recycled water system. The use of city recycled water requires an application to the City Water Resources Division requesting to use recycled water. All new recycled water lines shall be installed in purple pipe. Many distribution lines are under high pressure requiring pressure reducing valves. Only certain areas of the city have this service option.

D. OTHER UTILITIES (Electrical, Gas, Telephone, Cable, and Television)

1. The Developer must make provisions for the installation of an underground electrical distribution system to serve all lots, an underground gas distribution system, an underground telephone service, and underground communication services. The cost of these systems shall be included in the subdivision bond estimate. Electrical services shall also be provided to all parks, medians, and other landscaped areas to serve irrigation controllers as necessary.

2. All joint trench plans shall be submitted with the initial Final Map and Improvement plan submittal for City review.

3. All joint trench plans shall be approved and signed by all the utilities in the joint trench prior to City approval of the Final Map and Improvement Plans.

E. UNDERGROUNDING OF EXISTING OVERHEAD UTILITIES

1. All existing and new electric (with the exception of any 60kv and higher voltage wires) and communication lines along the project frontage and within the project shall be placed underground to the nearest off-site pole (no new poles shall be set) per Development Code 4.02.090. Electric, gas, Communications, Telephone and Telecommunications utilities are required and shall be placed in a common

trench. All electric transformers shall be placed underground for residential developments. (Commercial and industrial developments may have above ground transformers with proper screening per Planning Division requirements per Development Code 4.05.040).

F. PUBLIC STREETLIGHTS

1. The Developer must make provisions for the installation of streetlights and their connection to a PG&E approved electric power source. The street lighting conduit shall be in the utility joint trench and shown on the Joint Trench Plans. Coordination for street light conduit installation will be between the Developer and the utility company installing the joint trench. The cost of the system shall be included in the subdivision bond estimate.

2. A separate street light plan and detail sheet shall be incorporated into the improvement plan set. Street light numbers for public streetlights shall be assigned by PG&E and shown on the street light plans.

3. Streetlights within public right-of-way shall be maintained by the City.

G. EASEMENTS AND RIGHTS-OF-WAY

1. All property being dedicated to the City of Livermore as a condition of these Engineering Considerations shall be dedicated free of any existing encumbrances, assessments or liens.

2. If not already addressed in either a development agreement or conditions of approval, the developer shall enter into the City's standard right-of-way agreement, which specifies how and when the necessary title to an interest in the land shall be acquired from third-party prior to issuance of any applicable permits. The developer is filing a final map, the developer shall enter into this agreement as soon as possible but not less than before the third plan check of the map and improvement plans are submitted to the City if necessary executed easements haven't been provided.

3. Before the final map can be placed on the City Council agenda, one or more of the following must have occurred:

    a. The City project coordinator has received signed deeds for all off-site right-of-way and easements acquired from a third party; or
    b. The developer has executed the standard City contract for real property acquisition through its powers of condemnation to acquire city right-of-way and/or easements, has deposited the estimated acquisition costs into a City trust account and formally requested and the City Council has approved, a resolution of intent to use its powers of condemnation to acquire the rights-of-way and/or easements.

H. TRAILWAY/BIKEWAY REQUIREMENTS

1. Livermore Trails

   Certain portions of this development are within the latest Livermore Active Transportation Plan. The developer will be required to dedicate and develop that certain land within the development for bikeway and trail purposes.

2. Bikeways

   Certain portions of this development are within the latest Livermore Active Transportation Plan. The developer will be required to dedicate and develop that certain land within his development for bicycle route purposes.

3. Maintenance

   Maintenance responsibilities for all active transportation plan improvements outside of the road right-of-way shall be finalized prior to Final Map approval.

I. PARKS

1. Either park land shall be dedicated and park facilities constructed or parking fees shall be paid per City Code.

2. Maintenance responsibilities for park improvements shall be finalized prior to Final Map approval.

J. MEDIANS AND OTHER PUBLIC LANDSCAPE AREAS

1. A landscape and irrigation plan (with an automatic irrigation system) shall be submitted showing the proposed planting to be installed and shall be subject to the requirements of the Development Plan Check and Procedures Manual and the City Standard Details and Specifications. Landscaping shall be in accordance with City standard master plans for planting currently available.

2. Lots that back onto streets shall be so graded in relation to the backing lot wall that the drainage shall be away from the wall. Backing lot areas shall be landscaped in accordance with City standard master plans for planting currently available.

K. FENCES

1. The need for fencing between houses, parks, school, bike path and channel will be determined prior to filing the final map. The Developer shall install fencing or walls as required by the City Engineering Division and Planning Division. All fencing and sound walls shall be owned and maintained by the private home-owner or Home Owners Association.

2. All fencing, sound walls and their foundations shall be located on private property and/or HOA maintained property.

L. HORTICULTURIST'S REPORT

1. With the first submittal of the final map for plan checking, a Horticultural Report shall be submitted by the Developer to the Engineering Division for approval (for all developments on land north of I-580). The report shall be prepared by a qualified horticulturist and shall include, but not necessarily be limited to, the following:

    a. Chemical analysis of the surface soil and sub-soils.

    b. For lots and public areas, a detailed specification for soils preparation; soils importation or exportation, if needed; soils additives, if required; and watering specifications.

    c. Street tree, shrub, plant, and grass varieties which can be successfully grown in the development and including specifications for planting.

    d. Recommendations relative to on-lot irrigation systems.

2. The Developer shall prepare the soil on each lot as outlined in the Horticultural report in order to assure the lot will be suitable for planting. Concurrent with the presentation to the homeowner of the Disclosure Statement for the Department of Real Estate, a Disclosure Statement shall also be given to the potential homeowner which shall consist of detailed instructions for planting of trees, shrubs, and turf within the tract.

3. Such instructions shall be prepared by a qualified Horticulturist based on the soils report. Said instructions and Disclosure Statement shall have the prior approval of the City Engineer. A copy of the Disclosure Statement executed by each of the homeowners within the tract shall be promptly transmitted to the City Engineer.

M. ELEVATIONS

1. All elevations shall be based on the official City of Livermore datum.

2. A vertical datum point (elevation) shall be added to one monument in each new Final Map based on City’s current benchmark information.

N. LOT AND STREET MONUMENTATION

1. All property corners or reference points shall be set or marked in conformance with the requirements of Chapter 15, Article 5, Section 8772 of the Professional Land Surveyors Act (Business and Professions Code Sections 8700-8805).

2. Developer shall install and establish monumentation for streets as shown on map. A monument certification letter shall be provided by a licensed surveyor.

O. ADDRESSING, MAILBOXES AND STREET NAMES

1. In the event the street names are not approved with the entitlement the Developer shall submit three street names per street for City review and approval prior to the First Plan Check submittal.

2. Upon approval of street names developer shall submit an 8-1/2" x 11" plan(s) showing the development layout with street names and building footprints with front door locations on each lot.

3. In the event the Postal Department will not provide door-to-door delivery, the Developer shall identify locations for standard mailboxes for each unit and submit to City for review and approval prior to submitting to Postal Department.

4. The Developer shall submit a mailbox plan (locations and sizes) that has been approved by the Livermore Post Office and show the mailboxes in the Livermore Post Office approved locations with the first submittal of the improvement plans.

5. The Developer shall submit to the City written correspondence from the Postal Department, confirming that all mailbox locations have been approved, prior to scheduling the final map for approval.

6. The Developer shall install a mailbox for each unit at a location and of a design approved by the Livermore Post Office and the City.

P. RETAINING WALLS

1. Any retaining walls required due to differences in grades between lots and public right-of-way shall be located entirely on private land, including the foundation, and constructed of concrete or concrete block of a design approved by the City Engineer and/or approved with building permits as required.

2. Any retaining walls retaining 3 or more feet of soil, or any retaining wall of any height subject to a surcharge shall be constructed of concrete or concrete block of a design approved by the City Engineer. Design calculations and details shall be submitted with first plan submittal.

3. All designs for retaining walls or other stabilization needed along creek banks or to allow buildings, trails or other features to be located within the creek set-back area or floodplain shall be reviewed by the City Floodplain Administrator/Floodplain Manager and approved by the City Engineer and/or

4. Zone 7. Design calculations and details shall be submitted with first plan submittal.

Q. SUBDIVISION IMPROVEMENT AGREEMENT/SECURITY

1. Following tentative map approval, the Subdivision Improvement Agreement will not be submitted to the City Council until the Developer has submitted all of the documents indicated in the "FINAL APPROVAL OF THE TRACT MAP CHECKLIST".

2. Bonds or other approved security acceptable to the City Attorney's Office shall be provided in final approved form a minimum of thirty (30) days prior to the City Council meeting at which the map will be considered for final approval by the City Council. The security amounts (bond or other) shall be as follows:

   a. **Faithful Performance** - 100% of approved Public Works Improvement Cost Estimate

   b. **Labor and Materials** - 50% of approved Public Works Improvement Cost Estimate

   c. **Maintenance** – 15% of approved Public Works Improvement Cost Estimate

3. Developer shall satisfy the City insurance and business license requirements a minimum of 60 days prior to the City Council Meeting.

R. DEED RESTRICTIONS

1. Any proposed deed restrictions, required by engineering, planning, housing or other city department, shall be submitted with the first Final Map submittal and approved prior to approval of improvement plans.

S. SOILS

With the first plan check submittal, the Developer shall submit one paper and one electronic copy of a soils report prepared by a Registered Civil Engineer. The report shall include the results of an investigation of the following:

1. Geology Report

   A preliminary soils and engineered geology report for excavation and grading prepared in accordance with Chapter 33 and Appendix J of the California Building Code (most current edition).

2. Structural Foundation

   A structural foundation investigation shall be made and if critically expansive soils or other problems are revealed, a soils investigation of each lot shall be prepared.

3. Environmental Contamination

   If soil is found to be contaminated a longer clean-up and approval procedure must be followed according to the Alameda County Environmental Health or Regional Water Quality Control Board.

4. Soil Corrosivity

   Conductivity tests shall be made to establish the degree of soil corrosiveness. The following tests shall be required: (1) resistivity; (2) pH and sulfide; and (3) moisture. The soils engineer shall suggest the proper materials for the protection of water mains, water services, etc. These recommendations shall be incorporated into the improvement plans.

5. Grading Plans

   A grading plan shall be submitted with the first final map for review, and approval based on Chapter 33 and Appendix J of the California Building Code (latest City-adopted edition) and in conformance with Geotechnical Soils report. All residential lots shall be graded to drain to the street (unless otherwise approved by the City Engineer). The grading plan shall provide for dust control, erosion control, sediment control and water treatment per Regional Water Quality Board Stormwater Permit requirements. No work shall be allowed prior to City Engineer approval.

   If Rough Grading is permitted by the City Engineer, the rough grading plan shall be only for rough grading. No underground utilities will be allowed with a rough grading plan. The plan shall provide for dust control, erosion control, sediment control and water treatment per Regional Water Quality Board Stormwater Permit requirements without relying on any new underground utilities. No work shall be allowed prior to City Engineer approval. Developer shall obtain a separate building permit from the Building Division for rough grading and construction of retaining walls.

6. Topsoil

   It will be the Developer's responsibility to remove and stockpile all topsoil and scraped from lots during construction and re-spread it prior to occupancy.

7. Erosion Control

   All erosion control activities shall be in conformance with the Regional Water Quality Control Board General Construction Permit and Municipal Regional Permit.

8. Soil Testing

   Compaction testing in the City right-of-way shall be paid for by the City. Compaction testing for improvements on private property shall be conducted by the Developer's Geotechnical Engineer and paid for by the Developer. A compaction certification for each lot shall be provided to the City prior to building.

9. Material Disposal

   The submittal of the grading plan must include a statement of intent regarding on-site balancing of soil or the removal of soil from the site. The submittal shall also include a statement regarding the removal of existing or future building and/or construction debris. If a significant amount of soil will be off-hauled a roadway impact mitigation fee may be required.

   Prior to tract acceptance for maintenance, the developer shall provide the following to the Engineering Division: a dated and signed letter from the owner of the property, receiving soil, other site material, or construction debris, giving permission to receive the soil. For soil, materials, or debris taken to disposal sites, a copy of a disposal site receipt must be provided prior to building occupancy.

T. FEE AMOUNTS

The Developer will be required to pay the applicable development impact fees and project processing fees due in connection with this subdivision. The fees shall be the amount in effect at the time the fees are required to be paid.

U. VEHICLE ACCESS

Prior to or with the submittal for the first plan check of the tract improvement plans and final map, the Developer shall submit for review and approval a traffic control plan for providing safe entry to and exit from the site. The purpose of the plan is to ensure that there will be safe entry and exit by construction and other vehicles, pedestrians, bicyclists, etc. prior to the installation of the required permanent improvements on the entry street.

V. DEVELOPMENTS WITH PRIVATE ROADWAYS AND UTILITIES (Condominiums, Row Houses, Cluster, etc.)

1. The Developer must submit with the first Final Map Submittal, for City approval, a systems map (on the cover page or second page) showing what is publicly and privately inspected and publicly and privately maintained and the draft Covenants, Conditions, and Restrictions of the Homeowners' Association(s) that shall guarantee the permanent maintenance of all improvements in common areas.

2. Improvements in common areas shall be inspected by the City and maintained by the Homeowners' Association and may include, but not be limited to, the following:

    - Street Lights
    - Surfaced Areas
    - Sanitary Sewers
    - Storm Drains
    - Landscaping, Irrigation and Planted Areas
    - Parks
    - Trails and Sidewalks
    - Water Lines
    - Fire Lanes and Hydrants
    - Area Lighting
    - Retaining Wall & Fencing
    - Emergency Vehicle Access
    - Stormwater Treatment Areas

3. Private streets shall be designed to a structural adequacy based upon soil tests, City of Livermore Details and Specifications, and State standard methods of design with the recommended design submitted within the project soils report. The Developer and the on-site soils engineer shall be responsible for satisfactory inspection of the private improvements and necessary on-site compaction testing.

4. Lighting on private streets shall be provided for safety. The street lighting shall be approved by the City Engineer.

5. The Developer shall have a certified CASp Specialist review and certify that the design for all pedestrian improvements within a public easement complies with the regulations identified in B.2. of these Standard Conditions.

W. ENVIRONMENTAL MITIGATION MEASURES

Site specific environmental mitigation measures listed in the environmental permits should be adhered to for each site. PLEASE REFER TO THE FINAL ENVIRONMENTAL DOCUMENTS AND/OR PERMITS FOR THE PROJECT. Mitigation measures generally include but are not limited to the following:

1. Tree and Shrub and Ground Nesting Surveys completed one week prior to initiation of construction.
2. Perimeter Fencing for Silt Control and Species Exclusion
3. Biological Monitoring
4. Exclusion fencing shall be placed between the creeks and grading areas for construction in the dry season as well as the wet season.
5. Pre-construction survey for western pond turtles.
6. Pre-construction survey for burrowing owls.
7. Avoid and minimize disturbance to waters of the United States.
8. Stop work if buried cultural deposits are found during construction activities.
9. Including but not limited to Tiger Salamander, Red legged frog, Livermore Tar Plant, Kit Fox, etc.

Provide biologist, if needed, for biological monitoring. Biologist to review site to do pre-construction survey prior to work and shall review any proposed work within the creek to determine if there are any biological impacts and if any biological monitoring is needed.

Developer shall provide the necessary evidence that all environmental monitoring, reporting, mitigation measure and deed restriction or conservation easement requirements have been satisfied.

X. STORMWATER INSPECTION AND REPORTING REQUIREMENTS

1. All projects must have an erosion control plan and comply with the Regional Board Section C.3 & C.6 NPDES Permit requirements. In addition to this if a project will be disturbing over one acre of soil a notice of intent must be filed. Qualified Stormwater Developer (QSD) must prepare a Stormwater Pollution Prevention Plan (SWPPP), upload it into the SMARTS system and receive a WID number from the RWQCB prior to grading plan approval. A copy of the SWPPP must be kept on-site at the construction site. Upon completion of improvements a Notice of Termination shall be submitted by the Developer by uploading into the SMARTS system and approved by the RWQCB prior to project acceptance by City Council.

2. At a minimum the Developer shall provide a Qualified Stormwater Developer or Practitioner to inspect the project site during construction.

3. For projects on City of Livermore owned land the Developers QSD/QSP is responsible for entering data and daily reports into the RWQCB SMARTS system. Since the City Manager is the legally responsible party for all city owned land the Developer shall request access from the City to enter data and upload daily reports into the RWQCB SMARTS system.

Y. STORMWATER SOURCE CONTROL MEASURES

The Regional Water Quality Control Board Municipal Regional Permit adopted Order R2-2022-0018 and all adopted updates reissuing the Alameda Countywide NPDES municipal stormwater permit for the Alameda Countywide Clean Water Program. The 17 member agencies, including Livermore, are subject to this permit and all its requirements including the following:

> *"The Permittees shall, as part of their continuous improvement process, submit enhanced new development and significant redevelopment Performance Standards that summarize source control requirements for such projects to limit pollutant generation, discharge, and runoff, to the maximum extent practicable…"*

Trash capture devices shall be incorporated into all developments where trash capture is needed in accordance with the City of Livermore trash capture plan. In accordance with this requirement, the following source control measures are incorporated as part of these Standard Conditions of Approval and required, where applicable, on New Development Projects within the City of Livermore.

Required Source Control Measures

I. STRUCTURAL CONTROL MEASURES

A. Illegal Dumping to Storm Drain Inlets and Waterways

On-site storm drain inlets, except inlet located in landscaped area, shall be clearly marked with the words “No Dumping! Drains to Bay” with a metal marker. Metal discs are available for purchase from the Water Resources Division. For ordering information, please call 925-960-8100. For projects with newly-developed, privately-maintained streets, agency staff will verify that storm drain inlets have been marked before the final sign-off on the project’s building permit or encroachment permit.

B. Interior Floor Drains

Approved interior floor drains shall be plumbed to the sanitary sewer system and shall not be connected to storm drain system. The applicant shall contact the Water Resources Division for specific connection and discharge requirements.

C. Parking Garages

Interior level parking garage floor drains shall be connected to a sand/oil interceptor or equivalent water treatment device approved by the Water Resources Division prior to discharging to the sanitary sewer system. For every sand/oil interceptor a sampling/testing area is required to be installed after the water leaves the interceptor and prior to water entering into the sewer system.

D. Pesticide/Fertilizer Application and Irrigation

1. Landscaping shall be designed to minimize irrigation and runoff, promote surface infiltration where possible, minimize the use of fertilizers and pesticides that can contribute to stormwater pollution, and incorporate appropriate Bay-Friendly Landscaping principles.

2. If a landscaping plan is required as part of a development project application, the plan shall meet the following conditions related to reduction of pesticide use on the project site:

    a. Where feasible, landscaping shall be designed and operated to treat stormwater runoff by incorporating elements that collect, detain, and infiltrate runoff. In areas that provide detention of water, plants that are tolerant of saturated soil conditions and prolonged exposure to water shall be specified.

    b. Plant materials selected shall be appropriate to site specific characteristics such as soil type, topography, climate, amount and timing of sunlight, prevailing winds, rainfall, air movement, patterns of land use,

ecological consistency and plant interactions to ensure successful establishment.

c. Existing native trees, shrubs, and ground cover shall be retained and incorporated into the landscape plan to the maximum extent practicable.

d. Unless otherwise specified, proper maintenance of landscaping shall be the responsibility of the property owner.

e. Integrated pest management (IPM) principles and techniques shall be encouraged as part of the landscaping design. Some examples of IPM principles and techniques include the following:

i. Select plants that are well adapted to soil conditions at the site.
ii. Select plants that are well adapted to sun and shade conditions at the site. Consider future conditions when plants reach maturity. Consider seasonal changes and time of day.
iii. Provide irrigation appropriate to the water requirements of the selected plants.
iv. Select pest and disease resistant plants.
v. Plant a diversity of species to prevent a potential pest infestation from affecting the entire landscaping plan.
vi. Use “insectary” plants in the landscaping to attract and keep beneficial insects.

3. Landscaping shall also comply with City of Livermore’s “Water Efficient Landscape Ordinance”. However, areas of a site used for bioswales or other landscaped areas that function as a stormwater treatment measure shall be exempt from the Water Efficient Landscaping requirements.

4. An efficient irrigation system shall be installed in areas requiring irrigation. An example of an efficient irrigation system is one that includes a weather-based (automatic, self-adjusting) irrigation controller with a moisture and/or rain sensor shutoff, and in which sprinkler and spray heads are not permitted in areas less than 8 feet wide.

E. Pool, Spa, and Fountain Discharges

1. New or rebuilt swimming pools, hot tubs, spas and fountains must have a connection to the sanitary sewer to facilitate draining. This connection could be a drain in the pool to the sanitary sewer or a cleanout located close enough to the pool so that a hose can readily direct the pool discharge into the sanitary sewer cleanout.
2. When draining is necessary, a hose or other temporary system shall be directed into a sanitary sewer cleanout, or vegetated areas that are large enough to

accommodate the volume without allowing the discharged water to flow to the storm drain system or receiving water body.

F. Food Service Equipment Cleaning

1. Food service facilities (including grocery stores) shall have a sink or other container for cleaning floor mats, equipment, and hood filters, which is connected to a grease interceptor prior to discharging to the sanitary sewer system. The cleaning area shall be large enough to allow for the largest type of equipment that must be cleaned at the facility. The cleaning area shall be indoors or in a roofed area outdoors and must be plumbed to the sanitary sewer. The discharge of wastewater from these washing activities to the storm drain system is prohibited. Outdoor cleaning areas shall be designed to prevent stormwater run-on from entering the sanitary sewer and to prevent wastewater runoff to the storm drain from washing activities. Signs shall be posted indicating that all food service equipment washing activities shall be conducted in this area.

2. An oil and grease interceptor with a minimum size of 750 gallons is required for all food service facilities (including restaurants and grocery stores). Facilities that do not have any cooking or any other grease generating processes may request an exemption from this requirement.

G. Solid Waste and Recycling Container Enclosures

1. New or redevelopment projects shall provide an enclosed area for recyclable materials, compostable materials, and solid waste materials. An enclosure must accommodate an adequate number of containers with adequate capacity to serve the existing and future occupants of the premises. The area shall be designed to prevent outside storm rain or run-off inside the enclosure, to prevent runoff from inside the enclosure area, and to properly contain recyclable materials, compostable materials, and solid waste materials . If a water supply is required by the Health Department, it shall drain to the sanitary sewer via connection to an approved oil and grease interceptor device.

2. Runoff from a solid waste and recycling container enclosure shall not discharge directly to the storm drain system. The solid waste enclosure shall be designed to avoid outside storm rain or run-off inside the enclosure area. In some cases, drains are not required within the enclosure. Compactors for solid waste or compostable materials must have a drain to the sanitary sewer with an approved oil and grease separator. Any water or utility lines must be protected from damage from collection vehicles and containers.

3. If the enclosure will serve a food cooking business, extra space should be designed for the storage of tallow bins. Stored tallow bins shall not block the franchisee’s vehicle access to recyclable materials, compostable materials, and solid waste.

H. Outdoor Process Activities/Equipment[1]

1. Process activities shall be performed either indoors or in roofed outdoor areas. If performed outdoors, the area shall be designed to prevent the "run-on" of stormwater drainage, as well, as the runoff from the area with process activities.

2. Process equipment areas shall drain to the sanitary sewer system. The applicant shall contact the Water Resources Division for specific connection and discharge requirements.

3. Examples of businesses that may have outdoor process activities and equipment include machine shops and auto repair shops, and industries that have pretreatment facilities.

I. Outdoor Equipment/Materials Storage

1. All outdoor equipment and materials storage areas shall be covered and/or contained with a berm or shall be designed with Best Management Practices (BMP) that effectively minimize the potential runoff and contact of stormwater to pollutants.

2. Storage areas containing non-hazardous liquids shall be covered by a roof and be contained by berms, dikes, liners, vaults or similar spill containment devices.

3. All on-site hazardous materials and waste, as defined and/or regulated by the California Public Health Code must be used, managed, and stored in compliance with the applicable Livermore Pleasanton Fire Department's requirements and regulations.

J. Vehicle/Equipment and Commercial/Industrial Cleaning

1. Wastewater from vehicle and equipment washing operations shall not be discharged to the storm drain system. Auto dealerships, however, may rinse off vehicle exterior surfaces for appearance purposes, provided only a minimum volume of water is used without soap or other cleaning agents.

2. Commercial/industrial facilities having vehicle/equipment cleaning needs shall either provide a roofed, bermed area for washing activities or discourage vehicle/equipment washing by removing hose bibs (faucets) and installing signs prohibiting such uses. Vehicle/equipment washing areas shall be paved, designed to prevent run-on to or runoff from the area, and plumbed to drain to the sanitary sewer via an oil water separator with a minimum size of 750-gallons or an approved equivalent pretreatment device.

[1] Examples of businesses that may have outdoor process activities and equipment include machine chops and auto repair shops, and industries that have pretreatment facilities.

3. Commercial car wash facilities shall be designed and operated such that no runoff from the facility is discharged to the storm drain system. Wastewater from the facility shall discharge to the sanitary sewer via an oil water separator with a minimum size of 750-gallons or an approved equivalent pretreatment device.

4. All facilities, which discharge wastewater generated from vehicle or equipment washing, must obtain a wastewater discharge permit from the City of Livermore's Water Resources Division prior to the commencement of the discharge.

K. Vehicle/Equipment Repair and Maintenance

1. Vehicle/equipment repair and maintenance shall be performed in a designated area indoors, or if such services must be performed outdoors, in an area designed to prevent the run-on and runoff of stormwater. Oil and other automotive fluid change service must always be performed indoors.

2. Secondary containment shall be provided for exterior work areas where hazardous materials or hazardous wastes are used or stored. Drains shall not be installed within the secondary containment areas.

3. Vehicle service facilities shall not contain floor drains.

4. Tanks, containers, or sinks used for parts cleaning or rinsing shall not be connected to the storm drain system. Tanks, containers, or sinks used for such purposes shall not be directly connected to the sanitary sewer. Discharges to the sanitary sewer from such operations require prior approval from the Water Resources Division. The applicant shall contact the Water Resources Division for specific connection and discharge requirements.

L. Fuel Dispensing Areas

1. Fueling areas[2] shall have impermeable surfaces (i.e., portland cement concrete or equivalent smooth impervious surface) that are: a) graded at the minimum slope necessary to prevent ponding; and b) separated from the rest of the site by a grade break that prevents stormwater run-on to the maximum extent practicable. The fueling area shall be defined as the area extending a minimum of 6.5 feet from the corner of each fuel dispenser or the length at which the hose and nozzle assembly may be operated plus a minimum of one foot, whichever is greater

2. Fueling areas shall be covered by a canopy or roof that extends a minimum of ten feet in each direction from each pump. Roof downspouts from the canopy or roof shall not drain onto the fueling area.

[2] The fueling area shall be defined as the area extending a minimum of 6.5 feet from the corner of each fuel dispenser or the length at which the hose and nozzle assembly may be operated plus a minimum of one foot, whichever is greater.

M. Loading Docks

Loading docks shall be graded to minimize run-on to and runoff from the loading area.

1. Roof downspouts shall be positioned to direct stormwater away from the loading area. Stormwater runoff from loading dock areas shall be connected to a post-construction stormwater treatment measure(s) prior to discharge to the storm drain system.

2. Door skirts between the trailers and the building shall be installed to prevent exposure of loading activities to rain, unless one of the following conditions applies: the loading dock is covered, or the applicant demonstrates that rainfall will not result in an exposure of stormwater to pollutants.

N. Fire Sprinkler Test Water

Provisions shall be made in the project design and construction to allow for the discharge of fire sprinkler test water to an onsite vegetated area. If this is not feasible, provide for discharge to the sanitary sewer in accordance with current plumbing codes.

O. Miscellaneous Drain or Wash Water

1. Boiler drain lines shall be connected to the sanitary sewer system and may not discharge to the storm drain system.

2. For small air conditioning units, air conditioning condensate shall be directed to landscaped areas as a minimum BMP. For large air conditioning units, in new developments or significant redevelopments, condensation lines shall be connected to the sanitary sewer system, wherever feasible.

3. Roof drains shall discharge directly into landscaped areas and drain away from the building foundation to landscaped areas, not across pedestrian or bicycle travel ways, wherever feasible.

4. Washing and/or steam cleaning activities must be performed at an appropriately equipped facility that drains to the sanitary sewer as specified in Section J. Any outdoor washing or pressure washing must be in compliance with the City's Stormwater Management Program requirements and managed in such a way that there is no discharge of soaps or other pollutants to the storm drain system. The applicant shall contact the Water Resources Division for specific discharge requirements.

P. Architectural Copper Installation

Projects with architectural copper should, if possible, purchase copper materials that have been pre-patinated at the factor. Whether patination is done offsite or onsite, applicant should consider coating the copper materials with an impervious coating that

prevents further corrosion and runoff. If patination is done on-site, implement one or both of the following:

1. Collect rinse water in a tank and pump to the sanitary sewer. Contact the City of Livermore Water Resources before discharging to the sanitary sewer.

2. Collect the rinse water in a tank and haul off-site for proper disposal.

II. OPERATIONAL BMPS

This section details Best Management Practices (BMP) that private property owners and/or the occupants of private property must implement following the construction of projects. Ultimately, the responsibility for implementation of these BMPs rests with the property owners. The City of Livermore's Source Control Program routinely performs inspections of industrial and commercial sites to verify BMP implementation and effectiveness.

A. Paved Sidewalks and Parking Lots

Sidewalks and parking lots shall be swept regularly to minimize the accumulation of litter and debris. Wash water resulting from the pressure washing of parking lots must be captured, pretreated (if necessary) to meet local discharge limits, and discharged to the sanitary sewer. Wash water resulting from the pressure washing of sidewalks may be allowed to drain to the storm drain system provided that (a) no soap or other cleaning agents are used, and (b) all debris are trapped and collected to prevent entry into the storm drain system. Under no circumstances shall wash water containing any soap or other cleaning agents be discharged to the storm drain system.

B. Private Streets, Utilities and Common Areas

1. The owner of private streets and storm drains shall prepare and implement a plan for street sweeping of paved private roads and cleaning of all storm drain inlets.

2. For residential developments, where other maintenance mechanisms are not applicable or otherwise in place, a Property Owners Association, Landscape& Lighting District, or an equivalent mechanism shall be created and shall be responsible for maintaining all private streets and private utilities and other privately owned common areas and facilities on the site including landscaping. These maintenance responsibilities shall include implementing and maintaining stormwater BMPs associated with improvements and landscaping. CC&R's creating the association shall be reviewed and approved by the City prior to the recordation of the Final Map and recorded prior to the sale of the first residential unit. The CC&R's or Landscape & Lighting District shall describe how the stormwater BMPs associated with privately owned improvements and landscaping shall be maintained and detail contact information for the entity responsible for such maintenance activities.

C. Vehicle/Equipment Repair and Maintenance

1. No person shall dispose of, or permit the disposal, directly or indirectly, of vehicle fluids, hazardous materials, or rinsewater from parts cleaning operations into storm drains.

2. No vehicle fluid removal shall be performed outside a building, or on asphalt or ground surfaces, whether inside or outside a building, except in such a manner as to ensure that any spilled fluid will be in an area of secondary containment. Leaking vehicle fluids shall be contained or drained from the vehicle immediately.

3. No person shall leave unattended drip parts or other open containers containing vehicle fluid, unless such containers are in use or in an area that cannot discharge to the storm drain.

D. Fueling Areas

The property owner shall dry sweep the fueling area and spot clean leaks and drips on a routine basis. Fueling areas shall not be washed down with water unless the wash water is collected and prevented from discharging to the storm drain system. Wash water resulting from the pressure washing of fueling areas must be captured, pretreated (if necessary) to meet local discharge limits, and discharged to the sanitary sewer or hauled offsite for proper disposal through a licensed waste hauler.

E. Loading Docks

The property owner shall ensure that BMPs are implemented to prevent potential stormwater pollution. These BMPs shall include, but are not limited to, a regular program of sweeping, litter control, and spill clean-up.

F. On-site Storm Drains

All on-site storm drains must be inspected and, if necessary, cleaned at least once a year immediately prior to the rainy season.

G. Architectural Copper Cleaning, Treating or Washing

When cleaning, treating or washing architectural copper features, implement one or both of the following:

1. Collect rinse water in a tank and pump to the sanitary sewer. Contact the City of Livermore Water Resources before discharging to the sanitary sewer.

2. Collect the rinse water in a tank and haul off-site for proper disposal.

III. POST-CONSTRUCTION MEASURES

A. All infrastructure (including but not limited to roadways, underground utilities, traffic signals, lighting, etc.) shall be maintained by the Developer until the Development is accepted by the City Council.

B. Before the City Council will accept the project all conditions of approval shall be complied with, and the following must be complete and received by the City Engineer.

1. All construction shall meet the City Occupancy Requirements prior to any building occupancy. City occupancy requirements include, but are not limited to, the following:

    a. All underground facilities.
    b. Buildings
    c. AC pavement
    d. Portland cement concrete improvements including but not limited to curb, gutter, sidewalk, driveways, and access ramps.
    e. Finish grading within the street right-of-way.
    f. Street name signs.
    g. Traffic regulatory signs, striping and markings.
    h. Streetlights and signals installed and energized.
    i. Fire hydrants installed and accepted.
    j. All potential hazards removed within the street right-of-way.
    k. Street and sidewalks and driveways cleaned.
    l. Water meters and boxes installed as well as backflow preventors as applicable.
    m. Sanitary sewers cleaned out.
    n. Street trees installed* (* the Developer may provide a tree bond to receive occupancy).
    o. Pad certifications for all lots.
    p. Compaction certifications for all lots.
    q. CASPs certifications for all ADA accesses.
    r. Manuals for specialty equipment.
    s. All training on equipment or systems satisfactorily completed.
    t. Any reports/final approvals from any permitting agencies.

2. The Developer shall promptly remove all rubbish, debris, unused materials, concrete forms, construction equipment and temporary structures and facilities used during construction. Final acceptance of the Work by the city will be withheld until the Developer has satisfactorily complied with the foregoing requirements for final cleanup of the project site.

3. The Developer shall submit the following items to the City Engineer:

   b. Anything required in the Development Agreement.
   c. Anything required in the Conditions of Approval.
   d. Written guarantees or warranties.
   e. Record drawings as specified in Section 013300 “Submittals” in City Standard Specifications, including, updated Engineering Estimate items and quantities matching As-Built plans for GASB reporting.
   f. Completed Pavement Management Form.
   g. Maintenance stock items, including special parts; spare parts; special tools
   h. Signed-off permits, CASPs certification, and/or certificates of inspection and acceptance by local governing agencies having jurisdiction.
   i. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

III. SENATE BILL 9 PROCEDURES & CHECKLISTS

In September 2021, the Governor signed Senate Bill 9 into law, pertaining to residential development in residential zoning districts for all California cities. The new legislation, effective January 1, 2022, overrides local zoning controls and allows property owners within a single-family residential zone to build two units and/or subdivide their lot into two parcels for a total of four units.

The City must ministerially approve a project that:1) proposes two units on a parcel in a single-family zoning district; and 2) conforms to the requirements of SB 9. The city must also ministerially approve a project that: 1) proposes to split a parcel in a single-family zoning district into two parcels; and 2) conforms to the requirements of SB 9. The lot split and two-unit provisions may be used together, which allows for a maximum of four units where there was previously one. The city cannot require the correction of structures that don't meet current zoning standards when SB 9 is used. However, when structures cross property lines, special structure accommodations are needed as required by the building code or possible demolition/relocations if building code standards cannot be met.

Properties within single family zones may combine the provisions of SB 9 with state Accessory Dwelling Unit (ADU) law. ADU law specifies the number of ADUs allowed on each parcel based on use, not zoning. Therefore, the number of ADUs allowed is directly related to how many primary dwelling units are located on the parcel. For example, if one primary dwelling unit is located on the parcel, up to one ADU may be placed on the property, as allowed by state ADU law. However, under SB 9, ADUs count towards the maximum number of units allowed on a parcel when a lot split occurs. A maximum of four units, including ADUs, are allowed where there was previously one. To meet the requirements of SB 9, the City developed a procedure to streamline this process. Applicants submit documents listed in the sections below for SB 9 Building and Lot Split Projects.

A. MINISTERIAL DWELLING UNIT (BUILDING PERMIT) REVIEW

1. PROCEDURES

To apply for ministerial approval of two units on a single parcel submit a building permit application, Local Compliance Affidavit and all documents as described in the Building Permit submittal checklist below. This request for approval will be processed by the building division. Building Division staff determine completeness of ministerial approval of two units. Incomplete applications will not be processed. Please note, if proposing both a lot split and two-unit approval the lot split shall be approved and recorded prior to submitting a building permit application for approval of two-units.

The Building Department refers the building permit submittal to the Engineering Admin tech who logs in the project and provides it to the Senior Development Engineer overseeing these ministerial reviews and the Senior Engineer assigns it to the Project Coordinator.

The Project Coordinator reviews these projects for technical compliance against the SB 9 building permit checklist and improvement plan checklist also listed below and carefully make sure there are no conflicts with existing utilities or other underground structures on the site and that all utilities can be connected to the public mains in the fronting street. The health and safety of the residents who are living on the site and those who will live in the future new homes must be considered carefully during the lot split review since no entitlement review will take place.

2. SUBMITTAL CHECKLIST

A. CHECKLIST FOR SUBMITTAL OF PROPOSED MINISTERIAL DWELLING UNITS

1. Provide proposed grading and drainage plans showing functional stormwater runoff with no ponding.

2. Provide proposed and existing utility plans and identify tie-in locations.

   a. If a new accessory dwelling unit is proposed, utilities are to be provided from existing single-family residence.
   b. If a new single-family residence is proposed, provide new utility connections from public right of way.

3. Provide fire access to any new proposed dwelling unit with a minimum of 5 feet clearance. If access to the proposed dwelling unit is greater than 150 feet from the centerline of the public right-of-way to furthest exterior wall, additional fire code requirements may be required.

3. REVIEW CHECKLIST

SB 9 CHECKLIST FOR REVIEW OF PROPOSED MINISTERIAL DWELLING UNITS

___ Planning staff has reviewed the submittal for code requirements.

___ Stormwater Quality Checklist filled out, signed and submitted with Building Permit Submittal. Required for all projects adding or replacing 2,500 square feet or more of impervious surface.

___ Clean Water Site Measures Declaration" filled out, signed and submitted with Building Permit Submittal required for single family residential lot projects replacing under 2,500 square feet.

___ Plan sheet, full size 24" x 36" or 81/2" x 11" for plot plans included showing existing City utilities across or along parcel. City easements are shown with no trees or structures shown within them. Utility base maps are available from the Engineering Division.

___ Plans shall show the property lines with dimensions and public and private easements with dimensions.

___ If the home or multi-family unit is an affordable housing unit, each affordable unit shall be noted on the plan.

___ Plans incorporate all existing utilities and surface improvements for existing frontage improvements for conformance and potential conflicts. Drawings are available from the Engineering Division.

___ If site includes new public street improvements or new public utility mains, use Development Plan Check and Procedures Manual Final Map Improvement Plan Checklists for new improvement requirements. Checklists are annotated and submitted with building permit submittal.

___ City utility information on Geographical Information System (GIS) checked for existing City utilities across or along parcel. No trees or structures within City easements. Utility information is available from the Engineering Division.

___ North arrow and scale (noted and graphical) shown on drawing.

___ Name, address, and telephone number of designer preparing plan shown.

___ Tie-in to public water, sewer, and storm drain shown on plan.

___ Existing utility structures shown (such as P.G. & E. vaults).

___ Grading plan provided showing top of curb elevations, pad elevations, high point elevations, low point elevations, and storm drain system with grate elevations and pipe invert elevations.

___ If stormwater treatment devices are included in the design they shall be designed to meet the latest stormwater C3 requirements and be shown on a stormwater quality control plan sheet with font greater than 1/8inch. The minimum size of Bio-retention swales shall be 0.04 sf per 1s.f. of impervious surface draining into the swale. If new or replaced impervious

surface is over 2,500 sf stormwater calculations are required (shown on plan or submitted separately). If new or replaced impervious surface is over 1 acre, Bay Area Hydrograph Model (BAHM) calculations are also required.

___ The following site data is provided on the plans:

a. (Ex) Site square footage
b. (Ex) Landscape square footage
c. New landscape square footage installed
d. (Ex) hardscape (impervious surface) square footage removed/replaced
e. (Ex) Landscape square footage removed/replaced
f. New hardscape (impervious surface) installed
g. Pad elevation (Existing & New)
h. Finished Floor elevation (Existing & New)

___ Cal Water service requirement and/or state regulations require a backflow preventor to prevent cross contamination from the fire sprinkler system. Residential back flow preventer shall be located as close to the house as possible or within 20 feet of water meter to be shown on plan per Detail W-22. Back flow preventer shall be screened per planning requirements.

___ Off-site improvements constructed in accordance with City Standard Details and Specifications. These documents can be found on the City's website.

___ Sewer service provided with cleanout per City Standard Detail S-5A.

___ Location and screening of above ground utility box.

___ Sizes, slopes, and invert elevations of all drainage pipes shown.

___ A minimum slope of 2% for ten feet (minimum) from the building pad is required for drainage.

___ Asphalt concrete pavement areas drain at a minimum slope of 1% once beyond the 10' envelope around the building.

___ Portland cement concrete pavement areas drain at a minimum slope of 0.5% once beyond the 10' envelope around the building.

___ Drainage not blocked by on-site curbs.

___ Storm water inlets/area drains provided at all low points (no bird's baths).

___ Upstream natural drainage adequately intercepted and transmitted to the public storm drain system.

___ No drainage onto adjacent properties.

___ Natural drainage from existing adjacent properties accepted. Blockage of natural upstream drainage not permitted.

___ Onsite private storm drainpipes sized to handle flow with minimum size of 3". Public storm drainpipes sized to handle flow with minimum size of 12".

___ Positive drainage checked for pipes (mathematics of pipe slopes checked).

___ No crossing conflicts between sanitary sewer and storm drain.

___ Landscape plans checked for proper sight distance at driveways. No landscaping or mounding shall be placed 30" above the top of curb in the line of sight. Landscaping in the line of sight shall be no greater than 30" above the top of curb. Full grown tree species shall be such that the canopy shall be a minimum of 8 feet above the top of curb when located in the line of sight.

___ Proper driveway width for one- or two-way traffic.

___ Field check for existing utility conflicts. Plans note relocation of conflicting utilities.

___ Driveways located at existing streetlights, fire hydrants, storm water inlets, or utility boxes, show approved relocation of existing facilities or traffic box provisions OR relocated to avoid the conflicts and meet city clearance/spacing requirements and site distance requirements.

___ No sewer lateral direct connection to sanitary sewer trunk mains (12" diameter and larger). Connections to sanitary sewer trunk mains only permitted with a city standard sanitary sewer maintenance hole.

___ Street trees installed per detail (street tree planting per Planning Division requirements).

___ Excessive utility trenching in existing street requires a resurfacing of street across entire site frontage. See final planning action and approved engineering considerations for type of resurfacing required.

___ Following notes placed on plan:

a. All off-site improvements shall be constructed in accordance with City of Livermore Standard Details and Specifications.
b. An Encroachment Permit shall be obtained from the Permit Center, located at 1052 South Livermore Avenue, prior to the start of any improvements within the public right-of-way.
c. Replace all defective curbs, gutter, sidewalk, and driveway as directed by the City Engineer.
d. All new and upgraded existing utility services shall be installed underground.
e. As-built plans for public improvements provided prior to occupancy.

___ For custom homes, place the following notes on plans:

PAD COMPACTION AND PAD ELEVATION CERTIFICATION LETTERS MUST BE SUBMITTED TO THE BUILDING INSPECTOR PRIOR TO REQUEST OF FOUNDATION INSPECTION

___ Prior to final acceptance by Building Division, as-built plans of public improvements shall be provided to the Engineering Division.

___ Show all necessary erosion control measures on the improvement plans. In addition, the following notes shall be included on the improvement plans:

Construction Operations - Dust shall be controlled at all times. Wastewater generated during construction shall not be discharged to the storm drain system. This includes waste from painting, saw cutting, concrete work, etc. The contractor shall make arrangements to eliminate discharges to the storm drain system and, if necessary, provide an area for on-site washing activities during construction. Materials that could contaminate storm runoff shall be stored in areas that are designed to prevent exposure to rainfall and to not allow storm water to run onto the area.

B. LOT SPLIT (PARCEL MAP) REVIEW

1. PROCEDURES

To apply for a ministerial lot split, submit a Local Compliance Affidavit along with all the required documents listed in the lot split checklist to the Engineering Division. Engineering Division staff determine completeness of the ministerial approval of lot splits. Incomplete applications will not be processed. The Engineering Division will review the lot split application and work with the owner to file a parcel map, which is processed through the City's Parcel Map Waiver Process, as described below. Please note, if proposing both a lot split and two-unit approval the lot split shall be approved and the Parcel Map recorded prior to submitting a building permit application for approval of two-units. For ministerial approval of lot splits, the Engineering Division receives the application and submitted documents. The Division Clerk logs the projects and forwards them to the Senior Engineer overseeing final map approvals. The Senior Engineer assigns the project to a staff member who becomes the project coordinator. The project coordinator creates the project number in Accela and adds this number to the development log.

The Project Coordinator reviews these projects for technical compliance against both the SB9 final map checklist and improvement plan checklist carefully making sure there are no conflicts with existing utilities or other underground structures on the site and that all utilities can be connected to the public mains in the fronting street. The health and safety of the residents who are living on the site and those who will live in the future new homes must be considered carefully during building permit review since no entitlement review will take place.

2. SUBMITTAL CHECKLIST

PARCEL MAP (LOT SPLIT) CHECKLIST FOR SB9 SUBMITTALS

FINAL MAP NO. _____

The map being submitted with this checklist has been checked by me or under my direction for conformance to the items of this checklist.

Company Name: _____

Signature: _____ LS or RCE No.: _____

Name printed:_____ Date: _____

Telephone No. _____ E-mail: _____

A complete submittal includes the following:

a. One copy of the existing map that created the original parcel.

b. Four copies of the proposed final map.

c. Two copies of the Title Report (dated within the last six months).
Note: "Pro-Forma" Title Reports are not acceptable.

d. One copy of each of the easement or other additional documents noted within title report.

e. Two copies of the Closure calculations which include the following:

1. Boundary closures
2. Boundary ties
3. Block closures
4. Street closures (dedications)
5. Individual lot closures
6. Monument to monument closures
7. Monument line increments and ties to sideline closures
8. Easement closures (if not concentric or parallel)
9. Common Area closure

f. Two copies of deeds for the subject property and for adjoining properties.

g. Two copies of maps and documents referenced on the map.

h. The Map check fee.

i. This map checklist.

j. Provide one copy of an exhibit showing:

1. Existing and proposed property boundary lines.
2. Existing and proposed utilities.
3. Existing and proposed easements (including access easements).
4. Existing and proposed structures.
    i. Including public infrastructure (i.e. curb, gutter, sidewalk and driveway approaches).
    ii. Proposed elevation views including a 75-degree ground ladder exhibit for second story or eaves (if applicable).

3. REVIEW CHECKLISTS

Note: If improvements are required, the map cannot be submitted without the improvement plans. If the parcel map is being processed under the parcel map waiver process all improvements must be installed and accepted by the City of Livermore prior to filing the final map.

SB 9 LOT SPLIT (PARCEL MAP) CERTIFICATE SHEET CHECK LIST
Affidavit Sheet (all offers of dedication shall specify the dedication is dedicated in fee or as an easement for public purposes per Section 66439 of the Subdivision Map Act).

___ Owner's statement (position in the upper left corner of sheet one) Owner's statement includes all dedications of streets and easements shown on the map.

___ Streets dedicated. **(Optional)**

___ All street names and spellings in owner's statement carefully checked to assure they agree with names and spellings on map.

___ One foot barrier strips (parcels) dedicated (at end of stub streets). (Optional)

___ Channel parcels dedicated in fee to the City of Livermore. Storm drain reservation is dedicated when channel dedication must be deferred. (Optional)

___ Parks dedicated in fee to the City of Livermore (Only easements can be required if needed). (Optional)

___ Pedestrian access path parcels dedicated in fee to the City of Livermore. (Optional)

___ Prohibited access or Relinquishment of Abutters Rights dedicated as an easement to the public.

___ Public parcels dedicated in fee to the City. (Optional)

___ Easements dedicated to the public:

- ___ Storm (SDE) – width as required by City Engineer (10’ min.)
- ___ Landscape (LE)
- ___ Water (WLE)
- ___ Public utility (PUE) (4 feet minimum)
- ___ Sewer (SSE) - width as required by City Engineer (10’ min.)
- ___ Emergency access (EVAE)
- ___ Sidewalk (SE)

___ Public access (PAE)
___ Trail (TE)
___ Relinquishment of Abutters Rights (////)
___ Note: This map shows or notes all easements, existing or of record, within the boundary lines of the herein embodied map.

___ Private easements and common areas noted and explained:

___ Private storm drain (PSDE)
___ Private sanitary sewer (PSSE)
___ Access Easement, Private (AEP)
___ Side yard Easement (SYE)

Note: These are private easements, and the facilities therein shall be maintained by the owner or the Homeowners Association.

___ Signature and notary provisions for owner (Notary – sign, don't stamp per subdivision map act section 66436(4)(c). The owner's name must agree with the title report).

___ Owner's acknowledgement (notary statement with disclosure).

___ Trustee's Certificate (if applicable).

___ Trustee's acknowledgement (if applicable with disclosure) (do not stamp per section 66436(4)(c)).

___ Signature and notary provisions for trustee with disclosure.

___ Engineer's/Surveyor's statement (Developer's engineer).

___ Subdivision area (in thousandths).

___ Engineer's /Surveyor's license and expiration date.

___ City Engineer's statement with added Land Surveyor's statement.

___ City Engineer's license and expiration date with Land Surveyor's license and expiration date.

___ Community Development Director's statement.

___ City Clerk's statement (Parcel Map Waiver version – Liability box, staff level approval, no rejections of dedications, etc.).

___ City Clerk's statement (If applicable, Final and Parcel Map Version – specifically accepts or rejects offers of dedication to later accept grants, easements, dedications, relinquishments, etc. The Clerk's statement includes a separate paragraph identifying vacations and abandonments of existing streets and easements not shown on the new map, with their individual recording information).

___ Signatures omitted: statement added (if needed) stating: In accordance with sections 66436(a)(3) (i-viii) of the Subdivision Map Act, signatures of parties owning the following interest, which cannot ripen into fee, have been omitted. (Owners' names are listed below this statement with ownership interest recording data for each signature omitted).

___ Clerk of the Board of Supervisor's statement.

___ County Recorder's statement (position in the lower right corner of sheet one).

___ Description of subdivision under title (i.e. subdivision of Parcel A of Tract 1234).

___ Title Block (position top center on sheet one, and lower right on all other sheets):

- ___ Tract or Parcel Map number
- ___ For condominium purposes (if applicable)
- ___ Brief description of subdivision (i.e. a Subdivision of Parcel A of Tract 1234)
- ___ City of Livermore
- ___ Alameda County, California
- ___ Engineer or Surveyor Company's name
- ___ Date: (Revise and update the map date with each submittal)

EXHIBIT A

SB 9 LOT SPLIT (PARCEL MAP) GENERAL FORM AND CONTENT REQUIREMENTS

___ Title Blocks:

TRACT/PARCEL MAP NUMBER
(A subdivision name is allowed but not required)
Description IE: (Subdivision of Parcel A of Parcel Map 1234, Etc.)
CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA
SCALE ENGINEER'S/SURVEYOR'S (FIRM) NAME
DATE (to be updated with each map submittal)

___ Name of Engineer - all sheets (including affidavit sheet).

___ Sheet numbers and total numbers of sheets (i.e.: Sheet 1 of 4) position in lower right corner of all sheets (inside border including certificate sheet).

___ North Arrow and scale on all maps - all sheets.

___ Sheet size - 18" x 26" with a 1" margin - all sheets. Note: The 26" dimension shall be along the bottom and top of each sheet.

___ Key map and index required for three or more sheets of maps (certificate sheets excluded).

___ Basis of Bearing referring to a recorded map or to a solar or Polaris observation, or other record acceptable to City Engineer on all map sheets. Describe the line and the map reference data (Ex. The monument line of "A" Street, taken as N 0º 00' 00" W, per Tract 1234, filed in book 00 of maps at page 222, Alameda County Records, as shown hereon).

___ Basis of Bearing: (if applicable) The bearings shown hereon are based upon the California Coordinate System of 1927 (CCS27, ZONE 3), multiply the ground level distances shown hereon by 0.9999027? to obtain grid distances.

___ On major subdivisions (15 lots +) show a California State Plane Coordinate on one boundary corner and on one easily described and accessible street monument. When the new monuments are certified an elevation will be required. City staff will then enter the coordinate and elevation in the "Benchmark and Control Book' (and in the electronic file). (This does not apply to in-fill projects within existing developed areas).

___ Scale - 1" = 100' or larger - all sheets (except for Vicinity and Key maps). Provide a Graphic Scale (state that it is in ground measure in U.S. feet).

EXHIBIT A

___ Legend (various standard City of Livermore symbols):

___ Tract/Parcel Map Boundary (wide black line with three short dashes and one long dash) ▬▬ ▬ ▬ ▬ ▬▬

___ New Lot lines (solid medium line) _____

___ Existing Lot Lines (solid narrow line) _____

___ Monument lines (narrow line with two short dashes and one long dash). (Locate Six feet off centerline east and south side of street on all streets except major streets. Major streets to be located 16 feet off centerline. _____ __ __ _____

___ Centerlines (narrow line with one short dash and one long dash)
_____ __ _____

___ Easement lines (narrow line with medium length dashes) (landscape, P.U.E., storm, water, sewer, emergency access)
___ ___ ___ ___ ___ ___ ___ ___

___ Tie Lines etc. (narrow lines with very short dashes) _ _ _ _ _ _ _

___ City boundary (long narrow lines with two dots and a long dash) Be sure label _____. . _____ . . _____

___ Prohibited access/Relinquishment of Abutters Rights (narrow hatch marks along R/W line) /////////////////////////

___ Found City Monument (small circle with smaller solid circle inside) ◎

___ Set City Monument (small circle with smaller open circle inside) ◎

___ Found Iron Pipes, Rebars, Spikes as noted with Tag No. (solid medium circle) ●

___ Set Iron Pipes (Rebars) with Tag No. (open medium circle) ○

___ Monument to Monument M-M

___ Monument to Tract Line M-TL

___ Record and Measure R&M
(list record data and reference)

___	Record Data and References	(Data XX)
___	Radial Bearing	(R)
___	Total	(T)
___	Official Records	OR
___	Searched for Not Found	SFNF
___	Existing	EX
___	Reference (see list of References)	(3)
___	Public Utility Easement	P.U.E.
___	Sanitary Sewer Easement	S.S.E.
___	Storm Drain Easement	S.D.E.
___	Water Line Easement	W.L.E.
___	Storm Water Overflow Easement	S.O.E
___	Landscape Easement	L.E.
___	Landscape and Sidewalk Easement	L.S.E.
___	Sidewalk Easement	S.E.
___	Trail Easement	T.E.
___	Emergency Vehicle Access Easement	E.V.A.E.
___	Private Sanitary Sewer Easement	P.S.S.E.
___	Private Storm Drain Easement	P.S.D.E.
___	Private Water Line Easement	P.W.L.E.
___	Private Public Utility Easement	P.P.U.E.
___	Private Access Easement	P.A.E

SB 9 LOT SPLIT (PARCEL MAP) TECHNICAL REQUIREMENTS

___ Planning staff has reviewed submittal and it conforms with code requirements.

___ If the map is being prepared in Metric Units or if the map is based on the California Coordinate system, note the conversion factor and shown the dimensions in both meters (CCS) and in ground level feet within brackets, i.e. metric distance (feet).

___ Map is in conformance with existing data (recorded deeds, filed maps and public records.

___ Tract boundary adequately shown by symbol and labeled.

___ Street widths and lot configuration in general conformance with the tentative map and the conditions of approval (conditions of approval prevail).

___ Stub streets terminate with one-foot lot “No Access Strip” to the City (easements provided for turnaround if required).

___ Streets intersect at an 80° to 100° angle. (The central angle of the intersection returns shall fall within the 80° to 100° range).

___ A public utility easement is provided with the back edge located at minimum of 16 feet from the face of curb and 4 feet from side and back property lines.

___ Knuckle designs shall be subject to City approval.

___ Pedestrian paths and easements subject to City approval (15 foot wide).

___ Iron pipes (rebars) with tag or a rebar and cap shall be set at each boundary corner at all off-street tract boundary angle points, and Lot Corners (as deemed necessary by project coordinator).

___ Iron pipes with tags or rebar and caps, are required to be set at all non-street frontage lot corners or angle points. In lieu of showing these, place a note on each map sheet similar to the following:

Note: Show the symbols on maps or add the following note:

a. Iron pipe with tag or a rebar and cap will be set at all non-street frontage lot corners and angle points.
b. An “X” or other similar mark will be chiseled in the top of curb at the prolongation of the lot line. (This is not a witness point but is just intended for the owner’s benefit).

___ Each line shall have a (North) bearing and a distance (no dittos).

___ All total distances (dimensions) equal the sum of the individual distances (dimensions). (Adjust one or the other from that shown in the closures so they agree).

___ Show the Radius (R), delta Δ or D), and the arc length (L) for all curves.

___ A "+" mark shall be shown on the map and the bearing and distance from the "+" to the property corner shall also be noted on the map. (The "+" mark shall also be shown on the Improvement plans and the General Notes shall state that a "+" is to be chiseled at the top of curb at the prolongation of the property lines. The "+" mark is considered a witness point per the Subdivision Map Act).

___ Show all non-tangent radial bearings with the symbol (R), either before or after the bearing.

___ Lot and block size acceptable and approved (blocks less than 1500' long).

___ Backing lot treatment per city standards along major streets.

___ Adjacent sheet numbers shown.

___ Line of high water (FEMA 100-year flood plain line) to be shown if subdivision is adjacent to a stream, channel or any body of water or any areas subject to inundation as shown on effective F.E.M.A. maps.

___ A current preliminary title report (dated within 6 months) reviewed for trustees, easements, and correct ownership, etc. (Pro-Forma not acceptable).

___ Review documents referenced in Preliminary Title Report.

___ Water line easements, sanitary sewer easements and storm drain easements are shown and labeled if said public utilities are within private streets.

___ All lots and/or parcels are numbered consecutively.

___ A minimum of two monument ties shall be shown to existing monuments in order to retrace the boundary (preferably at the two opposite tract boundary lines projected to the monument at the existing monument line, if applicable).

___ Ownership and recording information shown for all adjoining, non-tract abutting parcels (metes and bounds type with recording data).

___ Show adjacent subdivisions (Tract/parcel map numbers, lot numbers, and recording data, i.e.: Book and Page) xxx maps xxx.

___ All existing and new street names are shown and are in accordance with the approved Tentative Maps. (All street names must be pre-approved by the City Planning Division). Street names in the owner's statement, City Clerk's statement, and on the map shall match **EXACTLY**.

___ All existing easements and incumbrances shall be shown or addressed with the recording data.

___ Computed distances (New) shall be computed and shown to 3 decimals to the thousandths of a foot (0.000) (If subdivision is a re-subdivision of an earlier map that shows distances to 2 decimals to the hundredth of a foot the new map may be prepared to 2 decimals to agree with that record.

___ Distances measured to the hundredth may be shown as 2 decimals to the hundredth of a foot 0.00).

___ Deed or reference distances (record measurements) are to be shown to the same precision as noted in the document (i.e. if the record measurement is to the nearest foot. Do not add decimals to imply more accuracy).

___ Show the areas of all the new lots and parcels.

___ Monument to monument distances (M-M) or Monument to Tract line (M-TL) distances are shown. Ties from the Monument Lines to the property line returns, curve points and property lines are shown. (All distances shown shall be verified in the closures).

___ Show the tie from the monument in the knuckles to the radius point.

___ Monument lines are to be positioned six (6) feet south or east of all streets, except on major streets (islands) these are to be positioned sixteen (16) feet from the centerlines.

___ Any and all dimensions shown on the map shall be supported with a closure or calculation.

___ All closures are to be map check type closures, showing the error of closure. Inverse closures are not acceptable.

___ All lengths, bearings, arcs, radii, all centers of cul-de-sacs, returns, and elbows shown.

___ The maximum error of closure is 0.005 feet. The Plan checker will mark discrepancies between the map and the closures on final map. The closures are to be revised accordingly.

___ Every bearing and distance checked and shown to the second, i.e.: (_° _____ ' __" and N E S W - Prefer that all bearings are north oriented).

___ The City boundary shall be shown and labeled, if near the tract.

___ All Tract areas to be calculated and shown to the thousandths (0.001) of an acre. Show lot areas to an even foot.

___ Monuments close with existing adjacent monuments.

___ Show and label the city limits, if abutting or near the subdivision.

___ Show monument ties to existing adjacent monuments.

___ Orient all lettering to be read from the bottom or the right.

___ Property line corner radii at intersections as follows:

1. Residential street intersection with a residential street…..... = 20 feet
2. Residential street intersection with a collector street…….. = 20 feet
3. Residential street intersection with a major street……... = 30 feet
4. Collector street intersection with a collector street……. = 20 feet
5. Collector street intersection with a major street……... = 30 feet
6. Major street intersection with a major street……... = 40 feet

___ Minimum street centerline radii (with actual value based on an engineering design).

1. Residential minimum C.L. Radius……250 feet
2. Collector minimum C.L. Radius……600 feet
3. Major minimum C.L. Radius……see improvement plan check list

___ Cul-de-sac P.L. Radius = 50 foot minimum.

___ Minimum distance of 250 feet (centerline to centerline) between intersections (150 feet minimum on minor residential streets).

___ To qualify as a parcel map waiver all public improvements must be existing and In good repair. The city will inspect the site and note any deficiencies needed. Improvements and repairs must be completed prior to the acceptance of the map for filing.

SB 9 LOT SPLIT (PARCEL MAP) CERTIFICATE

1. **TITLE BLOCK (position top center on sheet 1 and position in the lower right corner of all other sheets)**

PARCEL MAP 1234

(A DESCRIPTION IS OPTIONAL)
A PORTION OF LOTS A, Y, Z OF TRACT 4321
FILED IN BOOK 3 OF MAPS AT PAGES 4 THRU 5
ALAMEDA COUNTY RECORDS

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

JONES & JONES
CIVIL ENGINEERS AND SURVEYORS
BIG CITY, CALIFORNIA
(925) 555-5555

FEBRUARY XX, 20XX
(UPDATE WITH EACH SUBMITTAL)

2. **OWNER'S STATEMENT**

THE UNDERSIGNED, HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED "TRACT XXXX, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF XX (XX) SHEETS, THIS STATEMENT BEING ON SHEET ONE THEREOF, THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DO CONSENT TO THE MAKING AND FILING OF SAID MAP. THAT SAID MAP DOES PARTICULARLY SET FORTH AND DESCRIBE ALL PARCELS OF LAND SO RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARY COURSES AND EXTENT, THAT ALL PARCELS SO RESERVED FOR PUBLIC PURPOSES ARE INTENDED FOR THE USES AND PURPOSES OF PUBLIC HIGHWAYS AND ARE DESIGNATED "X ROAD", "Y STREET", AND "Z COURT".

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED IN FEE (OR EASEMENT) FOR PUBLIC PURPOSES FOREVER, GRANTING TO

PUBLIC USE THOSE PARCELS OF LAND LYING WITHIN THE BOUNDARIES OF "X ROAD", "Y STREET", AND "Z COURT" AS SHOWN AND EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP FOR THE USES AND PURPOSES OF **PUBLIC HIGHWAYS.**

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED IN FEE TO THE CITY OF LIVERMORE, A MUNICIPAL CORPORATION, FOR PUBLIC PURPOSES THOSE PARCELS OF LAND LYING WITHIN THE BOUNDARIES OF PARCELS "C" AND "D", AS SHOWN AND DESIGNATED AS "**OPEN SPACE"** AND IS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP. THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED IN FEE TO THE CITY OF LIVERMORE, A MUNICIPAL CORPORATION, FOR PUBLIC PURPOSES THAT PARCEL OF LAND LYING WITHIN THE BOUNDARIES OF PARCEL "E" SHOWN AND DESIGNATED AS A **"PUBLIC PARK"** WHICH IS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP.

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER GRANTING THE RIGHT TO CONSTRUCT AND MAINTAIN PUBLIC UTILITIES AND APPURTENANCES THERETO IN, UNDER, ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN UPON SAID MAP AS "P.U.E." (**PUBLIC UTILITY EASEMENT**) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID PUBLIC UTILITIES *(INCLUDING SIDEWALKS)* AND ANY APPURTENANCES THERETO*.*

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER GRANTING THE RIGHT TO CONSTRUCT, USE, RECONSTRUCT, AND MAINTAIN SANITARY SEWERS AND THE APPURTENANCES THERETO IN, UNDER, ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN UPON SAID MAP AS "S.S.E." (**SANITARY SEWER EASEMENT**) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, AND REPAIRING SANITARY SEWERS AND ANY APPURTENANCES THERETO.

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSE FOREVER, GRANTING THE RIGHT TO CONSTRUCT, RECONSTRUCT, AND MAINTAIN STORM DRAINS AND THE APPURTENANCES THERETO IN, UNDER, ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN UPON SAID MAP AS "S.D.E." (**STORM DRAIN EASEMENT**) THEREON ALL AS EMBRACED WITHIN THE

BOUNDARY LINES UPON SAID MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, AND REPAIRING SAID STORM DRAINS AND THE APPURTENANCES THERETO.

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER, GRANTING THE RIGHT TO CONSTRUCT, USE, RECONSTRUCT, AND MAINTAIN WATER LINES AND APPURTENANCES THERETO IN, ON, OVER AND UNDER THOSE STRIPS OF LAND SHOWN UPON SAID MAP AND DESIGNATED "W.L.E." (**WATER LINE EASEMENT**) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING OR REPAIRING SAID WATER LINES AND APPURTENANCES THERETO.

REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER GRANTING THE RIGHT TO CONSTRUCT AND MAINTAIN LANDSCAPING, INCLUDING THE CONSTRUCTION AND MAINTENANCE OF PUBLIC SIDEWALKS AND A SCREEN WALL, AND THE APPURTENANCES THERETO, IN, UNDER, ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN ON SAID MAP AS "L.E." (**LANDSCAPE EASEMENT**) OR "L.S.E." (**LANDSCAPE AND SIDEWALK EASEMENT**) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP, TOGETHER WITH THE RIGHT TO ENTER SAID STRIPS OR PARCELS OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REPAIRING AND REPLACING SAID LANDSCAPING, SIDEWALKS AND SCREEN WALLS AND ANY APPURTENANCES THERETO TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OF THE PUBLIC FOR PEDESTRIAN USE OVER AND ALONG THE PUBLIC SIDEWALKS THEREIN.

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED IN FEE TO THE CITY OF LIVERMORE, A MUNICIPAL CORPORATION, FOR PUBLIC PURPOSES, THAT ONE FOOT ACCESS STRIP OF LAND DESIGNATED **LOT "A".** AS SHOWN AND EMBRACED WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP; SAID LOT "A" IS TO REVERT TO USE AS A PUBLIC HIGHWAY UPON THE APPROVAL AND FILING OF A FINAL MAP OR PARCEL MAP COVERING THE ADJACENT PROPERTY ABUTTING THE PARTICULAR LOT “A”.

THE UNDERSIGNED HEREBY RELINQUISHES TO THE PUBLIC FOREVER ALL RIGHTS OF VEHICULAR INGRESS AND EGRESS OVER AND ACROSS THE PROPERTY LINES WHERE DESIGNATED "**RELINQUISHMENT OF**

ABUTTERS RIGHTS AND PRIVATE ACCESS PROHIBITED AND SHOWN WITH THE SYMBOL "\\\\\\\\\\\\\\\\"

THE REAL PROPERTY IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER, GRANTING AN **EMERGENCY VEHICLE ACCESS EASEMENT** "E.V.A.E." ON, OVER, AND ACROSS THOSE CERTAIN STRIPS OF LAND SHOWN AND DESIGNATED “E.V.A.E.” AS EMBRACED WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP, FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES.

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER, GRANTING A “S.E.” (**SIDEWALK EASEMENT**) ON, OVER AND ACROSS THOSE CERTAIN STRIPS OF LAND SHOWN AND DESIGNATED "S.E.", AS EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID SIDEWALKS AND ANY APPURTENANCES THERETO, INCLUDING THE RIGHT OF INGRESS AND EGRESS FOR PEDESTRIAN USE OVER AND ALONG SAID SIDEWALKS.

THE PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT TO THE CITY OF LIVERMORE, A MUNICIPAL CORPORATION FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF AN EMERGENCY STORMWATER OVERFLOW DITCH, PROVIDING AN EMERGENCY OUTLET FOR THE STORMWATER FROM _XXX___ STREET, ACROSS LOT(S) XXX_ AND OUTLETTING, THROUGH THE BACKING LOT WALL/FENCE OR LANDSCAPING TO _THE ZZZZ____ STREET RIGHT-OF-WAY, IN, UNDER, OVER, AND ACROSS A STRIP OF LAND SHOWN UPON SAID MAP AND DESIGNATED "S.O.E." (**STORMWATER OVERFLOW EASEMENT**), TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIP(S) OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID FACILITIES. THIS EMERGENCY OVERFLOW DITCH SHALL BE KEPT OPEN AND FREE FROM CONSTRUCTION OR LANDSCAPING OF ANY KIND THAT WOULD INTERFERE OR OBSTRUCT DRAINAGE.

THE PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER, GRANTING THE RIGHT TO CONSTRUCT AND MAINTAIN A PUBLIC TRAIL AND ANY APPURTENANCES THERETO, IN, ON, UNDER, OVER AND ACROSS THOSE CERTAIN STRIPS OF LAND SHOWN UPON SAID MAP AS “T.E” (**TRAIL EASEMENT**) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE

PURPOSES AND CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID TRAILS AND THE APPURTENANCES THERETO, INCLUDING THE RIGHT OF INGRESS AND EGRESS OF THE PUBLIC FOR PEDESTRIAN, ETC. USE OVER AND ALONG THE PUBLIC TRAILS THEREIN. AFTER THE CONSTRUCTION AND ACCEPTANCE OF THESE TRAIL FACILITIES THE CITY OF LIVERMORE SHALL TRANSFER BY DEED OR LICENSE THE OPERATION AND MAINTENANCE OF THIS TRAIL EASEMENT (TRAIL FACILITIES) TO “L.A.R.P.D.” (LIVERMORE AREA PARKS AND RECREATION DISTRICT).

(NOTE AND DEFINE ANY EASEMENT AND CONDITIONS THAT APPLY)
THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER, GRANTING THE RIGHT TO CONSTRUCT AND MAINTAIN A WALL, AND ANY APPURTENANCES THERETO, IN, UNDER, ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN AND DESIGNATED AS “WE” (**WALL EASEMENT**) THERON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, AND REPAIRING SAID WALL, AND ANY APPURTENANCES THERETO.

THE REAL PROPERTY DESIGNATED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER, GRANTING A “PAE” (**PUBLIC ACCESS EASEMENT**) ON, OVER AND ACROSS THOSE CERTAIN STRIPS F LAND SHOWN AND DESIGNATED "PA"", AS EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP.

THE UNDERSIGNED HEREBY RESERVES A STRIP OF LAND AS A “PSDE” (**PRIVATE STORM DRAIN EASEMENT**) OVER, UNDER AND ACROSS A STRIP OF LAND SHOWN AND DESIGNATED “PSDE”., AS EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, AND MAY BE GRANTED TO THE HOMEOWNER’S ASSOCIATION BY SEPARATE INSTRUMENT.

MAINTENANCE OF ANY “**PRIVATE STORM DRAIN OR SWALE**”, SHALL BE THE RESPONSIBILITY OF THE UNDERSIGNED OWNER, HOMEOWNER’S ASSOCIATION, OR LOT OWNER AS APPLICABLE. IF A SWALE OR DRAIN FALLS WITHIN AN INDIVIDUAL LOT THE OWNER SHALL KEEP IT OPEN AND FREE OF ANY OBSTRUCTIONS, INCLUDING FILL FOR LANDSCAPING PURPOSES.

THE UNDERSIGNED HEREBY RESERVES A STRIP OF LAND AS A “PSSE” (**PRIVATE SANITARY SEWER EASEMENT**) OVER, UNDER, AND ACROSS

A STRIP OF LAND SHOWN AND DESIGNATED “PSSE”, AS EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, AND MAY BE GRANTED TO THE HOMEOWNER’S ASSOCIATION BY SEPARATE INSTRUMENT.

THE P.S.S.E. (**PRIVATE SANITARY SEWER EASEMENT**), P.S.D.E. (**PRIVATE STORM DRAIN EASEMENT**), P.W.L.E. (**PRIVATE WATER LINE EASEMENT**), P.P.U.E. (**PRIVATE PUBLIC UTILITY EASEMENT**), OR P.A.E (**PRIVATE ACESS EASEMENT**), ARE PROPOSED EASEMENTS RESERVED BY THE UNDERSIGNED

MAINTENANCE OF ANY “PRIVATE STORM DRAIN OR SWALE”, SHALL BE THE RESPONSIBILITY OF THE UNDERSIGNED OWNER OF THE SUBDIVISION, TO BE GRANTED TO A HOMEOWNER’S ASSOCIATION, ETC. BY SEPARATE INSTRUMENT. OPERATION AND MAINTENANCE SHALL BE THE SOLE RESPONSIBILITY OF SAID HOMEOWNERS ASSOCIATION, INDIVIDUAL OWNERS OR OTHER ENTITY AS NOTED IN THE RECORDED INSTRUMENT, C.C.& R’S OR OTHER AGREEMENT

MAINTENANCE OF ANY "P.S.D.E." (**PRIVATE STORM DRAIN EASEMENT**) SHALL BECOME THE SOLE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS (WITHIN THEIR RESPECTIVE LOTS) OF LOTS X, X, X, AND X. SAID PRIVATE STORM DRAIN EASEMENT TO BE KEPT OPEN AND FREE FROM CONSTRUCTION OF ANY KIND INCLUDING THE USE OF LANDFILL FOR LANDSCAPE PURPOSES.

THE "P.S.D.E." (**PRIVATE STORM DRAIN EASEMENTS**) ARE EASEMENTS RESERVED BY THE UNDERSIGNED OWNER OF THE SUBDIVISION, AND MAY BE GRANTED TO A HOMEOWNERS' ASSOCIATION BY SEPARATE INSTRUMENT.

MAINTENANCE OF ANY PRIVATE SANITARY SEWER SHALL BE THE RESPONSIBILITY OF THE UNDERSIGNED OWNER, OR HOMEOWNER’S ASSOCIATION AS APPLICABLE.

THE UNDERSIGNED HEREBY RESERVES A STRIP OF LAND AS A “AEP” (**ACCESS EASEMENT PRIVATE**) OR “PRIVATE STREET”, OVER, UNDER AND ACROSS A STRIP OF LAND SHOWN AND DESIGNATED AS ”AEP”, AS EMBRACED WITHIN THEIR BOUNDARIES OF THE HEREIN EMBODIED MAP, THIS IS A PRIVATE EASEMENT AND MAY BE GRANTED TO THE HOMEOWNER’S ASSOCIATION BY SEPARATE INSTRUMENT.

AND THE UNDERSIGNED HEREBY RESERVES LOT D FOR _____ PURPOSES.

THIS MAP SHOWS OR NOTES ALL EASEMENTS, EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNERS HAVE CAUSED THIS STATEMENT TO BE EXECUTED THIS ____ DAY OF _____ 20__.
ABC CORPORATION, A CALIFORNIA CORPORATION

BY: (OWNER NAME) _____
PRINT NAME: _____
PRINT TITLE: _____

3. ALTERNATIVE OWNER'S STATEMENT FORMAT

THE UNDERSIGNED, HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THIS HEREIN EMBODIED MAP ENTITLED "_____" CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA". CONSISTING OF____ _SHEETS, THIS STATEMENT BEING ON SHEET ONE THEREOF. THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DO CONSENT TO THE MAKING AND FILING OF SAID MAP, THAT SAID MAP DOES PARTICULARLY SET FORTH AND DESCRIBE ALL PARCELS OF LAND SO RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARY COURSES AND EXTENT, AND THAT ALL PARCELS SO RESERVED FOR PUBLIC PURPOSES ARE INTENDED FOR THE USES AND PURPOSES OF PUBLIC HIGHWAYS AND ARE DESIGNATED "_____ROAD", "_____STREET", "_____COURT", AND " _____BOULEVARD". PARCEL "A " AND PARCEL "B", (OPEN SPACE PARCELS) .....PARCEL "C" (PUBLIC PARK) "ALL LOTS OR PARCELS DEDICATED FOR PUBLIC USE, SHALL BE MAINTAINED BY THE CITY."

LOT "A", A ONE FOOT ACCESS RESERVE STRIP. (TO REVERT TO USE AS A PUBLIC HIGHWAY UPON THE FILING OF A MAP COVERING THE ADJACENT PROPERTY ABUTTING SAID LOT "A".

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER, GRANTING THE RIGHT TO CONSTRUCT, USE AND MAINTAIN THE CERTAIN UTILITIES/FACILITIES DESCRIBED HEREIN ALONG WITH THE RIGHT TO ENTER SAID PROPERTY AS REQUIRED. THER USE AND PURPOSE IS IDENTIFIED AS FOLLOWS:

PUBLIC UTILITY EASEMENT (PUE)…SANITARY SEWER EASEMENT (SSE)
STORM DRAIN EASEMENT (SDE)……WATER LINE EASEMENT (WLE)
SIDEWALK EASEMENT (SE)……PUBLIC ACCESS EASEMENT(PAE)
LANDSCAPE AND SIDEWALK EASEMENT(LSE) …WALL EASEMENT (WE)
EMERGENCY VEHICLE ACCESS EASEMENT (EVAE) TRAIL EASEMENT (TE)
RELINQUISHMENT OF ABUTTERS RIGHTS (PRIVATE ACCESS PROHIBITED) ***//////***

THE UNDERSIGNED HEREBY RESERVES STRIPS OF LAND AS PRIVATE EASEMENTS AS DESCRIBED AND SHOWN HEREIN, AND AS EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP. THESE MAY BE GRANTED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE INSTRUMENT. THE MAINTENANCE OF ANY IMPROVEMENTS OR FACILITIES THEREIN SHALL BE THE RESPONSIBILITY OF THE UNDERSIGNED OWNER OR HOMEOWNERS ASSOCIATION AS APPLICABLE.

PRIVATE STORM DRAIN EASEMENT (PSDE)
PRIVATE SANITARY SEWER EASEMENT (PSSE)
PRIVATE STREETS (LABELED)
ACCESS EASEMENT PRIVATE (AEP)
SIDE YARD ACCESS (SYE)

THIS MAP SHOWS OR NOTES ALL EASEMENTS, EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNERS HAVE CAUSED THIS STATEMENT TO BE EXECUTED THIS ____ DAY OF _____ 20__.

ABC CORPORATION, A CALIFORNIA CORPORATION

BY: (OWNER NAME) _____
PRINT NAME: _____
PRINT TITLE: _____

4. OWNERS, TRUSTEES OR BENEFICIARIES' ACKNOWLEDGEMENT STATEMENT

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 _____ 20__, BEFORE ME, _____THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED,

PERSONALLY KNOWN TO ME (OR 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: _____
PRINT: _____
MY COMMISSION EXPIRES: _____
PRINCIPAL COUNTY OF BUSINESS: _____

Note: 66436(B)(c) The seal is not required on maps. Most Notary Stamp Ink is not designed for use on Mylar and therefore smears making the map unrecordable. If no seal is provided, the name of the notary, county of the notary's principal place of business, and the notary's expiration date must be printed below the notary's acknowledgement.

5. TRUSTEE'S STATEMENT (BENEFICIARIES)

THE UNDERSIGNED _____ TRUSTEE (BENEFICIARY) UNDER THE DEED OF TRUST RECORDED _____SERIES NO._____ OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, CONSENTS TO THE PREPARATION AND FILING OF THE MAP AND JOINS IN ALL OFFERS OF DEDICATION THEREON.

XXXXXXXXXXXXXX, A CALIFORNIA CORPORATION

BY: _____
PRINT NAME: _____
PRINT TITLE: _____

6. SURVEYOR'S (ENGINEER'S) STATEMENT

THIS MAP WAS PREPARED BY ME UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF OWNER'S NAME ON DATE.

I HEREBY STATE THAT THIS TRACT/PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN IN ACCORDANCE WITH THE SATISFACTORY ASSURANCE GIVEN BY THE OWNER/SUBDIVIDER ON OR BEFORE DATE, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.
I FURTHER STATE THAT "TRACT/PARCEL MAP XXXX, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA" IS A SUBDIVISION INTO LOTS OR PARCELS OF LAND CONTAINING XXXX ACRES MORE OR LESS.

_____ DATE_____
SURVEYOR/ENGINEER'S NAME,
L.S./R.C.E. XXXXXXX

LICENSE EXPIRES_____ DATE_____

(LEAVE ROOM FOR SEAL)

NOTE: THE CITY OF LIVERMORE REQUIRES THAT ALL SURVEYS ARE TO BE BASED UPON A FIELD SURVEY ACCORDING TO THE CITY OF LIVERMORE DEVELOPMENT CODE PART 10.03.030.

IV. ENTITLEMENT PROCEDURES

A. ADVANCED TEAM MEETING PROCEDURES

In reviewing an entitlement project, the project coordinator shall note that the City of Livermore has a standing policy that all development pays its own way. Also, just as important, is the expectation of staff to provide excellent customer service. To do both, Advance Team Meetings are held at the very beginning of the project review process to both encourage developers to build in Livermore and to manage their expectations of the process and costs. The Permit Center Manager in the Building Division schedules Advance Team Meetings and invites representatives of all reviewing divisions, including Engineering, Planning, Building, Fire, Police, Housing and Economic Development and Innovation. Projects are reviewed at a high level in a very positive light to provide as much help as possible to develop a constructable project and highlight the pitfalls, costs and alternatives along the way. All staff prepare ahead of the meeting by reviewing the project proposal and research the site to identify all possible conditions of approval. Engineering staff typically research fee history to identify any fee credits, bring utility and hazard maps, visit the site and bring any other pertinent information. Meeting notes are taken by the building division and distributed to the applicant with any maps, fee sheets and other important information. All notes are stored in the building division Advanced Team Project files for further reference. This information is later used to review the future entitlement application. Advanced team meetings are optional but recommended.

B. PROJECT REVIEW

Process

1. Hard copies of the planning referral are no longer sent to engineering. Planning uses Accela to route referrals electronically. Planning sends a notice of a new planning referral to the City Engineer, Senior Engineers (including the Traffic Engineer) and Engineering Admin Staff. The planning referral is assigned by the Senior Civil Engineer managing entitlement review. Engineering Admin Staff logs them into the Engineering Log for use by the Engineering Division The engineer assigned to the planning referral is the project coordinator and the engineering point of contact for the review of the entitlement through the entire entitlement process for that project. The assigned engineer looks up the project assigned to him/her in Accela to get the remaining entitlement documents to review the project.

2. Representatives of all reviewing divisions review the General Plan and all City master plans and regional master plans to determine if there are any traffic signals, roads, creeks, parks, trails, utilities or other public facilities planned in the vicinity of the development to determine how the planned public facility can be

funded and/or constructed by the developer. Development Agreements, Community Facility Districts, Landscape Maintenance Districts and Assessment Districts are all tools to use to effectuate this policy. Development Fee Credits can be given for public infrastructure constructed and Tax Reimbursement Agreements can incentivize developers to pay for and construct public infrastructure now to be reimbursed later. All agreements and negotiations to effectuate this policy are led by the Planning Division under the direction of the City Manager with assistance of City Attorney's Office, City Engineer and staff, Building Official and the Innovation and Economic Development Director.

3. Project Review Meetings are often but not always held for projects that are complex and can benefit from early coordination with the reviewing divisions. A reoccurring meeting time and day is set to secure time on the calendars of all reviewing divisions. If this meeting is not needed it will be cancelled. The Planning Division schedules, prepares the agenda and leads these meetings as often as weekly to go over the entitlement projects that have been distributed for review that week and receive early comments from the reviewing divisions. This meeting serves to expedite the completeness review and the entitlement review and alert the project planner of any complex coordination needed. This meeting is also useful for new staff to attend to see the project review process in action, be introduced to reviewing division representatives and better understand the interactions between the reviewing division representatives and entitlement process. Occasionally, there will be time before the end of the meeting to catch division representatives to ask questions about projects not on the agenda that day.

4. The project coordinator shall coordinate with the traffic engineer to understand their comments uploaded in Accela and write one set of Engineering Considerations with both Traffic and the Project Coordinator's conditions.

5. Each project is reviewed by both Development Engineering and Transportation Engineering. First a completeness check is done and then a completeness or incompleteness memo is sent by email to Planning with a cc to the Senior Development Engineer, Transportation Engineer and engineering admin staff. When the review for this round is complete the project coordinator uploads the review comments/conditions of approval into Accela and emails the original memo and attachments to the assigned planner with a copy to the Senior Development Engineer and a hard copy of the cover memo to Engineering Admin staff to log into the Engineering Log.

6. The entitlement is referred to engineering as many rounds as are needed until the project is deemed complete. For each submittal round a completeness memo is prepared with a cc to the Senior Development Engineer and Transportation Engineer or the project coordinator notes in Accela that there are no comments for the smaller projects with no Engineering issues.

7. Once the submittal is complete the project coordinator and transportation engineer must review the project, and the project coordinator includes conditions from the transportation engineer while writing the engineering considerations(conditions) that have a nexus (connected to the project and proportional to the impact) to the project. If Transportation Engineering has any conditions to place on a project, they must be provided to the Senior Engineer/assigned engineer for inclusion in the Engineering Considerations.

8. It is the project coordinator's responsibility to communicate with the planner to understand the timeframe the conditions are due.

9. After writing the Engineering Considerations the project coordinator gets appropriate approvals from the Senior Development Engineer and Assistant City Engineer and/or City Engineer if high profile and provides the final approved set to Planning. This could happen during any of the submittal rounds.

10. The assigned planner typically provides the conditions of approval to the developer prior to being finalized so that any comments or clarifications can be made prior to finalizing them. This is a courtesy review for the Developer to determine if they agree with the conditions. If any revisions are needed the Senior Engineer must initial the revised set of conditions and inform the Assistant City Engineer and City Engineer of the changes. When the conditions are final, the project coordinator communicates with the planner to find out which Planning Commission and or City Council Meeting the project is scheduled for and attends the pre-Planning Commission and/or pre-City Council meeting to brief the division representative that will attend the meetings.

11. Following Planning Commission and City Council Meetings when conditions are revised by the Commission or Council the Engineering Coordinator shall make revisions to the conditions to reflect this change, noting and dating the changes made during each meeting.

12. Confirm the project is in the city limits, not in the floodplain, has a point of access, requires an entitlement and meets the basic requirements to develop in the City of Livermore.

13. Review entitlement for completeness using the Entitlement review list and Tentative Map review checklist for projects with a Tentative Map. Write a memo to Planning stating whether the submittal is complete or not. Planning has 30 days according to the Permit Streamlining Act to determine completeness so please complete your engineering completeness review and respond to Planning by or before the date requested on the referral.

14. Find out who the Planner is and talk to them. Determine if an advanced team meeting was held for this project and if there is a Development Agreement. If the property is outside the city limits find out if they plan to annex into the City. Confirm you have all the planning related files and talk to the Building Permit Center Manager to confirm you have all the Advanced team meeting files, if any.

15. Research the City site records/files on Shared Drive, in Accela, in paper files to determine if there are any fee credits, overhead utilities, unusual site conditions, natural hazards including whether the site is in the FEMA mapped floodplain. Research previous building permits and encroachment permits issued for the site.

16. Review the GIS information the city has for the site to determine flood hazards, existing utilities, parks, etc. and visit the site at least once to see any site conditions not visible on GIS.

17. Review all utility master plans; including applicable water, recycled water, storm drain, sewer. Review all transportation plans; including, Active Transportation Plan, bike, roads and trails plans, and Traffic Impact Fee proposed improvements.

18. After all research is complete review the submittal package to confirm you have enough information to write Engineering Considerations. Consult with the traffic engineer to confirm you have accurately added their comments in one complete set of Engineering Considerations which will be attached to the Planning Conditions of Approval. If you do not have everything you need please determine what is still needed and send this information to the project planner as soon as you determine it.

C. TENTATIVE MAP AND ENTITLEMENT SUBMITTAL AND REVIEW

ENTITLEMENT SUBMITTAL

1. The submittal requirements and required findings for all planning entitlements; including tentative maps, lot line adjustments and parcel map waivers are listed and described in the Development Code.

2. All lot line adjustments, parcel map waivers, parcel mergers, Vesting and Tentative Tract Maps, Vesting and Tentative Parcel Maps and other subdivisions must first receive an approved entitlement (Exhibit B-1) or other planning approval before moving on to the implementation phase including Final Map review and building permit review, led by Engineering staff, Building Staff or both. Entitlement review includes Tentative and Vesting Tentative tract maps and parcel maps, Annexations, Lot Line Adjustments, Parcel Mergers and any environmental report or exclusions in accordance with a CEQA or NEPA analysis required for an entitlement. Vacations of public land, easements and Capital Improvement Projects within a Capital Improvement Project Budget must first be

found consistent with the General Plan (taken to Planning Commission) before the implementation documents can be processed through the Engineering Division and/or Building Division.

TENTATIVE MAP REVIEW AND EXPIRATION PROCEDURES

The Planning Division is the point of contact for all entitlements; including the Tentative Map review and extension process. Tentative maps are reviewed in accordance with the City Development Code Part 10 and Sections 66452.6(d) and 66463.5(b) of the Subdivision Map Act. Checklists are provided in Section VII of this Development Plan Check Manual for use by engineering staff in their reviews.

The following procedures for Tentative Map Extensions and Expirations will be followed by the Engineering Division in accordance with the City Development Code Part 10 and Sections 66452.6, (d) and 66463.5 (b) of the Subdivision Map Act:

1. The expiration date will terminate a tentative map unless prior to that date an extension by the Planning Commission/City Council has been requested, or a complete submittal of a map and plans conforming to the Engineering and Planning conditions has been made for the first plan check. Tentative Map extension requests shall be sent to the Planning Division.

2. If a complete Final Map submittal is in the plan check process prior to the tentative map expiration date, the map will be extended automatically for up to 365 days if the developer meets the following deadlines for complete re-submittals:

    a. For a first plan check, a complete re-submittal must be made to the City within 35 working days of receipt of comments from the City.

    b. For a second or subsequent plan check, a complete re-submittal must be made to the City within 25 working days of receipt of comments from the City. This includes submittal of bonds, insurance, and signed Subdivision Agreement when requested by the City.

    c. If the re-submittal deadlines are not met, or if 365 days have elapsed, the City Engineer will suspend the plan check process and notify the developer that he or she has 25 working days to apply for a map extension through the Planning Division for approval by the Planning Commission/City Council. Map checking will be suspended until a decision is reached.

    d. A tentative map can only be extended as provided under Section 66452.6 of the Subdivision Map Act.

D. DEVELOPMENT AGREEMENTS

Development Agreements are initiated by the Developer by submitting a planning application requesting a development agreement. The planning division takes the lead on all Development Agreements but needs the support of city staff in all divisions that review development projects. Engineering plays a large role in meeting with the planners and negotiating the development agreement with the developer. Development Agreements may also be initiated by city staff during an entitlement process if there is anything that is needed that does not have a direct nexus to the project impacts. Development Agreements are not required but are entered into consensually by the city and the developer. Development Agreements secure development rights before entitlement for a period of 10 years and can secure vesting rights or undo tentative map vesting rights. The City of Livermore has utilized development agreements to secure major public infrastructure such as highway interchanges and flood control facilities as well as water and sewer distribution lines. Development Impact Fees are typically credited for the constructed infrastructure or land dedicated for public roads or infrastructure improvements. Most of the fee credits granted to developers were granted through development agreements. A spreadsheet detailing the development fee credits remaining can be found on the Engineering Shared Drive. The engineering project coordinator is responsible for updating this spreadsheet when a new development agreement includes fee credits and when fee credits are used.

E. CONDOMINIUM PROCEDURES (IN ACCORDANCE WITH DEVELOPMENT CODE 10.08)

Condominium maps are one lot subdivisions typically processed with the parcel map waiver process. The one lot subdivision establishes the parcel/lot boundaries. Condominium maps must also be submitted to the Department of Real Estate. Use the Condominium Checklist to review this type of Parcel Map Waiver.
Note that a Master Geographic Letter for the City of Livermore is prepared by the City of Livermore engineering division every three years and kept on file with the Department of Real Estate to facilitate the Department of Real Estate's determination that any subdivision has complied with the City approval process. The Master Geographic Letter provides information to the Department of Real Estate regarding the City of Livermore Development requirements. An updated Master Geographic Letter must be provided to the Department of Real Estate every three years unless the City of Livermore indicates a longer timeframe. This letter is usually processed by the Floodplain Manager for the Community Development Director's signature. If there is no Master Geographic Letter on file for the City of Livermore, the Department of Real Estate must request this information from the city for every project. A copy of the letter on file can be found here.

F. PARCEL MAP WAIVERS (IN ACCORDANCE WITH DEVELOPMENT CODE 10.03.020)

Application is made to the Planning Division requesting a parcel map be processed under the waiver process. This process is used to review a SB9 submittal if it qualifies for the parcel map waiver process. A determination is made by the Planning Manager

and City Engineer as to whether the project is eligible for the waiver process. If eligible for the waiver process, the project is referred to engineering and reviewed at a staff level. The Community Development Director signs the map instead of the City Council. If not eligible, the parcel map follows the standard review process which includes the submittal and review of a tentative map, proposed improvements, etc with approval by the City Council.

G. LOT LINE ADJUSTMENTS (IN ACCORDANCE WITH DEVELOPMENT CODE 10.04.030)

The lot adjustment process is intended for minor adjustments to property lines. The adjustment (transfer parcel) shall not exceed 5% of either parcel and shall not put either parcel in violation of the building code or set back requirements in accordance with the Development Code 10.04.030. The Lot Line Adjustment process starts with the submittal of a Planning Application for a Certificate of Compliance for a Lot Line Adjustment. The following documents are submitted to the Planning Division.

Submittal Requirements:

City of Livermore General Planning Application
Current Title Report for Property No. 1(less than 6 mo. old)
Current Title Report for Property No. 2(less than 6 mo. old)
Math closures for all new parcels
LLA Exhibit “A1” , Legal descriptions of adjusted Parcel No. 1
LLA Exhibit “A2” , Legal descriptions of adjusted Parcel No. 2
LLA Exhibit “A3” , Legal descriptions of the transfer parcel(s) (Not required if both Parcels are owned by one party.)
Exhibit “B” Plat to accompany descriptions

The lot line adjustment document; including, Certificate of Compliance, legal descriptions and plat maps of the resulting parcels and the Grant Deed documents; including, legal descriptions and plat maps of the transfer parcels are to be recorded by the City after they have been checked and approved by the city staff (planner, engineer and the city surveyor in accordance the Lot Line Adjustment checklist).

After the Engineering Division has confirmed the technical correctness of the documents the Planning Division prepares a Certificate of Compliance (these show that the proposed adjustments have been approved and are to be recorded to complete the lot line adjustment process). The recordation of the Certificate of Compliance is required to complete the lot line adjustment approval process but does not create the new parcels. Grant Deeds must also be recorded for this. The following documents are uploaded into Agreement Tracker for clerk’s processing, approval, signature of the

Community Development Director and are recorded together to complete the Lot Line Adjustment process:

Certificate of Compliance
LLA Exhibit “A1” , Legal descriptions of adjusted Parcel No. 1
LLA Exhibit “A2” , Legal descriptions of adjusted Parcel No. 2
Exhibit “B” Plat to accompany descriptions
Memo to the City Clerk
Recording Instructions

The preparation and recordation of the Grant Deeds is the responsibility of the owner. Engineering staff should work closely with the owners and the title company to see how they want these grant deed recordings handled. (The title company will help as they ultimately must insure the properties). The Grant Deeds are to be reviewed by the City, when approved, signed and recorded concurrently with the Certificate of Compliance if possible. The following items are to be prepared separately:

Grant Deed for the Transfer parcel (Parcel No. 1 owner transfers property to Parcel No. 2 owner, or visa versa. Owner of parcel transferred, records the grant deed to Owner of parcel to be received).

Grant Deed for Resultant Parcel No. 1 with the Exhibit “B” attached for adjusted Parcel No. 1.(Owner No. 1 Records a grant deed to himself).

Grant Deed for Resultant Parcel No. 2 with the Exhibit “B” attached for adjusted Parcel No. 2.(Owner No. 2 Records a grant deed to himself).

At the bottom of these Grant Deed Cover Sheets for Parcels 1 & 2 above add the following statement:

“This Deed is being recorded to effectuate the legal description created by the Lot Line Adjustment No. XX-XXX Certificate of Compliance, approved by the City of Livermore, which is being recorded concurrently herewith.”

If there is a “Deed of Trust” on the property. (You can determine this by reviewing the Title Report). It may be necessary to get a letter from the lender or trustee authorizing the LLA prior to recording the Grant Deeds. If there is a deed of trust on the property a Deed of Reconveyance may be required (this is determined by the Title Company).

The Lot Line Adjustment including Certificate of Compliance and attached documents showing resultant parcels(records first), Grant Deeds for transfer parcel(records second) and then Grant Deeds for resultant parcels(records third) and then Deed of Reconveyance, if needed records last. If these documents cannot be recorded concurrently, in the order noted above, the engineer and planner involved with the project must ensure that a copy of all of these documents are received by the City of Livermore City Clerk and filed in the City Clerk’s files. Typically, these recorded documents are received by the City Clerk. The City Clerk provides the recorded

document or a link to the recorded document in Lasar Fische to the Engineering Coordinator. After the Engineering Coordinator uploads the recorded document into Agreement Tracker the City Clerk's office will add a Laserfiche link to the document in Agreement Tracker.

Note: The Planning Division issues a certificate of compliance certifying a lot is in conformance with the zoning code. This follows a different process than the one issued for a Lot Line Adjustment. Please direct owner/developer to the Planning Division for submittal requirements.

H. PARCEL MERGERS (IN ACCORDANCE WITH DEVELOPMENT CODE 10.04.040)

a. Parcel mergers may be voluntary mergers initiated by the property owner or mandatory initiated by the City. This procedure is only for voluntary mergers initiated by the property owner. The development code 10.04.040 references the Government Code Sections that establish the authority of the City to merge or unmerge two or more parcels or units of land held by the same owner.

b. Property owners request a parcel merger by filing a General Planning Application requesting the Parcel Merger and submitting with the application the property deeds, plat and legal descriptions of the existing parcels and resultant parcel, current title reports, closure calculations and statements from Trustees or Beneficiaries, as appropriate, consenting to the merger.

c. Submittal Requirements:

    i. City of Livermore General Planning Application
    ii. Current Title Report for Property No. 1 (less than 6 mo. old)
    iii. Current Title Report for Property No. 2 (less than 6 mo. old)
    iv. Math closures for merged parcel
    v. Exhibit "A" Legal description for merged Parcel
    vi. Exhibit "B" Plat to accompany description

d. The City Engineer is the review authority. After the project coordinator reviews the documents and Planning determines the parcels meet the parcel merger qualifications, the plats, legal description, and new deed are technically correct, the project coordinator prepares a notice of merger for the City Engineer's signature. The notice of merger specifies the names of the record owners and has a description of the real property attached.

e. The recordation of the Notice of Parcel Merger is required to complete the parcel merger approval process but does not create the new parcels. Grant Deeds must also be recorded for this. The following documents are uploaded into Agreement Tracker for Attorney review, signature of the City Engineer and are recorded together to complete the Parcel Merger process:

    i. Notice of Parcel Merger
    ii. Exhibit “A” , Legal description of the merged Parcel
    iii. Exhibit “B” Plat to accompany description
    iv. Memo to the City Clerk
    v. Recording Instructions

f. The following items are to be prepared separately. This is the responsibility of the owner. Engineering staff should work closely with the owners and the title company to see how they want these grant deed recordings handled. (The title company will help as they ultimately must insure the properties). The Grant Deeds are to be reviewed by the City, when approved, signed and recorded concurrently with the Notice of Parcel Merger if possible.

    i. Grant Deed with Exhibit “B” attached for merged Parcel (Owner records a grant deed to himself.

g. At the bottom of the Grant Deed Cover Sheet for the merged Parcel add the following statement:

    “This Deed is being recorded to effectuate the legal description created by the Notice of Parcel Merger No. XX-XXX, approved by the City of Livermore, which is being recorded concurrently herewith.”

h. If there is a “Deed of Trust” on the property. (You can determine this by reviewing the Title Report). It may be necessary to get a letter from the lender or trustee authorizing the Notice of Parcel Merger prior to recording the Grant Deeds. If there is a deed of trust on the property a Deed of Reconveyance may be required.

    The Notice of Parcel Merger(records first), Grant Deed for the Merged parcel(records second) and then Deeds of Reconveyance, if needed records last. If these documents cannot be recorded concurrently, in the order noted above, the engineer involved with the project must ensure that a copy of all these documents are received by the City of Livermore City Clerk and filed in the City Clerk’s files. Typically, the recorded documents are received by the City Clerk. The City Clerk provides the recorded document or a link to the recorded document in Lasar Fische to the Engineering Coordinator. After the Engineering Coordinator uploads the recorded document into Agreement Tracker the City Clerk’s office will add a Laserfiche link to the document in Agreement Tracker.

i. The merger of the subject parcels become effective when the City Engineer signs the notice of merger and causes it to be filed for record with the County Recorder. The engineer processing this request must ensure that the City of Livermore City Clerk receives and files the recorded Parcel Merger.

I. GENERAL PLAN CONSISTENCY – VACATION OF CITY LAND AND EASEMENTS – (This requirement can be waived by resolution of the City Council for abandonments of a "minor nature" (see Government Code Section *§ 65402*, the Livermore City Council has waived this requirement by resolution and delegated approval of it to the city clerk. See Final Map Procedures for abandonments by map)

The first step in processing a vacation of land in fee title or a public service easement is to have a consistency finding determined by the Planning Commission for General Plan consistency. Planning division staff assign the General Plan consistency number, prepare the staff report and resolution authorizing a consistency finding for planning commission consideration. It is best to do this during the entitlement process, so it does not need to be taken back to Planning Commission separately after entitlements.

After the consistency determination is made by Planning Commission, the next step is to determine if the vacation of land qualifies to be done using the summary vacation process. This is a shorter process. Please consult with the City Attorney's office to confirm this is the proper process to use. If not, the full vacation process must be used. Both kinds of vacations must go before the City Council for Approval. To do this Engineering staff shall prepare the following:

A. For Summary Vacations, schedule as a consent item. For general (full) Vacations, schedule as a public hearing item. Both items are placed on the Engineering City Council Agenda Log and on Engineering SharePoint link separately or with a map.

B. For a general Vacation, coordinate with the City Clerk's' office by scheduling a public hearing. Add the item to the Master Calendar and submit the Public Hearing notice from the Clerk's page in SharePoint requesting the City Clerk publish and post a notice of the public hearing for the proposed vacation two successive weeks prior to the public hearing.

C. Applicant prepares the Legal documents (Plat & Legal Description) signed by the Land Surveyor for City review and approval. After City staff review and approval applicant provides original wet signed and stamped plat and legal descriptions to Engineering coordinator and Engineering Coordinator prepares the Preliminary Change of Ownership Report (PCOR) for each conveyance to the recipient of the land for tax purposes.

D. Engineering coordinator prepares Quit Claim Deed, memo to the Clerk with recording instructions and memo to the City Manager. Engineering staff should work closely with the title company to see how they want these grant deed recordings handled. (The title company will help as they ultimately must insure the properties).

E. Engineering coordinator uploads the Quit Claim Deeds with associated Plat and Legal Descriptions and memo to the clerk with recording instructions and PCORs and memo to the City Manager for attorney/city clerk review in Agreement Tracker

F. Engineering Coordinator prepares Staff report. In the Staff Report reference the Planning Commission approval date of the consistency finding with the number.

G. Engineering Coordinator prepares location/vicinity map and resolution with a) Quit Claim Deed Exhibits and b) Plat and Legal Description Exhibits

H. Engineering Coordinator uploads Staff report, location/vicinity map, resolution with a) Quit Claim Deed Exhibits and b) Plat and Legal Description Exhibits in PEAK for City Council Approval.

The recordation of the Resolution of Vacation is required to complete the vacation process but does not transfer the property. Quit Claim Deeds must also be recorded to complete the property/easement rights transfer.

A. After City Council Approval the City Manager signs Quit Claim Deeds and the Clerk notarizes them. The City Clerk prepares conform copies of the signed document then contacts the title company to pick-up the original documents and conformed copies along with the recording instructions for recordation.

B. After 30 days the Engineering Coordinator confirms documents have been recorded and conformed copies have been returned to the City. After the Engineering Coordinator uploads the recorded document into Agreement Tracker the City Clerk’s Office will provide a link to the Laserfiche document in Agreement Tracker.

C. Engineering Coordinator puts an electronic copy of the recorded documents in the project folder and sends them to IT to incorporate the changes in the Geographical Information System (GIS).

1. CONSIDERATIONS WHEN VACATING PUBLIC LAND OR EASEMENTS

   It must be remembered that any vacation or abandonment of public held land (whether acquired by an easement, deed, a fee deed or a dedication on a map) only abandons the public's rights or interests. Private rights remain intact. These could be access rights, PG&E structures or lines, or other utilities. It may be necessary to halt any abandonment or to create private easements for these private interests.

   All easements must be abandoned or vacated by separate instrument unless they were created on a map. In accordance with Subdivision Map Act Section 66499.20.2, the filing of a new map over the top of an old map shall constitute the abandonment of all public streets and public easements not shown on the new map, provided that a written notation of each abandonment is listed by reference to the recording date of each and certified to on the map in the City Clerks Statement.

   The Council may simply adopt a resolution of vacation without the necessity of a public hearing and the vacation becomes effective upon recordation, refer to CA Streets and Highway Codes *§ 8335 and 8336*.

   Obviously, a summary vacation procedure is easier to accomplish in that it eliminates the necessity for a public hearing. There may be legitimate reasons to have the proposed vacation be the subject of a hearing, so each vacation should be evaluated on a case-by-case basis.

2. NON-SUMMARY VACATION PROCEDURES

a. The Council can initiate non-summary procedures by either setting a noticed hearing on the proposed vacation or if requested or petitioned to do so by an interested party, refer to CA Streets and Highway Codes *§ 8320*. Notice of the hearing with a map and description of the proposed vacation must be posted and published and the council must consider evidence presented to it at the hearing, refer to CA Streets and Highway Codes *§ 8320 and 8324.*

b. Upon conclusion of the hearing, and if the Council finds that the easement proposed to be vacated is unnecessary for present or prospective public use, the Council may adopt a resolution vacating the easement. This resolution must be recorded, and the vacation is effective as of the date of recordation, refer to CA Streets and Highway Codes *§ 8325*. The Council has the authority to reserve future sewers, storm drains and other utilities and can also except from the vacation any easement or right necessary to maintain, operate, remove, replace, or renew the public utility facilities, refer to CA Streets and Highway Codes *§ 8340*.

c. The effect of the vacation is as follows: if there are no reservations or exceptions made, the vacation of an easement extinguishes all public easements in the area defined as the easement. If the city owns only an easement, title to the property previously subject to the easement reverts to the owner of the fee free from the easement, refer to CA Streets and Highway Codes *§ 8351*. If the city owns the underlying property in fee, the Council can sell or exchange the property previously subject to the easement if it is no longer needed by the public, refer to CA Streets and Highway Codes *§ 8355*.

3. SUMMARY VACATION PROCEDURES

a. Summary vacation procedures can be used in the following situations:

If the street has been superseded by relocation, unless the vacation would cut off all access to a person's property which previously adjoined the street, or the vacation would terminate a public service easement, refer to CA Streets and Highway Codes *(§ 8330*); or

If the street has been impassable for vehicular traffic for five years and no public money has been expended for maintenance during that period, refer to CA Streets and Highway Codes (*§ 8331*); or

Excess right-of-way of a street is no longer required for street purposes, refer to CA Streets and Highway Codes (*§ 8334*); or

A part of a street lies within property under one ownership and does not continue through such ownership or end in touching the property of another refer to CA Streets and Highway Codes (*§ 8334*).

Summary vacation procedures can also be used to vacate public service easements in similar circumstances.

4. VACATION OR ABANDONMENT APPORTIONMENT

a. The exact outline or resulting shape of those areas in the street to be vacated is seldom considered until the street is considered for vacation. There is no absolute law detailing the outline or protraction of these areas.

b. Unless there are special considerations it is generally accepted that the adjoining lots or parcels have the underlying fee to the centerline, and the property lines are projected to the centerline. However, this is not always possible such as in the case of sharp curves with non-radial property lines, 90-degree corners or in cul-de-sacs.

c. In another situation, with older maps, lots and streets were shown on the map, but not dedicated on the map, therefore there was no acceptance by the City Clerk. Use of these streets by the public over the years may create prescriptive rights of the public to these strips. If the streets were never accepted by the City, and this Street is now to be vacated the abutting lots may be entitled to the land to the centerline, the fee may revert to the original owner or his assigns.

d. Another exception is the case of "margin streets", these are streets along perimeter streets where the entire right-of-way is taken from one parcel of land. If the two adjoining properties are owned by two separate owners, then the abutting properties within the development would claim the lands across the entire vacated street. However, if the developer of the subdivision owned the lands on both sides of property lines at the time of development, then the abutting lands of the street to be vacated would claim the land to the centerline of this margin street. In this case, it is important to work with the Title officer and land surveyor to determine how best to handle this situation.

J. IRREVOCABLE OFFERS OF DEDICATION

Irrevocable offers of dedication must be approved by the Legislative Body, which for the City of Livermore is the City Council, Irrevocable Offers of Dedication are either shown and dedicated on a map (See VI. Final Map Procedures) or by separate instrument. The City Clerk has been given the authority by the City Council by Resolution I-65, passed by the City Council on January 4, 1965, to accept offers of dedication. This authority is used for offers of dedication accepted on a map following the Parcel Map Waiver Process which allows map approval by the Community Development Director certifying the map was processed in accordance with Subdivision Map Act Section 66428(b) or separately by separate instrument with a certificate of acceptance or rejection.

Irrevocable offers of Dedication. According to Subdivision Map Act Section 66477.1, at the time the legislative body or the official designated to approve the final map, they shall also accept the dedication, accept the dedication subject to improvements, or reject any offer of dedication. "Offers of Dedication" shall remain open, and the legislative body may by resolution, accept the offer of dedication without further action by the subdivider. "Offers of Dedication" may be terminated and abandoned in the same manner as described herein for the "Summary Vacation" of a street (See Section H3 above).

All offers of dedication, whether on a map or separate, shall be reviewed by the City Project Coordinator using the Irrevocable offer of Dedication, Grant Deed, easement plan check list, and by the City Surveyor to make sure the plat, legal descriptions and closures are technically correct. After technical review of the plat and legal description is complete, the plat and legal description is signed and stamped by a surveyor.

The Project Coordinator prepares the cover sheet. The city has a standard easement cover sheet template that is on the shared drive. (If an Agency or Utility Company is granting the IOD or Easement they may have their own cover sheet. This cover sheet may need to be reviewed by the City Attorney. The tax information on the top left corner of this cover sheet can be found in a reference book (available here).

The Project Coordinator prepared the City acceptance certificate. A template for this certificate is also on our shared drive(here). This template is prepared for the City Clerk's signature. The City Clerk signs the acceptance certificate and attaches it to the cover, plat & legal before it is recorded with the County Recorder.

The project coordinator gives all the documents to Supervising Senior Civil Engineer and City Engineer for their review and approval.

After approval by the City Engineer the Engineering Coordinator prepares a memo written to the clerk with recording instructions. If the City Clerk will record the documents please provide a charge number for the clerk to use to pay for the courier who will record the documents. If a title company will record the documents, the Project Coordinator prepares a letter to the Title Company with recording instructions for the City Clerk's signature.

We work through the City Clerk's office, and often the Attorney's office, to record documents. The Clerk's office uses Agreement Tracker to keep track of the recorded documents so, these documents are uploaded into the Agreement Tracker for review and approval. An internal reference number is assigned through Agreement Tracker. After documents are signed and notarized, the signed documents are also uploaded into Agreement Tracker including the memo to the clerk and the letter to the Title Company with recording instructions.

The memo to the clerk is used as a transmittal letter to transmit the original signed and notarized documents. This letter with the wet signed original documents is given to the Engineering Admin staff to log and route to the Clerk's office via the Attorney's office.

To review an irrevocable offer of dedication, receive an easement or land in fee title the Engineering Coordinator shall follow the following procedure:

a. Request the developer/person dedicating easement or land to the City to submit the following:

    i. Title Report confirming ownership of land or easement rights of the dedicator.
    ii. Legal Description of the easement or land to be dedicated or transferred to the City.
    iii. Plat Map depicting the perimeter/boundary of the property described in the legal description along with closure calculations and reference documents.(See submittal checklist)

b. Review the documents submitted for technical correctness.

c. Prepare the cover sheet for Irrevocable offer of dedication, easement, grant deed for execution by the dedicator, the certificate of acceptance, the memo to the Clerk and, if applicable, a letter to the Title Company.

    i. The City Clerk signs the certificate of acceptance and following the instructions in the memo, either records the documents charging the courier cost to the account number provided or calls the Title Company to pick up the original and conform copies of the documents with the recording instructions. Although the City Clerk will follow-up to confirm recording, it is the Project Coordinator's responsibility to follow-up with the Clerk to confirm the documents are recorded and a conformed copy of the recorded document is returned to the city for filing in the official electronic files. An electronic copy of the document will be sent to the project coordinator. The project coordinator uploads the recorded document into Agreement Tracker then the Clerk's office adds a link to the Lasar Fiche document in Agreement Tracker.

PROCEDURE FOR RECEIVING AND REVIEWING OFF-SITE EASEMENTS, RIGHT-OF-WAY, TEMPORARY CONSTRUCTION EASEMENTS, RIGHTS OF ENTRY AND/OR LEASE AGREEMENTS

Off-site easements, right-of-way submittals, temporary construction easements, rights of entry and/or lease agreements are included with the first submittal of an entitlement, final map or building permit submittal. In all cases all items listed on the off-site easement, right-of-way submittal, temporary construction easement right-of-entry and/or lease agreement list shall be included. All submittals shall be in their final form ready for the surveyor to sign and stamp.. If there are more than three off-site easements, right-of-way or other submittals a right-of-way acquisition map shall be included.

K. ANNEXATION OF LAND

The cover sheet for all construction easements shall include a termination date for all off-site construction work.(work with the City Engineer to identify the current Temporary Construction Easement form approved by the City Attorney's office for conveying Temporary Construction Easement.

See Planning Division for latest application submittal requirements and annexation procedures. All annexations are part of an entitlement application process. As part of the entitlement process, an annexation proposal must be submitted to the Planning Division and must be approved by the Planning and Engineering Divisions first before it is submitted to the Local Agency Formation Commission (LAFCO) for approval. Local Agency Formation Commissions are independent regulatory commissions created by

the California Legislature to control the boundaries of cities and most special districts. Filing an annexation proposal with Alameda County LAFCO is an approximate 4-6 month long process in addition to the timelines for the entitlement process. No maps in the City of Livermore can be filed with the County Recorder until the annexation has been approved by LAFCO and completed with the recording of an annexation map.

L. PROPERTY ACQUISITION

Use the Property Acquisition Checklist in this Plan Check Manual to acquire property associated with a Development Project. Use this checklist to (1) assess site to identify if it is in the City's best interest to acquire this property, (2) enter negotiations with the landowner and (3) complete the paperwork needed to acquire the land. Use the Property acquisition procedure and checklist in the Design Manual for property acquisition associated with a Capital Improvement Project.

M. CONDITIONAL USE PERMITS (CUP)

A conditional use permit is an entitlement submitted to the Planning Division following the Planning Division's submittal requirements. Follow the entitlement checklist when reviewing a conditional use permit. Engineering staff must pay careful attention to the calculation of fees for a project with a conditional use permit because the approval is based on certain conditions being followed. If fees are based on certain operational conditions being followed, that when no longer followed do not require re-entitlement measures, care must be taken to ensure the conditions continue to be met. Deferred fee agreements between the developer and City can be executed to ensure additional fees are collected when the condition allowing the lower fee is no longer met.

N. SITE PLAN APPROVALS (SPA)

A site plan approval is an entitlement submitted to the Planning Division following the Planning Division's submittal requirements. Follow the entitlement checklist when reviewing a site plan approval.

O. AFFORDABLE HOUSING PROJECTS

All developments must provide affordable housing or pay an in-lieu affordable housing fee. Affordable housing requirements must be met by developers for commercial and residential development. Residential entitlements of more than 10 units must include affordable housing according to the City of Livermore Affordable Housing regulations. All entitlements are submitted to the Planning Division following the Planning Division's submittal requirements. Follow the entitlement checklist when reviewing any entitlement with Affordable Housing. The Housing and Human Services Division will review the

entitlement, identify housing requirements for the development and negotiate an agreement, if necessary, to provide and secure affordable housing. A Housing Implementation Process (HIP) may be used to allow developers to compete for allotted housing units. Proposals with affordable housing or offering other amenities beyond the City's requirements may make the proposal more competitive allowing developers to be awarded limited annual housing units.

P. ART PROPOSAL AND INSTALLATION

All Developments must provide public art in their project or pay an in-lieu fee based on a percentage of the cost of the construction of the development. Satisfying the art requirement is a planning condition. If art will be constructed as part of the development, the art proposed must be reviewed and approved by the Art Commission. The Planning Division together with the Innovation and Economic Development Department and Library are the City Departments that determine the application, submittal and approval requirements for different types of art projects. Please contact the Planning Division for the latest submittal requirements. City library staff and/or Innovation and Economic Development Department Staff will receive an Art Application, review the submittal and schedule it on the agenda for Art Commission review and approval. Engineering staff must review the art locations to make sure the art location does not interfere with the site drainage and has electricity routed to the installation location if lighting is required. Sometimes an art location map is needed and included on the improvement plans with construction details for approval by the City Engineer prior to construction. A maintenance agreement is also required for installed art. Engineering Staff must coordinate with the Developer, Library and Innovation and Economic Development Department staff and the Construction Inspector to make sure all of these requirements are met, and the finished construction of the art piece is acceptable to the Arts Commission, will be maintained by the developer and the cost of the ongoing maintenance is secured with a maintenance agreement.

Q. TELECOMMUNICATIONS

Telecommunication facilities consist of many types of wired and wireless infrastructure including but not limited to underground in conduits with fiber and other telecommunication wiring located in the public right of way, above ground cabinets/nodes connected to the underground infrastructure located in public utility easement and or public right of way, wireless communication antennas located on towers and or mono poles with associated ground equipment to support the communication antennas located on public agency or private property, small cell antennas located on streetlights located in the public right of way. It is important to note that telecommunication technology is a constantly evolving industry and the infrastructure, and regulatory laws are changing constantly. As a result, it is important that the project coordinator consult with planning on development code requirements and the attorney's office to confirm our legal rights.

Processing timelines and procedures for wireless telecommunications facilities

Planning is taking the lead on implementing state regulations regarding the required timelines for deeming an application complete and approving the entitlement for a project per the telecommunications development code. It is important that the engineering project coordinator work closely with the planner to ensure state required timelines are met.

Requests for placement of telecommunications facilities on city or private land are submitted through the Planning Division as an entitlement. It the request for placement of telecommunications facilities is proposed on City/Airport land then the Planner and/or Engineering Project Coordinator shall direct the applicant to Economic Development to confirm whether or not a lease/license agreement is required and determine if the City will consider encumbering the City land with said agreement. Once confirmed by the Innovation and Economic Development Department the Project Planner will refer planning entitlements to Engineering for review. A telecommunications procedure/policy for City/Airport land has been developed. For facilities on private land the Project Coordinator shall review the entitlement using the entitlement checklist. Telecommunications facilities typically have a restricted timeline during entitlement. It is imperative to make sure the review is completed in a timely manner to ensure compliance with the restricted timelines. Please consult with planning for the timeline for the project you are reviewing.

After telecommunications facilities receive an entitlement, they submit for a building permit and/or encroachment permit as applicable.

1. Confirm Property Ownership of proposed project.

    a. If City owned property, the project coordinator will confirm with Planner that the applicant has been directed to contact the Innovation and Economic Development Director to determine if City would be interested in entering a Lease or License Agreement with the applicant. Get confirmation that Innovation and Economic Development Director is interested in doing a lease or license agreement with the applicant.

        If yes, then put in conditions of approval that an executed lease or license agreement is required prior to approval of a building permit.

        If no, then the Innovation and Economic Development Director shall inform the project planner that the city is not interested in entering into a lease or license agreement and that the application for the proposed site shall be withdrawn.

    b. If City owned Airport property, project coordinator to refer applicant to Innovation and Economic Development Director who will coordinate with the

Airport manager to determine if the City/Airport is interested in entering a Lease or License Agreement with the applicant. Get confirmation that the Airport Manager is interested in doing a lease or license agreement with the applicant.

If yes, the applicant shall work with the Innovation and Economic Development Director and the Airport manager to comply with the Airport Leasing and Development Policy. Planning and Engineering Coordinator shall include these requirements in the project conditions of approval which includes the requirement to execute a lease or license agreement prior to approval of a building permit.

If no, then the Innovation and Economic Development Director shall inform the project planner that the city/Airport is not interested in entering into a lease or license agreement and that the application for the proposed site shall be withdrawn.

c. If Livermore Area Recreation & Parks District (LARPD) owned land project coordinator to proceed with the review of the application for completeness and conditions of approval. Project Coordinator to add to the conditions of approval that the applicant provide Engineering proof of an executed lease or license agreement prior to building permit approval.

d. If private property, project coordinator to proceed with the review of the application for completeness and conditions of approval.

2. Project coordinator to look for key items as part of the review:

a. If the ground equipment has a diesel generator, project coordinator shall add conditions of approval requiring the generator have a concrete containment dike around it sized to hold 100 percent of the diesel fuel capacity of the generator with a petro-pipe filter or approved equal installed to allow rain water to drain from the containment area but prevent fuels and or oils from entering the city’s storm drain system and or contaminating the property.

b. Utility work in public right of way and impacts to public street improvements. Project may require that the public roadway be resurfaced after trenching with a micro-seal and or overlay.

c. New street improvements such as new driveway approaches for access to proposed site.

d. New private access road and ground equipment area improvements Amount of new/replaced impervious surface being created. If new impervious surface improvements exceed 2,500 square feet, then the project coordinator shall confirm that the applicant has completed and signed the city's stormwater checklist indicating how the applicant will be treating the stormwater runoff from the impervious surface.

Review of Telecommunications underground infrastructure in the public right-of-way

a. Telecommunications company provides a copy of their state franchise agreement or prescribed rights certifications. Engineering Coordinator coordinates with City Attorney's office to validate documents.
b. If telecommunication company does not have a state franchise agreement or prescribed rights to be within the public right-of-way then the telecommunications company must enter into a right of way agreement for underground telecommunications infrastructure in the public right of way.
c. Project Engineer to coordinate with City Attorney's office and telecommunication company to negotiate and execute telecommunications and infrastructure agreement. This agreement must go to City Council for final approval. The infrastructure agreement template can be found in the City Attorney's electronic file.
d. Write conditions of approval for their project with a note that the franchise agreement is to be executed prior to issuance of an encroachment permit and/or building permits as applicable. Conditions should include a note specifying that all infrastructure is to be installed underground per the City's underground ordinance in Development Code Section 4.02.090. Any required above ground equipment that cannot be installed underground a condition should note that location of equipment is subject to city approval and shall be screened per Planning standards.

Small Cell License Agreement for small cell antennas/telecommunication facilities installed on city streetlights within the public right-of-way

a. Small cell wireless telecommunications facilities require a Planning application for entitlement.
b. Small cell wireless telecommunications facilities proposed to be installed on City streetlights in the public right-of-way require a small cell license agreement.
c. Project coordinator to coordinate with economic development and city attorney's office to negotiate and execute agreement. Small cell license agreements are required to go to City Council for final approval.

d. Engineering project coordinator takes the lead to review and approve the individual site licenses for installation of a small cell antenna at a specific location on a city streetlight.
e. Project coordinator routes site license agreement applications and plans to city maintenance (streets section) and planning for review and approval.
f. Engineering staff issues the site license and the terms of the small cell license agreement.
g. After site license has been issued project coordinator works with the applicant to get an encroachment permit issued for construction.
h. Engineering staff to assess if additional staff is needed to process a batching request so that we can hire additional consultant staff to review the application to meet the prescribed timelines.
i. Give executed copies of site licenses to Economic Development so they can track all the agreements.
j. All existing agreement live on the L:drive (see Mike Pato).

Encroachment Permit/Building Permit -Telecommunications Facilities Review

Procedures for processing telecommunication facilities

Ask the applicant if they have one of the following:

a. Entitlement
b. Right-of-way Agreement
c. Small cell wireless agreement
d. Lease Agreement on Private Property
e. Airport Property – License Agreement or Lease Agreement

If not, go to planning to apply for an entitlement and Economic Development for any agreements.

Procedures for processing small cell telecommunication facilities on individual street lights site license /encroachment permits per the small cell license agreements

1. The applicant must have the following:
    a. Entitlement
    b. Small cell wireless agreement

2. Applicant to apply for site license per the provisions of small cell wireless agreement.

    a. Project Coordinator to route plans to Planning and Maintenance for review.
    b. Project Coordinator to review plans and coordinate comments from Planning and Maintenance and provide comments to applicant.
    c. Once all comments have been addressed and site license is ready for approval project coordinator shall assess and collect the fees due per the small cell wireless agreement and issue the site license.(Site license forms are in the small cell wireless agreement. Confirm with Engineering Admin for the accounting code to receive payment).
    d. Project Coordinator to provide copies of site licenses to applicant, planning and economic development.
    e. Applicant to attached issued site license as an exhibit attached to their encroachment permit application.
    f. Engineering staff to process encroachment permit including associated fees based on issued site license for the construction of the work.
    g. Engineering staff will incorporate conditions in site license into the conditions for the encroachment permit and site license fees.

V. BUILDING PERMIT PROCEDURES

A. BUILDING PERMIT APPLICATION REVIEW

All building permit applications are submitted to the Building Division. Permit Technicians are assigned the permits to refer to other departments, coordinate the comments and return to the applicant. Accela is the permit system used by the Permit Technicians and all department reviewers to distribute the permit submittal and upload comments into. Building referrals are sent to the Engineering Division, logged by the Administrative Technicians and assigned to Engineering Staff as directed by the Senior Engineer in charge of Final Map and Building Permit reviews. Engineering Staff become the project coordinator for the Engineering Division, coordinate comments from the Traffic Section and review the entire application package for completeness using the Building Permit Checklist (see Section VIII). The Project Coordinator should pay close attention to the checklist and ask questions of their supervisor if they are unsure if any of the listed plan checklist items apply to the project. For projects that have no entitlements the project coordinator shall also use the Standard Conditions of approval as a checklist to confirm that all of the standard engineering conditions have been met.

B. BUILDING PERMITS WITH NO ENTITLEMENT AND NO MAP

Applying for and receiving a building permit is a ministerial process that, for projects without a map, starts after a project is entitled (Planning Commission or City Council approval) or approved at a staff level. Not all projects require Planning Commission or City Council approval before a Building Permit application is submitted. When reviewing a building permit please consult the Planning Division first and then the Building Division when in doubt. Timelines for permit submittals and review are set out by the Building Division in accordance with the Permit Streamlining Act.

Projects that are entitled include the following:

a. Commercial and Residential Buildings noted as CM (Commercial Miscellaneous) may have entitlements noted as Conditional Use Permit (CUP), Site Plan Design Review Approval (SPDR)
b. Single Family Dwelling Units noted as DR (Dwelling Residential)

C. BUILDING PERMITS WITH ENTITLEMENTS BUT NO MAP

Grading Permits for rough grading and retaining walls may be issued when there is no map by submitting an application to the building division for approval. The building division routes plans to engineering and planning as part of their plan review process. Grading Permits for rough grading and retaining walls may be issued prior to filing a

final map only with the City Engineer's approval pursuant to Livermore Development Code Section 10.05.050.

A rough grading permit will be considered for approval prior to filing a Final Map if the following procedure is followed:

1. The developer submits grading plans and interim erosion control plans as part of the overall subdivision improvement plans for plan checking to the project coordinator in Engineering.

2. The subdivision plans, including grading plans and erosion control plans, go through two or more plan checks through Engineering (including Planning and Building via Engineering). This review includes sound walls and retaining walls that might be on private property. The following issues must be completely addressed:

    a. Interim erosion and sedimentation control plans must be complete.
    b. There are no unresolved issues affecting grading or drainage, such as effects upon off-site drainage or adjacent property owners.
    c. All necessary permits and approvals have been obtained from other government agencies such as California Department of Transportation (Caltrans), Alameda County Flood Control and Water Conservation District (Zone 7), Department of Fish and Game, U.S. Army Corps of Engineers, and Alameda County Public Works.
    d. All necessary off-site easements or rights of entry to conduct grading have been obtained.
    e. Drainage study is complete and approved, with a stamped and signed copy placed in the project file.
    f. Projects that propose to rough grade two or more phases simultaneously must have complete improvement plans checked for all phases to be graded as discussed above.

3. The project coordinator calculates the public works inspection fee (grading portion) and the grading permit fee (per City Master Fee Schedule) and informs the developer of the cost for the permit.

4. The project coordinator requests insurance requirements from the Risk Manager and obtains the Insurance Requirement Template for the project.

5. The project coordinator sends a PINS request to Engineering admin to have Developer upload insurance certificate into PINS.

6. Once the grading plans and interim erosion and sedimentation control plans are ready for permit issuance and the insurance is approved in PINS, the project coordinator advises the design engineer to bring in the original grading plans and erosion control plans for review and approval by the City Engineer/Development Section Supervisor.

7. The City Engineer/Development Section Supervisor signs the original grading and erosion control plans.

8. The project coordinator instructs the developer to submit the following directly to Engineering:

    a. Three full size sets and three half size sets of the approved and signed grading and erosion control plans.
    b. Corrective cash grading bond for corrective grading of the site and implementation of erosion control measures based on a City approved estimate (if prior to final map approval). Except in unusual circumstances, this amount is $10,000.
    c. A letter agreement by which the City could use the cash bond for corrective grading has been submitted (see attached sample letter agreement).
    d. Completed grading permit application form.
    e. For projects involving channels, FEMA's Conditional Letter of Map**.** Revision has been issued by FEMA.
    f. For projects adjacent to a channel, FEMA's Elevation Certificate has been completed and signed and stamped by a registered California land surveyor.
    g. Copy of Notice of Intent and WID number to verify compliance with the State Regional Water Quality Control Board general permit.
    h. Copy of application fee sent with Notice of Intent.
    i. Statement from developer of the location of the proposed receiver site of soil spoils, soil export, and other building or construction debris, and the proposed haul route (if there is export).

9. The developer submits the above items to the project coordinator in Engineering.

10. The project coordinator sends the insurance certificate to the City Risk Manager for approval and reviews the corrective grading bond for completeness and accuracy.

11. The project coordinator submits two full size and two half size copies of the grading plans to the Construction Section Supervisor and places one set on Engineering's hanging file.

12. Once the project coordinator is satisfied that all documents are in order (including receiving an "O.K." from the City Risk Manager), the project coordinator notifies the developer. The Project Coordinator prepares the grading permit.

13. The Developer pays the inspection, and permit fees and receives the grading permit. The grading permit will include approval to construct retaining walls. The developer shall schedule a pre-construction conference with the Engineering Construction Section Supervisor.

14. Pre-construction conference (developer, contractor, Engineering inspector, and Engineering project coordinator) is held. Developer brings copy of grading permit to pre-construction conference.

15. Developer's contractor begins grading operation under the inspection of the Engineering inspector. The Engineering inspector will also inspect sound walls and retaining walls that are on private property.

16. Developer submits two copies of certifications to the City Engineer that (a) the recommendations of the preliminary soils report have been complied with, and the lot pads have been properly compacted (soils engineer), and (b) that the pad elevations are at the elevations shown on the plans (land surveyor). These certifications are given to the Construction Section Supervisor, who provides a courtesy copy to the Permit Center (Engineering Desk).

17. The Permit Center (Engineering Desk) tracks the receipt of necessary certifications **and verifies that certifications have been received** before signing off on individual plot plans.

18. Individual plot plans showing detailed final grading for each house will be plan checked by Permit Center personnel. Engineering will not sign off on individual plot plans until the two pad certifications (see Item 14 above) for a particular lot or the entire subdivision have been received. The Building Inspector will check the fine grading of each lot for conformance with the individual plot plan.

19. The Engineering inspector notifies the project coordinator when the grading operation and implementation of erosion and sedimentation plan are complete. A final letter from the soils engineer stating that all recommendations in the preliminary soils report have been complied with is submitted by the developer to the project coordinator.

20. The project coordinator returns the corrective grading bond (if any) to the developer and advises the permit center to close the grading permit. (The corrective grading bond can be returned earlier once a subdivision improvement agreement, and bonds have been approved by the City Council).

D. BUILDING PERMITS WITH ENTITLEMENTS AND A MAP

1. For projects with a map, a building permit application is submitted after the Final Map is approved by City Council. The Engineering Division allows the building permit submittal prior to Final Map Approval if certain requirements are met (See Section B above).

2. Building permit applications for residential homes that are part of a Tract are submitted and issued after the final map is approved. Residential houses and multi-family buildings that are part of a tract are submitted separately to the building division as plot plans. Apartment and Commercial Buildings and custom homes that are part of a Parcel Map or Tract Map are submitted to the building division as site plans. All plot plans or site plans that are associated with a map are referred to the engineering division by the building division and the engineering division Senior Civil

Engineer overseeing Final Maps typically assigns the referrals to the project coordinator who reviewed the tract.

3. The project coordinator checks the plot plans and site plans against the map and improvement plans for conformance and checks the plan against the engineering standards for utility and tree spacing and site distance to confirm compliance. The project coordinator uses the building permit checklists for plot plans, residential and commercial property.

4. The engineering coordinator confirms that a letter from the Surveyor has been received confirming the pad elevation of the proposed house or building. In addition to this, the Engineering coordinator confirms a letter from the soils engineer with compaction tests for each pad is received confirming compliance with the soils report and city soil compaction standards. Pad survey and compaction certifications are submitted to the Building Division for each tract.

E. INFRASTRUCTURE ACCEPTANCE BY CITY COUNCIL WITHOUT A MAP

1. Building Permit Process

Public Improvements can be constructed on private property with a building permit and on public property with an encroachment permit. When constructed on private property, the public infrastructure improvement is maintained by the owner of the private property until an easement or road right-of-way is transferred to the City and accepted by City Council for maintenance.

2. Encroachment Permit Process

The encroachment permit is intended to permit construction in the public right-of-way. It is often used by the City of Livermore more broadly as a catch-all permit for unusual circumstances when no other permit fits the situation. Encroachment permits are issued for construction or storage of materials within the public right of way and on public land. An encroachment permit application is submitted to the engineering division together with the plans. Engineering Administrative staff log encroachment permits when submitted and give them to the Senior Engineer managing final maps and encroachment permits. The Senior Engineer distributes the encroachment permit submittal to staff to review. Encroachment permits can be simple or complicated. Most permits are issued within 2 weeks and are effective for 6 months with a six-month extension upon request. More complicated and unusual encroachment permits can last up to 10 years to match environmental monitoring or other outside agency-imposed maintenance timelines until permit requirements are satisfied. In all situations, encroachment permits are granted by the city for a temporary construction or maintenance activity.

Engineering Coordinators review encroachment permit submittals to make sure the information is complete. If not, the submittal is returned to the applicant. When

complete the submittal is reviewed for compliance with city standards much like improvement plans are reviewed, and conditions of approval are added. Fees are calculated based on the value of the work being requested to cover city administrative and inspection staff time. Fee rates are published in the City Master Fee Schedule. The Engineering Coordinator issues the permit based on the information provided, enters the fees due and adds the conditions of approval. Two copies of the permit are printed on paper with the general conditions on the back. The engineering coordinator signs both copies of the permit on behalf of the City Engineer, attaches a copy of the plans and notifies the applicant the permit is ready to pick up. When the applicant pays the fees and signs both copies of the permit, one copy is given to the inspector and one copy is given to the applicant. The applicant is directed to call for inspection 48 hours in advance. After the construction is complete the permit is finalized by the inspector and retained in the engineering files. If City of Livermore public infrastructure is constructed by a Developer with an encroachment permit that infrastructure must be accepted by City Council along with any easements or public right of way as applicable. See Section D.3. below City Council Acceptance of Public Infrastructure Without A Map.

3. City Council Acceptance of Public Infrastructure Without a Map

a. After construction of a public improvement is complete and all the special conditions of the Encroachment have been satisfied the construction inspector notifies the project coordinator that the improvements are ready for City Council acceptance.

b. If easements are planned to be recorded after construction, the project coordinator uploads the signed easement into Agreement Tracker along with a memo with recording instructions to the Clerk and a letter to the title company. If any documents are time sensitive items (like a resolution or contract) that are needed immediately following the City Council meeting it is the drafter's responsibility to communicate that in advance of the meeting in the comments section of Peak and via email to the Clerk team before the meeting. Please keep in mind that it generally takes 1 week to finalize agenda items after a meeting. If you need anything prior to that timeframe, it must be communicated prior to the Council Meeting so the clerk team can plan accordingly.

c. Project coordinator writes staff report in PEAK and uploads location map, copy of easement and resolution in PEAK. When complete work flow is initiated for review by supervisor. Easements must be signed and notarized by the outside party when the staff report is submitted. If you don't have the signed and notarized easement, please move the item to a future meeting.

d. Project coordinator scans signed original documents and uploads them each separately in Agreement Tracker and saves them in the engineering Sharepoint file.

e. 25 days prior to the Council Meeting:

i. All staff reports, resolutions, ordinances and attachments are approved in PEAK and in the Assistant City Clerk's Que.

f. 16 days prior to the Council Meeting:

i. The City Clerk publishes the agenda package.
ii. Project Coordinator prepares a PowerPoint presentation and provides it to the Clerk.

g. Day of the Council Meeting (Monday):

i. Practice session is typically held in the afternoon of the City Council Meeting. Check with the City Clerk's Office for current places, dates and times.

ii. The Council Meeting is normally held on the second and fourth Mondays of the month at 7:00 p.m. at the Council Chambers at S. Livermore Avenue. Check with the City Clerk's Office for current places, dates and times.

After the City Council has accepted the public improvement for maintenance:

1. The project coordinator will deliver the public improvements to City maintenance staff for maintenance.

2. The City Clerk will notify the developer's title company to pick up the easement for recording.

After easements have been recorded:

1. The title company provides an electronic copy of the recorded easement to the Engineering Division.

2. The project coordinator follows up with the title company or clerk after 30 days to verify that the easement has recorded and to ensure that the City receives a copy of any other recorded documents (easement, irrevocable offers of dedication, etc.).

VI. FINAL MAP PROCEDURES

A. FINAL MAP AND PLAN PRE-SUBMITTAL

1. The developer and engineer are highly encouraged to meet with the Project Coordinator, if assigned, or Senior Engineer managing development review during the design process to review the conditions of approval and to discuss design issues prior to the first formal submittal of the project for review.

2. If off-site right-of-way is required for the project, the developer needs to make contact and begin negotiations with the affected property owners The developer requests a sample letter from the Project Coordinator and drafts a letter to be submitted to the Senior Engineer or Project Coordinator, if assigned, prior to being sent to the property owners.

3. It is important for the developer to know the following before filing a final map (submitting a final map and plans to the city for review, approval and recording with the county surveyor):

   a. Filing a final map is a ministerial process that is performed in accordance with the Permit Streamlining Act after a Tentative map is approved by the Planning Division and an Exhibit B-1 or other planning approval is received.

   b. The Developer has one year to apply for filing a final map. A Tentative Map approval may be extended (see Section D for Tentative Map Extension Procedures).

   c. As required in the Subdivision Map Act (Section 66456.2(a)) all plan checks will be completed within sixty 60 working days, except that at least 15 working days shall be provided for processing resubmittal improvement plans and maps. This is approximately 12 weeks (not including the time it takes the Developer's engineer to make revisions between the plan reviews by the city). The City of Livermore Engineering Division has interpreted this to mean that the first plan review by City staff is 5 weeks, the second plan review by City staff is 4 weeks and the third and each subsequent review after the second review is 3 weeks. The goal for City engineering staff review is three plan reviews totaling 12 weeks.

   d. A final map application is completed by preparing design plans, maps, supporting calculations and other required documents (see corresponding final map checklist in section IX). All final maps are reviewed and approved by the Engineering Division. The Engineering Design Manual lists the procedures for preparing design plans and specifications for public projects. All private projects that are considered a subdivision (Lot Line Adjustment, Parcel Map, Tract Map, Parcel Merger, etc.), must be submitted first to the

engineering division for review and approval before final design plans can be submitted to the Building Division for a building permit.

e. The initial submittal of all project documents and estimated fees submitted to the engineering division are received by the Senior Engineer managing plan reviews. The submittal received is given to engineering admin to log in and then have the engineering manager assign to a Project Coordinator.

f. The Project Coordinator is either the assigned engineer or the assigned engineering technician and will be the main point of contact throughout the review process.

g. When the map and/or plans are approved, and permits are received to begin construction, the primary engineering point of contact transfers to the Construction Manager who assigns it to an engineering inspector. The assigned engineering inspector we be the primary point of contact and the Project Coordinator will remain a secondary point of contact and assist the inspectors during the construction process and project close out. The Project Coordinator shall prepare a construction memo that identifies the project cost accounting information along with the developer and contractor contact information for the project. In addition, the Project Coordinator shall provide the construction team with full size and half size drawing sets that are to be provided by the Developer (in the amount requested by the Construction Manager).

h. If the Developer proposes a revision to the approved plan set, the Developer shall submit a written request for revision with appropriate justification for City review. Developer shall not proceed with revisions until the City has provided approval in writing. Upon approval, the Developer shall reflect the changes in the as-built plans.

B. FINAL MAP AND PLAN SUBMITTAL

1. Initial Submittal

   a. Original submittal of up to ten copies and one electronic copy must be complete. (The Project Coordinator/Senior Engineer should be contacted to answer any questions about what constitutes a complete submittal, especially if a project has special features).

   b. The Submittal is made to the supervisor of the Development Section of the Engineering Division then logged in by Engineering Admin staff.

   c. The Project Coordinator is assigned to the project, and a project number is created to allow staff to track their time to the project. The project coordinator provides this billing time code to everyone the submittal is sent to for review.

d. The Developer is required to designate a contact person for the project. The Project Coordinator will process all plans and maps through the designated contact person.

2. Initial submittal & re-submittal review process:

   a. The Project Coordinator will review each submittal first for completeness and then for technical correctness and content. A letter stating completeness will be sent within 5 business days after receipt of each submittal. This letter shall include the date the submittal was received, any critical outstanding work items that must be performed (such as gaining approved PG&E, Cal Water and joint trench plans prior to Final Map Acceptance), the initial or final plan check fee that is due at this time based on the engineering cost estimate (for 1st and last submittal only) and the date when this review is estimated to be complete.

   b. If the submittal is incomplete or is not in general conformance with the conditions of approval, an "Incomplete Submittal" an incomplete letter will be sent to the contact person within 5 business days. The letter will include a complete list of items that need to be addressed in order to constitute a complete submittal. See check list items in Section IX. The City's plan check review time for each review will not start until a complete submittal is accepted by the City.

3. Re-submittals

   All re-submittals shall be made directly to the project coordinator and shall include the following:

   Hard copies as determined by the project coordinator and one electronic copy of revised drawings. (All revisions other than those made in response to City comments shall be brought to the Project Coordinator's attention).

   The previous plan check set (redlined plans along with written City comments) annotated with developers responses to redlines and written comments. If the City's last plan check set is not returned, the submittal will be deemed incomplete until they are received. If they are lost, the City will need to re-check the whole set of plans, and therefore supplemental plan check fees shall be paid. For ease of back-checking, no marks, other than response to City comments, shall be made on the plans. Use of anything to highlight or obliterate City comments shall require supplemental plan check fees to be paid.

   Any other requested documents.

C. FINAL MAP AND PLAN CHECK

1. The Developer must secure all required entitlements prior to submitting a final map and plans for plan review. The project coordinator starts the plan check process when complete submittal is received (as defined by this document and by the conditions of approval).

2. The project coordinator refers submitted items to other departments and other agencies, as appropriate, for comments via a referral memo/letter sent by interoffice mail/mail and email. The referral letter specifies a response date. The final map, the annotated conditions and/or conditions matrix, the improvement plans (including the landscape plans) are always referred to the Planning Division.

3. The improvement plans are always referred to the Fire Department, Traffic Engineer, Water Resources staff in 1) Collections and (2) Water & Recycled Water, Public Works staff in (1) Landscaping and (2) Streets, Construction Manager, Building Department Structural Engineer (if structures are proposed) and any outside agencies involved as appropriate. The project coordinator is responsible for reviewing all submitted documents.

   a. If any consultants are assisting the project coordinator, the project coordinator shall refer the map, closure calculations and all map related documents to the contract Surveyor and all documents to an assisting Consultant Plan Checker.

   b. After the consulting plan checkers complete their review it is the Project Coordinator's responsibility to review their work and consolidate their comments in order to clearly communicate all the review comments to the Developer and respond to any questions they may have. Plans are referred to the Construction Manager on the second and subsequent submittals after the plans are complete. Both the plans and the plan check list are sent with each referral.

   c. All reviewers shall use the Final Map Process Checklists (including check lists for the following: improvements, bond estimate, Joint Trench Plan), the Standard Details, Project Conditions of Approval, Development Agreements and all other relevant agreements and checklists when reviewing the map, plans and additional required documents. The plan check includes a site visit.

4. The project coordinator marks comments in red on the submitted items. Numerical values and other information that are correct on the submitted documents will be highlighted in yellow. Major items may be listed in a typed transmittal letter addressed to the contact person. The project coordinator verifies that he or she has all referral responses and includes those comments

after reviewing them for consistency. The project coordinator returns the red-lined documents with the plan check comment letter to the contact person for revisions.

5. Second and subsequent plan checks follow steps 1 through 4 above until the submitted documents have been approved by all departments, divisions, and agencies.

6. The contact person may ask the project coordinator for a meeting to discuss the plan check. The contact person shall provide a written agenda for the meeting at the time the meeting is requested. This will allow the project coordinator to determine the best time to schedule the meeting.

7. After final corrections from the second/third plan review have been made, and the plans are nearly complete, the project coordinator refers the plans to the Construction Supervisor and the City Engineer for review before the plans are signed.

8. After final corrections from the second/third map review have been made to both the map and improvement plans (100% complete plans with minor corrections needed), the project coordinator sends an email to the Risk Manager/Assistant Risk Manager describing the project and requesting the insurance template form number to use when requesting the Developer to submit insurance certificates in the PINS system and the template to use in the Subdivision Improvement Agreement as Exhibit B.

9. Contact the Engineering Admin staff for the current PINS procedure. The project coordinator refers the map to the section supervisor and the City Engineer for review before the map is ready to be signed. At this time the project coordinator prepares the subdivision improvement agreement and bond forms for City Attorney review to form and receives a pdf copy of the document approved to form with an attorney document date. After the document is approved to form no additional changes can be made. The agreement and the bond forms are ready to be sent to the applicant for signature. If the applicant must make any changes to the agreement or bond forms, the document with proposed revisions must be re-sent to the City Attorney to be approved to form before a pdf of the revised agreement can be signed by the applicant.

10. When the map and plans have been reviewed and approved by the Development Section Supervision/City Engineer and are ready to be signed by the City Engineer, the following actions shall occur:

11. The project coordinator determines the final map check fee and final plan check fee and notifies the contact person that any remaining balance needs to be paid prior to approval of the plans.

12. The project coordinator calculates the inspection fee. The project coordinator then notifies the contact person that either: (1) If a grading permit has been taken out, then the balance of the inspection fee is due prior to either the pre-construction conference for the balance of the improvements, or the approval of the final map (whichever comes first), or (2) The total inspection fee is due with the grading permit (or prior to any inspection if a grading permit is not required).

13. The project coordinator reviews the Final Approval of Tract Map Checklist listing items needed prior to City Council Approval and sends a letter to the contact person with final comments in a cover letter requesting the original signed plans and map and documents needed on the checklist.

14. The contact person submits the original plans and map with all signatures properly executed, one set of prints, any plan check fee balance and the inspection fee balance (if a grading permit has been taken out) and all remaining documents requested of the contact person that remain on the Final Approval of Tract Map Checklist for items required prior to City Council approval.

15. The project coordinator submits the plans and map to the development section supervisor for approval and to the City Engineer for approval and signature.

16. The improvement plans are a public record document after being signed by the City Engineer/Development Section Supervisor.

    a. The contact person provides five sets of full-size prints and five sets of half size prints of the signed improvement plans to the project coordinator. One set of the plans is placed on the stick file and the electronic file placed in the Construction folder of the project file, two hard sets are forwarded to the Construction Section Supervisor, one hard set is forwarded to the City Maintenance Division, and one hard set is forwarded to the Water Manager for projects located in the City water service area.

17. The joint trench plans shall be submitted as a separate set of plans and conform to the approved improvement plans such that there are no conflicts with fire hydrants, streetlights, street trees, sewer laterals, water services, and other utilities. The contact person shall provide the project coordinator with the information necessary to demonstrate this conformance, including signatures on the cover page of the joint trench plans from all utility companies with utilities in the joint trench, prior to issuance of an Encroachment Permit for the joint trench work. This may require preparation of a composite plan (a set of improvement plans on which all joint trench facilities have been plotted to scale and located with the improvement plan stationing) showing the location of all joint trench facilities in relationship to all public improvements (sidewalks, curbs and gutters, driveways, sewer laterals, water services, street lights, street trees, fire hydrants, etc.).

18. A public street light conduit plan (includes wiring design by an Electrical Engineer) shall be included in the improvement plan set and submitted prior to the third plan check submittal.

19. As soon as the signed map is received the Project Coordinator also schedules the map for City Council Approval per Section X, Final Map & City Council Approval Procedures. The Project Coordinator utilizes the Final Approval of Tract Map & City Council Approval Checklist to make sure all items needed prior to the City Council approval, prior to recordation and after recordation are completed during the process. The Project Coordinator should not feel pressured into scheduling an item for City Council approval before it is ready, and all documents needed have been received.

20. The Project Coordinator should make sure all original documents are routed through both the City Attorney's office and the Clerk's office before being sent to the Developer's Title Company for recording. The Project Coordinator should follow-up with the Clerk 30 days after City Council Approval to make sure all documents are returned to the City from the recorder's office and double check that any appropriate bonds or surety have been returned or reduced, and stormwater agreements have been recorded with copies of recorded documents filed electronically.

21. When the construction of the project is complete the Construction Supervisor will send the project coordinator a notification that the project is ready for City Council Acceptance. The project coordinator shall review all elements of the project using the Council Final Acceptance checklist; including but not limited to reviewing the as-built plans and confirming all of the conditions of approval have been met and everything required has been constructed, paid for or has funding secured, and confirming the project is ready for City Council acceptance.

D. GRADING PERMIT REVIEW PRIOR TO MAP APPROVAL PROCEDURES

Grading Permits for rough grading and retaining walls may be issued prior to final map approval only with the City Engineer's approval.

A rough grading permit will be considered for approval prior to Final Map approval if the following procedure is followed:

1. The developer submits grading plans and interim erosion control plans as part of the overall subdivision improvement plans for plan checking to the project coordinator in Engineering.

2. The subdivision plans, including grading plans and erosion control plans, go through two or more plan checks through Engineering (including Planning and Building via Engineering). This review includes sound walls and retaining walls

that might be on private property. The following issues must be completely addressed:

a. Interim erosion and sedimentation control plans must be complete.

b. There are no unresolved issues affecting grading or drainage, such as effects upon off-site drainage or adjacent property owners.

c. All necessary permits and approvals have been obtained from other government agencies such as California Department of Transportation (Caltrans), Alameda County Flood Control and Water Conservation District (Zone 7), Department of Fish and Game, U.S. Army Corps of Engineers, and Alameda County Public Works.

d. All necessary off-site easements or rights of entry to conduct grading have been obtained.

e. Drainage study is complete and approved, with a stamped and signed copy placed in the project file.

f. Projects that propose to rough grade two or more phases simultaneously must have complete improvement plans checked for all phases to be graded as discussed above.

3. The project coordinator calculates the public works inspection fee (grading portion) and the grading permit fee (per City Master Fee Schedule) and informs the developer of the cost for the permit.

   a. The project coordinator requests insurance requirements from the Risk Manager and obtains the Insurance Requirement Template for the project.

   b. The project coordinator sends a PINS request to Engineering admin to have Developer upload insurance certificate into PINS.

   c. Once the grading plans and interim erosion and sedimentation control plans are ready for permit issuance and the insurance is approved in PINS, the project coordinator advises the design engineer to bring in the original grading plans and erosion control plans for review and approval by the City Engineer/Development Section Supervisor.

   d. The City Engineer/Development Section Supervisor signs the original grading and erosion control plans.

e. The project coordinator instructs the developer to submit the following directly to Engineering:

i. Three full size sets and three half size sets of the approved and signed grading and erosion control plans.

ii. Corrective cash grading bond for corrective grading of the site and implementation of erosion control measures based on a City approved estimate (if prior to final map approval). Except in unusual circumstances, this amount is $10,000.

iii. A letter agreement by which the City could use the cash bond for corrective grading has been submitted (see attached sample letter agreement).

iv. Completed grading permit application form.

v. For projects involving channels, FEMA's Conditional Letter of Map Revision has been issued by FEMA.

vi. For projects adjacent to a channel, FEMA's Elevation Certificate has been completed and signed and stamped by a registered California land surveyor.

vii. Copy of Notice of Intent and WID number to verify compliance with the State Regional Water Quality Control Board general permit.

viii. Copy of application fee sent with Notice of Intent.

ix. Statement from developer of the location of the proposed receiver site of soil spoils, soil export, and other building or construction debris, and the proposed haul route (if there is export).

x. The developer submits the above items to the project coordinator in Engineering.

4. The project coordinator sends the insurance certificate to the City Risk Manager for approval and reviews the corrective grading bond for completeness and accuracy.

5. The project coordinator submits two full size and two half size copies of the grading plans to the Construction Section Supervisor and places one set on Engineering's hanging file.

6. Once the project coordinator is satisfied that all documents are in order (including receiving an "O.K." from the City Risk Manager), the project coordinator notifies the developer. The Project Coordinator prepares the grading permit.

7. The Developer pays the inspection, and permit fees and receives the grading permit. The grading permit will include approval to construct retaining walls. The developer shall schedule a pre-construction conference with the Engineering Construction Section Supervisor.

8. Pre-construction conference (developer, contractor, Engineering inspector, and Engineering project coordinator) is held. Developer brings copy of grading permit to pre-construction conference.

9. Developer's contractor begins grading operation under the inspection of the Engineering inspector. The Engineering inspector will also inspect sound walls and retaining walls that are on private property.

10. Developer submits two copies of certifications to the City Engineer that (a) the recommendations of the preliminary soils report have been complied with, and the lot pads have been properly compacted (soils engineer), and (b) that the pad elevations are at the elevations shown on the plans (land surveyor). These certifications are given to the Construction Section Supervisor, who provides a courtesy copy to the Permit Center (Engineering Desk).

11. The Permit Center (Engineering Desk) tracks the receipt of necessary certifications **and verifies that certifications have been received** before signing off on individual plot plans.

12. Individual plot plans showing detailed final grading for each house will be plan checked by Permit Center personnel. Engineering will not sign off on individual plot plans until the two pad certifications (see Item 14 above) for a particular lot or the entire subdivision have been received. The Building Inspector will check the fine grading of each lot for conformance with the individual plot plan.

13. The Engineering inspector notifies the project coordinator when the grading operation and implementation of erosion and sedimentation plan are complete. A final letter from the soils engineer stating that all recommendations in the preliminary soils report have been complied with is submitted by the developer to the project coordinator.

14. The project coordinator returns the corrective grading bond (if any) to the developer and advises the permit center to close the grading permit. (The corrective grading bond can be returned earlier once a subdivision improvement agreement, and bonds have been approved by the City Council).

E. BOND ESTIMATE REVIEW

The bond estimate is used to calculate the bond amounts that the developer submits to the City to secure the performance of the contractor in installing all of the public improvements and some private improvements needed for the safety of the occupants of the tract. A bond estimate is submitted with the first final map submittal. It is also used to calculate the Improvement Plan Check fees that are due with the first submittal. The project coordinator shall review the bond estimate using the Final Map Bond Estimate Check List and the latest costs for public works construction signed by the City Engineer.

The checklist identifies the percentages to include for bond enforcement, inflation, and construction contingencies. Design contingencies may also need to be included in the bond estimate if bonds are required before the plans are 100% complete. The contingency for bond enforcement is added to the bond amount to provide the city enough funds to cover the city's administrative costs to call the bonds and receive the money needed to either complete the construction of the public improvements or return the site to its original condition. Three bonds are required: Faithful Performance (100% of bond amount), Labor and Materials (50% of bond amount) and Maintenance (15% of bond amount). The Faithful Performance and Labor and Materials Bonds are required prior to approval of the Subdivision Agreement. The Maintenance bond is required prior to acceptance of the final map and public improvements. Consult your supervisor for any actions that may be necessary due to any unique circumstances.

F. JOINT TRENCH PLAN REVIEW

Joint trench plans are submitted as a separate set for review with the improvement plans and map. The approved joint trench plan set may only be included as a part of the improvement plans as a reference document. The final approved joint trench plans shall show all dry utilities on them and shall be approved and signed by all utility companies with facilities on the plans. The dry utilities shown on the plans are reviewed by the project coordinator with the improvement plans and map to confirm that none of the dry utilities interfere with any improvements on the improvement plans and are located in the public street or a public utility easement. Dry utilities shall only be installed in public road right-of-way or public utility easements as shown on the Final Map. If in the field the utility cannot fit in the designated public utility easement or road right-of-way then a public utility easement must be recorded for the portion of the utility that did not fit into the designated easement or right-of-way and documented with a Joint Trench Plan and improvement plan revision or as-built plans and with a map revision or separate easement recorded after the map is filed.

G. ELECTRONIC PLAN AND MAP REVIEW

a. Submit an electronic copy of every printed plan and supporting document on a flash drive or link with the hard submittal. Until the city implements an entirely

electronic submittal and review process the city will be using both the electronic copy and hard copy in the review process. The flash drive should be titled with the Project name and Tract number as appropriate. The files on the flash drive or link should be listed in the same order as the hard submittal.

b. The project coordinator shall create a project folder on Share Point when available. All electronic documents are uploaded to the project folder in a subfolder entitled First Plan Check. Project Coordinator provides a link to staff and access by reviewing agencies to the folder.

c. The project coordinator creates a workflow in Accela when referring electronic plans to all reviewing departments and agencies.

d. The project coordinator creates subfolders for all encroachment permits, right-of-way and agreements associated with the project.

e. When the project coordinator completes the plan review, he/she saves any electronic comments and red-lined plans to the electronic file. The project coordinator then consolidates the comments and prepares one letter to the developer with all the comments included in it and emails it to the developer's engineer with a copy to the Senior Development Engineer, developer and owner. The project coordinator then forwards the comment letter to the consultants reviewing the project and the referring departments.

H. FINAL APPROVAL OF TRACT MAP & CITY COUNCIL APPROVAL

Follow the Final approval of Tract Map Checklist to confirm you have completed each of the steps to finalize the map, improvement plans and agreement. Confirm all of the conditions of approval have been met or they will be met through future preparation or construction that is secured in an agreement with bonds or formation of an improvement funding or maintenance funding district. Follow the Electronic Plan and Review procedures above and the Electronic Plan and Review procedures checklist to confirm that you have uploaded and electronically filed all the necessary documents for City Council Approval (See City Council Approval Procedures below) and map and document recording. Follow-up with the City Clerk after the City Council Meeting is held to provide any additional information and confirm timelines for recording. When the recording time has come follow up with the Clerk again to confirm recording and obtain electronic copies of recorded documents for filing in Engineering Shared Files and to provide to IT/GIS to include in the electronic document archival system.

Note: Also reference: "Final Approval of Tract Map & City Council Approval Checklist" section of the Development Plan Check Manual Final Map Checklist.

1. *Before considering putting the Final Map on the City Council Agenda the following must be complete:*

    a. The review of the map, plans and all documents in the Final Map submittal is complete and delivered to the Developer for signature.

    b. The bond estimate is approved by the project coordinator and bond amounts are calculated. Bond forms are filled out and sent to the developer. Bonds are then requested from the Developer (see Bond Estimate checklist).

    c. The map and plans have been signed by the Developer and all remaining items are complete and ready for City Engineer final review, approval and signature (see Final Map checklist).

    d. Credits and reimbursements have been calculated (see fee credit checklist).

    e. The project coordinator has prepared the subdivision improvement agreement (SIA), including any credits, reimbursements and other special requirements. All special requirements shall be written into Section 3 “Special Conditions” of the subdivision improvement agreement.

    f. The project coordinator has prepared all other agreements required for the project; including but not limited to, Stormwater O&M Agreement, Purchase and Sale Agreement, Reimbursement Agreement, etc., preparing and including all applicable exhibits into the agreement.

    g. By or before the third plan check, the project coordinator emails the Risk Manager for appropriate insurance requirements along with a brief description of the project, list of public improvements/special features and performance bond amount for all agreements. (Upon request coordinator sets up a meeting with attorney and Risk Manager ahead of time (during 3rd plan check)). Allow 7 working days to the receive insurance requirements template.

    h. Risk Manager sends the project coordinator the applicable insurance requirements template(s) (Exhibit B). This is Exhibit B to the SIA and all other applicable agreements. The project coordinator includes both the Engineering Considerations (Exhibit A) and the insurance requirements template (Exhibit B) into the SIA. The project coordinator includes Exhibits A-D into the Stormwater O&M agreement. All pages of agreement and exhibits are numbered consecutively.

    i. The project coordinator sends a PINS insurance request to Engineering Admin using the form provided by Engineering Admin with the Developer’s contact information and insurance form number. Engineering Admin sends request for insurance to Developer in the PINS system requesting Developer

to provide insurance by uploading it into the PINS system. Project coordinator shall confirm with Developer that insurance has been uploaded and confirm with Engineering Admin that it is in the PINS system. Confirm with both Engineering Admin and the Risk Manager that the insurance is approved.

j. In preparing the Subdivision Improvement Agreement and bonds, always download the locked template to use (always use the SharePoint link located on the City Attorney's SharePoint folder in case updates to template have been made. Do not use old agreements). Once agreement and bonds are completed, upload them into agreement tracker for attorney review and approval. After it is reviewed by the Attorney's Office, send it to developer for review and signature. Developer shall return one wet signed and notarized agreement and bonds to the project coordinator. Project Coordinator shall upload a copy of the signed and notarized agreement and bonds into agreement tracker for final review and approval.

k. (The following is for a separate staff cheat sheet: If the locked template, send email to administrative support staff at the City Attorney's Office requesting the locked template be unlocked for editing and confirm with attorney that a pre-review will be done via email for the agreement before it is uploaded to agreement tracker. a) Once you receive the unlocked template, modify the document with tracked changes on and proceed to review and revise via email correspondence with the attorney and Risk Manager until it is approved by their team. b) Once approved, upload into agreement tracker and add a note "approved as to form by the attorney's office prior to upload" to remind them that this has already gone through a pre-review process).

l. Financing District (LMD/CFD) is formed or documents to annex, modify, etc. are well on the way to being complete prior to City Council Meeting (see Financing District section for CFD/LMD procedures).

m. Any special Development Agreement Requirements are met.

n. Engineer's Report and Assessment Diagram for Landscape Maintenance District are approved (see Financing District section for CFD/LMD procedures).

2. Two months before the City Council meeting):

a. Project coordinator confirms that the Planning Division has indicated that the project is in conformance with the conditionally approved tentative map.

b. The subdivision improvement agreement with bond forms and all other related original signed and notarized agreements and documents have been received from the developer for recording.

c. The developer requests and the Project Coordinator places the subdivision on the Council Agenda for approval. Remember that the City Council has historically gone dark (no council meetings) during the month of August.

d. The original signed mylar of the map is provided to City Surveyor for signature and then provided to the City Engineer for signature.

e. The City Engineer signs the improvement plans if they haven't been signed already and references the pages of the plans in the Subdivision Improvement Agreement.

f. Final drafts of Engineer's Reports for Formation of a Maintenance District and landowner consent form must have been submitted to the project coordinator. A cash deposit of 30 times the annual maintenance, operation, and administration costs of the district must have been submitted to the City if the public hearing isn't concurrent with final map approval.

g. The project coordinator uploads a memo with recording instructions to the Clerk and a letter to the title company into Agreement Tracker with the Subdivision Improvement Agreement with a note referencing the map, agreements and other documents to be recorded. If any documents are time sensitive items (like a resolution or contract) that are needed immediately following the City Council meeting it is the drafter's responsibility to communicate that in advance of the meeting in the comments section of Peak and via email to the Clerk team before the meeting. Please keep in mind that it generally takes 1 week to finalize agenda items after a meeting. If you need anything prior to that timeframe, it must be communicated prior to the Council Meeting so the clerk team can plan accordingly.

h. Project coordinator writes staff report in PEAK and uploads location map, copy of map and resolution in PEAK. When complete work flow is initiated for review by supervisor. Contracts and amendments must be signed by the outside party when the staff report is submitted. If you don't have the signed contract, please move the item to a future meeting.

i. Project coordinator scans signed original documents including but not limited to a copy of the signed Final Map Mylar and any separate easements and uploads them each separately in Agreement Tracker and saves them in the engineering Sharepoint file.

3. 25 days prior to the Council Meeting:

a. All staff reports, resolutions, ordinances and attachments are approved in PEAK and in the Assistant City Clerk's Que.

4. *6 days prior to the Council Meeting:*

    a. The City Clerk publishes the agenda package.

    b. Project Coordinator prepares a PowerPoint presentation, has it reviewed by their supervisor/division manager/department head and approved by the City Manager then provides it to the City Clerk's office. The PowerPoint is due the Friday before the City Council Meeting.

5. *Day of the Council Meeting (Monday):*

    a. Practice session is held in the afternoon of the City Council Meeting Check with the City Clerk for time and place.

    b. The Council Meeting is normally held on the second and fourth Mondays of the month at 7:00 p.m. at the Council Chambers at S. Livermore Avenue.

    c. Check with the City Clerk's Office for current places, dates and times.

        1. After the City Council has approved the Map:

            a. The project coordinator will deliver the map to City staff members for execution (if not already executed) of their certificates.

            b. The City Clerk will notify the developer's title company to pick up the map for recording.

        2. *After the Map has been Recorded:*

            a. The developer's title company provides an electronic copy of the recorded map to the Engineering Division.

            b. The project coordinator follows up with the title company after 30 days to verify that the map has recorded and to ensure that the City receives a mylar copy of the recorded map, a recorded copy of the subdivision improvement agreement and any other recorded documents (easement, irrevocable offers of dedication, etc.).

I. ESTABLISHING OR AMENDING A FINANCIAL DISTRICT

Please check with the City Attorney's office on each project to make sure that the formation or annexation of a Financial District is the best way to assist the Developer in

financing the Capital Improvement, Fees or the maintenance of their project. Also confirm that you have the latest procedures according to the current laws. Not all projects are eligible for public financing. Please consult your supervisor for the current city policy.

The information provided in Section X describes the procedures and provides checklists for formation and annexation into a Landscape Maintenance District, Community Facilities District and SCIP Communities Facilities District.

Generally, the project coordinator, with the help of consultants, prepares the initiation documents, a Description of Services and works with the City Maintenance Division and Engineering Division to calculate the costs of either the Capital Improvements, Maintenance and or Fees. The project coordinator works with the Attorney's office, their bond counsel and consultants on contract who specialize in Financial District formation, the Finance Division and the City Manager's office. Once the formation documents are prepared and finalized a staff report is prepared and reviewed to obtain City Council Approval on the formation of a new district or annexation into an existing district. After this step formation documents are prepared and a second staff report is prepared and reviewed to obtain City Council Approval to form the district. The process and timelines are different for the different types of districts. All formation documents are recorded with the County Recorder's office and documents should be recorded as soon as possible after the City Council meeting where the final formation of the district was approved and authorized After the Finance District is formed the Finance Division issues bonds, the County Assessor's office levy's taxes or assesses the property and the Maintenance Division maintains the new improvements with the funds from the bond sales/taxes/assessments. An engineer's report, tax or assessment may be required annually.

J. SEGREGATION OF ASSESSMENTS

Assessment Districts are formed to finance public infrastructure. Private land owners enter into a development agreement with the City to dedicate land or construct public improvements for the rights to develop their land with commercial or residential buildings. When the City or another public agency works with the developer to form an assessment district and sell bonds to finance the public infrastructure assessments are placed on the private property to pay back the city for the bonds over time. This is a form of a loan. Assessments are the mechanism for the city or other public agency to pay back the loan. When assessments are on one parcel of land and that land is divided into two or more parcels the assessments need to be divided and places on the new parcels. This is called the segregation of assessments. The engineering coordinator must review the title reports of all projects to see if there are any assessments on the land. If no assessments there is nothing more to do. If there are assessments, the engineering coordinator shall contact the finance division or their consultant to find out the amount of the assessments remaining on the parcel and ask the developer if they want to pay off the remaining balance or prepare the paperwork to segregate the assessments. If they choose to segregate the assessments then the

Engineering Coordinator works with the Consultant to the Finance Division and the Developer's engineer to prepare the necessary paperwork to do this. This typically involves a revised engineering report and assessment map that usually need to be recorded with the County Recorder and submitted to the tax assessor. Contact the County Tax Assessor to confirm deadlines for the annual tax assessment and when the paperwork must be received by the County for the next year.

K. TRANSMITTAL OF TRACT MAP AND PLANS TO CONSTRUCTION

1. After the improvement plans are signed by the City Engineer, the contact person picks up the originals and provides five (5) sets of 24" x 36" prints and five (5) half size sets to the project coordinator.

2. The inspection fees are paid (or the balance of the inspection fees are paid if the grading permit has been issued before the approval of the final map).

3. The grading permit is issued (or has already been issued) by the project coordinator.

4. The project coordinator places one set of the approved plans on the "plan check" stick file.

5. The project coordinator sends five sets of the approved plans (full and half size) to the construction section supervisor via a memo with the developer's name, contact person and phone number only after the inspection fees have been paid.

6. When the project is located within the City of Livermore water service area, one set of plans is forwarded to the Water Manager.

7. After receiving the approved plans, the construction supervisor will set up a pre-construction meeting upon request by the contact person. A copy of the grading permit must be brought to this meeting.

8. The Senior Construction Inspector runs the pre-construction meeting. The project coordinator attends this meeting.

9. During construction, the construction section will contact the project coordinator if plan revisions are required. The project coordinator will then request a revised plan from the contact person. The revised plan must be approved by the Engineer. Revisions must be accompanied by a letter from a registered civil engineer to the project coordinator saying that he or she has reviewed and approved the revisions and stating the reason for the change and at whose request. Revised plans will be reviewed by the project coordinator. For the City, the City Engineer must approve major revisions, while minor revisions may be approved by the development section supervisor.

10. The developer/contractor shall provide TV inspection on their own sanitary sewer and storm drain pipelines after installation according to the TV inspection requirements in **section XII**. Video tapes labeled with the project name, tract /project number, date and CCTV inspector shall be provided to the City inspector.

11. Construction Inspector and Project Coordinator shall release bonds in accordance with the current requirements in the Subdivision Map Act.

12. After construction, the contact person has the Engineer revise the original improvement plans to show as built conditions. A final set of mylars with each sheet marked "record drawing" is submitted to the construction inspector by the contact person.

13. The construction section supervisor will deliver a memo to the development section supervisor stating that the improvements are ready for acceptance. The project coordinator will review the "Subdivision Final Acceptance Checklist" and place the subdivision on the Council pre-agenda if it is ready for acceptance.

L. TRANSMITTAL OF PLANS TO MAINTENANCE AND INFORMATION TECHNOLOGY DIVISIONS

Approved plans are transmitted to Maintenance and the Information Technology sections by the Engineering Coordinator at the same time as they are transmitted to construction. The memo transmitting them identifies the Developer and all City Division staff that have reviewed the project. It also states that the project is under construction and that the Engineering Coordinator will notify maintenance and information technology sections when the project infrastructure is accepted by the City Council and will transmit the electronic copy of the final map and/or as-built plans at that time. One hard copy of the approved map and set of plans is transmitted with the electronic copy to the Maintenance Division. Only the electronic copy of the map and plans are transmitted to the Information Technology Section.

After the project is accepted by City Council the project coordinator notifies maintenance and the information technology sections. One hard copy and electronic copy of the final map and as-built plans are transmitted to Maintenance. Only the electronic copy of the final map and as-built plans are transmitted to the information technology section.

M. INSPECTION AND PLAN CHECK FEE CALCULATIONS

1. Public Works Inspection Fees are based on the total approved construction bond estimate for the project. The following items are included within this construction bond estimate:

a. Public Works Improvements;
b. Private improvements required of the subdivision such as private streets, storm drains, sewers, grading, etc.
c. Cal Water improvements;
d. Joint trench improvements;
e. Retaining walls and sound walls (in public easements);
f. Landscaping in public easements;
g. Grading and erosion control;
h. Construction contingency.

The construction bond estimate is based on a City approved preliminary cost estimate for publicly bid public works projects, not the developer's bid prices for the project.

2. Plan Check Fees are based on the total approved bond estimate, as listed above, less the following items:

a. Cal Water Service Company water main improvements;
b. 75% of the cost of the joint trench improvements;
c. The contingency overhead on these items ("a" and "b").

Note: For purposes of calculating inspection fees and plan check fees, the following items are **not** included in calculating the fee base:

a. Bond enforcement costs;
b. Inflation factor;
c. Construction engineering;
d. Utility undergrounding.

N. SUBDIVISION FINAL ACCEPTANCE BY CITY COUNCIL

1. The City inspector prepares a final punch list, emails a copy of it to the Project Coordinator and walks the project with the contractor.

2. When the contractor has completed the items on the final punch list the City Inspector sends a memo to the Project Coordinator to schedule the project for City Council Acceptance.

3. Inspector and Project Coordinator utilize the Subdivision Final Acceptance Checklist to verify all the remaining items have been completed.

4. Project Coordinator prepares a staff report for final tract acceptance and release of sureties.

5. For all documents that need recording, the project coordinator uploads a memo with recording instructions to the Clerk and a letter to the title company into Agreement Tracker with a note referencing the documents to be recorded. If any documents are time sensitive items (like a resolution or contract) that are needed immediately following the City Council meeting it is the drafter's responsibility to communicate that in advance of the meeting in the comments section of Peak and via email to the Clerk team before the meeting. Please keep in mind that it generally takes 1 week to finalize agenda items after a meeting. If you need anything prior to that timeframe, it must be communicated prior to the Council Meeting so the clerk team can plan accordingly.

6. Project coordinator writes staff report in PEAK and uploads location map, copy of map and resolution in PEAK. When complete work flow is initiated for review by supervisor. Contracts and amendments must be signed by the outside party when the staff report is submitted. If you don't have the signed contract, please move the item to a future meeting.

7. Project coordinator scans signed original documents including but not limited to a copy of the signed Final Map Mylar and any separate easements and uploads them each separately in Agreement Tracker and saves them in the engineering Sharepoint file.

Two meetings ahead of the scheduled Council Meeting:

a. All staff reports, resolutions, ordinances and attachments are approved in PEAK and in the Assistant City Clerk's Que.

7 days prior to the Council Meeting:

a. The City Clerk publishes the agenda package.

Day of the Council Meeting (Monday):

a. The Council Meeting is normally held on the second and fourth Mondays of the month at 7:00 p.m. at the Council Chambers at S. Livermore Avenue.
b. Check with the City Clerk's Office for current places, dates and times.

After the City Council has accepted the public improvements and easements

a. The City Clerk will notify the title company to pick up any easements for recording.

After the easement has been Recorded:

a. The developer's title company provides an electronic copy of the recorded easement to the Engineering Division.
b. The project coordinator follows up with the title company after 30 days to verify that the easement has recorded and to ensure that the City receives a recorded copy of the easement, and any other recorded documents (easement, irrevocable offers of dedication, etc.). This information to be provided to the City Clerk's Office.

O. LIVERMORE RECREATION AND PARKS DEPARTMENT (LARPD) DEVELOPMENT PROJECT PROCESSING PROCEDURES

The following is a list of tasks to process LARPD Facilities after the LARPD Facilities are entitled as part of a Livermore Development Project.

1. Conceptual Plans are approved by the LARPD Board

This is a three step task that entails discussion and approval from three bodies:

a. City/LARPD Staff to Staff. City Staff to schedule for approval.
b. LARPD Facilities Committee. City Staff to schedule for approval.
c. LARPD Board. City Staff to write staff report for LARPD Board approval.

2. Developer hires Landscape Designer and begins preparing improvement plans per LARPD Standards.

3. Developer submits LARPD plans to City Engineering with the first plan check submittal of the Development Improvement Plans for review by both LARPD and Engineering Staff. A complete set of LARPD plans includes the following:

a. Civil plans for trail and/or park construction with a complete set of landscape and irrigation plans
b. Bond estimate for the LARPD improvements separate from the bond estimate for the City improvements
c. All draft legal descriptions and plats for both on-site and off-site dedications to LARPD

If submittal is complete City Engineering is required by the Subdivision Map Act to return plan checks (including LARPD staff comments) according to the following timeline:

a. First Check - 25 working days (5 weeks)
b. Second Check - 20 working days (4 weeks)
c. Third check - 15 working days (3 weeks)
d. Subsequent checks - 10 working days (2 weeks)

4. After all comments have been addressed and all design issues have been resolved the LARPD plans must go to the following bodies for approval before the General Manager can sign the final LARPD improvement plans:

    a. City/LARPD Staff to Staff. City Staff to schedule for approval.
    b. LARPD Facilities Committee, City staff to schedule for approval
    c. LARPD Board (See # 5 for specific procedures for final Board Approval)

    The Development Engineer is responsible for the addition of the project to the agendas of these bodies. This task must be completed before the Final Map and Improvement Plans are approved by the City (approximately 1 month before target Council Date).

5. To obtain final LARPD Board approval of the improvement plans and all agreements the following tasks must be completed:

    a. Final bond estimate must be approved by the Development Engineer.
    b. Final dedication documents must be approved by the Development Engineer.
    c. Development Engineer prepares final LARPD Improvement Agreement and final Easement Agreement (if any). These documents are then provided to the developer approximately 1 month before the target board date that has been set by the LARPD Facilities Committee.
    d. The developer must provide the signed and notarized LARPD Improvement Agreement and Easement Agreement (if any) together with bonds and insurance for LARPD and $50,000 inspection deposit to the Development Engineer approximately 2-1/2 weeks before the target board date that has been set by the LARPD Facilities Committee.
    e. The Development Engineer provides the final Improvement Agreement and the final Easement Agreement (if any) with all exhibits, bonds and insurance to LARPD's attorney for review at least two weeks before the target Board date. The Development Engineer also submits the inspection deposit to LARPD staff.

6. After LARPD Board approval of the improvement plans and all agreements, the General Manager signs the plans and agreements and LARPD staff arrange for the recordation of the documents and send recorded copies to the City and developer. The final signed plans are then sent to the Development Engineer.

7. The Development Engineer schedules the entire project for Council approval.

8. After City Council approval the Development Engineer provides a final set of signed plans to the developer for duplication.

9. The developer provides 4 sets of the improvement plans to the Development Engineer for distribution to LARPD and City Inspector.

10. City Inspector schedules a preconstruction meeting and invites LARPD staff to attend. Inspection protocols will be discussed at the preconstruction meeting.

11. After construction of LARPD facilities is completed, LARPD staff schedules the project for LARPD acceptance.

12. After the acceptance of improvements by LARPD Board, LARPD staff release bonds accordingly and begin to maintain the improvements.

P. PROPERTY ACQUISITION FOR DEVELOPMENT PROJECTS

Before receiving or acquiring property for the City of Livermore be sure to assess whether there is any reason the City would not want to possess the property. Reasons why the city would want or not want to own property includes the following:

a. Property contains a creek on it that is subject to flooding
b. Property is a brownfields site and requires environmental clean-up
c. Property is environmentally sensitive
d. Property has naturally occurring oil
e. Property has an earthquake fault
f. Property is subject to landslides or fires
g. Property has no access from a public roadway
h. Consult with the City Attorney's office to see if there are any other legal reasons not to acquire the property. Also confirm with your supervisor, the city engineer and upper management. If needed, write a staff report and provide supporting documentation to receive City Council Approval to negotiate with the owner.
i. If the city agrees to pursue acquisition, enter into a contract with a company that provides appraisals by a licensed appraiser and have an appraisal of the property completed.
j. Negotiate with the property owner. If negotiations reach an impasse and the property is essential for a public purpose the city may consider proceeding with a condemnation process. Consult with the City Attorney to confirm the current process to do this.
k. If the property owner agrees to sell the property, contract with a Title Company to facilitate the sale and provide title insurance. Draft a purchase and sale agreement using the boiler plate template from the City Attorney's office. Contract with a Land Surveyor to prepare exhibits, plats and legal descriptions describing the property.
l. If ever unsure about the process to use consult with the Senior Engineer managing final map review, the Assistant City Engineer, City Engineer and City Attorney's office to determine the appropriate process for acquiring and receiving dedicated property and if any agreements accompanying the property transfer documents are needed.

VII. ENTITLEMENT CHECKLISTS

A. ADVANCED TEAM MEETING

___ Provide excerpts of GIS or improvement plan sheets showing existing utilities in the vicinity of the proposed development.

___ Provide any project specific information as to undergrounding of utilities or new utilities or utility upgrades needed at the proposed site.

___ Provide information on fees and any fee credits applicable to the development at the proposed site.

___ Evaluate project as you would during entitlement to determine what conditions of approval may be needed to build the project at the location proposed.

B. TENTATIVE MAP AND ENTITLEMENT SUBMITTAL AND REVIEW

____ Gather all information received (refer to form and content of a Tentative Map in Development Code Section 10) and submitted from Acela: soil & geotechnical report, environmental studies, tree surveys, stormwater check list and calculations, etc.

___ Confirm submittal is complete and enough information is provided to write conditions.

___ Review site existing utilities and utility master plan needs for utility upgrades.

___ Review demolition plans to determine what is being demolished to identify possible fee credits that can be granted for the site; including but not limited to existing buildings, impervious surfaces and utility connections.

___ Review Active Transportation Plan to determine if any multi-modal ways are required such as pedestrian path ways, bike lanes, trails, improvements and or easements, etc. are required.

___ Review Traffic Impact Fee Study to determine the road improvements needed in and around the project area.

___ Consult with the Traffic Engineer to determine if any signal, road, sidewalk or regional transportation improvements are needed.

___ Consult with Planner to determine which Specific Plans or neighborhood plan if any apply to this project and determine if there are any special requirements required for the project area.

___ Determine if there is an existing Development Agreement or a need for a new Development Agreement, Easement Agreement or other agreement.

___ If the developer chooses to commission and install art to meet the art requirement, find out where the art will be installed and how it affects the improvement plans. To do this coordinate with the Project Planner. The Project Planner will receive or forward the developer's application to the appropriate person to approve the selection, location, installation and maintenance of the art and enter into agreement with Developer to secure long term maintenance.

___ Review stormwater checklist, BMP's proposed and BAHM Calculations.

___ Review title report to determine if there are any existing assessments and if there is a need for segregation of assessments.

___ Review the site to determine if the site has access to an existing public roadway. If not, access must be created to allow the site to develop.

___ Review the floodplain maps to determine if the site is in a floodplain, earthquake zone or other hazard zone.

___ If the site is in a hazard zone (earthquake fault, flood zone, landslide area, creek or mudslide or erosion prone area), these hazards must be avoided, mitigated for and shown on the map. If the site is in a FEMA AE flood zone consult the City Floodplain Manager to determine if a letter of map change is needed. If it is acceptable for the site to remain in a FEMA AE flood zone the outline of the flood zone must be shown on the map.

___ Determine if the site is adjacent to a Special Flood Hazard Area. If it is, a FEMA elevation certificate is required for all new and existing buildings after construction of each building is complete. A draft elevation certificate shall be submitted during the design process to confirm the grades achieve what is intended for removal from the floodplain or floodproofing allowed only for commercial development.

___ Determine if any vacations, summary vacations, off-site improvements, irrevocable offers of dedication, lot line adjustments, phasing or annexation are needed.

___ Tentative Map provided. Use Development Code Section 10 to confirm map form and contents are complete.

___ Visit site.

___ Determine if land needs to be dedicated to the City for open space, creek use, road, trail or sidewalk use or if easements are needed.

___ Gather comments and conditions from Engineering Division Traffic Section and write one set of Engineering Considerations.

___ Prepare Engineering Considerations (Conditions).

___ Inform developer of lead time needed for PG&E and other dry utility companies and lead time needed for purchase of City water meters.

___ Check with Planner to see which Planning Commission Meeting the project is scheduled for and the deadline to submit Engineering Considerations.

C. PROJECT REVIEW

___ Gather all information received and submitted from Acela: stormwater checklist, soil & geotechnical report, tree surveys, stormwater check list and calculations, etc.

___ Review form and contents as described and listed in the City's Development Code for the entitlement type.

___ Review site existing utilities and utility master plan needs for site utility upgrades if needed.

___ Confirm submittal is complete and enough information is provided to write conditions.

___ Review site existing utilities and utility master plan needs for site utility upgrades if needed.

___ Review fee credits that can be granted for site; including existing building impervious surfaces and utility connection to remain or to be demolished.

___ Review stormwater checklist, BMP's proposed and BAHM Calculations if needed.

___ Review title report to determine if there is a need for segregation of assessments.

___ Determine if site has access to a public roadway. If not, a roadway access must be provided.

___ Review City and regional master plans to determine if any public facilities are planned and funded. If so condition them in the Engineering considerations.

___ If there is a facility to be required or agreed upon with no connection between what impact they have and what is required (no nexus) work with the planner to consider a development agreement or other mechanism to document the negotiation. The planner takes the lead in consulting with the Planning Manager, City Manager, Attorney's and other departments to determine how the public facility can be funded and built (ATP, specific plans, neighborhood plans, etc.).

___ Review site location to determine if any vacations, summary vacation, off-site improvements, irrevocable offers of dedication, lot line adjustments, annexation, maps or anything else is needed.

___ If the site is in a hazard zone (earthquake fault, flood zone, landslide area, creek or mudslide or erosion prone area) these hazards must be avoided, mitigated for and shown on the map. If the site is in a FEMA AE flood zone consult the City Floodplain Manager to determine if a letter of map change is needed. If it is acceptable for the site to remain in a FEMA AE flood zone the outline of the flood zone must be shown on the map.

___ Determine if the site is next to a creek. If it is, an elevation certificate is required for all new and existing buildings after construction of the new development is complete.

___ Visit site.

___ Determine if there is a Development Agreement or a need for a Development Agreement, Easement Agreement or other agreement.

___ Determine if land dedications or easements are needed.

___ Gather comments and conditions from Engineering Division Traffic Section and write one set of Engineering Considerations.

___ Reference any Development Agreements or other agreements as appropriate.

___ Prepare Engineering Considerations (Conditions).

___ Inform developer of lead time needed for PG&E and other utility companies.

___ Prepare development impact fee estimate if requested.

___ Review area, existing improvements and development impacts, land and/or public facilities needed.

D. PARCEL MAP WAIVER CHECKLIST

Project coordinator determines if a development qualifies for the parcel map waiver process. (This is determined before the design process).

___ If Project is submitted under SB9 (please see Section III).

___ Consult Development Code Section 10.03.020 for Parcel Map Waivers requirements.

___ Public improvements are in and meet current City Standards (streets, sewer, water, storm, utilities, overhead utilities placed underground, etc.) or

___ The city has approved the design and constructed or secured the construction through an improvement agreement ahead of processing the map.

___ The site is not in a hazard zone. If the site is in a hazard zone (earthquake fault, flood zone, landslide area, creek or mudslide or erosion prone area these hazards must be avoided, mitigated for and shown on the map. If the site is in a FEMA AE flood zone the outline of the flood zone must be shown on the map.

Verify the project meets the parcel map waiver requirements.

___ Qualifies for the parcel map waiver process (Meets requirements in Section D above).

___ Public improvements are in and meet current City Standards (streets, sewer, water, storm, utilities, overhead utilities placed underground, etc).

___ If parcel is in an assessment district, project coordinator calls to determine amount of assessment still owned. Project coordinator informs owner of amount and asks if they want to pay assessment balance. If so, they must pay if off before map files. If not, they must prepare segregation of assessment documents to divide the assessment between the new parcels prior to filing of final map.

___ Request a site plan to show where existing private and public improvements are with respect to proposed improvements.

___ Inspect sidewalk to verify compliance with current standards. If repairs or upgrades are needed coordinate with developer as to when repairs will be made. Request construction inspector to inspect sidewalk and mark repairs needed prior to time repair work is done. Map cannot be filed until improvements are completed and accepted by the City.

Also check for and do the following:

___ Review the title report to determine if parcel is in an assessment district. If it is project coordinator calls to determine amount of assessment still owned. Project coordinator informs owner of amount and asks if they want to pay assessment balance. If so, they must pay if off before map files. If not, they must prepare segregation of assessment documents to divide the assessment between the new.

___ Hazardous materials form.

___ If the map does not qualify for a Parcel Map Waiver, follow the tentative map entitlement process.

E. CONDOMINIUM CHECKLIST

Condominium maps are one lot subdivisions typically processed with the parcel map waiver process. The one lot subdivision establishes the parcel/lot boundaries. Condominium maps must also be submitted to the Department of Real Estate (See information regarding Department of Real Estate requirements).

___ Use Tentative Map or Parcel map waiver checklist.

In addition, please provide the following:

___ Show/define the common area within the parcel boundaries.

___ Provide CC&R's that show maintenance responsibilities for the common area and/or any needed stormwater treatment.

___ The building outline and setbacks are shown and comply with local ordinances.

(Please show the building footprint in dashes and show at least two ties to the property line. The City Engineer and staff need this information to verify compliance with the building codes. Please note that while the individual condominium units need not be shown, the City Engineer may request them for city information or compliance purposes).

___ If the site is in a hazard zone (earthquake fault, flood zone, landslide area, creek or mudslide or erosion prone area these hazards must be avoided, mitigated for and shown on the map. If the site is in a FEMA AE flood zone the outline of the flood zone must be shown on the map.

___ Show private utility easements on a separate information sheet so future city reviewers and property owners are clear where all utility easements are located.

___ Show the parking spaces and the driveways to ensure the required parking spaces are adequate per ordinance.

___ Show the maximum number of condominium units that were approved. The number of units approved may not be exceeded, a lesser number of units is acceptable.

F. LOT LINE ADJUSTMENTS

___ Site plan provided showing proposed and existing property lines, setbacks, improvements, and structures (including fences and driveways).

___ If the site is in a hazard zone (earthquake fault, flood zone, landslide area, creek or mudslide or erosion prone area) these hazards must be avoided, mitigated for, shown on the plats and described in the legal descriptions. If the

site is in a FEMA AE flood zone the outline of the flood zone must be shown on the plat and described in the legal description.

___ Preliminary title report (less than 6 months old) for each parcel (to ensure bond to accompany legal description. The transfer parcel(s) shall not exceed 5% of either parcel and shall not put either parcel in violation of the building code or set back ownership) submitted.

___ Easements of record shown**.**

___ Necessary segregation of assessment documents received and approved by the bond counsel's office prior to approval.

___ Legal descriptions of all proposed lots (including metes and bounds) with plat to accompany legal description.

___ Plot plan for Lot Line Adjustment includes:

a. New lot lines labeled
b. Lot lines to be deleted are labeled and are shown as dashed
c. Assessor's parcel numbers of existing lots
d. Subdivisions and lot numbers of existing lots
e. Distances and bearings
f. New lot numbers

___ Grant Deeds for the Transfer parcel(s).

___ Grant Deeds with Exhibit B (plot map) attached for all adjusted parcels.

___ A letter from the lender or trustee authorizing the LLA and a Deed of Reconveyance if required. (If there is a "Deed of Trust").

G. PARCEL MERGERS

___ Project Coordinator confirms with the development code Parcel Merger section and Subdivision Map Act that the project qualifies for the Parcel Merger Process.

___ Owner Submits the following:

a. Planning Application requesting parcel merger,
b. 8-1/2"x11" plat of resulting parcel and resulting legal description
c. Grant Deeds for existing property
d. Title Report for existing property

___ Engineering Coordinator checks submittal for technical accuracy and finalizes grant deed cover, plats and legals.

___ Coordinator prepares the notice of Parcel Merger form for the City Engineer to sign along with plat and legals to record with the grant deed.

___ Site plan provided showing proposed and existing property lines, setbacks, improvements, and structures (including fences and driveways).

___ If the site is in a hazard zone (earthquake fault, flood zone, landslide area, creek or mudslide or erosion prone area these hazards must be avoided, mitigated for, shown on the plats and described in the legal descriptions. If the site is in a FEMA AE flood zone the outline of the flood zone must be shown on the plat and described in the legal description.

___ Preliminary title report (less than 6 months old) for each parcel (to ensure ownership) submitted.

___ Easements of record shown.

___ Necessary segregation of assessment documents received and approved by the bond counsel's office prior to approval.

___ Closure calculations for all proposed lots submitted.

___ Legal description of portion being transferred (including metes and bounds) with plat to accompany legal description. The transfer parcel(s) shall not exceed 5% of either parcel and shall not put either parcel in violation of the building code or set back.

___ Legal descriptions of all proposed lots (including metes and bounds) with plat to accompany legal description.

___ Plot plan for Notice of Parcel Merger includes:

a. New lot lines labeled
b. Lot lines to be deleted are labeled and are shown as dashed
c. Assessor's parcel numbers of existing lots
d. Subdivisions and lot numbers of existing lots
e. Distances and bearings
f. New lot number

___ Grant Deeds for the merged parcel.

___ Grant Deed with Exhibit B (plot map) attached for merged parcel.

H. VACATION OF LAND AND EASEMENTS CHECKLIST

___ Determine that Public land and or easements to be vacated are no longer needed by the City or anyone else (utility companies, etc.).

___ Hire surveyor to prepare plat and legal descriptions or request applicant to provide application package including plat and legal descriptions, title report, deed and map references. Original conveyance documents shall be submitted to the city for existing public land, easements and/or public right-of-way to be vacated including:

"Offers of Dedication", "Grant Deeds" or "Grant of Easements"

___ Review Title report for ownership (Title Report within the last 60 days).

___ Plat, description, and deed sheet submitted.

___ Plat and description agree with submitted closures.

___ Scale, north arrow, and title for plat.

___ Deed and map references in descriptions checked against records.

___ Assessor's parcel number shown correctly on deed cover sheet.

___ Right-of-way vacation control map submitted for three or more off-site deeds (including temporary construction easements) to be vacated.

___ If underlying fee owner is the City, Project coordinator prepares deed transferring property to private or other ownership after vacation.

___ Project coordinator determines if there are any utilities or anyone else relying on the public right of way for their easement. If so, project coordinator to work with utility companies to prepare easement documents for easement conveyance prior to vacation.

___ If a full vacation is needed, do the following:

- ___ Schedule item for a public hearing on the City Council Master Calendar at least two meetings ahead of scheduled meeting.
- ___ Create a notice of the hearing with a map and description of the proposed Vacation**.**
- ___ Post public notice at the site and at typical public notice bulletin boards.

___ If a summary vacation process can be used, do the following:

___ Schedule item for City Council Agenda on the Consent Calendar at least 60 working days in advance of the meeting.

___ For both a full vacation and summary vacation do the following:

___ Project coordinator prepares staff report and resolution for City Council meeting and submits both documents to the City Attorney's office for pre-review.

___ Project coordinator prepares a memo to the Clerk with recording instructions and a letter (for City Clerk to sign) to applicant's title company with recording instructions or, if city owned property and no conveyance will occur, project coordinator provides a charge number to the Clerk to pay for the courier to take documents to be recorded.

___ Project coordinator initials and notes file in lower right corner of original document.

I. OFF-SITE EASEMENT AND RIGHT-OF-WAY SUBMITTAL LIST

___ The first plan check submittal shall include two copies of a plat or sketch drawn to scale clearly showing the location and rough dimensions of all the required off-site right-of-way and easements corresponding to the submitted improvement plans. The plat shall clearly indicate the following:

- ___ a. Name of the property owner(s)
- ___ b. Existing property line and easement lines
- ___ c. Proposed right-of-way or easement lines
- ___ d. Approximate area in square feet of the required dedication

___ If there are three or more offsite dedications required for a project, two copies of a Right-of-Way Acquisition map shall accompany each submittal. This map shall clearly indicate the location of all of the dedications (each of which is labeled with an index number) for the project with true dimensions and bearings.

A summary table shall be included on the map with the following information:

Index #	APN	Type of Dedication	Grantor	Grantee	Parcel size

___ The second plan check submittal shall include two copies of the following items for each dedication:

- ___ a. Deed Cover Sheet
- ___ b. Plat
- ___ c. Legal Description

___ d. Closure Calculations
___ e. Preliminary Title Report

___ This information shall be submitted in a folder or binder with all of the information for each parcel together and clearly referenced to the index map (if necessary).

___ If there are significant comments from the second plan check on the plats, legal description, or improvement plans, the submittal information required by number 2 above will be required again until complete. Upon direction by the City plan check engineer, the subsequent plan check submittal shall include each of the fully executed and notarized original documents suitable for recording and one copy of each executed document.

J. PROPERTY ACQUISITION

___ Assess site to identify both the reasons why the site is needed by the city and any reasons why the city may not want to purchase the land; including, but not limited to the following: subject to flooding, erosion, landslides, earthquakes, fires, environmental sensitivity, brownfields site, etc.

___ Confirm with City Manager and City Attorney's office there are no political nor any legal constraints.

___ Confirm the city wants to receive or acquire property.

___ Confirm property owner wants to convey property.

___ Work with supervisor, city engineer and city attorney's office to determine the method of conveyance and what paperwork is required.

___ Hire consultants and work with consultants the city has on contract to prepare the required documents.

___ Follow established procedures for reviewing and gaining approval of maps and other conveyance documents, recording and filing them.

___ Obtain approval to contact landowner and begin negotiations. Contact supervisor to start the approval process. City Council approval may be needed.

___ Contact property owner and begin negotiations. Obtain right of entry, if needed, for appraisal, soil testing/investigation.

___ Contract with Land Appraiser to have an appraisal prepared.

___ Contract with a Title Company to facilitate land purchase and sale and obtain title Insurance, prepare Deed and Title Report.

___ Contract with a Land Surveyor to survey property, if needed, and prepare plat and legal description of the property.

___ Prepare property Acquisition Agreement using latest City Attorney template. Request Insurance requirements. Upload agreement into Agreement Tracker for city attorney review and approval.

___ Prepare staff report, resolution and supporting exhibits and upload these and agreement into PEAK for review prior to City Council Meeting.

K. DEED, EASEMENT AND IRREVOCABLE OFFER OF DEDICATIONS

All public easement and public right-of-way dedications offered by private owners will be "Offers of Dedication", rather than "Grant Deeds" or "Grant of Easements" unless otherwise conditioned or required by outside agencies.

The following shall be submitted to the City for review and approval:

___ Title report reviewed for ownership.

___ Plat, legal description, and deed printed on 8-1/2” x 11” sheet in black & white format.

___ Plat map, legal description, and closures (both parcel and monument tie closures as applicable) Note: closures are a reference to check technical correctness of Plat map and legal description. They do not get recorded.

___ Plat map and legal description agrees with closures.

___ Scale, north arrow, and title shown on plat.

___ Deed and maps referenced in descriptions. Check plat and legal description against these records.

___ Assessor's parcel number (APN) shown correctly on deed cover sheet along with correct owner information (matching title report) and correct exemptions and tax codes (see latest reference from the Alameda County Recorder’s Office). APN to be added to bottom of legal description.

___ Deed and map references shown for adjacent parcels on plat map.

___ Project coordinator prepares a memo to the Clerk and a letter (for City Clerk to sign) to applicant’s title company with recording instructions.

___ Project coordinator uploads all documents in Agreement Tracker.

___ Project coordinator gives the memo to the Clerk with all original signed documents to Engineering Admin staff to log and route to the clerk via the Agreement Tracker .

___ Project coordinator confirms documents are recorded and sends an electronic copy of the recorded document to IT/GIS specialist to have information incorporated into the City's GIS system.

L. TEMPORARY CONSTRUCTION EASEMENTS, RIGHT OF ENTRY OR LEASE AGREEMENTS

___ Right of Entry or Temporary Construction Easement (use form approved by Attorney's office) with a termination date provided for all off-site construction work.

M. RECORDING DOCUMENTS

N. ANNEXATION OF LAND

Note: See Planning Division for latest application submittal information.

___ Applicant Submits Application for annexation and the following (follow the Alameda County LAFCO Application submittal requirements):

___ Annexation Map depicting land to be annexed. This map shall be reviewed and approved by Engineering Project Coordinator prior to being sent to LAFCO.

___ Site plan showing existing and proposed improvements.

___ Planning Application.

When application is referred to Engineering from the Planning Division be sure to check the following:

___ The title of the annexation map to make sure it follows the same naming convention as the other annexation maps adjacent to it or in the vicinity.

___ The annexation number (North Livermore Avenue Annexation No. 1) was not previously used.

___ Surrounding Annexation map references (North Livermore Avenue Annexation No.1) are shown as applicable.

O. CONDITIONAL USE PERMITS (CUP)

Use the entitlement checklist for all conditional use permits paying careful attention to building use and hours of use and their fee consequences. Inform the applicant of

future fee consequences so adjustments can be made during the entitlement process.

P. SITE PLAN APPROVALS (SPA)

Use the entitlement checklist for all site plan approvals paying careful attention to building use and hours of use and their fee consequences. Inform the applicant of future fee consequences so adjustments can be made during the entitlement process.

Q. AFFORDABLE HOUSING PROJECTS

See Housing Division for latest application submittal information. When planning application related to affordable housing development is referred to Engineering from the Planning Division be sure to check the following:

___ Review application as for any entitlement per checklist above.

___ Review housing conditions that are a part of the tentative map approval and conditions that are in an Affordable Housing Agreement.

___ Coordinate with the Housing Division and carefully review the site for existing conditions (incl. easements, property lines, structures, drainage, stormwater treatment and low impact development devices, stormwater agreements, assessments, etc.).

___ Review conditions of approval to see if an affordable housing agreement is required.

___ If required, obtain a copy of the recorded housing agreement prior to approving a final map and/or improvement plans for the housing project.

___ Review housing agreement to confirm fee payment requirements and/or exemptions.

R. ART PROPOSAL AND INSTALLATION

___ Review the art locations to confirm they do not impact drainage and have access to electricity, if lighting or power is needed.

___ An art location map is submitted if more than three locations are identified for the artwork.

___ Prior to approving grading plans and scheduling map for City Council approval, confirm application has been submitted and agreements are drafted and able to be completed prior to the issuance of the first building permit.

S. TELECOMMUNICATIONS

___ Determine who owns the property the telecommunication facility is on.

___ If on City property, project coordinator shall inform economic development to confirm that proposal is acceptable to the City. If acceptable, coordinate with Economic Development in processing application, lease/license agreements.

___ If on private property, the owner must sign off on application to confirm permission is granted.

For all telecommunications projects check for the following during entitlement review to ensure plans or documents are submitted with the following information:

___ Access – easements may be required.

___ Generators – containment to avoid stormwater contamination may be required.

___ Source of power and communication from public utility in public right-of-way required for project.

___ Frontage improvements in the public right-of-way required for proposed access and utility improvements. If no curb, gutter and sidewalk exist then these also may be required.

___ Zone 7 Impervious Surface worksheet and stormwater treatment checklist.

___ Lease agreement is entered into prior to building permit approval (for projects on City and/or Airport Property).

___ Determine if the utility is in or near a hazard zone (flood zone, fault line, etc.).

___ Prior to issuance of a permit the agreement addresses stormwater inspection, reporting.

___ Enter into a stormwater O&M agreement (report to Economic Development, Airport manager so they can put it into lease agreement).

VIII. BUILDING PERMIT CHECKLISTS

A. RESIDENTIAL SITE PLAN (See plot plan checklist for housing tracts and commercial checklist for apartments)

This checklist is for site plans for existing and new residential lots submitted as new lots after a map has been filed.

(*Submittal documents and items essential to complete plan check)

___ *Engineering Considerations, if any, incorporated into design and a copy included with building application submittal. (Project Coordinator for an assigned subdivision usually plan checks plot plans for the assigned subdivision).

___ *Stormwater Quality Checklist filled out, signed and submitted with Building Permit Submittal. Required for all projects adding or replacing 2,500 square feet or more of impervious surface.

___ *"Clean Water Site Measures Declaration" filled out, signed and submitted with Building Permit Submittal required for single family residential lot projects replacing under 2,500 square feet.

___ *Plan sheet, full size 24" x 36" or 81/2" x 11" for plot plans included showing existing City utilities across or along parcel. City easements are shown with no trees or structures shown within them. Utility base maps are available from the Engineering Division.

___ *Plans shall show the property lines with dimensions and public and private easements with dimensions.

___ *If the home or multi-family unit is an affordable housing unit, each affordable unit shall be noted on the plan.

___ *Plans incorporate all existing utilities and surface improvements for existing frontage improvements for conformance and potential conflicts. Drawings are available from the Engineering Division.

___ *If site includes new public street improvements or new public utility mains, use Development Plan Check and Procedures Manual checklists for new improvement requirements. Checklists are annotated and submitted with building permit submittal.

___ City utility information on Geographical Information System(GIS) checked for existing City utilities across or along parcel. No trees or structures within City easements. Utility information is available from the Engineering Division.

___ *North arrow and scale (noted and graphical) shown on drawing.

___ *Name, address, and telephone number of designer preparing plan shown.

___ *Tie-in to public water, sewer, and storm drain shown on plan.

___ *Existing utility structures shown (such as P.G. & E. vaults).

___ *Grading plan provided showing top of curb elevations, pad elevations, high point elevations, low point elevations, and storm drain system with grate elevations and pipe invert elevations.

___ *If stormwater treatment devices are included in the design they shall be designed to meet the latest stormwater C3 requirements and be shown on a stormwater quality control plan sheet with font greater than 1/8inch. The minimum size of Bio-retention swales shall be 0.04 sf per 1s.f. of impervious surface draining into the swale. If new or replaced impervious surface is over 2,500 sf stormwater calculations are required (shown on plan or submitted separately). If new or replaced impervious surface is over 1 acre Bay Area Hydrograph Model (BAHM) calculations are also required.

___ *Provide the following site data on plans:

1. (Ex) Site square footage
2. (Ex) Landscape square footage
3. New landscape square footage installed
4. (Ex) hardscape(impervious surface) square footage removed/replaced
5. (Ex) Landscape square footage removed/replaced
6. New hardscape(impervious surface) installed
7. Pad elevation (Existing & New)
8. Finished Floor elevation (Existing & New)

___ All new and/or existing water services per state regulations require a backflow preventor to prevent cross contamination from the fire sprinkler system. Residential back flow preventer shall be located as close to the house as possible or within 20 feet of water meter to be shown on plan per Detail W-22 and W-10.

___ Back flow preventer shall be screened per planning requirements.

___ Off-site improvements constructed in accordance with City Standard Details and Specifications. These documents can be found on the City's website.

___ Sewer service provided with cleanout per City Standard Detail S-5A.

___ Location and screening of above ground utility box.

___ Sizes, slopes, and invert elevations of all drainage pipes shown.

___ A minimum slope of 2% for a distance of ten feet (minimum) from the building pad is required for drainage.

___ Asphalt concrete pavement areas drain at a minimum slope of 1% once beyond the 10' envelope around the building.

___ Portland cement concrete pavement areas drain at a minimum slope of 0.5% once beyond the 10' envelope around the building.

___ Drainage not blocked by on-site curbs.

___ Storm water inlets/area drains provided at all low points (no bird's baths).

___ Upstream natural drainage adequately intercepted and transmitted to the public stormdrain system.

___ No drainage onto adjacent properties.

___ Natural drainage from existing adjacent properties accepted. Blockage of natural upstream drainage not permitted.

___ Onsite private storm drain pipes sized to handle flow with minimum size of 3". Public storm drain pipes sized to handle flow with minimum size of 12”.

___ Positive drainage checked for pipes (mathematics of pipe slopes checked).

___ No crossing conflicts between sanitary sewer and storm drain.

___ Landscape plans checked for proper sight distance at driveways. No landscaping or mounding shall be placed 30" above the top of curb in the line of sight. Landscaping in the line of sight shall be no greater than 30" above the top of curb. Full grown tree species shall be such that the canopy shall be a minimum of 8 feet above the top of curb when located in the line of sight.

___ Proper driveway width for one or two way traffic.

___ Field check for existing utility conflicts. Plans note relocation of conflicting utilities.

___ Driveways located at existing street lights, fire hydrants, storm water inlets, or utility boxes, show approved relocation of existing facilities or traffic box provisions OR relocated to avoid the conflicts and meet city clearance/spacing requirements and site distance requirements.

___ No sewer lateral direct connection to sanitary sewer trunk mains (12" diameter and larger). Connections to sanitary sewer trunk mains only permitted with a City standard sanitary sewer maintenance hole.

___ Street trees installed per details (street tree planting per Planning Division requirements).

___ Excessive utility trenching in existing street requires a resurfacing of street across entire site frontage. See final planning action and approved engineering considerations for type of resurfacing required.

___ If using reclaimed water for irrigation and/or fire service, provide an application. An engineer's report is required for the distribution and use of recycled water for toilet flushing per State Department of Health Services Guidelines. Contact the City Water Resource Division for Assistance.

___ Following notes placed on plan:

1. All off-site improvements shall be constructed in accordance with City of Livermore Standard Details and Specifications.
2. An Encroachment Permit shall be obtained from the Permit Center, located at 1052 South Livermore Avenue, prior to the start of any improvements within the public right-of-way.
3. Replace all defective curb, gutter, sidewalk, and driveway as directed by the City Engineer.
4. All new and upgraded existing utility services shall be installed underground.
5. As-built plans for public improvements provided prior to occupancy.

___ For custom homes, place the following notes on plans:

PAD COMPACTION AND PAD ELEVATION CERTIFICATION LETTERS MUST BE SUBMITTED TO THE BUILDING INSPECTOR PRIOR TO REQUEST OF FOUNDATION INSPECTION

___ Prior to final acceptance by Building Division, as-built plans of public improvements shall be provided to the Engineering Division.

___ Show all necessary erosion control measures on the improvement plans. In addition, the following notes shall be included on the improvement plans:

Construction Operations - Dust shall be controlled at all times. Wastewater generated during construction shall not be discharged to the storm drain system. This includes waste from painting, saw cutting, concrete work, etc. The contractor shall make arrangements to eliminate discharges to the storm drain system and, if necessary, provide an area for on-site washing activities during construction. Materials that could contaminate storm runoff shall be stored in areas that are designed to prevent exposure to rainfall and to not allow storm water to run onto the area.

B. PLOT PLAN CHECKLIST (See residential site plan checklist for existing lots and new custom lots and commercial checklist for apartments)

This checklist is for plot plans for existing and new single-family and multi-family lots submitted as new lots after a map has been filed.

(*Submittal documents and items essential to complete plan check)

___ *Engineering Considerations, if any, incorporated into design and a copy included with building application submittal. (Project Coordinator for an assigned subdivision usually plan checks plot plans for the assigned subdivision).

___ *Stormwater Quality Checklist filled out, signed and submitted with Building Permit Submittal. Required for all projects adding or replacing 2,500 square feet or more of impervious surface.

___ *"Clean Water Site Measures Declaration" filled out, signed and submitted with Building Permit Submittal required for single family residential lot projects replacing under 2,500 square feet.

___ *Plan sheet, full size 24" x 36" or 81/2" x 11" for plot plans included showing existing City utilities across or along parcel. City easements are shown with no trees or structures shown within them. Utility base maps are available from the Engineering Division.

___ *Plot plans shall show the property lines with dimensions and public and private easements with dimensions.

___ *If the home or multi-family unit is an affordable housing unit, each affordable unit shall be noted on the plot plan.

___ *Plans incorporate all existing utilities and surface improvements for existing frontage improvements for conformance and potential conflicts. Drawings are available from the Engineering Division.

___ *If site includes new public street improvements or new public utility mains, use Development Plan Check and Procedures Manual checklists for new improvement requirements. Checklists are annotated and submitted with building permit submittal.

___ City utility information on Geographical Information System(GIS) checked for existing City utilities across or along parcel. No trees or structures within City easements. Utility information is available from the Engineering Division.

___ *North arrow and scale (noted and graphical) shown on drawing.

___ *Name, address, and telephone number of designer preparing plan shown.

___ *Tie-in to public water, sewer, and storm drain shown on plan.

___ *Existing utility structures shown (such as P.G. & E. vaults).

___ *Grading plan provided showing top of curb elevations, pad elevations, high point elevations, low point elevations, and storm drain system with grate elevations and pipe invert elevations.

___ *If stormwater treatment devices are included in the design they shall be designed to meet the latest stormwater C3 requirements and be shown on a stormwater quality control plan sheet with font greater than 1/8inch. The minimum size of Bio-retention swales shall be 0.04 sf per 1s.f. of impervious surface draining into the swale. If new or replaced impervious surface is over 2,500 sf stormwater calculations are required (shown on plan or submitted separately). If new or replaced impervious surface is over 1 acre Bay Area Hydrograph Model (BAHM) calculations are also required.

___ *Provide the following site data on plans:

1. (Ex) Site square footage
2. (Ex) Landscape square footage
3. New landscape square footage installed
4. (Ex) hardscape(impervious surface) square footage removed/replaced
5. (Ex) Landscape square footage removed/replaced
6. New hardscape(impervious surface) installed
7. Pad elevation (Existing & New)
8. Finished Floor elevation (Existing & New)

___ All new and/or existing water services per state regulations require a backflow preventor to prevent cross contamination from the fire sprinkler system. Residential back flow preventer shall be located as close to the house as possible or within 20 feet of water meter to be shown on plan per Detail W-22 and W-10.

___ Back flow preventer shall be screened per planning requirements.

___ Off-site improvements constructed in accordance with City Standard Details and Specifications. These documents can be found on the City's website.

___ Sewer service provided with cleanout per City Standard Detail S-5A.

___ Location and screening of above ground utility box.

___ Sizes, slopes, and invert elevations of all drainage pipes shown.

___ A minimum slope of 2% for a distance of ten feet (minimum) from the building pad is required for drainage.

___ Asphalt concrete pavement areas drain at a minimum slope of 1% once beyond the 10' envelope around the building.

___ Portland cement concrete pavement areas drain at a minimum slope of 0.5% once beyond the 10' envelope around the building.

___ Drainage not blocked by on-site curbs.

___ Storm water inlets/area drains provided at all low points (no bird's baths).

___ Upstream natural drainage adequately intercepted and transmitted to the public stormdrain system.

___ No drainage onto adjacent properties.

___ Natural drainage from existing adjacent properties accepted. Blockage of natural upstream drainage not permitted.

___ Onsite private storm drain pipes sized to handle flow with minimum size of 3". Public storm drain pipes sized to handle flow with minimum size of 12”.

___ Positive drainage checked for pipes (mathematics of pipe slopes checked).

___ No crossing conflicts between sanitary sewer and storm drain.

___ Landscape plans checked for proper sight distance at driveways. No landscaping or mounding shall be placed 30" above the top of curb in the line of sight. Landscaping in the line of sight shall be no greater than 30" above the top of curb. Full grown tree species shall be such that the canopy shall be a minimum of 8 feet above the top of curb when located in the line of sight.

___ Proper driveway width for one or two way traffic.

___ Field check for existing utility conflicts. Plans note relocation of conflicting utilities.

___ Driveways located at existing street lights, fire hydrants, storm water inlets, or utility boxes, show approved relocation of existing facilities or traffic box. provisions OR relocated to avoid the conflicts and meet city clearance/spacing requirements and site distance requirements.

___ No sewer lateral direct connection to sanitary sewer trunk mains (12" diameter and larger). Connections to sanitary sewer trunk mains only permitted with a City standard sanitary sewer maintenance hole.

___ Street trees installed per details (street tree planting per Planning Division requirements).

___ Excessive utility trenching in existing street requires a resurfacing of street across entire site frontage. See final planning action and approved engineering considerations for type of resurfacing required.

___ If using reclaimed water for irrigation and/or fire service, provide an application. An engineer's report for the distribution and use of recycled water for toilet flushing per State Department of Health Services Guidelines. Contact the City Water Resource Department for Assistance.

___ Following notes placed on plan:

1. All off-site improvements shall be constructed in accordance with City of Livermore Standard Details and Specifications.
2. An Encroachment Permit shall be obtained from the Permit Center, located at 1052 South Livermore Avenue, prior to the start of any improvements within the public right-of-way.
3. Replace all defective curb, gutter, sidewalk, and driveway as directed by the City Engineer.
4. All new and upgraded existing utility services shall be installed underground.
5. As-built plans for public improvements provided prior to occupancy.

___ For custom homes, place the following note on plans:

PAD COMPACTION AND PAD ELEVATION CERTIFICATION LETTERS MUST BE SUBMITTED TO THE BUILDING INSPECTOR PRIOR TO REQUEST OF FOUNDATION INSPECTION

___ Prior to final acceptance by Building Division, as-built plans of public improvements shall be provided to the Engineering Division.

___ Show all necessary erosion control measures on the improvement plans. In addition, the following note shall be included on the improvement plans:

Construction Operations - Dust shall be controlled at all times. Wastewater generated during construction shall not be discharged to the storm drain system. This includes waste from painting, saw cutting, concrete work, etc. The contractor shall make arrangements to eliminate discharges to the storm drain system and, if necessary, provide an area for on-site washing activities during construction. Materials that could contaminate storm runoff shall be stored in areas that are designed to prevent exposure to rainfall and to not allow storm water to run onto the area.

C. BUILDING PERMIT CHECKLIST – COMMERCIAL AND RESIDENTIAL

(*Submittal documents and items essential to complete plan check)

___ *Engineering Considerations incorporated into design and a copy included with building application submittal.

___ *Stormwater Quality Checklist filled out, signed and submitted with Building Permit Submittal. Required for all projects adding or replacing 2,500 square feet or more of impervious surface.

___ * Or Clean Water Site Measure Declaration for single family lot projects replacing under 2,500 square feet.

___ *Plan sheet included showing existing City utilities across or along industrial or commercial parcel. City easements are shown with no trees or structures shown within them. Utility base maps are available from the Engineering Division.

___ *Plans incorporate "as-built" improvement plans for existing frontage improvements for conformance and potential conflicts. Drawings are available from the Engineering Division.

___ *Development Plan Check and Procedures Manual checklists followed for sites that include new public street improvements or new public utility mains. Checklists are annotated and submitted with building permit submittal.

___ 100 scale utility base maps checked for existing City utilities across or along industrial or commercial parcel. No trees or structures within City easements. Utility base maps are available from the Engineering Division.

___ *North arrow and scale (noted and graphical) shown on drawing.

___ *Name, address, and telephone number of designer preparing plan shown.

___ *Tie-in to public water, sewer, and storm drain shown on plan.

___ *Existing utility structures shown (such as P.G. & E. vaults).

___ *Grading plan provided showing top of curb elevations, pad elevations, high point elevations, low point elevations, and storm drain system with grate elevations and pipe invert elevations.

___ *If stormwater treatment devices are included in the design they shall be designed to meet the latest stormwater C3 requirements and be shown on a stormwater quality control plan sheet with font greater than 1/8inch. The minimum size of Bio-retention swales shall be 0.04 sf per 1s.f. of impervious surface draining into the swale. If new or replaced impervious surface is over

5,000 sf stormwater calculations are required (shown on plan or submitted separately). If new or replaced impervious surface is over 1 acre Bay Area Hydrograph Model (BAHM) calculations are also required.

___ *Provide the following site data on plans:

1. (Ex) Site square footage
2. (Ex) Landscape square footage
3. New landscape square footage installed
4. (Ex) hardscape square footage removed
5. (Ex) Landscape square footage removed
6. New hardscape installed
7. Pad elevation (Existing & New)
8. Finished Floor elevation (Existing & New

___ All new and/or existing water services per state regulations require a backflow preventor to prevent cross contamination from the fire sprinkler system. Residential back flow preventer shall be located as close to the house as possible or within 20 feet of water meter to be shown on plan per Detail W-22.

___ Back flow preventer shall be screened per planning requirements. Industrial/commercial fire service with back flow preventer to be shown on plan per Detail W-10. Fire service lateral shown and fire service called out per Fire Department requirements. Back flow preventer shall be screened per planning requirements.

___ Industrial/commercial sites shall have separate domestic water meters and irrigation meters. Meter sizes noted on plans and are to be installed per City Standard W-2 if in City Water service area or per California Water Standards if in Cal Water service area.

___ Off-site improvements constructed in accordance with public works standards. City Standard Details and Specifications may be purchased from the City's Engineering Division.

___ Sewer service provided with cleanout per City Standard Detail S-5A.

___ Restaurant or food processing facilities requiring grease interceptors are required to have City standard sanitary sewer maintenance holes at the point of connection of sewer laterals to the City main.

___ Restaurant or food processing facilities requiring grease interceptors reviewed and approved by the Water Resources Division (925) 960-8110.

___ Location and screening of above ground utility box.

___ Sizes, slopes, and invert elevations of all drainage pipes shown.

___ A minimum slope of 2% for a distance of ten feet (minimum) from the building pad is required for drainage.

___ Asphalt concrete pavement areas drain at a minimum slope of 1% once beyond the 10' envelope around the building.

___ Portland cement concrete pavement areas drain at a minimum slope of 0.5% once beyond the 10' envelope around the building.

___ Drainage not blocked by on-site curbs.

___ Storm water inlets provided at all low points (no bird's baths).

___ Upstream natural drainage adequately intercepted and transmitted.

___ No drainage onto adjacent properties.

___ Natural drainage from existing adjacent properties accepted. Blockage of natural upstream drainage not permitted.

___ Storm drain pipes sized to handle flow with minimum size of 6".

___ Positive drainage checked for pipes (mathematics of pipe slopes checked).

___ No crossing conflicts between sanitary sewer and storm drain.

___ Landscape plans checked for proper sight distance at driveways. No landscaping or mounding shall be placed 30" above the top of curb in the line of sight. Landscaping in the line of sight shall be no greater than 30" above the top of curb. Full grown tree species shall be such that the canopy shall be a minimum of 8 feet above the top of curb when located in the line of sight.

___ Proper driveway width for one or two way traffic.

___ Field check for existing utility conflicts. Plans note relocation of conflicting utilities.

___ Driveways located at existing street lights, fire hydrants, storm water inlets, or utility boxes, show approved relocation of existing facilities or traffic box provisions.

___ Connections to sanitary sewer trunk mains only permitted with a City standard sanitary sewer maintenance hole.

___ Street trees installed per details (industrial landscaping and street tree planting per Planning Division requirements).

___ Excessive utility trenching in existing street requires a resurfacing of street across entire site frontage. See final planning action and approved engineering considerations for type of resurfacing required.

___ If using reclaimed water for irrigation and/or fire service, provide an engineer's report for the distribution and use of recycled water per State Department of Health Services Guidelines. Contact the City Water Resource Department for Assistance.

___ Following notes placed on plan:

1. All off-site improvements shall be constructed in accordance with City of Livermore Standard Details and Specifications for Public Works Construction.
2. An Encroachment Permit shall be obtained from the Permit Center, located at 1052 South Livermore Avenue, prior to the start of any improvements within the public right-of-way.
3. Replace all defective curb, gutter, sidewalk, and driveway as directed by the City Engineer.
4. All utility services shall be underground.
5. As-built plans for public improvements provided prior to occupancy.

___ For multi-family developments including townhomes and apartments, place the following notes on plans:

PAD COMPACTION AND PAD ELEVATION CERTIFICATION LETTERS MUST BE SUBMITTED TO THE BUILDING INSPECTOR PRIOR TO REQUEST OF FOUNDATION INSPECTION

___ Prior to final acceptance by Building Division, as-built plans of public improvements shall be provided to the Engineering Division.

___ Show all necessary erosion control measures on the improvement plans. In addition, the following notes shall be included on the improvement plans:

Construction Operations - Dust shall be controlled at all times. Wastewater generated during construction shall not be discharged to the storm drain system. This includes waste from painting, saw cutting, concrete work, etc. The contractor shall make arrangements to eliminate discharges to the storm drain system and, if necessary, provide an area for on-site washing activities during construction. Materials that could contaminate storm runoff shall be stored in areas that are designed to prevent exposure to rainfall and to not allow storm water to run onto the area.

___ When applicable submit Joint Trench and/or Street light plans for review and approval.

Prepare fees considering the following:

___ Review existing uses, fees paid and existing conditional uses, if any.

___ If no tentative map approval or conditions were prepared for this project, carefully review the site for existing conditions (incl. easements, property lines, structures, drainage, stormwater treatment and low impact development devices, stormwater agreements, assessments, agreements, etc.).

D. BUILDING PERMIT CHECKLIST – HOME ADDITIONS AND ADDITIONAL DWELLING UNITS (SDU, ADU, JADU)

Include all of the following with your building permit submittal:

___ *Complete this Development Plan Checklist.

___ *Provide a copy of the Engineering Considerations (where applicable) and annotate how you have incorporated them into design with building application submittal.

___ *Provide a ***Storm Water Quality Declaration form*** for all additions and secondary residential projects adding or replacing less than 2,500 sf of impervious surface. Provide a ***Storm Water Quality Checklist*** for all single and multi-family residential projects adding or replacing 2,500 square feet or more of impervious surface.

___ *Provide Alameda County Zone 7 Impervious Surface form.

Verify that all of the following items have been incorporated in the plans:

___ *Show on a site plan the size and location of the existing utilities in the street and across the frontage. Also show the utility services from the street to the primary residence. If there is a secondary structure show the proposed new utilities from the existing home to the new addition or new secondary dwelling unit. No new utilities are allowed to service a secondary dwelling unit or addition from the street. Utility base maps are available from the Engineering Division upon request for City utility locations.

___ *Show all easements on the plan sheet. No trees and or other permanent structures shall be located within the easements.

___ *Show existing and proposed frontage improvements e.g. driveway, sidewalk, landscape and street trees for conformance and potential conflicts. “As-built” drawings are available from the Engineering Division upon request. Show new improvements bolded and clearly labeled as new.

___ *North arrow and scale (noted and graphical) shown on drawing.

___ *Name, address, and telephone number of person preparing plans shown.

___ A site plan showing how the water drains away from the home and towards the street. A surveyed grading plan is preferred; however, a site plan with arrows and percent slopes shown around the proposed improvements will suffice for additions and secondary dwelling units that have grades referenced off the existing primary structure.

1. A minimum slope of 2% up to 5% for a distance up to ten feet from the building pad is required for drainage per building code section 1804.3.
2. Asphalt pavement and landscape areas shall drain at a minimum slope of 1% once beyond the 10' envelope from back of property towards the front of property around the building.
3. Portland cement concrete pavement areas shall drain at a minimum slope of 0.5% once beyond the 10' envelope from back of property towards the front of property around the building.
4. All drainage shall route from the back of the property to the front of the property. (When site topography is a constraint, drainage may be directed to a storm drain easement).
5. Drainage shall not be blocked by on-site curbs, planters or driveways.
6. Upstream natural drainage shall be adequately intercepted and transmitted through the site. Natural drainage from existing adjacent properties shall continue to be accepted. Blockage of natural upstream drainage not permitted.
7. No drainage from the site shall flow onto adjacent properties.
8. All down spouts shall drain to grade and have splash blocks deflecting the storm water runoff away from the foundation.

___ *Provide the following site data on plans (this data should match both the storm water treatment declaration and Zone 7 Impervious Surface form):

1. (Ex) Site square footage
2. (Ex) Landscape square footage
3. New landscape square footage installed
4. (Ex) hardscape(impervious surface) square footage removed/replaced
5. (Ex) Landscape square footage removed/replaced
6. New hardscape(impervious surface) installed
7. Pad elevation (Existing & New)
8. Finished Floor elevation (Existing & New)

___ Existing sewer service lateral to the primary residential unit shall have a cleanout that conforms to City Standard Detail S-5A.

___ New Driveway approaches shall be installed per City Standard Detail ST-4 where there is a separated sidewalk and per City Standard Detail ST-7 where there is a monolithic sidewalk. The minimum width including flares shall be 18 feet. Top of

driveway flares shall be a minimum of 4 feet away from the property line and shall avoid conflicts with existing utilities structures and street trees. If the driveway approach cannot avoid a conflict with an existing utility structure or street tree, then show an approved relocation of the utility structure and or street tree.

___ **Following notes shall be placed on plans:**

1. All off-site improvements shall be constructed in accordance with City of Livermore Standard Details and Specifications for Public Works Construction.

2. An Encroachment Permit shall be obtained from the Permit Center, located at 1052 South Livermore Avenue, prior to the start of any improvements within the public right-of-way.

3. Replace all defective curb, gutter, sidewalk, and driveway as directed by the City Engineer. (Secondary Dwelling Units Only)

4. All new utility services shall be underground.

5. Rain leaders on the dwelling shall drain to landscaping and treated to the maximum extent practicable.

6. A minimum slope of 2% for a distance of ten feet (minimum) from the building pad is required for drainage. Asphalt concrete pavement areas must drain at a minimum slope of 1% beyond the 10' envelope around the building. Surface drainage must be filtered; new impervious surface will be treated by landscape to the maximum extent practicable.

Construction Operations: Dust shall be controlled at all times. Wastewater generated during construction shall not be discharged to the storm drain system. This includes waste from painting, saw cutting, concrete work, etc. The contractor shall make all necessary arrangements to eliminate discharges to the storm drain system and provide an area for on-site washing activities during construction. Materials that could contaminate storm runoff shall be stored in the areas that are designed to prevent exposure to rainfall and to not allow storm water to run onto the area.

___ Show all necessary erosion control measures on the improvement plans.

IX. FINAL MAP CHECKLISTS

A. PARCEL MAP, FINAL MAP, AND PARCEL MAP WAIVER CHECKLIST (FOR ALL MAPS EXCEPT SB9 PROJECT MAPS)

FINAL/PARCEL MAP NO. _____ ___

The map being submitted with this checklist has been checked by me or under my direction for conformance to the items on this checklist.

Company Name _____

Address_____

Signature:_____ LS or RCE No.: _____EXP._____

Name printed:_____ Date: _____

Telephone No. _____ E-mail _____

A complete submittal includes the following in paper copies and a complete electronic copy of submittal transmitted by a link or on a flash drive:

1. One copy of the stamped and approved Tentative Final Map or Parcel Map.

2. Two copies of the existing map or deed that created the original parcel.

3. Two copies of a site plan showing topography and property lines. (*This is needed also for a parcel map waiver, with no tentative*).

4. Two copies of the Final Action Letter with the Conditions of Approval attached.

5. Two copies of the Conditions of Approval with each condition annotated to identify how the condition is met within the plan submittal and/or will be met in the future.

6. Two copies of the proposed Tract/Parcel map.

7. Two copies of a current Title Report (*dated within the last six months*).
   Note: "Pro-Forma" Title Reports are not acceptable. It may be necessary to provide an updated Title Report prior to signing to show any changes or construction loans, etc.

8. Two copies of each vesting deed, existing easements, agreements (*Subdivision Improvement, Development Agreement*) and any documents noted within the title report. (*If these documents are linked to the Title Report separate copies may not be needed*).

9. **For parcel maps being processed under the parcel map waiver process:** Confirm project qualifies for the waiver process. (*The parcel map qualifies for the waiver process only if all public improvements are in and meet current City standards: streets, sewer, water, storm, utilities, overhead utilities placed underground, etc.*) This map can also qualify for the waiver process if public works improvements can be constructed before the map is filed. If improvements are needed and cannot be constructed prior to filing the map, then the project cannot use the parcel map waiver process.

10. If property is in an assessment district provide necessary segregation documents. These documents must be received and approved by bond counsel's office prior to tract map, parcel map or parcel map waiver approval.

11. "Parcel Map, Final Map, or Parcel Map Waiver Checklist" completed, signed and submitted.

12. The certificate sheet on the Parcel Map Waiver includes approval by the City Engineer and Community Development Director (Council approval not required on Parcel Map Waivers) and City Clerk's Statement.

13. Two copies of the closure calculations which shall include the following (Note: (1) true map closures & inverse closures are not acceptable, (2) provide a closure for any calculated course shown on the map, (3) all dimensions shall be shown to three decimals):

    a. Boundary closures
    b. Boundary ties
    c. Block closures
    d. Street right-of-way closures (dedications)
    e. Individual lot and parcel closures
    f. Monument to monument closures
    g. Monument line increments with ties to right-of-way side-line closures include ties from the Monument Lines to the Property Corners and Curve Points
    h. Easement closures (if not concentric or parallel to the property lines)
    i. Provide Closures (Calc's) for any dimension shown on the map.
    j. Map prepared using the Metric System or California Coordinate System shall show the U.S. foot ground measure equivalents in brackets ( )

14. Show ad joiner reference on adjacent properties. The Lot/Parcel No. and Map No. is usually adequate ad joiner reference.

15. Two copies of maps and documents referenced on the map are not already referenced in the Title Report.

16. The map check fee.

17. Two copies of (*Preliminary Drafts*) deeds, legal descriptions, easements, plats and map check closures, closure calculations and plats for all off-site rights-of-ways and easements, and preliminary title reports dated within the last 6 months.

18. Two copies of a right-of-way acquisition map/log if three or more off-site easements or dedications are required.

19. One copy of an exhibit showing home locations, front doors, streets, approved street names (if any), lot lines, lot numbers, and north arrow together with an electronic file. This exhibit will be used to assign and distribute addresses.

20. Use improvement plan submittal checklist if improvements are being provided.

21. If the site is adjacent to a creek or improvements will encroach on the floodplain:

    a. Show on map the Creek set-back line (calculated per Western Alameda County Flood Control Manual)
    b. Show on the map the FEMA floodplain
    c. Provide a copy of the FEMA elevation certificate

22. Drainage calculations are provided if at the bottom of an undeveloped watershed.

23. If off-site easement will be provided also submit the following:

    a. One copy of draft deeds, legal descriptions and plats including closures and calculation for all off-site easements, rights of way, and preliminary title reports.
    b. A right of way acquisition map/log if three or more off-site easements or dedications are required.

Note: If improvements are required, the map cannot be submitted without the improvement plans. If the parcel map is being processed under the parcel map waiver process all improvements must be installed and accepted by the City of Livermore prior to filing the final map.

1. Final Map Check List (For all maps except SB9 project maps)
This checklist identifies City of Livermore standards that must be met unless a custom standard is specified in the Conditions of Approval for the Final Map. Please note this change if applicable on this checklist.

Affidavit Sheet (all offers of dedication shall specify the dedication is dedicated in fee or as an easement for public purposes per Section 66439 of the Subdivision Map Act).

___ Owner's statement (*position in the upper left corner of sheet one*) Owner's statement includes all dedications of streets and easements shown on the map.

___ Streets dedicated in fee or easement. Dedication language must specify fee or easement.

___ All street names and spellings in owner's statement carefully checked to assure they agree with names and spellings on map.

___ One foot barrier strips (*parcels*) dedicated (*at end of stub streets*).

___ Channel parcels dedicated in fee to the City of Livermore. Storm drain reservation is dedicated when channel dedication must be deferred.

___ Parks dedicated in fee to the City of Livermore.

___ Pedestrian access path parcels dedicated in fee to the City of Livermore.

___ Prohibited access or Relinquishment of Abutters Rights dedicated as an easement to the public.

___ Public parcels dedicated in fee to the City.

___ Easements dedicated to the public:

- ___ Storm – width as required by City Engineer (10’ min.) (SDE)
- ___ Landscape (LE)
- ___ Water (WLE)
- ___ Public utility (6 feet minimum) (PUE)
- ___ Sewer - width as required by City Engineer (10’ min.) (SSE)
- ___ Emergency access (EVAE)
- ___ Sidewalk (SE)
- ___ Public access (PAE)
- ___ Wall (WE)
- ___ Trail (TE)
- ___ Relinquishment of Abutter’s Rights (////)

___ Private Easements (*Note: State that these are private easements, and the facilities therein shall be maintained by the owner or the homeowner's association*):

- ___ Private Storm Drain (PSDE)
- ___ Private Sanitary Sewer (PSSE)
- ___ Access Easement, Private (AEP)
- ___ Side yard Easement (SYE)

___ Note: This map shows or notes all easements, existing or of record, within the boundary lines of the herein embodied map.

___ Private easements and common areas noted and explained.

___ Signature and notary provisions for owner (*Owner's name must agree with the title report. Notary – sign, don't stamp per subdivision map act section 664364(c).*)

___ Owner's acknowledgement (notary statement with disclosure).

___ Trustee's Certificate (*if applicable*).

___ Trustee's acknowledgement (*If applicable with disclosure. Do not stamp per section 66436(4)(c)*).

___ Signature and notary provisions for trustee with disclosure.

___ Engineer's (*Surveyor's*) statement (Developer's engineer).

___ Subdivision area (in thousandths).

___ Engineer's (*Surveyor's*) license and expiration date.

___ City Engineer's statement with added Land Surveyor's statement.

___ City Engineer's license and expiration date with Land Surveyor's license and expiration date.

___ Community Development Director's statement (necessary for Parcel Map Waivers only).

___ City Clerk's statement (*Parcel Map Waiver version – Liability box, staff level approval, no rejections of dedications, etc*.).

___ Clerk's statement (*Final and Parcel Map Version - specifically accepts or rejects with right to later accept grants, easement, dedications, relinquishments, etc. The Clerk's statement includes a separate paragraph identifying vacations and abandonments of existing streets and easements not shown on the new map, with their individual recording information*).

___ Signatures omitted: In accordance with sections 66436(a)(3) (i-viii) of the subdivision map act, signatures of parties owning the following interest, which cannot ripen into fee, have been omitted. (List with data).

___ Clerk of the Board of Supervisor's statement.

___ County Recorder's statement (position in the lower right corner of sheet one).

___ Description of subdivision under title (i.e. subdivision of Parcel A of Tract 1234).

___ Title Block *(position top center on sheet one, and lower right on all other sheets):*

- ___ Tract or Parcel Map number
- ___ For condominium purposes (if applicable)
- ___ Brief description of subdivision (i.e. a Subdivision of Parcel A of Tract 1234)
- ___ City of Livermore
- ___ Alameda County, California
- ___ Engineer or Surveyor Company's name
- ___ Date: (Revise and update the map date with each submittal

2. Final Map General Form and Content Requirements (For all maps except SB9 project maps)

___ Title Blocks:

TRACT/PARCEL MAP NUMBER
(A subdivision name is allowed but not required)
Description IE: (Subdivision of Parcel A of Parcel Map 1234, Etc.)
CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA
SCALE
ENGINEER'S SURVEYOR'S (FIRM) NAME
DATE (to be updated with each map submittal)

___ Name of Engineer - all sheets (including affidavit sheet).

___ Sheet numbers and total numbers of sheets (i.e.: Sheet 1 of 4) position in lower right corner of all sheets (inside border including certificate sheet).

___ North Arrow and scale on all maps - all sheets

___ Sheet size - 18" x 26" with a 1" margin - all sheets. Note: The 26" dimension shall be along the bottom and top of each sheet.

___ Key map and index required for three or more sheets of maps (certificate sheets excluded).

___ Basis of Bearing referring to a recorded map or to a solar or Polaris observation, or other record acceptable to City Engineer on all map sheets. Describe the line and the map reference data (*Ex. The monument line of "A" Street, taken as N 0º 00' 00", per Tract 1234, filed in book 00 of maps at page 222, Alameda County Records, as shown hereon).*

___ Basis of Bearing: (if applicable) The bearings shown hereon are based upon the California Coordinate System of 1927 (CCS27, ZONE 3).

___ On major subdivisions (15 lots+) show a California State Plan Coordinate on one boundary corner and on one easily described and accessible street monument. When the new monuments are certified an elevation will be required. City staff will then enter the coordinate and elevation in the "Benchmark and Control Book" (and in the electronic file). (This does not apply to in-fill projects within existing developed areas).

___ Scale - 1" = 100' or larger - all sheets (except for Vicinity and Key maps). Provide a Graphic Scale (*state that it is in ground measure in U.S. feet*).

___ A Condominium Subdivision Map shall show the general dimensioned footprint of the building(s), together with ties from the building(s) to the property lines. (This is a special requirement of the City Engineer, to identify and dimension the open area outside of the building envelope and locate the general location of the "Air Space" condominium units within the lot).

___ Legend (various standard City of Livermore symbols):

___ Tract Boundary (wide black line with three short dashes and one long dash).

___ New Lot lines (solid medium line) _____

___ Existing Lot Lines (solid narrow line) _____

___ Monument lines (narrow line with two short dashes and one long dash). Six feet off centerline east and south side of street on all streets except major streets. Major streets to be 16 feet off centerline.

_____ __ __ _____

___ Centerlines (narrow line with one short dash and one long dash)

_____ __ _____

___ Easement lines (narrow line with medium length dashes) (landscape, P.U.E., storm, water, sewer, emergency access)

___ ___ ___ ___ ___ ___ ___ ___

EXHIBIT A

___ Monument Tie Lines etc. (narrow lines with very short dashes) _ _

___ City boundary (long narrow lines with two dots and a long dash)
Be sure label _____ . . _____ . . _____

___ Prohibited access/Relinquishment of Abutters Rights (narrow hatch marks along R/W line). /////////////////////////

___ Found City Monument
(small circle with smaller solid circle inside) 

___ Set City Monument
(small circle with smaller open circle inside) 

___ Found Iron Pipes, Rebars, Spikes as noted with Tag No. (solid medium circle) 

___ Set Iron Pipes (Rebars) with Tag No.
(open medium circle) 

___ Monument to Monument M-M

___ Monument to Tract Line M-TL

___ Record and Measure R&M
(list record data and reference)

___ Record Data and References (Data XX)

___ Radial Bearing (R)

___ Total (T)

___ Official Records OR

___ Searched for Not Found SFNF

___ Existing EX

___ Reference (see list of References) (3)

___ Public Utility Easement P.U.E.

___ Sanitary Sewer Easement S.S.E.

___ Storm Drain Easement S.D.E.

___	Water Line Easement	W.L.E.
___	Storm Water Overflow Easement	S.O.E.
___	Landscape Easement	L.E.
___	Landscape and Sidewalk Easement	L.S.E.
___	Sidewalk Easement	S.E.
___	Trail Easement	T.E.
___	Emergency Vehicle Access Easement	E.V.A.E.
___	Private Sanitary Sewer Easement	P.S.S.E.
___	Private Storm Drain Easement	P.S.D.E.
___	Private Water Line Easement	P.W.L.E.
___	Private Public Utility Easement	P.P.U.E.
___	Private Access Easement	P.A.E.

3. Technical Requirements (for all maps except SB9 project maps)

___ Conformance in all respects with approved tentative map and conditions (Approved Exhibit B-1).

___ If the map is being prepared in Metric Units or if the map is based on the California Coordinate system, note the conversion factor and also shown the dimensions in both meters (CCS) and in ground level feet within brackets, i.e.: metric distance (feet).

___ Map is in conformance with existing data (recorded deeds, filed maps and public records.

___ Tract boundary adequately shown by symbol and labeled.

___ Street and lot configuration in substantial conformance with the tentative map and conditions of approval (conditions of approval prevail).

___ Stub streets terminate with one-foot lot “No Access Strip” to the City (easements provided for turnaround if required).

___ Street widths agree with tentative map requirements.

___ Streets intersect at an 80° to 100° angle. (The central angles of intersection returns shall fall within this 80° to 100° range.

___ A public utility easement is provided with the back edge located 16 feet from the face of curb and 4 feet from side and back property lines.

___ Knuckles and Cul-de-Sac designs shall be subject to City approval.

___ Pedestrian paths and easements subject to City approval (5-25 feet wide).

___ Iron pipes (rebars) with tags or rebar and caps, are required to be set at all non street frontage lot corners or angle points. In Lieu of showing these, place a note on each map sheet similar to the following:

Note: Show the symbols on maps or add the following note.

a. Iron pipe with tag or a rebar and cap will be set at all non-street frontage lot corners and angle points.

b. An “X” or other similar mark will be chiseled in the top of curb at the prolongation of the lot line. (This is not a witness point but is just intended for the owner’s benefit).

___ Each line shall have a (North) bearing and distance (no dittos).

___ All total distances (dimensions) equal the sum of the individual distances (dimensions). (Adjust one or the other from that shown in the closures so they agree).

___ Show the Radius (R), delta (Δ or D), and the arc length (L) for all curves.

___ A “+” mark shall be shown on the map and the bearing and distance from the “+” to the property corner shall also be noted on the map. (The “+” mark shall also be shown on the Improvement plans and the General Notes shall state that a “+” is to be chiseled at the top of curb at the prolongation of the property lines. The “+” mark is considered a witness point per the Subdivision Map Act).

___ Show all non-tangent radial bearings with the symbol (R), either before or after the bearing.

___ Lot and block size acceptable and approved (blocks less than 1500' long).

___ Backing lot treatment per city standards along major streets.

___ Adjacent sheet numbers shown.

___ Line of high water (100-year flood plain) shown if subdivision is adjacent to a stream, channel or any body of water and any areas subject to inundation as shown on effective F.E.M.A. maps.

___ A current preliminary title report (dated within 6 months) reviewed for trustees, easements, correct ownership, etc. (Pro-Forma is not acceptable).

___ Review documents referenced in Preliminary Title Report.

___ Water line easements and sanitary sewer easements are shown and labeled if said public utilities are within private streets.

___ All lots and/or parcels are numbered consecutively.

___ A minimum of two monument ties shall be shown to existing monuments in order to retrace the boundary (preferably at the two opposite tract boundary lines projected to the monument at the existing monument line, if applicable).

___ Ownership and recording information shown for all adjoining, non-tract a Butting parcels (metes and bounds type with recording data).

___ Show adjacent subdivisions (Tract/parcel map numbers, lot numbers, and recording data, i.e.: Book and Page). xxx maps xxx

___ All existing and new streets names are shown and are in accordance with the approved Tentative Maps. (All street names must be pre-approved by the City Planning? Division). Street names in owner's statement, City Clerk’s statement and on the map shall match **EXACTLY.**

___ All existing easements and incumbrances shall be shown or addressed with the recording data.

___ Computed distances (New) shall be computed and shown to 3 decimals to the thousandths of a foot (0.000) (If subdivision is a resubdivision of an earlier map that shows distances to 2 decimals to the hundredth of a foot (0.00) the new map may be prepared to agree with that record.

___ Distances measured to the hundredth may be shown as 2 decimals to the hundredth of a foot 0.00).

___ Deed or reference distances (record measurements) are to be shown to the same precision as noted in the document. (i.e.: if the record measurement is to the nearest foot, do not add decimals to imply more accuracy).

___ Shown the areas of all the new lots and parcels.

___ Monument to monument distances (M-M) or Monument to Tract line (M-T/L) are shown. Ties from the Monument Line to the property line returns, curve points, and property lines are shown. (All distances shown shall be verified by the closures).

___ Show the tie from the monument in the knuckles to the radius point.

___ Monument lines are to be positioned six (6) feet south or east of all streets, except on major streets (islands) these are to be positioned sixteen (16) feet from the centerlines.

___ Any and all dimensions shown on the map shall be supported with a closure or Calculation.

___ All closures are to be map check type closures, showing the error of closure. Inverse closures are not acceptable.

___ All lengths, bearings, arcs, radii, all centers of cul-de-sacs, returns, and elbows shown.

___ The maximum error of closure is 0.005 feet. The Plan checker will mark discrepancies between the map and the closures on final map. The closures are to be revised accordingly.

___ Every bearing and distance checked and shown to the second, i.e.: (º __' __" and N E S W) – Prefer that all bearings are north oriented).

___ The City boundary shall be shown and labeled, if near the tract.

___ All Tract areas to be calculated and shown to the thousandths (0.001) of an acre. Show lot areas to an even foot.

___ Monuments close with existing adjacent monuments.

___ Show and label the city limits, if abutting or near the subdivision.

___ Show monument tiles to existing adjacent monuments.

___ Orient all lettering to be read from the bottom or the right.

___ Property line corner radii(returns) at intersections as follows:

a. Residential street intersection with a residential street = 20 feet
b. Residential street intersection with a collector street = 20 feet
c. Residential street intersection with a major street = 30 feet
d. Collector street intersection with a collector street = 20 feet
e. Collector street intersection with a major street = 30 feet
f. Major street intersection with a major street with a major street = 40 feet

___ Minimum street centerline radii (with actual value based on an engineering design):

a. Residential minimum C.L. Radius….250 feet
b. Collector minimum C.L. Radius…..... 600 feet
c. Major minimum C.L. Radius……...see improvement plan check list

___ Cul-de-sac C.L. Radius - 50 foot minimum.

___ Minimum distance 250 feet (centerline to centerline) between intersections (150' minimum on minor local residential street).

___ To qualify as a parcel map waiver all public improvements must be existing and in good repair. The city will inspect the site, and note any deficiencies needed. Improvements and repairs must be completed prior to the acceptance of the map for filing.

___ Developer shall provide the following prior to final map approval/subdivision acceptance or release of bonds securing the following:

a. A monument certification of all installed monuments from the surveyor or Engineer*. Include on the certification a minimum of one easily accessible monument noting the Elevation and California coordinate, Zone III. This data will then be entered into the City Data Base for GIS and future developments.*
b. An elevation certificate of all pads from the surveyor or engineer.
c. A pad compaction certificate for all pads from the geotechnical engineer of record.

Note: On the Final Map the surveyor or engineer shall note the California Grid Coordinate, Zone III of one tract corner together with the ground to grid conversion factor (The map will show ground measurements). Also, note that besides being an aid to future development this will aid the GIS program.

4. Final and Parcel Map Certificates and/or Statements (For all maps except SB9 project maps)

a. TITLE BLOCK (position top center on sheet 1 and position in the lower right corner of all other sheets):

TRACT / PARCEL MAP 1234

FOR CONDOMINIUM PURPOSES (IF APPROPRIATE)
A # UNIT CONDOMINIUM SUBDIVISION (IF APPROPRIATE)

(A DESCRIPTION IS OPTIONAL)
A PORTION OF LOTS A, Y, Z OF TRACT 4321
FILED IN BOOK 3 OF MAPS AT PAGES 4 THRU 5
ALAMEDA COUNTY RECORDS

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

JONES & JONES
CIVIL ENGINEERS AND SURVEYORS
BIG CITY, CALIFORNIA
(925) 555-5555

FEBRUARY XX, 2023
(UPDATE WITH EACH SUBMITTAL)

b. OWNER'S STATEMENT

THE UNDERSIGNED, HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED "TRACT XXXX, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF XX (XX) SHEETS, THIS STATEMENT BEING ON SHEET ONE THEREOF, THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DO CONSENT TO THE MAKING AND FILING OF SAID MAP, THAT SAID MAP DOES PARTICULARLY SET FORTH AND DESCRIBE ALL PARCELS OF LAND SO RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARY COURSES AND EXTENT, THAT ALL PARCELS SO RESERVED FOR PUBLIC PURPOSES ARE INTENDED FOR THE USES AND PURPOSES OF PUBLIC HIGHWAYS AND ARE DESIGNATED "X ROAD", "Y STREET", AND "Z COURT".

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED IN FEE (*OR EASEMENT*) FOR PUBLIC PURPOSES FOREVER, GRANTING TO PUBLIC USE THOSE PARCELS OF LAND LYING WITHIN THE BOUNDARIES OF "X ROAD", "Y STREET", AND "Z COURT" AS SHOWN AND EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP FOR THE USES AND PURPOSES OF **PUBLIC HIGHWAYS.**

EXHIBIT A

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED IN FEE TO THE CITY OF LIVERMORE, A MUNICIPAL CORPORATION, FOR PUBLIC PURPOSES THOSE PARCELS OF LAND LYING WITHIN THE BOUNDARIES OF PARCELS "C" AND "D", AS SHOWN AND DESIGNATED AS ”**OPEN SPACE”** AND IS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP.

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED IN FEE TO THE CITY OF LIVERMORE, A MUNICIPAL CORPORATION, FOR PUBLIC PURPOSES THAT PARCEL OF LAND LYING WITHIN THE BOUNDARIES OF PARCEL "E" SHOWN AND DESIGNATED AS A **“PUBLIC PARK”** WHICH IS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP.

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER GRANTING THE RIGHT TO CONSTRUCT AND MAINTAIN PUBLIC UTILITIES AND APPURTENANCES THERETO IN, UNDER, ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN UPON SAID MAP AS "PUE." (**PUBLIC UTILITY EASEMENT**) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID PUBLIC UTILITIES *(INCLUDING SIDEWALKS)* AND ANY APPURTENANCES THERETO*.*

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER GRANTING THE RIGHT TO CONSTRUCT, USE, RECONSTRUCT, AND MAINTAIN SANITARY SEWERS AND THE APPURTENANCES THERETO IN, UNDER, ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN AND DESIGNATED AS "SSE" (**SANITARY SEWER EASEMENT**) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, AND REPAIRING SAID SANITARY SEWERS AND ANY APPURTENANCES THERETO.

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER, GRANTING THE RIGHT TO CONSTRUCT, RECONSTRUCT, AND MAINTAIN STORM DRAINS AND THE APPURTENANCES THERETO IN, UNDER, ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN AND DESIGNATED AS "SDE" (**STORM DRAIN EASEMENT**) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, AND REPAIRING SAID STORM DRAINS AND ANY APPURTENANCES THERETO.

EXHIBIT A

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER, GRANTING THE RIGHT TO CONSTRUCT, USE, RECONSTRUCT, AND MAINTAIN WATER LINES AND APPURTENANCES THERETO IN, ON, OVER AND UNDER THOSE STRIPS OF LAND SHOWN AND DESIGNATED "WLE" (**WATER LINE EASEMENT**) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID WATER LINES AND ANY APPURTENANCES THERETO.

REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER, GRANTING THE RIGHT TO CONSTRUCT AND MAINTAIN LANDSCAPING, INCLUDING THE CONSTRUCTION AND MAINTENANCE OF PUBLIC SIDEWALKS AND A SCREEN WALL, AND THE APPURTENANCES THERETO, IN, UNDER, ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN AND DESIGNATED "LE" (**LANDSCAPE EASEMENT**) OR "LSE" (**LANDSCAPE AND SIDEWALK EASEMENT**) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS OR PARCELS OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REPAIRING AND REPLACING SAID LANDSCAPING, SIDEWALKS AND SCREEN WALLS AND ANY APPURTENANCES THERETO, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OF THE PUBLIC FOR PEDESTRIAN USE UPON, OVER AND ALONG SAID SIDEWALKS THEREIN).

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED IN FEE TO THE CITY OF LIVERMORE, A MUNICIPAL CORPORATION, FOR PUBLIC PURPOSES, THAT ONE FOOT ACCESS STRIP OF LAND DESIGNATED **LOT "A"** AS SHOWN AND EMBRACED WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP; SAID LOT "A" IS TO REVERT TO USE AS A PUBLIC HIGHWAY UPON THE APPROVAL AND FILING OF A FINAL MAP OR PARCEL MAP COVERING THE ADJACENT PROPERTY ABUTTING THE PARTICULAR LOT “A’.

THE UNDERSIGNED HEREBY RELINQUISHES TO THE PUBLIC FOREVER ALL VEHICULAR INGRESS AND EGRESS OVER AND ACROSS THE PROPERTY LINES WHERE DESIGNATED "**RELINQUISHMENT OF ABUTTERS RIGHTS** AND PRIVATE ACCESS PROHIBITED” AND SHOWN WITH THE SYMBOL "\\\\\\\\\\\\\\\"

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER, GRANTING AN **EMERGENCY VEHICLE ACCESS EASEMENT** "EVAE" ON, OVER, AND ACROSS THOSE CERTAIN STRIPS OF LAND SHOWN AND DESIGNATED “EVAE” AS EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES.

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER, GRANTING A "SE" (**SIDEWALK EASEMENT**) ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN AND DESIGNATED "SE', AS EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID SIDEWALKS AND ANY APPURTENANCES THERETO, INCLUDING THE RIGHT OF INGRESS AND EGRESS FOR PEDESTRIAN USE OVER AND ALONG SAID SIDEWALKS.

THE PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT TO THE CITY OF LIVERMORE, A MUNICIPAL CORPORATION FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF AN EMERGENCY STORMWATER OVERFLOW DITCH, PROVIDING AN EMERGENCY OUTLET FOR THE STORMWATER FROM _XXX___ STREET, ACROSS LOT(S) XXX AND OUTLETTING, THROUGH THE BACKING LOT WALL/FENCE OR LANDSCAPING TO THE ZZZZ STREET RIGHT-OF-WAY, IN, UNDER, OVER, AND ACROSS A STRIP OF LAND SHOWN UPON SAID MAP AND DESIGNATED "SOE." (**STORMWATER OVERFLOW EASEMENT**), TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIP(S) OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID FACILITIES. THIS EMERGENCY OVERFLOW DITCH SHALL BE KEPT OPEN AND FREE FROM CONSTRUCTION OR LANDSCAPING OF ANY KIND THAT WOULD INTERFERE OR OBSTRUCT DRAINAGE.

THE PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER, GRANTING THE RIGHT TO CONSTRUCT AND MAINTAIN A PUBLIC TRAIL AND ANY APPURTENANCES THERETO, IN, ON, UNDER, OVER AND ACROSS THOSE CERTAIN STRIPS OF LAND SHOWN UPON SAID MAP AS "TE" (**TRAIL EASEMENT**) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSES AND CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID TRAILS AND ANY APPURTENANCES THERETO, INCLUDING THE RIGHT OF INGRESS AND EGRESS OF THE PUBLIC FOR PEDESTRIAN, ETC. USE OVER AND ALONG THE PUBLIC TRAILS THEREIN.

(Note and define any easement and conditions that apply)

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER, GRANTING, THE RIGHT TO CONSTRUCT AND MAINTAIN A WALL, AND ANY APPURTENANCES THERETO, IN, UNDER, ON, AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN AND DESIGNATED AS "WE" (**WALL EASEMENT**) THEREON, ALL AS EMBRACED

WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, AND REPAIRING SAID WALL, AND ANY APPURTENANCE THERETO.

THE REAL PROPERTY DESIGNATED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER, GRANTING A “PAE” (**PUBLIC ACCESS EASEMENT**) ON, OVER AND ACROSS THOSE CERTAIN STRIPS OF LAND SHOWN AND DESIGNATED “PAE”, AS EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP.

THE UNDERSIGNED HEREBY RESERVES A STRIP OF LAND AS A “PSDE” (**PRIVATE STORM DRAIN EASEMENT**) OVER, UNDER AND ACROSS A STRIP OF LAND SHOWN AND DESIGNATED “PSDE”, AS EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, AND MAY BE GRANTED TO THE HOMEOWNER’S ASSOCIATION BY SEPARATE INSTRUMENT.

MAINTENANCE OF ANY “PRIVATE STORM DRAIN OR SWALE”, SHALL BE THE RESPONSIBILITY OF THE UNDERSIGNED OWNER, HOMEOWNER’S ASSOCIATION, OR LOT OWNER AS APPLICABLE. IF A SWALE OR DRAIN FALLS WITHIN AN INDIVIDUAL LOT THE OWNER SHALL KEEP IT OPEN AND FREE OF ANY OBSTRUCTIONS, INCLUDING FILL FOR LANDSCAPING PURPOSES.

THE UNDERSIGNED HEREBY RESERVES A STRIP OF LAND AS A “PSSE” (**PRIVATE SANITARY SEWER EASEMENT**) OVER, UNDER, AND ACROSS A STRIP OF LAND SHOWN AND DESIGNATED “PSSE”, AS EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, AND MAY BE GRANTED TO THE HOMEOWNER’S ASSOCIATION BY SEPARATE INSTRUMENT.

MAINTENANCE OF ANY PRIVATE SANITARY SEWER SHALL BE THE RESPONSIBILITY OF THE UNDERSIGNED OWNER, OR HOMEOWNER’S ASSOCIATION, AS APPLICABLE.

THE UNDERSIGNED HEREBY RESERVES A STRIP OF LAND AS AN “AEP” (**ACCESS EASEMENT PRIVATE**) OR “PRIVATE STREET”, OVER UNDER AND ACROSS A STRIP OF LAND SHOWN AND DESIGNATED AS “AEP”, AS EMBRACED WITHIN THEIR BOUNDARIES OF THE HEREIN EMBODIED MAP, THIS IS A PRIVATE EASEMENT AND MAY BE GRANTED TO THE HOMEOWNER’S ASSOCIATION BY SEPARATE INSTRUMENT.

MAINTENANCE OF ANY ACCESS EASEMENT OR PRIVATE STREET SHALL BE THE RESPONSIBILITY OF THE UNDERSIGNED OWNER, OR HOMEOWNER’S ASSOCIATION AS APPLICABLE.

THE P.S.S.E. (PRIVATE SANITARY SEWER EASEMENT), PSDE (PRIVATE

STORM DRAIN EASEMENT), PWLE (PRIVATE WATER LINE EASEMENT), PPUE. (PRIVATE PUBLIC UTILITY EASEMENT), OR PAE (PRIVATE ACCESS EASEMENT), ARE PROPOSED EASEMENTS RESERVED BY THE UNDERSIGNED.

OWNER OF THE SUBDIVISION, TO BE GRANTED TO A HOMEOWNER'S ASSOCIATION, ETC. BY SEPARATE INSTRUMENT. OPERATION AND MAINTENANCE SHALL BE THE SOLE RESPONSIBILITY OF SAID HOMEOWNERS' ASSOCIATION, INDIVIDUAL OWNERS OR OTHER ENTITY AS NOTED IN THE RECORDED INSTRUMENT, C.C.& R'S OR OTHER AGREEMENT

MAINTENANCE OF ANY "PSDE" (PRIVATE STORM DRAIN EASEMENT) SHALL BECOME THE SOLE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS (WITHIN THEIR RESPECTIVE LOTS) OF LOTS X, X, X, AND X. SAID PRIVATE STORM DRAIN EASEMENT TO BE KEPT OPEN AND FREE FROM CONSTRUCTION OF ANY KIND INCLUDING THE USE OF LANDFILL FOR LANDSCAPE PURPOSES.

THE "PSDE" (PRIVATE STORM DRAIN EASEMENTS) ARE EASEMENTS RESERVED BY THE UNDERSIGNED OWNER OF THE SUBDIVISION, AND MAY BE GRANTED TO A HOMEOWNERS' ASSOCIATION BY SEPARATE INSTRUMENT.

AND THE UNDERSIGNED HEREBY RESERVES LOT D FOR _____ PURPOSES.

THIS MAP SHOWS OR NOTES ALL EASEMENTS, EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNERS HAVE CAUSED THIS STATEMENT TO BE EXECUTED THIS ____ DAY OF _____ 20__.

ABC CORPORATION, A CALIFORNIA CORPORATION

BY: (*owner's signature*) _____
PRINT NAME: (*insert the owner's name*),
PRINT TITLE (*insert the owner's title*)

Note: When other dedications are required, use this general format for the paragraphs.

c. ALTERNATIVE OWNER'S STATEMENT FORMAT

(THE OWNER'S STATEMENT IS GETTING TOO LONG. THIS ONE IS PROPOSED TO SHORTEN THE STATEMENT MAKING IT MORE CONCISE)

THE UNDERSIGNED, HEREBY STATE THAT THEY ARE THE OWNERS OF ALL

EXHIBIT A

THE LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THIS HEREIN EMBODIED MAP ENTITLED "_____" CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA". CONSISTING OF____SHEETS, THIS STATEMENT BEING ON SHEET ONE THEREOF. THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DO CONSENT TO THE MAKING AND FILING OF SAID MAP, THAT SAID MAP DOES PARTICULARLY SET FORTH AND DESCRIBE ALL PARCELS OF LAND SO RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARY COURSES AND EXTENT, AND THAT ALL PARCELS SO RESERVED FOR PUBLIC PURPOSES ARE INTENDED FOR THE USES AND PURPOSES OF PUBLIC HIGHWAYS AND ARE DESIGNATED "_____ROAD", "_____STREET", "_____COURT", AND " _____BOULEVARD".

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED IN FEE TO THE CITY OF LIVERMORE FOR PUBLIC PURPOSES FOREVER, GRANTING TO PUBLIC USE THOSE PARCELS OF LAND DESCRIBED AS FOLLOWS AND EMBRACED WITHIN THE BOUNDARIES OF THIS MAP.

"_____ROAD", "_____STREET",
"_____COURT", " _____BOULEVARD".

PARCEL "A "AND PARCEL "B", (OPEN SPACE PARCELS) ……. PARCEL "C" (PUBLIC PARK) "ALL LOTS OR PARCELS DEDICATED FOR PUBLIC USE, SHALL BE MAINTAINED BY THE CITY."

LOT "A", A ONE FOOT ACCESS RESERVE STRIP. (TO REVERT TO USE AS A PUBLIC HIGHWAY UPON THE FILING OF A MAP COVERING THE ADJACENT PROPERTY ABUTTING SAID LOT "A".

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER, GRANTING THE RIGHT TO CONSTRUCT, USE AND MAINTAIN THE CERTAIN UTILITIES/FACILITIES

DESCRIBED HEREIN ALONG WITH THE RIGHT TO ENTER SAID PROPERTY AS REQUIRED. THER USE AND PURPOSE IS IDENTIFIED AS FOLLOWS:

PUBLIC UTILITY EASEMENT (PUE)
SANITARY SEWER EASEMENT (SSE)
STORM DRAIN EASEMENT (SDE)
WATER LINE EASEMENT (WLE)
SIDEWALK EASEMENT (SE)
PUBLIC ACCESS EASEMENT(PAE)
LANDSCAPE AND SIDEWALK EASEMENT(LSE)
WALL EASEMENT (WE)
EMERGENCY VEHICLE ACCESS EASEMENT(EVAE)
TRAIL EASEMENT (TE)
RELINQUISHMENT OF ABUTTERS RIGHTS (PRIVATE ACCESS PROHIBITED)***//////***

THE UNDERSIGNED HEREBY RESERVES STRIPS OF LAND AS PRIVATE EASEMENTS AS DESCRIBED AND SHOWN HEREIN, AND AS EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP. THESE MAY BE GRANTED TO THE HOMEOWNERS' ASSOCIATION BY SEPARATE INSTRUMENT. THE MAINTENANCE OF ANY IMPROVEMENTS OR FACILITIES THEREIN SHALL BE THE RESPONSIBILITY OF THE UNDERSIGNED OWNER OR HOMEOWNERS' ASSOCIATION AS APPLICABLE.

PRIVATE STORM DRAIN EASEMENT (PSDE)
PRIVATE SANITARY SEWER EASEMENT (PSSE)
PRIVATE STREETS (LABELED)
ACCESS EASEMENT PRIVATE (AEP)
SIDE YARD ACCESS (SYE)

THIS MAP SHOWS OR NOTES ALL EASEMENTS, EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNERS HAVE CAUSED THIS STATEMENT TO BE EXECUTED THIS ____ DAY OF _____ 20__.

ABC CORPORATION, A CALIFORNIA CORPORATION

BY: (*owner's signature*) _____
PRINT NAME: (*insert the owner's name*),
PRINT TITLE (*insert the owner's title*)

Note: When other dedications are required, use this alternative general format for the paragraphs or the format shown in section 4b.

d. OWNERS, TRUSTEES OR BENEFICIARIES' ACKNOWLEDGEMENT STATEMENT

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 _____, 20_, BEFORE ME, (*notary's name*),
THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED,

(*insert the owner, trustee or beneficiary's name*)

PERSONALLY KNOWN TO ME (OR 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 IF NOT ON A MYLAR)

SIGNATURE: *(signature of notary),*
PRINT: (*notary's name*),
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES:_____

PRINCIPAL COUNTY OF BUSINESS: _____

Note: 66436(B)(c) The seal is not required on maps. Most Notary Stamp Ink is not designed for use on Mylar and therefore smears making the map unrecordable. If no seal is provided, the name of the notary, county of the notary's principal place of business, and the notary's expiration date must be printed below the notary's acknowledgement.

e. TRUSTEE'S STATEMENT (OR BENEFICIARIES STATEMENT)

THE UNDERSIGNED _____, TRUSTEE (BENEFICIARY) UNDER THE DEED OF TRUST RECORDED _____, SERIES NO. _____, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, CONSENTS TO THE PREPARATION AND FILING OF THE MAP AND JOINS IN ALL OFFERS OF DEDICATION THEREON.

XXXXXXXXXXXXXX, A CALIFORNIA CORPORATION

BY: (*trustee or beneficiary's signature*) _____
PRINT NAME: (*trustee or beneficiary's name*),
PRINT TITLE (*trustee or beneficiary's title*)

f. SURVEYOR'S (ENGINEER'S) STATEMENT

THIS MAP WAS PREPARED BY ME UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF OWNER'S NAME _____ ON_____ DATE_____.

I HEREBY STATE THAT THIS TRACT/PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED(VESTING) TENTATIVE MAP, IF ANY, AND IS TRUE AND COMPLETE AS SHOWN.

I HEREBY STATE THAT THE MONUMENTS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN IN ACCORDANCE WITH THE SATISFACTORY ASSURANCE GIVEN BY THE OWNER/SUBDIVIDER ON OR BEFORE__DATE, 20___, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I FURTHER STATE THAT "TRACT/PARCEL MAP XXXX, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA" IS A SUBDIVISION INTO LOTS OR PARCELS OF LAND CONTAINING XXXX (3 DECIMALS) ACRES MORE OR LESS

_____ DATE_____
SURVEYOR/ENGINEER'S NAME,
L.S./R.C.E. XXXXXXX

LICENSE EXPIRES_____DATE_____ (LEAVE ROOM FOR SEAL)

NOTE: THE CITY OF LIVERMORE REQUIRES THAT ALL SURVEYS ARE TO BE BASED UPON A FIELD SURVEY. THE SUBDIVISION MAP ACT DOES NOT REQUIRE THE SURVEYOR'S LICENSE EXPIRATION DATE BUT THE CITY OF LIVERMORE DOES.

g. CITY ENGINEER'S STATEMENT (FOR USE ON FINAL/PARCEL MAPS)

I, (*confirm/insert the current name*), CITY ENGINEER OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "_FINAL/PARCEL MAP XXX__, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE (VESTING)TENTATIVE MAP HAVE BEEN COMPLIED WITH.

(*confirm & insert the current name*), DATE_____
CITY ENGINEER, R.C.E. XXXXX
EXPIRES ON XXXXXXX XX, XXXX
CITY ENGINEER, CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA (*LEAVE ROOM FOR STAMP))*

I, (*confirm/insert the current name*), A LICENSED LAND SURVEYOR FOR THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "_FINAL/PARCEL MAP XXXX,_____ CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

_____ DATE_____

(*confirm & insert the current name*), LS#_____

EXPIRES_____ (*LEAVE ROOM FOR STAMP)*)

h. CITY ENGINEER'S STATEMENT FOR USE ON PARCEL MAP WAIVERS ONLY

I,(*confirm & insert the current name*), CITY ENGINEER OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP XXXX_____, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP (IF ANY) AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. THIS MAP WAS PROCESSED UNDER THE CITY'S PARCEL MAP WAIVER PROCEDURES.

(*confirm & insert the current name*) DATE_____
CITY ENGINEER, R.C.E. XXXXX
EXPIRES ON XXXXXXX XX, 20XX
CITY ENGINEER, CITY OF LIVERMORE (*LEAVE ROOM FOR STAMP))*
ALAMEDA COUNTY, CALIFORNIA

I, (*confirm & insert the current name*) , A LICENSED LAND SURVEYOR FOR THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "_PARCEL MAP XXXX,__ CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

_____ DATE_____

(*confirm & insert the current name*), LS_____

EXPIRES_____ (*LEAVE ROOM FOR STAMP*)

i. COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT (PARCEL MAP WAIVERS ONLY):

PARCEL MAP XXXX CONFORMS WITH THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND WAS PROCESSED IN ACCORDANCE WITH THE SUBDIVISION MAP ACT SECTION 66467 AND 66428(b), AND LOCAL ORDINANCES.

(*confirm & insert the Community Development Director's name*), DATE
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

j. CITY CLERK STATEMENT (FINAL MAPS)

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

I, (*confirm/insert city clerk's name*),CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT THIS MAP ENTITLED "TRACT __XXX_____, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", WAS PRESENTED TO THE CITY COUNCIL OF THE CITY OF LIVERMORE, AT A MEETING THEREOF HELD ON _____ , 20___, AND THE COUNCIL DID BY RESOLUTION NO. APPROVE THE MAP AND ACCEPT ON BEHALF OF THE PUBLIC ALL THOSE PARCELS OF LAND, EASEMENTS, AND OTHER LEGAL INTERESTS IN LAND OFFERED FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER, EXCEPT FOR THE FOLLOWING WHICH THE COUNCIL DID REJECT AT THIS TIME (RESERVING THE RIGHT TO ACCEPT THE OFFERS AT A FUTURE DATE SUBJECT TO GOVERNMENT CODE SECTIONS 66477.2 AND 7050):

SANITARY SEWER EASEMENTS	SIDEWALK EASEMENTS
STORM DRAIN EASEMENTS	EMERGENCY VEHICLE ACCESS EASEMENTS
PUBLIC UTILITY EASEMENTS	LANDSCAPE EASEMENTS
LIST OF STREETS DEDICATED	TRAIL EASEMENTS
WATER LINE EASEMENTS	

(Confirm all offers to be rejected and accepted at a future date comply with the Subdivision Map Act Government Code Sections.)

(If public interests are being vacated and abandoned add the following statement)

NOTE: PER SECTION 66499.20.2, THE FILING OF THIS MAP SHALL CONSTITUTE A LEGAL MERGER AND RESUBDIVISION OF THE LAND AFFECTED THEREBY, AND SHALL ALSO CONSTITUTE THE VACATION AND ABANDONMENT OF ALL PUBLIC STREETS AND PUBLIC EASEMENTS NOT SHOWN ON THIS MAP, PROVIDED THAT A

EXHIBIT A

WRITTEN NOTATION OF EACH ABANDONMENT IS LISTED BY REFERENCE TO THE RECORDING DATA CREATING THESE PUBLIC STREETS OR PUBLIC EASEMENTS, AND CERTIFIED HERETO BY THE CITY CLERK OF THE CITY OF LIVERMORE, AS FOLLOWS:

"TRACT ____. XXX m X" –8/1/23, VACATION OF A PORTION OF ____ STREET "2023-1XXXXX O.R."- 9/12/2004, VACATION OF THE S.S.E. ACROSS – PARCEL Y, XXX M X

IN WITNESS, WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____, 20__.

(city clerk's)_____
Deborah L. Elam (*confirm/insert city clerk's name*),
CITY CLERK AND CLERK OF THE CITY COUNCIL CITY OF LIVERMORE,
ALAMEDA COUNTY, STATE OF CALIFORNIA

(In connection with the above vacation note in the Clerk's Statement, a statement similar to the following should be placed on the individual map sheets affected).

NOTE:
THE FOLLOWING LISTED PARCELS AND EASEMENTS NOT SHOWN ON THIS MAP ARE DEEMED VACATED AND ABANDONED PER SECTION 66499.20.2 OF THE SUBDIVISION MAP ACT:

(LIST PARCELS AND EASEMENTS NOT SHOWN, IF DATA LISTED IS INCOMPLETE SAY "SEE CITY CLERK'S STATEMENT FOR THE COMPLETE INFORMATION").

k. CITY CLERK'S STATEMENT (PARCEL MAP WAIVER)

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 THIS __ DAY OF _____, 20_, BEFORE ME, (*insert city clerk's name*), CITY CLERK, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, PERSONALLY APPEARED __(*confirm & insert Community Development Director's name*)____PERSONALLY KNOWN TO ME TO BE THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF LIVERMORE, AND IS THE PERSON AUTHORIZED BY THE CITY OF LIVERMORE MUNICIPAL CODE TO APPROVE THIS MAP.

I FURTHER CERTIFY THAT THE INTEREST IN ALL OF THOSE PARCELS OF LANDS, EASEMENTS AND OTHER LEGAL INTERESTS IN LAND OFFERED FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER, IS HEREBY ACCEPTED BY THE UNDERSIGNED CITY CLERK ON BEHALF OF THE CITY COUNCIL PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION NO. 1-65 OF THE CITY COUNCIL ADOPTED ON JANUARY 4, 1965.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____ 20__.

NAME (*insert the current name of the current city clerk*)
CITY CLERK AND CLERK OF THE CITY COUNCIL CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA

(NOTE A PARCEL MAP WAIVER IS APPROVED ON A STAFF LEVEL AND DOES NOT GO BEFORE THE CITY COUNCIL; THEREFORE, OFFERS OF DEDICATION CANNOT BE REJECTED. ALSO, NOTE THAT THE CLERK IS FUNCTIONING AS A NOTARY FOR THE COMMUNITY DEVELOPMENT DIRECTOR'S SIGNATURE.)

I. CLERK OF THE BOARD OF SUPERVISOR'S STATEMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

I, ANIKA CAMPBELL-BELTON (*confirm/insert the current name*), CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY CERTIFY THAT CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE IN CONFORMANCE WITH THE REQUIREMENTS OF SECTIONS 66492 AND 66493 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA, AS CHECKED BELOW:

[ ] AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF THE SAID COUNTY AND STATE IN THE AMOUNT OF $___ , CONDITIONED FOR THE PAYMENT OF ALL THE TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE, AND WAS DULY APPROVED BY SAID 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 _____, A.D. 20__.

ANIKA CAMPBELL-BELTON (confirm/insert the current name)
CLERK OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY:
DEPUTY COUNTY CLERK

m. COUNTY RECORDER'S STATEMENT:

(POSITION THIS STATEMENT IN THE LOWER RIGHT-HAND CORNER OF SHEET NO. 1)

FILED THIS __ DAY OF ____, 20__, AT ____, IN BOOK __ OF MAPS AT PAGES_____ ____ INCLUSIVE, RECORDER'S SERIES NO. _____ AT THE REQUEST OF _____.

FEE $_____ PAID

MELISSA WILK *(confirm/insert the current name)*
COUNTY RECORDER IN AND FOR THE COUNTY OF ALAMEDA
STATE OF CALIFORNIA

BY:
DEPUTY COUNTY RECORDER

B. IMPROVEMENT PLAN CHECKLIST

CITY OF LIVERMORE

SUBDIVISION OR PARCEL MAP NO._____

The plans being submitted with this checklist have been checked for conformance to the items of this checklist.

ENGINEERING COMPANY: _____

CONTACT PERSON: _____ DATE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

A complete submittal includes the following in paper copies and a complete electronic copy of submittal transmitted by a link or on a flash drive:

1. One copy of the stamped and approved tentative map.

2. Two copies of the FINAL PLANNING ACTION letter with the conditions of approval attached. Note: The City Planning Division (Phone (925) 960-4450) should be contacted to obtain the approved tentative map and the Final Planning Action letter for planning conditions with the conditions of approval attached.

3. Provide two copies of a matrix of the Final Conditions of Approval that provides information on how applicant has complied with each condition of approval and where it can be found in the submittal.

4. This improvement plan checklist.

5. Two copies of the construction bond estimate.

6. The Improvement Plan Check fee. See current Development Fees for fee schedule.

7. Seven copies of the complete improvement plan which include the following as required:

    a. landscaping and irrigation plans (the irrigation plan is not required until the submittal for the second plan check. With the submittal for second plan check, verification of Design Review/Planning Commission approval must also be submitted),

b. a separate signing, striping and signals plan,
c. grading plan,
d. erosion control plan,
e. construction phasing plan,
f. traffic control plan,
g. cross sections,
h. joint trench plans with a separate street light conduit and wiring plan,
i. sound wall plan.

8. Two copies of the hydrology map.

9. Two copies of the hydrology and hydraulic calculations, which have been signed and stamped by a registered civil engineer licensed in the State of California.

10. Two copies of the stormwater quality checklist signed by the landowner.

11. Two copies of the Zone 7 form signed by the landowner with impervious surface totals matching and consistent with the stormwater quality checklist.

12. Two copies of the stormwater plan, calculations and Bay Area Hydromodification (BAHM) calculations signed by the landowner and signed and stamped by a registered civil engineer licensed in the State of California.

13. Two copies of any storm, water and/or sanitary sewer calculations and mitigations (if required).

14. Three copies of the soil and geotechnical report, signed and stamped by a professional engineer authorized to practice soils engineering in the State of California.

15. Three copies of the geology report or other special reports (if required), signed by a California licensed Certified Engineering Geologist or appropriate licensed professional.

16. Three copies of the Traffic Study (if required), which have been signed and stamped by a registered civil engineer licensed in the State of California.

17. Three copies of the sight distance calculations (if required) that have been signed and stamped by a registered civil engineer licensed in the State of California.

18. Three copies of the Horticulturist Report (if required). A horticulturist report is required for all projects north of I-580.

19. Three copies of the Arborist’s Report (if required).

20. Three copies of the draft Conditions, Covenants and Restrictions (CC&R's), (if required).

21. With the submittal for the first plan check, two copies of the draft Engineer's Report (and assessment diagram) for formation of a Landscape Maintenance District or annexation into an existing Landscape Maintenance District (if required).

22. With the submittal for the first plan check, two copies of the draft Community Facilities District (CFD) draft formation documents and/or Statewide Community Infrastructure Program (SCIP) application or annexation into an existing CFD (if required).

23. Two copies of structural calculations for sound walls and retaining walls, stamped and signed by a registered civil engineer licensed in the State of California.

24. The first plan check should include a sheet showing the public and private improvements and who is responsible for maintaining each of the improvements, including but not limited to the following:

    a. Private Improvements: HOA, COA, private assessment district
    b. Public Improvements: City maintained, public assessment district (CFD, LMD, etc.).

25. Applicant to provide proposed street names by first plan check. Street names will be reviewed and approved by the City. Street names change at all elbows.

26. The first plan check submittal shall include two copies of a plat or sketch drawn to clearly showing the location and rough dimensions of all the required off-site right-of-way and easements corresponding to the submitted improvement plans together with an appropriate title report (the Preliminary Title Report must be dated within the last six months). The plat shall clearly indicate the following:

    ___ a. Name of the property owner(s)
    ___ b. Existing property line and easement lines
    ___ c. Proposed right-of-way or easement lines
    ___ d. Approximate area in square feet of the required dedication

27. If there are three or more off-site dedications required for a project, two copies of a Right-of-Way Acquisition map shall accompany each submittal. This map shall clearly indicate the location of all of the dedications (each of which is labeled with an index number) for the project. A summary table shall be included on the map with the following information:

Index Number	Grantor
APN	Grantee
Type of Dedication	Parcel Size

28. The second plan check submittal shall include two copies of the following items for each dedication:

    ___ a. Irrevocable Offer of Dedication cover sheet

    ___ b. Plat

    ___ c. Legal description

    ___ d. Closure calculations

    ___ e. Preliminary title report

    ___ f. Copies of deeds and easement referenced in title report

    This information shall be submitted in a folder or binder with all of the information for each parcel together and clearly referenced to the index map (if necessary).

29. The submittal information required by number 27 above will be required again until complete. If there are no significant comments from the second plan check on the plats, legal description, or improvement plans and upon direction of the City plan check engineer, the applicant shall submit the fully executed and notarized original documents suitable for recording and one copy of each executed document.

30. The engineer shall either make the appropriate changes to the plans requested by the city on each plan check or provide an explanation as to why the changes are not being made on the plans.

31. A letter responding to each item noted in the city's plan check letters shall be provided with each plan check resubmittal.

32. Any revisions made to the plans by the engineer that were not shown on the previously submitted plan check shall be noted in the letter accompanying the plan check submittal.

Improvement Plan Check List

INSTRUCTIONS: For each item mark an "X" if the plans comply or N/A if the item does not apply. Mark an "R" and attach a written statement for any requested exceptions.

1. General Requirements

___ All construction shall be shown graphically to scale. The use of notes is not a substitute for showing construction graphically.

___ Subdivision Number.

___ Vicinity Map shown on cover sheet.

___ General Notes (see Section 15).

___ City elevation datum and benchmarks used (Certifications of the Monuments and Benchmarks installed as shown on the map and improvement plans shall be provided prior to acceptance of tract and improvements).

___ Legend provided.

___ All sheets (including landscaping and street light wiring plans) 24" x 36".

___ Plans adequate for digital scanning (min 1/8" text, 15% max. shading).

___ Joint trench plans are to be submitted as a separate set with signature blocks for all utilities shown on the plans to sign before encroachment permit is issued.

___ Sheet index and key map on cover sheet for three or more street improvement plan sheets.

___ Adjacent sheet numbers shown.

___ Margin: 1" all around.

___ Sheet No. __ of __ sheets-all sheets numbered consecutively. Sheet numbers are also shown in the sheet index on the first page.

___ North arrow - all sheets.

___ Street Index Map provided.

___ Final approved street names shown.

___ Scale shown on all sheets.

___ Graphical scale required on all sheets.

___ No dark shading/cross-hatching over text. Must be high contrast, suitable for electronic scanning for City's Document Imaging Program.

___ Improvement plan horizontal scale: 1" = 40' (1" = 10', 1" = 20', 1"= 30', also allowed). Grading plans may be at 1" = 50'. Signing and striping plans shall be at 1" = 20' or 1" = 40'.

___ Plan and profiles on all construction (except water profile not required in Cal Water area).

___ All crossing pipelines shown with elevations at crossings.

___ Easements obtained for all off-tract utilities (i.e., sewer, storm and water) and street improvements.

___ Soils Report reviewed and recommendations incorporated into design.

___ Identify permits required from other agencies (Zone 7, Fish and Game, Army Corp of Engineers, Alameda County Public Works, Caltrans). Copies of permits are required before grading plans are approved.

___ Check for conformance with adjacent tracts (grading, drainage, fencing, existing structures, easements, utilities, etc).

___ Scaled systems information provided with the following items on the improvement plans:

Sewers (maintenance holes and sizes)
Storm (maintenance holes, inlets, sizes)
Water (valves, sizes)
Streetlights
Fire hydrants
Public Irrigation controllers

___ Title block on each sheet shall identify the area of work covered on that sheet.

___ Sheet index on sheet 1 (showing all sheets including wall and landscaping plans). Title conforms to title block on individual sheets. The sheet index also shows the numerical page number.

___ The revision block on each sheet shall have a place for City approval and shall only be used for revisions that occur after the City Engineer has signed the plans as approved. (Plan check revisions are not to be shown in the revision

approval block). One column in revision block shows the revision number. The second column describes the change for that revision. The third column provides a space for the City to initial and date the revision.

___ The cover sheet has a master revision table, in addition to the revision block, that summarizes all revisions in the plan set and has a fourth column that shows the sheets that are affected by the various revisions.

___ Field review to ensure existing conditions and problems are reflected on the plans. (i.e., signing, striping, utilities, drainage, structures, etc).

___ Improvement plans reviewed for conformance with "as-builts" for existing adjacent infrastructure.

___ Registered Engineer's signature, number and expiration date on cover sheet, signature and R.E. stamp on each sheet (signed and stamped on cover sheet on final documents only).

___ City Engineer's approval block, R.E. number and expiration date on Cover Sheet and on the first sheet of the grading plans.

___ Street name sign plate legend for public streets per detail at the end of this Development Plan Check Manual. Block numbering assigned by the City during the second plan check.

2. Streets

___ Minimum slope with concrete gutters 0.50% (all else 1%).

___ Maximum street grade 10% on residential and 5% on major streets; cross section in accordance with City Standards.

___ Street crown profile provided within limits of street intersections if either street slope exceeds 3% within the limits of the curb returns.

___ Vertical curves provided on grade changes of 1.0% or more, per Caltrans stopping sight distance (minimum length of 20 feet).

___ As a general guideline, under standard conditions sight distance shall be provided per the Caltrans Highway Design Manual based on the following design speeds:

Local streets = 35 m.p.h.
Collector streets = 40 m.p.h.
Major streets = 50 m.p.h.

___ Widths and location of streets agree with approved tentative map.

___ Applicant to provide proposed street names by first plan check. Street names will be reviewed and approved by the City. Street names change at all elbows.

___ Curb to curb width of street and curb to property line dimension shown at least once each plan view, including adjacent streets.

___ Pavement section design chart provided and checked following Caltrans Highway Design Manual using soils report for "R" values and City Standard ST-11 for traffic index as a minimum unless a higher index has been required by the project Engineering Considerations.

___ Paved turnarounds shall be provided at the end of stub streets over 200 feet in length. They shall be either on-site or off-site. If off-site an easement shall be provided to the City. A cash bond with letter describing why it is being provided shall be provided to the City for future removal of temporary turnarounds.

___ Minimum curve radius of 250' on local streets. Minimum radius of 600' on collector streets. The minimum radius of the inside lane (lane closest to the radius point) for a major street will be based on design speeds using Caltrans criteria. Super-elevation of streets is not permitted without special written permission of the City Engineer.

___ Minimum drainage (cross slope) of 1% from crown to gutter within limits of curb returns, in elbows, and from pavement crowns to lip of gutter at midpoints (at access ramps). Where this drainage can't be provided, all concentrated drainage upstream of intersection shall be prohibited from entering the intersection by location of a storm water inlet at the upstream curb return.

___ The crown of a collector street or a minor street shall intersect a major street at the outside edge of outside lane.

___ The crowns of minor streets or collector streets shall match at centerlines of intersections.

___ Grade breaks of tangents to vertical curves are not allowed (tangent line of curve shall equal slope of projected line for a minimum distance of 30 feet from the BC and EC).

___ Street stationing agrees with distances on final map.

___ Design elevations for widening of an existing street based on street cross sections and sufficient profiles. Submit cross sections at 50-foot maximum intervals to assure proper conform. Cross sections need not be included as part of final plans.

___ Provide sufficient grades and cross sections at ties with existing streets to demonstrate that a proper conform has been provided.

___ Conform new pavement per Detail ST-25A-indicate on plans (25' on minor streets, 50' on major streets).

___ 1-1/2 inch AC Overlay or other treatment of existing streets shall be reviewed by and/or specified by the City Engineer to confirm it is adequate to restore the strength and driving surface of the street after a utility cut. (Typical treatment is a 1-1/2 inch grind and 1-1/2 inch overlay with fabric).

___ Barricade and signing provided at end of stub streets and at end of sidewalks.

___ All walls, including footings, shall be located **outside the public right-of-way on private land** and shall be shown on the street improvement plans in plan and profile (show "stair-stepping" of wall). Show top of wall elevations, bottom of wall elevations, and horizontal location of wall. Structural details of wall and footings shall be shown on plans. Separate building permits are required for all walls and footings.

___ Backing lot wall, and adjacent building pad elevations shall be shown in street profile.

___ Structural calculations shall be submitted to the Building Division for a permit for private backing lot walls and other retaining walls. Structural calculations shall be wet signed and wet stamped by a Registered Civil Engineer with the building permit submittal.

___ Monuments shown per final map locations.

___ Lot lines shown.

___ Streets intersect at 80° to 100° angle. The central angles of intersection return fall within 80° to 100°.

___ On local streets, the centerlines of streets not in alignment must be off set a minimum of 150 feet. On collector streets, the centerlines of streets not in alignment must be off set a minimum of 250 feet. On major streets, the minimum off set must be 250 feet.

___ Decorative pavement conforms to Detail ST-10.

___ Street trees shall be shown with stations on the street improvement plans. (Not on a separate sheet). Street tree types shall be noted on engineering plans (and agree with landscaping plans, if any).

___ Street grades match grading plan grades.

__ Typical street cross sections are shown and all street names labeled. All street cross sections on same sheet. Separate street cross sections provided for a street with more than one street width.

___ "Future Construction" notes <u>are not</u> allowed on improvement plans unless needed to coordinate phasing. If this is the case notes shall be shown faded out. "Existing Construction" shall be shown with dashed lines.

___ When constructing a roadway that will directly connect with an existing roadway of a different width, it is necessary to install a transition between the two. The length of the transition conforms to Caltrans standards.

___ Top of driveway flare has clearance of 4 feet from property line, streetlight, fire hydrant (10' in commercial areas), another driveway flare. Top of driveway flare has clearance of 8 feet from street tree. Top of driveway flare has clearance of 10 feet from curb return (Note: Driveway widths do not include flares).

___ Permanent slope easements provided for streets located in cuts or fills on existing side slopes. Easement to extend a minimum 10 feet below toes of slopes.

3. Curb, Gutters and Sidewalk

___ Top of curb profiles shall be shown (including for cul-de-sac bulbs, knuckles, and for curb returns with vertical curves).

___ Minimum slope = 0.5%; 0.6% on cul-de-sac and curb returns.

___ Top of curb elevations and stations shown at curb returns, grade breaks, BC and EC, vertical curves, lot lines, fire hydrants and electroliers.

___ Maximum elevation difference between curb returns at a single return is 2 feet.

___ Maximum gutter slope at an access ramp is 4% for drainage purposes. If the drainage requirements exceed what is allowed for A.D.A./ CASP requirements the developer shall provide a CASP certified exception for review and approval by the City Engineer.

___ Separate curb stationing provided along the face of curb on knuckles and cul-de-sac bulbs.

___ Curb elevations check mathematically.

___ Valley gutters per Detail ST-16. Valley gutters are only permitted across cul-de-sac entrances and should be avoided if possible.

___ All proposed sidewalks shall be shown on the street improvement plans.

___ Vertical curves used on knuckles, or cul-de-sac bulbs with a grade change exceeding 1.5% (profile provided). Minimum length for a vertical curve or compound vertical curve is 20 feet.

___ Curb return details provided showing return, quarter point, and center point top of curb elevations, vertical curves recommended.

___ Pedestrian walkways provided per ST-30.

___ Sidewalks provided per ST-3 or ST-4.

___ Access ramps shown at each return per Caltrans Standards.

___ Median islands shall not extend into crosswalks.

___ Driveway centerline stations shown on plans. Widths of driveways specified in notes or on plan.

___ Show on improvement plan sheets a “+” at the top of curb at the prolongation of the property lines with a note number. The requirement for a chiseled “+” is included in the General Notes (see Section 15). The “+” is also included in the map checklist to be shown on the map with a bearing and distance to the property corner. A chiseled “+” is considered a witness point in the Subdivision Map Act.

4. Storm Drainage

___ Hydrology/hydraulic study completed in accordance with the City's Facilities Planning Guidelines.

___ Confirm that the watershed map includes drainage areas and stormwater flows from the hillside and streets upstream.

___ System agrees with City's storm drain master plan.

___ Creek or Channel plans submitted by developer to Zone 7 for approval.

___ Creek or Channel plans submitted to Engineering Division for information and review of compatibility with City facilities.

___ Plan and profile shown. Hydraulic grade lines and ten-year flows noted on the Profiles.

___ Lines adequately sized per City's storm drain master plan for ten-year storm and to handle all future upstream development. Hydraulic calculations checked (Minimum pipe size = 12").

___ All lines have adequate cover in accordance with City Standard Detail G-1.

___ All pipes with less than 3 feet of cover from sub-grade must show the type of pipe on the plans (profile view). Pipe type must be per the City's Engineering Design Criteria listed in Section IX of this plan check manual.

___ For Type I Storm Water Curb Inlets between 8 feet to 10 feet deep use Type II Maintenance Hole Base per S-3. For Type II Storm Water Curb Inlets deeper than 10 feet or for pipes larger than 60 inches, provide special engineered design prepared by a licensed Civil Engineer. Special design and calculations submitted for deck transition between maintenance hole base and inlet top.

___ For Type I and Type II Maintenance Holes greater than 20 feet deep or for pipes larger than 60 inches, provide special engineered design prepared by a licensed Civil Engineer.

___ Ten-foot gravel access road provided to all maintenance holes or inlets outside of paved area per Standard Detail S-4. Turnarounds, knuckles, and sufficient turning radii provided.

___ Storm lines located per City Standard Detail ST-12.

___ Check conflicts with other utilities.

___ Actual elevations and locations of existing facilities shown and tied into existing facilities checked.

___ Elevations and distances mathematically correct. All grades and inverts shown on profile.

___ System can easily be extended to serve future development.

___ All drainage channels fenced with 6' high chain link fence per Alameda County Zone 7 standards.

___ Access provided to drainage channels for maintenance equipment.

___ On street drainage does not exceed a maximum gutter run as follows:

Average Street Slope	Maximum Gutter Run
.005	500 feet
.006	550 feet
.007	600 feet
.008	650 feet
.009	700 feet
.010	750 feet
Etc.	Etc.

The maximum gutter run shall not exceed 1500 feet, regardless of street slope.

___ Drainage inlets provided at all low points, with at least two feet clearance from curb returns, five feet clearance from top of driveway flares, five-foot clearance from fire hydrants (City Standard Detail L-3A).

___ Concrete interceptor ditches provided on uphill side of tract to carry all off-tract drainage to a storm drain. Provide necessary easements. For interim conditions, where there is a tentative map approval on the adjacent property or future phase, interim interceptor ditches may be constructed of asphalt. Minimum slope of A.C. or concrete ditches is 0.5%.

___ Maximum distance between storm maintenance holes or inlets shall be 500'.

___ Minimum velocity allowed in pipe is 2.5 feet per second when half full.

___ Hydraulic grade line shown on profile. Minimum top of curb elevations to be 1.25 feet above hydraulic grade line.

___ Field inlet grate elevations 0.75 feet above hydraulic grade line.

___ Storm drains cross other underground facilities at no less than a 45-degree angle, and a 90-degree angle where possible.

___ Pipe sizes fit inlet dimensions. Pipes are not permitted to enter through the corner of a structure. If not, provide detail of special inlet.

___ Beveling of storm drainpipes is not permitted. Curved storm drain pipes must follow allowable joint deflection per pipe manufacturer's recommendations.

___ Private on-site rear drainage system required for lots draining to rear (concrete "V" ditch, etc).

___ Cross section shown for concrete "V" ditches. Provide hydrology and hydraulic calculations for ditches (100-year design storm) demonstrating adequate capacity.

___ Storm lines extended to all tract boundaries.

___ Dead ends plugged.

___ Existing downstream facilities are adequately sized to handle new flows.

___ Cross-sections shown for all drainage/bio-retention swales. Swales are adequately sized to carry design flows. Minimum swale slope is 1%. Maximum slope is 3%. Side slopes shall be 2:1 or flatter.

___ Any sidewalk next to a bio-retention swale shall be setback a minimum of one foot from the top of the slope of the swale. A moisture barrier shall be installed behind the sidewalk 6 inches below the bioretention swale or street section whichever is lower.

___ Elevations shown in profile for all existing underground facilities crossed by new storm drain lines. Existing elevations are verified by design drawings or potholing.

___ Include note that all storm drain lines in the public right-of-way shall be videotaped with audio explanations after installation to confirm they have been properly cleaned and patched.

___ Include note that all storm drain lines in the public right-of-way or public easement shall be videotaped with audio explanations before construction to confirm the condition of the existing line.

5. Stormwater Treatment and Hydromodification Facilities

___ Zone 7 impervious surface form has been submitted and is signed by the owner.

___ Storm water calculation form has been submitted and signed by the owner.

___ Stormwater quality control plan with stormwater treatment calculations is consistent with site hydraulic calculations.

___ Areas of existing and new impervious surface on Zone 7 impervious surface form match stormwater treatment form.

___ Where applicable hydomodification calculations are consistent with both site calculations and stormwater treatment calculations.

___ Stormwater does not pond in the street at a depth greater than 6 inches and overflows have a controlled path to drain to the public stormdrain system and/or are controlled with detention basins, notches in curbs or under walls.

___ Check utility and tree locations to confirm they do not interfere with the function of the stormwater treatment and detention devices.

___ Confirm that the engineered soil needed for water treatment supports the growth of the trees and other landscaping specified in the design.

___ Confirm that the watershed map includes drainage areas and stormwater flows from the hillside and streets upstream. Confirm off-site flows are conveyed around the site if they are not treated with the on-site flows.

6. Sanitary Sewer

___ Sewer study based upon the City's Facilities Planning Guidelines.

___ New lines are adequately sized. Minimum size = 8". Sized to handle all future upstream development.

___ System agrees with City's sewer master plan.

___ Plan and profile shown.

___ All lines have adequate cover. In general, all lines shall have at least 5 feet of cover from finished grade. If it is impossible to provide 5 feet of cover, absolute minimum pipe covers as required by the City's Pipe Design Criteria near the end of this plan check manual.

___ All pipes with less than 3 feet of cover from subgrade must show the type of pipe on the plans (profile view). Pipe type must be per the City's Pipe Design Criteria listed near the end of this plan check manual.

___ All sewer laterals shall have a 4” two-way (residential) or 6” one-way (industrial/commercial) cast iron cleanout behind the curb per City Standard Detail S-5A.

___ Sewer laterals provided to all lots, parks, and school sites.

___ Five foot minimum between sewer/water laterals (City's Standard Detail ST-12).

___ Sewer mains are located at centerline of street on all streets without medians. In streets with medians, sewers should be located in the center of lane next to median. On curved streets, sewer stays a minimum of 5' from the gutter lip. Sewer mains located at least 5' from storm drains.

___ No sewer maintenance holes located in medians.

___ Deep sewer mains may require extra wide easements.

___ Check conflicts with other utilities.

___ Sanitary sewer lines cross other underground facilities at no less than a 45-degree angle, and a 90-degree angle when possible.

___ Ten-foot minimum clearance maintained between parallel water and sewer lines (City Standard Detail G-2A).

___ Elevations and locations at tie in points to existing systems determined by field survey and accurately shown.

___ The system can easily be extended to serve future development.

___ Existing downstream facilities are adequately sized.

___ Elevations and distances mathematically correct - plan and profile shown for all mains.

___ All main lines end at a maintenance hole (rodding inlets not permitted).

___ VCP required in all industrial parks and all lines that serve upstream industrial users.

___ Maintenance holes spaced a maximum of 400' apart.

___ No curved sewers permitted.

___ Velocities maintained between 2 feet per second and 10 feet per second at half full.

8" - .0033 minimum slope
10" - .0025 minimum slope
12” and larger - .0020 minimum slope

___ Sewer mains shall be extended to all tract boundaries. Maintenance holes shall be placed at the limit of tract boundary. Stubs at last maintenance hole shall be 1' long.

___ No connections allowed to existing mains (trunk lines) over 24" in diameter.

___ 0.10' drop at angles through maintenance holes.

___ Pad elevations shall be 1' higher than nearest upstream maintenance hole rim. Otherwise, an overflow device is required for lots without the required pad elevations. Provide details of overflow device on the improvement plans and note which lots the device is required for.

___ A ten-foot gravel access road provided to all maintenance holes outside of paved area per Standard Detail S-4. Turnarounds, knuckles, and sufficient turning radii provided.

___ Laterals with stations shown. Laterals a minimum of 10' from street trees, and a minimum of 2 feet from driveways. Laterals beneath driveways are not permitted (except in cul-de-sac bulbs where compliance with this requirement isn't feasible).

___ Elevations shown in profile for all existing underground facilities crossed by new sewer lines. Existing elevations are verified by design drawings or potholing.

___ Include notes that all sanitary sewer drain lines in the public right-of-way shall be videotaped with audio explanations after installation to confirm they have been properly cleaned and patched.

___ Include note that all existing sanitary sewer drain lines in the public right-of-way or public easements within or near the work area shall be videotaped with audio explanations to confirm the existing condition prior to start of work.

6. Water and Fire Hydrants

___ Water line plan view shown and four-foot minimum depth to top of pipe indicated.

___ Comments from Water Resources Division incorporated in design.

___ Comments from Fire Department were incorporated in design. Fire hydrants located per Fire Marshal's requirements. Fire flow meets Fire Department requirements.

___ Agrees with City master plan.

___ Existing adjacent fire hydrants shown.

___ Fire hydrant spacing maximums:
400' residential
300' industrial and commercial

___ Fire hydrants located on the same side of the street as the water main.

___ Fire hydrants located 4' from driveways (10’ in commercial areas), 5' from water services, sewer laterals, street trees, and the outside edge of storm water inlets.

___ Either Cal Water approves design (in their service area), or valves shall be as follows:

- ___ a. At least every 500' on all mains
- ___ b. Four at cross intersections
- ___ c. Three at T intersections
- ___ d. 8" to be resilient wedge gate valves
  10" and larger to be butterfly valves.
- ___ e. For new fire hydrants in a Cal Water area confirm the connection detail needed to connect to Cal Water system.

___ Air release valves at all high points.

___ Pressure reducing valves installed on individual residences where water service pressure exceeds 80 p.s.i. (noted on plans where applicable).

___ Pressure regulating valves installed between pressure zones.

___ Five foot minimum between sewer/water laterals (City Standard Detail ST-12).

___ For large multi-family development, a backflow preventor may be needed. Check with Water Division to see if a backflow preventor is needed.

___ Water service and meter provided to all lots, park sites, medians, and other public or private landscaped areas. One meter per single family dwelling or condo unit. Apartment buildings are a commercial development and shall have no more than one meter per building.

___ Water lines cross other facilities at no less than a 45- degree angle.

___ Cal Water main locations approved by Cal Water.

___ City water mains to be located approximately 10' from f/c on north and west sides of street (City Standard Detail ST-12) for 40' curb-to-curb width streets, and 8' from f/c for 36' curb-to-curb width streets.

___ Water main angle point monuments and details shown on the plans when location of angle point won't be obvious from location of valves.

___ Size and type of pipe shown.

___ Minimum line size 8".

___ Install one water sampling station for each 75 homes within a subdivision. Each subdivision shall have a minimum of one water sampling station.

___ Blow-offs (City Standard Detail W-5A through W-5C) provided as follows:

- ___ 1. Temporary on any line with future extension
- ___ 2. Permanent on cul-de-sacs where hydrant is not proposed
- ___ 3. All lows points in the line

___ All mains and hydrants are within dedicated right-of-way or easements.

___ Check conflicts with other utilities.

___ Water services a minimum distance of 5' from trees.

___ Details provided where not covered by City Standards.

___ Any details shown on plans conform to City Standards.

___ Thrust blocks detailed where not covered by City Standards.

___ Check soil report and proposed material type (metal pipe or fittings) to see if Cathodic Protection is needed. Cathodic Protections System provided as follows:

___ Requirements shown if tying into existing cathodically protected system
___ New design provided if metallic pipe specified

___ Water mains extended to all tract boundaries.

___ Water services with stations shown.

___ A ten-foot gravel access road provided to all structures (valves, blow-offs, etc.) outside of paved area per Standard Detail S-4. Turnarounds, knuckles, and sufficient turning radii provided.

7. Traffic Sight Distance and Signing and Striping

___ Street name sign provided at each intersection and advance street name signs provided on major streets.

___ Street name sign plate legend filled out properly. Sample plate legend detail is located in Section VI of this Plan Check Manual. City will provide block addresses with the second plan check. (Check South Livermore design guidelines for projects in the South Livermore Valley Specific Plan Area).

___ Speed limit signs installed where appropriate.

___ School signing and markings provided near schools (yellow cross walks).

___ Crosswalks and limit lines shown per City Standard Detail ST-26. Crosswalk installed only where required by the City Engineer.

___ Check crosswalks/public paths in, around and across public streets meet ADA requirements.

___ No stopping signs (R26S) shown on major streets 250'-400' on center both sides, installed only on streetlights poles if possible.

___ R30 sign ("No Parking 12 a.m. to 6 a.m. no exceptions") 250'-400' on industrial streets only.

___ Thermoplastic and reflective markers used for traffic striping. Painted striping not permitted. Skid resistant thermoplastic shall be used for striping within bike lanes and crosswalks.

___ Bike lanes shown per City Standard Detail ST-27 & ST-27B.

___ Separated or Buffered Bike lane signage and legend shown per Caltrans Standards or City Standard Detail ST-27.

___ Appropriate warning signs and markings provided.

___ Transition signing and striping detailed at street tie-ins and widening per Caltrans Standards.

___ Existing signing and striping shown, and modifications or removal shown as appropriate for new conditions.

___ Replacement striping shown on plans in areas receiving pavement overlays.

___ Where a "no outlet" area is being connected to other developments, existing "no outlet" sign removed. Where new "no outlet" area being created, new "no outlet" sign installed.

___ New striping shown in areas of street construction or street overlays.

___ Median R7 signs provided at first median nose (only).

___ One-way signs shown in median opposite driveways and streets where appropriate.

___ Stop signs provided where requested by the City Engineer.

___ Centerline striping provided where appropriate.

___ Streetlight and driveway locations shown on the signing and striping plan (locations must match street improvement plans and systems map).

___ As a general guideline, under standard conditions sight distance for medians and intersections shall be provided per the Caltrans Highway Design Manual based on the following design speeds:

Local streets = 35 m.p.h.
Collector streets = 40 m.p.h.
Major streets = 50 m.p.h.

___ At all intersections, a sight distance triangle shall be provided. The triangle shall be formed between the curb lines extended and the diagonal line joining points on the curb lines that are 40 feet from their intersection. Within the triangle there shall be no sight obscuring wall, fence, sign, foliage (without trimming being required) or berming higher than 30 inches above the curb, or for trees no foliage less than eight feet above the street pavement surface. The signing and striping plan shall show the location of any wall, fence, utility box or other objects which may limit the sight distance within this area.

___ All signing and striping not covered by City Standards shall be per Caltrans current standards.

___ Fire hydrant markers shown on signing and striping plan.

___ Street lighting reviewed, including adjacent lighting that may no longer be needed (Check Downtown Specific Plan Area and Isabel Neighborhood Plan Area Design standards for specialty lighting and connection to power source and that the circuits can carry all the street and specialty lighting loads).

___ Specialty lighting along streetscape is designed to handle the loads.

___ Left turn lane length determined by traffic study based on ultimate traffic volume and deceleration length. Minimum left turn lane length of 50'. Transition taper is 60' for streets with speed limits of 30 m.p.h. or less, 90' for streets with speed limits between 30 m.p.h. and 40 m.p.h. and 120' for streets with speed limits greater than 40 m.p.h.

___ Street barricades shown on signing and striping plans.

___ Sign installed on barricades "This street is planned to be extended" per ST-20B.

___ Traffic control plans for each stage include lighting, signing, striping, barricades, and other traffic control devices as necessary.

___ Low ground cover and small shrubs only (less than 30" height when full grown) within the "sight distance triangle".

___ Planting in medians does not obstruct line of sight for traffic traveling at design speeds (minimum unobstructed line of sight provided at all locations per Caltrans Highway Design Manual - Section 405.1). Obstruction is defined as an object higher than 3 feet above the level of the edge of pavement of the adjacent street within the sight distance triangle. Trees shall be trimmed (to the trunk) to a line at least 8 feet above the level of the intersection or center of the street.

8. Traffic Signals

___ Traffic signals shown where required.

___ Emergency Vehicle Pre-emption equipment shown per Fire Department requirements and specified as compatible with existing City equipment.

___ Street name signs mounted on pole mast arms and meet current City Standards.

___ A copy of technical provisions by the City for signal design and installation has been used. Special provisions reprinted on improvement plans.

___ 3" minimum signal interconnect conduit with fiber optic cable and pull boxes at 200’ intervals provided.

9. Street Trees

___ Approved street tree species shown in the improvement plans per conditions of approval and Planning Division. Raywood Ash and Moraine Ash trees not permitted.

___ Trees located 5' from water services and fire hydrants, 8' from sewer laterals, 8' from driveways, and 20' from streetlights and from curb returns (when there is separated sidewalk).

___ Street trees shown and stationed on the street improvement plans.

10. Landscaping

General Requirements:

___ Horticulture report provided with first submittal of landscape plans (where appropriate – North of I-580).

___ Scale of plans is 1"=20' or 1"=10'.

___ 12" wide concrete divider strips provided at project boundaries, planting limits, or between public and private maintenance boundaries per Detail L-15.

___ Water barrier included in cost estimate. Water barrier per Standard Detail L-1.

___ Note provided stating that all landscaping, irrigation, and construction shall conform to the "City of Livermore Engineering Division Standard Details and Specifications".

___ Planning Division has notified Engineering that planting plan meets Planning requirements.

___ Above ground utility boxes (transformers, etc.) shown and labeled on landscaping plans by the second plan check. Location/spacing of plants shall meet utility box clearance requirements and planning division screening requirements of utility boxes.

Landscape Grading:

___ Maximum slope of 3:1 in groundcover or shrub areas.

___ Minimum of 1 foot level area in front of walls, 2-foot level area behind walls, and 3-foot area behind sidewalk sloped at 2%.

___ Maximum slope of 4:1 in turf areas.

___ Minimum slope of 1% in paved areas.

___ Minimum slopes of 2% in planted areas.

___ No drainage pockets or depressions.

___ All areas drain away from foundations of buildings.

___ Minimum swale slope of 1%.

___ Landscaped areas graded to drain away from sidewalks (except in backing lot areas where drainage must be to the street).

Planting:

___ Planting materials appear in the City Standard Details and Specifications, or else are approved by the Engineering Division.

___ Planting conforms with Conditions of Approval.

___ Chart showing botanical name, common name, size, and class of planting (tree, shrub, or groundcover) provided on plan. Plants agree with recommendations of horticulture report (if required).

___ Square footage of planted areas and turf areas clearly shown on the plans, subtotaled by backing lot landscaping and by median landscaping.

___ Street tree varieties shall conform with conditions of approval.

___ Minimum street tree size is 24" box.

___ Minimum shrub size 5 gallons.

___ Ground cover size 1 gallon or flats.

___ Trees within six feet of paved areas have root deflectors.

___ Note provided stating that the contractor shall provide maintenance of all plants and planted areas for a period of 120 days after acceptance by City inspector.

___ Street trees 20' minimum from standard streetlights.

___ Street trees 15’ minimum from decorative streetlights.

___ Street trees 8' minimum from sewer laterals.

___ Street trees 5' minimum from water laterals.

___ Street trees 8' minimum from driveways.

___ Street trees 20' minimum from curb returns (10' minimum from curb returns in residential areas with monolithic curb, gutter and sidewalk).

___ Plantings do not impair required sight distance at intersections and driveways.

___ Trees do not interfere with existing overhead power lines.

Irrigation:

___ Irrigation service points (power connection to be shown on irrigation plans and streetlight plans).

___ Project coordinator to obtain street addresses to all irrigation controllers and water meters prior to plan approval.

___ Proper backflow prevention devices specified.

___ WELO calculations are provided on plans: 1) Service pressures shown at water meter on plans 2) Plans show flow rates in G.P.M. and precipitation rates in inches per hour, 3) Adequate pressure provided at each sprinkler to maintain "head-to-head" irrigation.

___ Head-to-head sprinkler spacing (second sprinkler located within radius of spray of first sprinkler). Sprinklers shall be located in a triangular arrangement.

___ Areas in different exposures and containing plants with different requirements irrigated on different circuits by different valves.

___ In developments where the backing lot areas are within a Landscaping Maintenance District, and medians are maintained by the City, two separate irrigation and electrical systems shall be provided.

___ Lines crossing cross at a minimum angle of 45 degrees.

___ Sleeves provided at all crossings through concrete, pavement, or masonry. Sleeves shall be Schedule 40 P.V.C. and twice the size of irrigation pipe.

___ Quick Coupling Valve provided per 200 linear feet of planting area, or at each median.

___ Irrigation pressures checked. Minimum service pressures as called for in nozzle charts provided. (Check pressure losses through water meter, backflow preventer, pipe, and valve for valve farthest from irrigation source).

___ Irrigation for medians and backing lot areas on separate water meters (for those areas where medians will be maintained by the City, and the backing lot areas will be maintained by a Landscaping and Lighting District).

Irrigation Materials:

___ Remote controllers per City Standard Specifications provided to operate remote control valves.

___ Controller selected which will operate correct number of valves.

___ Where irrigation heads are more than 200' from the controller, remote control units shall be provided per City Standard Specifications.

___ Sprinkler heads shall be per City Standard Specifications.

___ Pop-up only sprinklers.

___ All irrigation pipes shall have sizes shown on plans. Pipe types must be per City Standard Specifications.

___ Backflow Preventer provided at water meter per City Standard Specifications (within 5' from water meter).

___ Provide proper controllers (per City Standard Specifications) to operate actual number of valves.

___ Project coordinator to request address for meter locations.

___ Low trajectory nozzles used in median islands to minimize street runoff.

___ Separate valves and water meter for each phase of landscaping.

Walls:

___ All walls including foundations shall be located on private property out of the public right-of-way.

___ For major streets, two feet of berming against 8-foot-high walls on the street side of the wall, or 6-foot walls on 2-foot berms. (Top of walls at least 8 feet above adjacent curb, and 7 feet above pad, with only 6 feet of exposed wall on the street side).

___ For collector streets, top of backing lot wall is 6 feet above highest adjacent grade (at least 6 feet above adjacent curb and 6 feet above pad).

___ Reduced allowable soil bearing pressures reflected in structural calculations for sound walls located above slopes or on berms. Alternatively, one additional foot of pier depth provided.

___ Plans submitted to Building division for walls requiring structural review. A special inspection may be required during construction.

___ One wall design maintained between natural breaks such as streets.

___ Walls, including grades, and stations shown in plan and profile view on the street improvement plans.

___ Backing lot walls meet articulation requirements as shown on Standard Detail L-17.

11. Trails/Bikeways

Trails and bikeways shall be designed in accordance with the City of Livermore's Active Transportation Plan.

Trails and bikeways that are to be owned and maintained by the Livermore Area Recreation and Park District shall be reviewed by the City of Livermore and the Park District. Park District standards may be required in the design and the plans shall be signed and approved by the Park District.

___ Trail shall be a minimum width of 10 feet of asphalt with 2-foot graded shoulders on both sides.

___ The minimum design speed for trails shall be 25 mph except when steeper than 4% and longer than 500 feet the minimum design speed shall be 30 mph.

___ The design of the trail as it relates to horizontal alignment, super-elevation, stopping sight distance, vertical alignment, and drainage shall conform to the Highway Design Manual Chapter 1000.

___ The design of the trail as it relates to desired cross-section, vertical clearance, structural sections, edge details, treatments at roadway crossings and signing and striping should conform to the Active Transportation Plan.

___ Trail plans must indicate sufficient pavement section at points where vehicular traffic crosses trail.

___ Trail plans must show drainage provisions.

___ Trail plans must show limits of grading around trail.

___ Provide all easement documentation for the dedication and construction of trail segments. These may include but are not limited to trail easements, temporary construction easements, slope easements, public utility easements or access easements. Public utility easements must indicate responsibility of trail repair should utilities be repaired.

___ Provide structural sections for AC pedestrian and decomposed granite paths.

___ Trail plans must show an adequate number of cross sections to describe the changes in trail section in respect to changes in terrain and edge of roadway conditions (i.e., meandering around trees, utility poles, obstructions, grade changes, right-of-way conditions, utilities).

___ Trail plans must show the merging of the two trail sections where the trail crosses public streets.

___ Trail plans must incorporate driveway access to existing homes, businesses and E.V.A.'s where appropriate. These types of crossings must be able to support appropriate vehicle loads. The plans should also clearly delineate and provide appropriate signage for these types of trial crossings.

___ Trail plans to include appropriate signing and striping plans.

___ Trail plans are to include landscape plans with appropriate irrigation plans as well.

___ Trail plans are to include a list of appropriate plant materials that are drought resistant and that do not have invasive roots or thorns.

___ Trail plans must show how the trail connects to existing paths, sidewalks or trails.

___ Irrigation plans must include the location of the water service, irrigation controller, electric service and possible phone service.

___ Trail plans must include erosion control measures.

___ Where the trail runs close to or traverses PG&E tower easements, plans are to show anti-tower climbing provisions.

____ A letter addressing all comments must be provided with the trail plans. The letter must state how each comment was addressed, including the sheet number that shows the correction.

12. Streetlights

___ Streetlights located and spaced per City Standard Detail ST-14B. Verify with Traffic Engineer the model number of streetlights to be used. Incorporate model number into the plan set as streetlight model to be used.

___ Minimum of one streetlight at each intersection and at the throat of every cul-de-sac.

___ Adjacent existing lights are shown on improvement plans and on signing and striping plan.

___ Streetlight and street light box locations shown with conduit to proposed PG&E service point.

___ Wiring design by an Electrical Engineer. Street light wiring diagram must be included in the improvement plan set and listed in the index of sheets. Review wiring diagram and conduit runs to make sure they match Joint Trench Plans.

___ Streetlight numbers assigned by PG&E and shown on plans shall match streetlight numbers shown on Joint Trench Plans.

___ Irrigation controller with wire run and service point shown on plans.

___ Public streetlights are not metered. Ensure joint trench and streetlight plans reflect power coming from PG&E secondary box and not a power meter for all public streetlights.

13. Grading Plan

___ Appropriate construction notes repeated on grading plan sheets.

___ Truck haul route (per conditions of approval) shown on grading sheets.

___ Stormwater/Water Quality Control/Storm water treatment requirements and best management practices are noted and shown on plans.

___ Compare grading plans with stormwater water quality control/treatment plans and calculations to make sure the proposed stormwater treatment devices are sized and shown at the correct locations on the grading plans.

___ Existing surface and subsurface structures, buildings, wells, and trees (to remain or be removed) shown on grading plan.

___ Existing contours shown (both on-site, and off-site for a distance of 50 feet beyond the project).

___ Provide spot elevations at each corner of the project boundaries and adjacent properties and top of curb elevations at all lot corners abutting streets.

___ Retaining wall provided if grade discrepancies at grading boundary exceed 6 inches. Wall detail provided.

___ In hillside areas terracing, interceptor ditches, and building pad setbacks from toes of slopes provided per the latest City adopted U.B.C. requirements.

___ Retaining wall locations (stationed) are fully inside of private property, including the foundation. No retaining walls or foundations shall be in the public right-of-

way. Top and bottom of wall elevations dimensioned or noted on plans. Details of retaining walls shown on plans shall match the structural plans and calculations. Structural calculations and details shall be submitted by a registered civil engineer. All structural calculations and details shall be reviewed by the Building Division.

___ Method of drainage behind retaining walls shown in detail and on plan (subdrains and drainage locations). If overland release is needed through a retaining wall, retaining wall shall be designed so opening is large enough to pass the flows needed to provide the overland release.

___ Make sure drainage on grading plans entering into treatment devices matches drainage management area on stormwater quality control/treatment plans.

___ Ensure that plans provide overland release to city public storm drain system. Maximum ponding before overland release should not exceed top of curb elevation.

___ All high points shall have an overland drainage release to the public street. The maximum elevations of the high points shall not exceed the elevation of adjacent properties and/or the elevation of 6 inches below the finished floor of the building structure.

___ All lots drain positively to street frontage with minimum 1% slope (direction of drainage swale shown with arrows). Proposed grades shown at rear property corners and existing grades on adjacent lots.

___ Pads drain 2% min. away from building foundation (for 10 feet and 1% after that to meet building code requirements) to swale high points.

___ Maximum slope 2:1 on all cuts and fills; 3:1 maximum slope in planted areas; 4:1 maximum slope in turf areas.

___ Longitudinal slope along asphalt roadways and landscape areas shall be a minimum of 1%.

___ Longitudinal slopes across concrete surfaces including sidewalks and gutter flowlines shall be a minimum of 0.5%.

___ Maximum driveway slope is 15%.

___ Slope of 2% for 3 feet behind back of sidewalk.

___ Stormwater drains away from backing lot walls to street at a minimum slope of 2%.

___ Pad elevations shall be 1' higher than nearest upstream maintenance hole rim. Otherwise, an overflow device is required for lots without the required pad elevations. Provide detail of overflow device on the improvement plans and note which lots the device shall be installed.

___ All area drains placed at low points along swales.

___ Street grades (elevations, slopes, and property line stations) shown and match street improvement plans.

___ Pad elevations shall be shown on all plans.

___ All cut and fill quantities shall be shown on plans.

___ If the property is in the floodplain consult the City of Livermore Floodplain Manager. Flood hazard zones are delineated as AE and shaded X.

___ Notes and details on grading plans shall include requirements in environmental permit conditions.

___ Storm Water Pollution Prevention Plan (SWPPP) has been prepared and/or a permit under the Regional Water Quality Control Board General Construction Permit has been issued with a WDID number.

___ Name of Qualified Stormwater Developer (QSD) and Qualified Stormwater Practitioner (QSP) with telephone number are printed on the plans along with WDID number.

___ Owner who is “Legally Responsible Party” has delegated data entry to QSD/QSP in the field so they can enter stormwater data during construction. If development is on City owned land, such as the Airport, the “Legally Responsible Party” is the City Manager.

___ Soils engineer wet stamps and signs <u>original</u> grading plan to indicate plan conformance with recommendations of soils report.

___ No grading within drip lines of existing trees to remain. Provide a tree protection fence at the drip line of every existing tree to remain prior to start of grading operation.

14. Erosion and Sedimentation Control Plan

___ Interim rough grading plan (no storm drain) shall show method of sedimentation control and erosion control during grading and construction of public works improvements shown.

___ Final grading plan (with storm drain) showing details of specific measures to be constructed on-site or off-site to prevent surface erosion and/or deposition of sediment in City storm drains and in channels.

___ Interim and final erosion and sedimentation control plans in conformance with the latest edition of the Erosion and Sediment Field Manual published by the San Francisco Regional Water Quality Control Board (SFRWQCB) and/or latest edition of the "CASQA Construction Best Management Practices Handbook" in conformance with the General Construction Permit including but not limited to the following:

___ Fiber rolls (sediment logs or wattles) provided at base of all slopes adjacent to public rights of way.

___ All slopes higher than 2' and steeper than 10% shall be protected from erosion (example: hydro mulching). If hydroseeding, provide specifications in the notes and on the plans (blown straw with tackifier, 2000 lbs./acre).

___ Check dams provided at every two-foot change in elevation along drainageways (such as gutters or swales), both before and after paving.

___ Materials for erosion and sedimentation control stored on-site.

___ Calculations for sediment basins (required for drainage areas larger than one acre) checked in accordance with RWQCB General Construction permit requirements.

___ Other appropriate measures in accordance with RWQCB General Construction permit requirements and best management practices incorporated into plan.

___ All erosion and sedimentation control measures on plans are consistent with SWPPP submitted to RWQCB and General Construction permit requirements.

15. General Notes

___ All of the following notes included in the following sequence in general note listing on first or second sheet of improvement plans, as applicable.

a. All construction shall conform to the latest City of Livermore Standard Details and Specifications.

b. BENCHMARK: The City monument at _____.

c. Truck Access and Haul Roads
Access to the development by construction equipment, material delivery and other heavy loads shall be limited by the developer to the following route:

(Insert route here)

Such heavy loads will not be allowed on existing residential streets in the vicinity of the development. The wheel loading on the above routes shall not exceed state load limits. Excessive trips are subject to a City roadway impact fee determined by the City to compensate for excessive wear and tear on the roadway.

d. A chiseled "+" mark shall be cut into the top of curb at the prolongation of the property lines. A chiseled "+" mark is considered a witness point per the Subdivision Map Act.

e. Finish grade profile represents the top of curb.

f. All lot fills shall be done in conformance to the Soils Engineer's recommendations. See the soils report dated _____ by Company.

g. Any existing wells encountered shall be abandoned and sealed per Alameda County Zone 7 requirements.

The contractor is responsible to notify all utilities 48 hours prior to any excavation so that their lines can be marked. Those to be notified include, but may not be limited to:

a. Underground Service Alert - 811
b. PG&E, SBC, AT&T, Comcast/Xfinity Cable, California Water Service Company, Zone 7 and the City of Livermore.

i. Any deviations or changes in these plans without official approval of the design engineer shall absolve the design engineer of any and all responsibility of said deviation or change (optional).

j. The surveyor shall be notified 48 hours in advance of when field staking is to be required.

k. Compaction tests will be performed on all trenches and street work to verify that compaction conforms to City Standards. The initial test and one re-test will be performed by the City (24-hour notice required). All additional testing will be at the Developer's/Contractor's expense.

l. All work adjacent to the existing pavement section shall be butt up to full existing section. Where a full section is not encountered, continue removal of additional pavement until a full section is found. See City Standard Detail ST-25.

m. If the pavement resurfacing extends to the intersection, it shall continue through the intersection.

n. Monuments shall be installed at locations shown on the final map in accordance with the City Standard Detail ST-13 and in accordance with City Specifications.

o. If a road is not shown on a final map with the monument locations, and is constructed or reconstructed, resurfaced or otherwise modified such that the existing monuments are destroyed or altered, a record of survey is required to set or reset new monuments.

p. The street light facilities shall not be installed until the Developer has provided Joint Trench Plans approved and signed by PG&E.

q. Street trees to be planted at each lot prior to occupancy.

r. Mailbox location and specifications shall be approved by the City and the Post Office. Mailboxes shall be installed in accordance with Post Office requirements.

s. All pipe grades shown as flow line elevations.

t. One 4" sanitary sewer lateral and cleanout shall be installed to each single family residential lot at locations shown on the drawings and an "S" stamped on the face of curb above the lateral (for residential).

u. One 6” sanitary sewer lateral and cleanout shall be installed to each building (for commercial). An “S” stamp is not needed when a manhole is provided to delineate public/private property.

v. A City-approved overflow device shall be installed on the sewer laterals of the following lots:_____.

w. All water lines shall have a minimum cover of 48".

x. Developer/Design Engineer to submit a schedule for water system thrust blocks per City Standard Specifications.

y. A certified CASp Specialist shall inspect all public ADA improvements and certify that they comply with the CASp certified design as shown on these improvement plans. Pedestrian improvements include but are not limited to

new trails, walkways, sidewalks, accessible ramps, connections between existing and new pedestrian improvements, and modifications to existing pedestrian improvements within or adjacent to the project site, as shown on the approved plans.

In California Water Service Co. Area

All construction on the water system shall be per Cal Water details and standards and will be subject to final inspection and approval by Cal Water and the City of Livermore

a. One water lateral shall be installed to each lot and a "W" stamped on the face of curb above the lateral.

b. Whenever possible, sanitary sewer laterals cross under water mains. If not possible, special approval from Cal Water and the State is required.

c. Fire hydrants and valves shall be per City Standards. Pavement markers shall be installed at each fire hydrant location per City Standard Detail W-1.

d. All fire hydrant installations will be subject to approval by the Fire Chief. Flow testing by the Fire Department will only be made at the request of the Construction Inspector at such time as all work in the water supply system has been completed.

e. Two weeks prior to beginning any work on existing streets, contractor shall install advance warning signs (C18 and C13) per the traffic control plan

f. Traffic Control and considerations for pedestrians and bicyclists shall be provided in accordance with the approved traffic control plans and with the Caltrans " California Manual on Uniform Traffic Control Devices" current edition. Failure to comply may result in immediate stoppage of work until the proper traffic control is in order.

g. The developer/owner shall have a job superintendent or a designated responsible representative on the job site anytime work is in progress during the construction of the project. The developer/owner shall advise the City Engineer whom the designee is in writing. The notice shall include an emergency notification phone number. The City shall be advised in writing if there is to be a change in job-site representative.

h. A pre-construction meeting of all the contractor's representatives involved in the project shall be held by the City Inspector prior to the start of construction at the request of the City of Livermore City Engineer.

i. The design engineer shall provide "as-built" drawings for installed traffic signals within fourteen (14) calendar days of traffic signal turn on. Failure to do so shall result in immediate halt to all subdivision construction, and no additional occupancies being granted by the City.

Add additional general notes as required or desired. Examples listed below:

Construction contractor agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and construction contractor further agrees to defend, indemnify and hold design professional harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of design professional.

Permits shall be obtained whenever the work comes under the jurisdiction of any of the following agencies. After permit is obtained, the agency must be notified prior to work being done as required in the permit:

***** SHOW ONLY THOSE THAT APPLY *****

Alameda County Road Department, 399 Elmhurst Street, Hayward, CA 94544 Phone: (510) 670-5480

Caltrans, 111 Grand Avenue #300, Oakland, CA 94612 Phone: (925) 926-6112

Alameda County Flood Control and Water Conservation District, Zone 7, 100 North Canyons Parkway, Livermore, CA 94551 Phone: (925) 454-5000

City of Livermore, Engineering Division, 1052 South Livermore Avenue, Livermore, CA 94550 Phone: (925) 960-4500

City Encroachment Permits required for joint trench and California Water Service Company improvements.

(Permits may also be required by affected Railroad Companies or other utility companies. List these).

(Permits may also be required by affected resource agencies such as Fish and Game, Army Corps of Engineers, Cal/OSHA. List these).

a. In industrial areas, all sanitary sewers shall be extra strength VCP.

b. Channel construction shall conform to Alameda County Flood Control District Zone 7 Standards and as shown on these plans.

c. Contractor shall provide samples of median hard surfacing for City approval per the Specifications.

d. All property lines shall be marked with an indentation, a chiseled +", in the face of curb.

e. Developer shall provide the following to the City prior to tract acceptance for maintenance:

i. A Monument and Benchmark Certification of all installed monuments from the surveyor. Note on the plans the benchmark these monuments are based upon. Project Coordinator to verify these monuments elevations are added to the City benchmark book.
ii. An elevation certification of all pads from the surveyor.
iii. A certification (final soils report) from the soils engineer stating that all grading has been completed in accordance with the recommendations of the preliminary soils report.
iv. Development Street Inventory for new public streets (see Section VI).
v. A FEMA elevation certificate for all buildings in or adjacent to a floodplain.

f. The street structural sections shown on the plans are preliminary only. Final structural sections will be determined based on actual "R" value tests in the field following Caltrans flexible pavement design criteria.

g. Construction, Demolition and Debris Operations – Must be managed in accordance with building division and RWQCB permit requirements. Wastewater generated during construction shall not be discharged to the storm drain system. This includes waste from painting, sawcutting, concrete work, etc. The contractor shall make arrangements to eliminate discharges to the storm drain system and, if necessary, provide an area for on-site washing activities during construction. Materials which could contaminate storm runoff shall be stored in areas which are designed to prevent exposure to rainfall and to not allow storm water to run onto the area.

h. Pavement cleaning - Flushing of streets/parking lots to remove dirt and construction debris is prohibited unless proper sediment controls are used. Preferably, areas requiring cleaning should be swept.

i. Storm Drain Inlets - Storm drain inlets shall be marked with a Brass Plaque with the following statement: "NO DUMPING, DRAINS TO BAY". Brass Plaque may be obtained from the Water Resources Division of the Public Works Department.

j. Erosion and sedimentation control measures shall be implemented in accordance with RWQCB General Construction Permit.

k. A City Transportation Permit is required for oversized loads. Contact the City of Livermore Engineering Division at (925) 960-4500 for permit.

The following notes shall be on both the grading plans and the street improvement plans:

a. During grading operations, the contractor shall implement dust control measures both on-site and on the haul route, including (list actual haul route street names). Streets shall be swept a minimum of two times a day or as required by the City Engineer.

b. All grading shall be in accordance with the Storm Water Pollution Prevention Plan prepared by the developer per the Notice of Intent on file with the State Water Quality Control Board.

c. Submit City of Livermore Development Street Inventory Form prior to pre-construction meeting.

d. Developer is limited to working Monday through Friday, excluding City-observed holidays, between the hours of 7:00 a.m. and 3:30 p.m., or as authorized in writing by City ("Work Hours"). City reserves the right to charge Developer for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in the overall schedule, including reimbursement of unexpected costs incurred for inspection, testing, and construction management services.

16. Improvement Plan Signature blocks

a. Plans prepared by City of Livermore staff:

PREPARED UNDER
THE DIRECTION OF:

_____ _____

(INSERT NAME) DATE
CITY ENGINEER
R.C.E. XXXXX EXPIRES XX/XX/XX

(RCE stamp required – provide sufficient space for stamp)

b. Plans prepared by outside consultants:

CITY OF LIVERMORE
APPROVED BY:

_____ _____
(INSERT NAME) DATE
CITY ENGINEER
R.C.E. XXXXX EXPIRES XX/XX/XX

(RCE stamp required – provide sufficient space for stamp)

Outside consultant's signature block:

(COMPANY NAME)

_____ _____
(INSERT NAME) DATE
(INSERT TITLE)
R.C.E. XXXXX EXPIRES XX/XX/XX

(RCE stamp required – provide sufficient space for stamp)

c. Plans prepared by the developer's engineer:

APPROVAL OF THESE PLANS DOES NOT RELEASE THE DEVELOPER OF RESPONSIBILITY FOR CORRECTION OF MISTAKES, ERRORS, OR OMISSIONS CONTAINED THEREIN. IF DURING THE COURSE OF CONSTRUCTION OF THE IMPROVEMENTS PUBLIC INTEREST REQUIRES A MODIFICATION OF OR A DEPARTURE FROM THE SPECIFICATIONS AND DETAILS OF THE CITY OF LIVERMORE OR THESE PLANS, THE CITY ENGINEER SHALL HAVE THE AUTHORITY TO REQUIRE SUCH MODIFICATIONS OR DEPARTURE AND TO SPECIFY SUCH MODIFICATION OR DEPARTURE AND TO SPECIFY THE MANNER IN WHICH SAME IS TO BE MADE.

APPROVED AS TO DESIGN ONLY BASED ON INFORMATION SUBMITTED HEREON.

APPROVED FOR THE CITY OF LIVERMORE:

_____ _____
(INSERT NAME) DATE
CITY ENGINEER
R.C.E. XXXXX EXPIRES XX/XX/XX

Developer's Engineer's signature block:

(COMPANY NAME)
PREPARED UNDER THE DIRECTION OF:

_____	_____
(INSERT NAME)	DATE
DEVELOPER'S ENGINEER	
R.C.E. XXXXX	EXPIRES XX/XX/XX

(RCE stamp required – provide sufficient space for stamp)

d. CASp Statement to add to all Public Improvement Plans:

The design for all pedestrian improvements within the public right-of-way and public easements as shown on these approved plans have been reviewed by the undersigned and found to comply with the following applicable regulations: American with Disabilities Act (ADA) requirements, the Public Rights-of-Way Accessibility Guidelines (PROWAG), the requirements found in Chapter 11B of the latest City Adopted California Building Code. In addition, all design exceptions shown on these approved plans that cannot meet the above listed applicable standards have been reviewed by the undersigned and are recommended for approval.

Name: _____

Signature: _____

CASp Certification Number: _____

C. GRADING PERMIT PRIOR TO MAP APPROVAL CHECKLIST

___ Confirm the subdivision improvement plans, including grading plans and erosion control plans, have gone through two or more plan checks through Engineering (including Planning and Building via Engineering). This review includes sound walls and retaining walls that might be on private property.

___ Interim erosion and sedimentation control plans must be complete.

___ There are no unresolved issues affecting grading or drainage, such as effects upon off-site drainage or adjacent property owners.

___ All necessary permits and approvals have been obtained from other government agencies such as California Department of Transportation (Caltrans), Alameda County Flood Control and Water Conservation District (Zone 7), Department of Fish and Game, U.S. Army Corps of Engineers, and Alameda County Public Works.

___ All necessary off-site easements or rights of entry to conduct grading have been obtained.

___ Drainage study is complete and approved, with a stamped and signed copy placed in the project file.

___ Projects that propose to rough grade two or more phases simultaneously must have complete improvement plans checked for all phases to be graded as discussed above.

___ Inspection fee and grading fee is calculated and developer is informed of the cost for the permit.

___ Risk Manager has determined the insurance needed and the insurance certificate has been uploaded and approved in PINS.

___ Prepare grading permit and letter agreement for corrective grading.

___ Provide letter agreement for corrective grading to developer to sign and return with cash bond in the amount of $10,000 or 10% of cost of rough grading and erosion control on the project whichever amount is greater.

___ Notify developers design engineer to bring in the original grading plans and erosion control plans for final review, approval and signature.

___ Return original signed grading plans to developer and request developer's design engineer to submit the following directly to engineering:

a. Three full size sets and three half size sets of the approved and signed grading and erosion control plans.

b. Insurance certificate (in accordance with subdivision requirements).

c. Corrective cash grading bond for corrective grading of the site and implementation of erosion control measures based on a City approved estimate (if prior to final map approval). Except in unusual circumstances, this amount is $10,000.

d. A letter agreement by which the City could use the cash bond for corrective grading has been submitted (see attached sample letter agreement).

e. Completed grading permit application form.

f. For projects involving channels, FEMA's Conditional Letter of Map Revision has been issued by FEMA.

g. For projects adjacent to a channel, FEMA's Elevation Certificate has been completed and signed and stamped by a registered California land surveyor.

h. Copy of Notice of Intent and WID number to verify compliance with the State Regional Water Quality Control Board general permit.

i. Copy of application fee sent with Notice of Intent.

j. Statement from developer of the location of the proposed receiver site of soil spoils, soil export, and other building or construction debris, and the proposed haul route (if there is export).

___ Grading Permit submittal with the items listed above is received.

___ Insurance certificate submitted to Risk Management through PINS and approved.

___ Corrective Grading Bond Agreement reviewed for completeness and accuracy.

___ Two full size and two half size copies of the grading plans submitted to the Construction Section Supervisor and one copy kept in the Engineering file.

___ Work with Construction supervisor to schedule pre-construction conference.

___ Attend Pre-construction conference

D. BOND ESTIMATE CHECKLIST (Note to Developers/Design Engineers:

The City of Livermore has approved unit prices for bond estimates. (Ask the project coordinator for the latest version)

Note: A separate estimate shall be prepared for items that will be eligible for credits or reimbursements under the City's Traffic Impact Fee Program.

a. Grading

___ Clear and grub

___ Demolition of existing infrastructure

___ Tree removal and preservation

___ Rough grading

___ Fine grading (R.O.W.)
___ Retaining Walls
___ Fine Grading of Lots
__ Erosion Control
___ Stabilized construction entrance(s)

b. Street

___ Pavement and base
___ Curb and gutter
___ Sidewalk
___ Curb returns (including access ramps and curb and gutter)
___ Driveways
___ Median curb
___ Water barrier
___ A.C. overlay (fabric with 2-inch overlay or other treatment adequate to restore the pavement surface as specified by the City Engineer)
___ Grinding existing pavement (2-inch grind or other treatment specified by the City Engineer)
___ Bridges
___ Concrete valley gutter
___ Redwood header

c. Storm

___ Pipe
___ Storm water inlets (street and field)
___ Maintenance holes
___ Channels
___ Outfall structures
___ Gravel access road
___ Concrete/asphalt "V" ditches

d. Stormwater Treatment Devices (approved by latest Municipal Regional Permit)

___ Pipes
___ Outfall structures
___ Bioswales
___ Stormwater Planters
___ Stormwater Tree Wells
___ Trash Capture Devices
___ Underground storage vaults
___ Hydromodification Basins
___ Permeable Pavers
___ CDS units (if necessary)

e. Sewer

___ Mains
___ Laterals with cleanouts
___ Maintenance holes
___ Gravel access road
___ Sleeves/Casings

f. Water (including Cal Water area)

___ Mains
___ Services
___ Fire hydrants
___ Gravel access road
___ Pressure reducing stations
___ Blow offs
___ Air Release Valves
___ Butterfly valves
___ Gate valves
___ Angle point markers
___ Pressure reducing valves (for individual water services)
___ Water sampling station
___ Cathodic Protection Measures
___ Sleeves/Casings

g. *Dry Utilities*

___ Joint trench facilities (PG&E, Cable TV, Telephone)

___ Streetlights

___ Undergrounding of existing overhead utilities

h. *Miscellaneous*

___ Monuments

___ Masonry wall

___ Street trees (and tree wells)

___ Median hard surfacing

___ Public landscaping and irrigation

___ Irrigation controller

___ Water meter development fee for public landscaping irrigation meter

___ Street signs (stop, name, parking, traffic, etc.)

___ Traffic signals and related appurtenances

___ Striping

___ Signing

___ Barricades

___ Chain Link Fence

___ Multi-use Trail

___ Class 4 separate bike lanes

___ Bus stop turnouts & shelters

i. ___ 10% Construction contingency on all construction.

j. ___ Increase for projected inflation computed to the estimated end of construction. Factor is for a one-year period (based on the change in the E.N.R. San Francisco Construction Cost Index for the previous calendar year). Note that this item is not included in the base for calculating plan check fees or inspection fees.

k. ___ Bond enforcement costs calculated as the greater of $25,000 or 5 percent of the bond estimate. Note that this item is not included in the base for calculating plan check fees or inspection fees.

l. ___ 12% Construction engineering costs. If inspection fees are paid prior to City Council approval of the final map, construction engineering is calculated as only 6%. Note that this item is not included in the base for calculating plan check fees or inspection fees.

E. JOINT TRENCH PLAN CHECKLIST

___ Scale of joint trench plans matches scale of street improvement plans.

___ Street light locations shown on joint trench plans agree with street light locations shown on street improvement plans.

___ All street trees shall be shown (all existing and proposed).

___ All wet utilities shall be shown (all existing and proposed).

___ Utility boxes are located at least 4 feet from sewer and water services and street trees. For utility boxes located in planter strips, 20-foot minimum separation between boxes and trees (This minimizes conduit/tree conflicts).

___ Above ground utility box locations agree with locations shown on landscaping plans. All above ground utility boxes must be shown on the approved landscaping plans if developers want them permitted with the joint trench plans.

___ Service points shown on joint trench plans match those shown on improvement plans.

___ The joint trench located underneath the sidewalk.

___ Plan must be wet signed and stamped by a Registered Professional Electrical Engineer or plans may be wet signed and stamped by a Registered Professional Civil Engineer and submitted along with voltage calculations.

___ Street light locations match locations shown on improvement plans.

___ Conduit run between light and secondary power source shown with wire # and size (minimum size if #8).

___ PG&E assigned street light numbers shown.

___ Sheet numbers on plans match sheet number shown in the sheet index on the tract improvement plans.

___ Traffic signal interconnect conduit(s) shown.

___ Irrigation controller and power source shown.

___ Electrolier wattage shown and consistent with City Standard Detail ST-14.

___ Lights are City owned and shall operate under PG&E rate schedule LS-2A.

F. ELECTRONIC PLAN AND MAP REVIEW CHECKLIST

___ Project Coordinator obtains access to Bluebeam, Acella, Agreement Tracker and Civic Square PEAK.

___ Project Coordinator arranges.

G. FINAL APPROVAL OF TRACT MAP & CITY COUNCIL APPROVAL CHECKLIST

1. Prior to placing it on City Council agenda for approval.

___ Review of project submittal, including map, improvement plans and all related documents, is complete.

___ Any special Development Agreement Requirements are met.

___ Project Coordinator arranges for an appraisal of dedicated T.I.F. right-of-way (if any). T.I.F. credits, reimbursements, and special conditions incorporated into the subdivision improvement agreement by project coordinator. (City Engineer approval required for special conditions or T.I.F. credits/reimbursements to be included in subdivision improvement agreement).

___ Project Coordinator approves Bond Estimate.

___ The Landscape Maintenance District/Community Facilities District is formed (see LMD/CFD procedures). Include cash bond (40 times total annual assessment) in Subdivision Improvement Agreement if the LMD or CFD is not formed prior to the approval of the Subdivision Improvement Agreement.

___ Final actions approved by the Local Agency Formation Commission for public right-of-way being annexed to the City.

___ Request Insurance Requirements from Risk Manager by sending an email with a description of the project (size, location, type and number of units/buildings, any special features of the site (creek, hazardous materials, bridge, etc.), Developers/Owner's name).

___ Send PINS request to admin staff to send Developer a request to upload insurance be sure to ask the Developer to inform you when the insurance has been uploaded.

___ Upload the Subdivision Agreement, Stormwater O&M Agreement and all other Agreements required for project into Agreement Tracker for review by attorneys at least 2 months before the City Council meeting. (see Final Approval of Tract Map Procedures). (If changes are required to the template allow three (3) additional months to give Attorney's time to approve revised template).

___ Upload the Stormwater Treatment Device Agreement for review by attorneys at least 2 months before the City Council meeting. (If changes are required to the template allow three (3) additional months to give Attorney's time to approve revised template). (see Final Approval of Tract Map Procedures).

___ After Subdivision Improvement Agreement is approved to form, have a copy signed and notarized. Upload signed and notarized copy into Agreement Tracker before preparing staff report.

___ After Stormwater Agreement is approved to form, have a copy signed and notarized. Upload the Stormwater Treatment Device Agreement into Agreement Tracker complete with Notarized Signatures.

___ Bonds or alternate surety in accordance with the City Standard Subdivision Agreement submitted, based on an approved cost estimate of public works improvements. Maintenance security may be deferred until the developer requests the improvements be accepted for permanent maintenance.

___ Insurance Certificates (per the subdivision agreement) submitted and approved by the City Risk Manager through the PINS system.

___ Notice of Intent submitted and WDID No. received and provided along with a Stormwater Pollution Prevention Plan (SWPPP) if required.

___ Planning, Water, Streets, Landscape, Traffic, Building and Fire approval received.

___ School mitigation requirements are satisfied if land or improvements are provided instead of in-lieu fees.

___ Approved Landscaping and or Community Facilities Report for district formation and all necessary exhibits and information submitted. If maintenance district public hearing held after final map approval, developer's cash bond to ensure formation provided.

___ Final map or parcel map originals in conformance with the conditions of approval with signatures submitted.

___ Provision made for segregation of existing assessments concurrently with recording of final map.

___ Improvement plans (Exhibit "A-1", Engineering Considerations, to the subdivision improvement agreement) approved with sheet numbers of approved plans written in on page one of subdivision improvement agreement.

___ Required off-site deeds and easements submitted (or the standard City contract for property acquisition executed and required acquisition funds provided by developer). Deeds must be signed and notarized.

___ Copy of developer's right(s)-of-entry for off-site construction. (Note: City must have a formal easement, and developer must have its own separate right-of-entry).

___ Approval from "Wheels" (Bus Service).

___ Notice from Post Office approving mailbox locations.

___ Cash payment or bond received for future removal of on-site turnarounds.

___ Plan check fee balance paid.

___ Balance of inspection fee paid (if grading permit was issued before final map approval).

___ F.E.M.A. elevation certificate prepared and signed by a registered land surveyor for all buildings in and adjacent to the F.E.M.A. floodplain.

___ Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) received from F.E.M.A. for projects modifying the floodplain or locating buildings in the floodplain.

2. Two months before the City Council meeting

___ Placed on City Council Agenda at least two months before City Council Meeting.

3. Prior to Recordation of Final Map

___ Certificate sheet signed and stamped (electronic) by City Engineer and signed by City Clerk.

___ Save an electronic copy of the unrecorded signed final map in Engineering files.

___ Final Map and conform copies of the Final Map submitted to City Clerk for filing along with off-site easements and dedications with a letter prepared by project coordinator for City Clerk's signature with instructions for recording and certificates of rejection/acceptance attached to each document for City Clerk's signature.

___ Project coordinator is to obtain the Escrow Number, if required, from the title company and reference in the letter to the Title Company.

___ Return corrective grading bond (if any) to developer.

___ Agenda Request sent to add project to City Council Agenda.

___ Staff Report and Resolution written in PEAK and location map, Agreements and map is uploaded in PEAK. Workflow has been created and forwarded to supervisor for review.

___ Corrections responded to in PEAK during staff report review process.

___ Signed and notarized Subdivision Improvement Agreement, Stormwater O&M Agreement and all other agreements, Bonds and related documents are uploaded separately in Agreement Tracker.

___ Memo to clerk and Letter to Title Company with recording instructions emailed to clerk for clerk' signature to use to transmit to Title Company with Maps, agreements and all other documents that will be recorded.

4. After Recordation

___ 30 days after notice is received from the City Clerk's office that the final map and related documents (subdivision improvement agreement, stormwater treatment measures maintenance agreement, offers of dedication, etc.) have been sent to the title company. The project coordinator shall check agreement tracker/laser fiche to see if the City Clerk has uploaded the recorded documents and an electronic copy of the final map. If recording has not occurred, the project manager shall call the title company and determine what the reason is for the delay and take necessary action to ensure that the map is recorded in a timely fashion or returned to the City for Council action to rescind the previous approval, if necessary.

___ 60 days after notice is received from the City Clerk's office that the final map and related documents have been sent to the title company, the project manager shall confirm that the recorded map has been received and forwarded for the Information Technology Division to include in the permanent records on Document Imaging Program.

H. FINANCIAL DISTRICT FORMATION CHECKLIST

Financial district formation procedures and checklists can be found in Chapter X.

I. SEGREGATION OF ASSESSMENTS CHECKLIST

J. CONSTRUCTION TRANSMITTAL CHECKLIST

K. INSPECTION AND PLAN CHECK FEE CHECKLIST

L. SUBDIVISION FINAL ACCEPTANCE

Inspector:

___ City Inspector final approval granted.

___ Streetlights activated by PG&E.

___ Cash bonds placed for unfinished items:

- ___ (a) Street trees
- ___ (b) Mailboxes

___ Certification of monuments received (location and elevation).

___ A dated and signed letter received from the owner of a site receiving export soil, other site material, or construction debris.

___ Pad grading certification (compaction) letter received.

___ Final soils report (or letter), indicating that recommendations of preliminary soils report have been complied with, has been submitted.

___ Pad compaction certified for all lots.

___ Street inventory sheet submitted.

___ As-built copy of the record drawings submitted and approved by engineering Inspector.

___ Council acceptance of tract requested by the construction section.

Project Coordinator:

___ All fees have been paid.

___ Benefit Districts set up.

___ Storm Drain and other credits distributed.

___ Cash bonds placed for unfinished items:
- ___ (a) Street trees
- ___ (b) Mailboxes

___ Maintenance security (15%) either on file or provided by developer.

___ Engineering has closed grading permits, and grading bonds have been returned.

___ A copy of the recorded subdivision map has been submitted and sent to the Information Technology Division for inclusion in Digital Imaging System.

___ The Landscape Maintenance District formation bond returned to developer.

___ All special conditions of the subdivision improvement agreement have been complied with.

___ Replace signed improvement plans in electronic engineering file with As-Built copy.

___ Acceptance forms for rejected offers of dedication of off-site dedications to the Clerk for recording.

___ F.E.M.A. elevation certificate prepared, signed, and stamped by a land surveyor registered in California for all constructed buildings in or adjacent to the F.E.M.A. floodplain.

___ F.E.M.A. Final Letter of Map Revision (LOMR) received from F.E.M.A. or a cash bond received to complete the LOMR approval process.

M. LARPD FACILITY REVIEW CHECKLIST

N. INFRASTRUCTURE ACCEPTANCE WITHOUT A MAP CHECKLIST

O. TRANSMITTAL OF PLANS TO MAINTENANCE CHECKLIST

X. FINANCING DISTRICT REPORT REQUIREMENTS

A. GENERAL INFORMATION ABOUT FINANCING DISTRICTS

1. FINANCING DISTRICTS SET-UP BY THE CITY OF LIVERMORE

The City of Livermore has set-up and administered several assessment districts to fund both the construction of capital improvements and the maintenance and replacement of these public facilities after they are constructed. Resolution 2009-005 approved City of Livermore Goals and Policies for Land Secured Financings and on October 12, 2015 the City Council authorized the use of Community Facility Districts to fund the maintenance of public infrastructure within or directly serving new residential and /or commercial development. Each type of district is governed by certain laws and must be set-up, maintained and annexed into following a certain procedure. Since laws frequently change it is important to always consult the City Attorney's Office to determine the current laws to follow. Financing Districts are expensive to set-up and to administer so it is also important to determine if the staffing effort and cost is justified and the cost for both is recovered. The Planning Manager, City Engineer, Community Development Director, Finance Director, City Attorney, and City Manager may need to assist staff during the entitlement process in determining which financing district if any is an option.

2. STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

The Statewide Community Infrastructure Program (SCIP) is a program administered by the California Statewide Communities Development Authority (CSCDA) that enables developers to fund impact fees and public infrastructure costs through the sale of municipal bonds. SCIP currently sells these bonds typically three times a year. If developers use this program, they work with both the CSCDA and the City of Livermore. The CSCDA sets-up the assessment districts and administers the program at no cost to the City of Livermore. Since the effort to apply to this program is relatively small this option is usually available to all developers. More information is available on the CSCDA website: CSCDA.org. SCIP provides financing for the Pre-Funding of Impact Fees Program, Reimbursement of Impact Fees Program and the Infrastructure Acquisition Program as described below.

a. Pre-Funding of Impact Fees Program

This program pre-funds the SCIP eligible development impact fees prior to the issuance of a building permit. Not all impact fees are SCIP eligible. The only development impact fees that will be eligible for prepayment under this program are:

City Storm Drain - On-site

City Storm Drain - Roadway

City Sewer
City Water
Park Facilities
TIF - Transportation Impact Fee
TVTDF - Tri-Valley Transportation Development Fee

The remaining development fees that are not SCIP eligible must still be paid to the City prior to the issuance of the building permit.

b. Reimbursement of Impact Fees Program

This program will reimburse the developer for the SCIP eligible development impact fees after the building permit fees have been paid and the bonds have been sold. Bonds sold for the purpose of reimbursing impact fees need to be taxable bonds. Not all impact fees are SCIP eligible. The only development impact fees that will be eligible for reimbursement under this program are listed above in the pre-funding program.

c. Infrastructure Acquisition Program

This program will reimburse the developer for the construction of public improvements only, such as utilities, grading, paving, sidewalks, curbs, gutters, medians and landscape that will be public located in the public right-of-way. Reimbursements will not be available to the developer for these improvements until bonds are sold and the City accepts the improvements for permanent maintenance. Acceptance of improvements is a City Council action that takes place about two months after the City Inspector has notified Development Engineering in writing that all improvements are ready for acceptance. This program also requires an acquisition agreement between the CSCDA and the City for the public improvements. This agreement must be approved by City Council prior to the filing of the final map. It is imperative that developers keep good records of their construction expenses because they may need to provide supporting documentation to CSCDA to request reimbursements after the bond sale.

B. LEGAL CONSIDERATIONS REGARDING FINANCING DISTRICTS

Landscape and Lighting Act

The Landscaping and Lighting Act of 1972 authorizes assessments to install, construct, and maintain landscaping, lighting and park and recreation facilities. On November 5, 1996, the California voters enacted Proposition 218, titled the *Right to Vote on Taxes Act,* to amend the California Constitution and require public agencies to comply with new procedural and substantive requirements for the imposition of new or increased taxes. Proposition 218 applies to landscape maintenance district assessments.

Since the Landscaping and Lighting Act was enacted prior to Proposition 218, and new and increased assessments must comply with Proposition 218, it is important to reconcile both statutory schemes, however the notice, hearing and protest provisions of the Omnibus Implementation Act supersede those requirements in existence on July 1, 1997.

The Proposition 218 Omnibus Implementation Act ("Omnibus Implementation Act") which is set forth in Government Code Section 53750 et. seq. restates and supplements the procedural requirements of Proposition 218.

Special versus General Benefits

Landscape maintenance district assessments are authorized for certain improvements that provide special benefit to the assessed properties. Proposition 218 includes detailed procedures for the imposition of benefit assessments on real property. A benefit assessment or "special assessment" is a charge imposed on particular real property for a local public improvement of direct benefit to that property, such as a street improvement or lighting improvement. The rationale of a special assessment is that the assessed property has received a special benefit over and above that received by the general public. The general public should not be required to pay for special benefits for the few, and the few specially benefitted should not be subsidized by the general public.

An assessment in a defined area is known as an assessment district. Each assessment district must include all properties (or businesses) that will specially benefit from the improvements or services to be funded by the assessment. Virtually, all assessments are levied against real property. Generally, they are collected on the property tax roll, secured by a lien against the assessed property, and subject to the requirements of Proposition 218.

Prop 218 Requirements

There are four basic requirements of Proposition 218:

a. Identify all benefitted parcels. All parcels that will have a special benefit conferred upon them and upon which an assessment will be imposed must be identified in the engineer's report and included in the assessment district. Government owned parcels cannot be excluded absent clear and convincing evidence which demonstrates that the parcel receives no special benefit.

b. Distinguish general from special benefit. The general benefits must be distinguished from the special benefits conferred on the parcels.

c. Proportionality. The proportionate special benefit derived by each parcel

must be determined in relationship to the entirety of the capital cost of the public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided.

d. Reasonable cost. The assessment must be apportioned so that the amount assessed to a parcel does not exceed the reasonable cost of the proportional special benefit conferred on that parcel and does not include any costs attributable to general benefits. The portion of a project cost associated with general benefit must be funded from non-assessment revenues, and a city which lacks other funds will not be able to use assessment financing, since few cases sustain a conclusion that a project has no general benefit.

Community Facilities District Act of 1982

The Community Facilities District (CFD) Act of 1982, also known as the Mello-Roos Act, was enacted by the Legislature in response to the passage of Proposition 13 (which limits taxes based on the assessed value of real property). A Mellow-Roos tax is an alternative revenue method available to the City. Current law (California Proposition 218 (1996)) constitutionally requires two-thirds (2/3) voter approval to approve the formation of a Mello-Roos District. Once approved, a Mello-Roos Community Facilities District is formed. Once formed, a special tax (which is different from regular property tax) is imposed on all property within the community facilities district. The Mello-Roos special tax is in addition to the regular ad valorem property tax on the property. The Mello-Roos special tax is based on a formula that is specific to that district, that was approved in proceedings. The formula can be based on a variety of factors but cannot be based on the value of the property. Mello-Roos community facilities districts commonly base the special tax on formulas, such as the square footage of the improvements, or the proximity to a specific improvement, or based on the acreage of a lot.

C. PROCEDURES FOR FORMATION OF NEW FINANCING DISTRICTS AND PREPARATION OF REPORTS
(Str. & Hwy Code Sections 22500-22679 and Gov't Code Section 53750 et. seq.)

There are several different kinds of maintenance districts. Landscape Maintenance Districts were the first financing districts formed to finance maintenance costs in the City of Livermore. The City administers LMD's by keeping track of expenses, identifying assessments needed for the next year and preparing an annual Engineer's Report for approval by City Council. An annual public hearing is held and assessments for all LMD's in the City are sent to the County assessor office to send to property owners by August 10th of each year. In 2009, new stormwater requirements became effective requiring the construction and maintenance of basins and other stormwater quality improvements that cannot be included in a Landscape Maintenance District (LMD), so the City decided a Community Facilities District (CFD) would be the

appropriate mechanism to use to finance the maintenance of these additional facilities.

The City has formed CFD's for many years to fund infrastructure. The City began forming maintenance CFD's in 2012 to fund the maintenance of landscape, stormwater treatment devices, walls, trails, and a wide variety of other improvements. The city also administers CFD's by keeping track of expenses, identifying the tax needed for the next year, preparing a special notice of tax lien and recording it each year. The special notice of tax lien is sent to the county assessor's office by August 10th of each year also. The special notice of tax lien is prepared by calculating the amount of tax to be assessed on each parcel according to the rate and method established with the formation of the CFD. No annual public hearing is needed nor is an engineer's report is needed.

Since there are existing assessment districts, LMD's and CFD's throughout the City of Livermore for funding maintenance and capital improvements to provide funding to repair damages due to natural disasters in the future, it is important to understand the structure of the existing financing districts in and near a proposed development to determine the most appropriate maintenance funding mechanism to use. The City typically conditions a project to provide a funding mechanism for maintenance. The Developer chooses the mechanism along with input from the City during the plan review process.

The general steps for formation of maintenance assessment districts are as follows:

Step 1 – Adoption of a Resolution Initiating Proceedings

Step 2 – Preparation of an Engineer's Report for LMD's (Must be prepared by a registered Civil Engineer in the State of California) or Rate and Method for CFD's

Step 3 – Adoption of a Resolution of Intension

Step 4 – Preparation and Mailing of the Notice

Step 5 - Handling of Ballots

Step 6 – Holding a Public Hearing

Step 7 – Record Keeping

In early 2018, the ongoing administration of assessment districts was transferred from the Engineering Division to the Public Works Maintenance Division. A memo was sent from the City Attorney's Office to the Public Works Department, dated April 12, 2018, outlining the legal requirements to form and administer maintenance assessment districts.

D. PROJECT COORDINATION PROCEDURES FOR FORMING A FINANCING DISTRICT OR ANNEXING AN AREA INTO AN EXISTING DISTRICT DURING THE FINAL MAP FILING PROCESS

Before the City can approve a final map, it must be assured that an appropriate funding mechanism is in place for the costs of landscape, stormwater quality, walls, trails and the maintenance and operation of other public improvements. When given the option of forming or annexing the area to be developed into an assessment district the developer must choose one of the following options to provide maintenance funding.

1. **Option 1** - Formation of a new Landscape Maintenance District (LMD) or Community Facilities District (CFD) or annexation into an existing LMD or CFD prior to the City approving the Final Map (the descriptions below are current as of March 31, 2025. Please contact the City Attorney's Office to confirm these are the latest procedures and the documents referenced are current).

   Formation of a New Landscape Maintenance District. The City Council must adopt a resolution of intention to create a new landscape maintenance district and then mail out ballots at least 45 days before holding a public hearing on the district formation. All landowners within the district will be given a ballot to vote on forming a new maintenance district. In order to minimize the delay in approving the final map, the developer should obtain City approval of the project's Engineer's Report for creation of a landscape maintenance district at the earliest opportunity (ideally no later than the end of the second plan check), so that the public hearing process can begin. The final map cannot be approved by the City Council until the City has received a positive vote for formation of a landscape maintenance district and the public hearing for that district formation has been held by the City Council. Due to the limitations of what can be included in an LMD the City no longer creates new LMDs.

   Formation of a new Community Facilities District. The City Council must adopt a resolution of intention to form a new Community Facilities District and then mail out ballots a certain amount of days before holding a public hearing on the district formation, please check in with the Bond Counsel and the Special Tax Consultant for mail out dates before holding a public hearing on the district formation. All landowners within the district will be given a ballot to vote on forming a new maintenance district.

   Annexation into an Existing Landscape Maintenance District. Development areas to be annexed into existing Landscape Maintenance District's (LMD) that foresaw the annexation of this future area need only to amend the original assessment diagram and Engineer's report but do not need to vote on the inclusion of the area or hold a public hearing. If the existing LMD did not foresee the area to be added in the future, then the original assessment diagram and Engineer's report must be amended, and a vote and a public hearing must be held.

Annexation into an Existing Community Facilities District. Requires same procedures for the formation of a new CFD.

Annexation into an Existing Community Facilities District with Unanimous Approval provisions. The City of Livermore has established two CFDs with Unanimous Approval provisions. The first is the City-wide CFD 2021-1 and the second is the Isabel Neighborhood Specific Plan CFD 2023-1. The procedures set forth for annexation are described in Section H.

2. **Option 2** - Submit funds for the perpetual maintenance of landscape and or other public improvements.

   The developer will submit a principal payment to guarantee maintenance of landscaping in perpetuity. The City has determined that the developer must make a principal payment in an amount equal to 30 times the current annual maintenance costs in order to ensure perpetual funding. With these funds in hand, formation of a landscape maintenance district would not be necessary, and approval of the final map wouldn't be delayed. This method offers the developer the advantage of being able to market lots that are free of all landscape district assessments.

3. **Option 3** - Submit funds for the perpetual maintenance of landscaping and/or other improvements pending formation of a 1) new landscaping and lighting maintenance district, or the 2) annexation of the development into an existing landscape maintenance district or the 3) annexation of the development into an existing community facilities district.

   The developer will make a cash deposit with the City of Livermore in the above amount to be place into a non-interest-bearing account, which would be refunded upon the successful conclusion of district formation proceedings and public hearing. This option also wouldn't involve a delay in approval of the final map. If the formation is unsuccessful then this cash deposit will be used to guarantee perpetual maintenance funding as discussed in 2 above. This option will be included as a special condition in the subdivision improvement agreement. The resolution of intention for the public hearing would be approved concurrently with the final map.

   The developer should let the City plan check coordinator know at the earliest possible opportunity which option he or she wishes to pursue to fund the maintenance and operation of landscaping improvements.

E. DOCUMENTS FOR FORMATION OF A NEW LANDSCAPE MAINTENANCE DISTRICT AND ANNEXATION INTO AN EXISTING DISTRICT

Procedure for preparing an Engineer's Report for formation of a new landscape maintenance district.

a. An Engineer's Report is prepared by the developer's engineer and submitted with the first plan check of the improvement plans for the project. This submittal

must follow Design Review/Planning Commission Approval of the landscaping, walls, decorative paving, and/or special amenities that will be publicly maintained. **The City will not accept a draft Engineer's Report which does not reflect Design Review/Planning Commission approval of landscaping and other amenities that will be publicly maintained.**

b. **Prior to placing a council item initiating proceedings for the formation of a new maintenance district, the Engineer's Report must be in a final form acceptable to the City. The following must be received at least 32 days prior to Council adoption of a resolution of intention:**

i. One copy of Engineer's Report, with reduced 8-1/2" x 1 1" copy of assessment diagram attached.
ii. One signed and notarized copies of the "Landowner Petition For Consent to Formation of Maintenance District" form. All landowners within the proposed district must sign the form.
iii. Two18" x 26" paper copies the of assessment diagram.
iv. One 18" x 26" mylar originals of assessment diagram.
v. An electronic copy via e-mail of the following files:

a. MS Excel file of Parts B, and C of the Engineer's Report. File name shall be xxxBC.xls where xxx represents the district number (i.e. 814BC.xls).

b. MS Word files. of the Cover sheet, Description of Assessment, and Parts A, D, E and F of the Engineer's Report. File name shall be xxxreport.doc where xxx represents the district number (i.e. 814report.doc).

Form and content of an Engineer's Report for formation of a new landscape maintenance district

The Engineer's Report includes the following items:

a. A cover sheet;
b. An introduction to the Report and an explanation of the assessment;
c. Part A – Description - A description of the maintenance activities to be performed.
d. Part B - Cost Estimate - A presentation of the costs to be paid from the District.
e. Part C - Assessment Roll - The assessment by parcel with ownership shown.
f. Part D - Method of Assessment - The way the assessment is apportioned.
g. Part E - Plans and Specification and Assessment Diagram.
h. Part F – Certifications.

Additionally, the "Landowner Petition for and Consent to Formation of Maintenance District" must be prepared. Instructions for preparing this form follow the instructions for preparing the Engineer’s Report.

The seven individual parts of the Engineer's Report are to be prepared as follows:

1. LANDOWNER PETITION AND CONSENT FORM

A landowner consent form must be provided concurrently with the Engineer's Report. This form is in a Word file labeled "newconsent2003.doc".

a. Enter the district number, tract name (if any) and tract or parcel number in the header.

b. Enter the district number in the subject line and in Items 3 and 5.

c. Enter the tract number in the subject line.

d. Enter the lot numbers, tract number(s) and assessor's parcel number under the property description.

e. List the name and addresses and provide a signature line for all owners. All signatures must be dated and notarized. Provide two signed, notarized originals of the form to the city.

f. Attach Part "A" of the Engineer's Report as described in item 3 above. This description must be identical to the description in the Engineer's Report.

2. SPECIAL REQUIREMENTS FOR MULTI-PHASE PROJECTS

For a multi-phase project, the developer or the developer's engineer shall consult with the Engineering Division to discuss the formation of a maintenance assessment district. At the City's discretion, one of the following methods shall be employed for multi-phase projects:

a. All phases of the project form a single maintenance district. In this case a single master plan for all phases of landscaping shall be approved by the Design Review/Planning Commission, and this master plan shall be reflected in the Engineer's Report maintenance quantities.

b. Each phase of the project shall form its own maintenance district.

3. REQUIREMENTS FOR INDUSTRIAL AND COMMERCIAL PROJECTS

Unless otherwise pre-approved by the Engineering Division, the method of spread for industrial and commercial parcels shall be on a lot square footage basis, rather than on a per lot basis as is done for residential lots. This will require a modification of the standard Engineer's Report boilerplate.

F. DOCUMENTS FOR FORMATION OF A NEW COMMUNITY FACILITIES DISTRICT

There is an 8-step process that is required to form a viable bonded Community Facilities District (CFD).

1. **Step 1** – **Initiation of CFD**: It begins with an initiation process where a property owner or government entity begins the process of establishing a CFD.

    a. Developer requests City to form a CFD. If the City determines that the request is beneficial to the City the Developer provides a signed petition requesting the formation of a CFD.
    b. City works with Developer on a list of services to be financed.
    c. When list is agreed upon. The engineering coordinator works with the City Attorney's Office to ask the City's Bond Counsel to prepare the required documents for initiation of the CFD. Engineering Coordinator works with Special Tax Consultant to begin preparing the CFD Report and RMA.
    d. Engineering Coordinator places the Resolution of Intention to form a CFD on the next City Council Agenda and follows the City procedures (prepares a staff report) for City Council to formally receive the landowner petition and initiate the CFD process. Bond Counsel will prepare the Resolution of Intention.

2. **Step 2 Establishment of Rate of Apportionment** (RMA) Following the laws for California, the Rate and Method of Apportionment must be developed and determined. The Rate and Method of Apportionment (RMA) outlines how a tax will be levied or charged, on which property, under what conditions, for how long and at what rate.

    a. Bond Counsel prepares the resolution of intention.
    b. The special tax consultant prepares the Rate and Method of Apportionment (RMA).

3. **Step 3 – Public Hearing:**

    a. Engineering coordinator follows the City procedures to schedule a public hearing, prepare a staff report and resolutions with the help of the Bond Counsel and Special Tax Consultant. The documents include: 1) Resolution of Formation, 2) Resolution to incur debt, 3) etc. 4) Presentation to City Council and a script for the Mayor, Notice of Public Hearing
    b. A public hearing is held and if there are no majority objections by the participants, then the CFD formation process continues.

4. **Step 4 – Election:** An election is held amongst the property owners. In order to establish a CFD, a two-thirds affirmative vote of property owners is required if there are no more than 12 registered voters living within the proposed district. However, if more than 12 registered voters are living in the district, a two-thirds vote of registered voters is required.

5. **Step 5 – Resolution of Formation/Resolution to Incur Debt**: This step is when the district is approved to be formed, and the issuance of debt is authorized for bonded districts.

6. **Step 6** – **Second Reading of Ordinance:** Engineering Coordinator follows the City procedures to schedule and prepare a staff report for the second reading of the ordinance for CFD formation at the meeting following the Public Hearing.

7. **Step 7 – Recordation of Special Tax Lien:** Engineering Coordinator works with City Clerk to arranged for the recordation of Special Tax Lien.

8. **Step 8 – Issue Debt:** The last step in the formation process is to issue any debt necessary such as land-secured municipal bonds or bank loans. Engineering Coordinator shall work with Finance, Bond Counsel and the Special Tax Consultant to complete this step.

Once the formation process is complete, a special tax is imposed on all property within the Community Facilities District. This tax is not an ad valorem property tax. It is in addition to the standard property tax that exists in that region.

G. DOCUMENTS FOR ANNEXATION INTO AN EXISTING COMMUNITY FACILITIES DISTRICT

In general the procedure for a property to annex into an existing CFD follows the same basic procedure and documentation as for the formation of a new CFD. Consult with City Attorney, Bond Counsel and Special Tax Consultant for any modifications to the process as they pertain to the project.

H. DOCUMENTS FOR ANNEXATION INTO AN EXISTING COMMUNITY FACILITIES DISTRICT WITH UNANIMOUS APPROVAL PROVISIONS

1. The City of Livermore has established two CFDs with provisions to simplify the annexation process to one Council meeting. These CFDs were created with a Unanimous Approval provision. The two CFDs with Unanimous Approval at this time are CFD 2021-1 City-wide District with the provision to annex additional areas into the District City-wide and CFD 2023-1 Isabel Neighborhood Specific Plan.

Properties that annex into CFD 2021-1 will need to establish the maintenance items and maintenance costs to be included in the annexation.

Properties that annex into CFD 2023-1 will need to utilize the established rate for maintenance per acre in the RMA and follow the procedure as outlined below except for the establishment of maintenance items and estimate as they were already established at district formation.

a. Below is the procedure for preparing the documents for Annexation into CFD 2021-1 the existing City-wide district.

   i. Establish maintenance items and request draft “Description of Services to be Financed” and estimate of maintenance costs from Developer.

   ii. Work with Maintenance to review and comment on the drafts and provide redlines to Developer with plan check comments for the project.

   iii. Once drafts go through 2-3 plan review rounds, share with Senior Development Engineer for comments along with the plans. Incorporate any comments and recalculate as necessary.

   iv. Request the developer to provide a recent preliminary title report.

b. Preparation of Rate and Method of Assessment (RMA).

   i. Once maintenance costs are close to their final form provide the following to Bond Counsel and the Special Tax Consultant :
      1. Description of services
      2. Estimate of Maintenance Costs
      3. Preliminary Tract or Parcel Map
      4. Preliminary Title Report
      5. Signature block for entity signing the ballot, and evidence of authority for signor.

2. Provide NBS with the target to return RMA, Revised Tax Zone Map, the Council date and the deadline for final documents to make this date. Please copy Senior Development Engineer, and Attorney’s Office.

   i. The City’s consultant (NBS) prepares the draft Rate and Method of Assessment (RMA) and provides to City Staff. If necessary, staff redlines RMA and returns to consultant for corrections.

   ii. Consultant provides written confirmation from the County that there are no registered voters on the parcel/annexing parcel.

iii. When RMA is in final form Project Coordinator prepares the Draft Unanimous Approval complete with all Exhibits.

iv. Provide draft Unanimous Approval with all exhibits to Bond Counsel and Special Tax Consultant for review together with items as noted above. Let them know the deadline to make the target date for City Council.

v. Revise draft Unanimous Approval if necessary.

vi. Provide the final Unanimous Approval to the Developer with all final Exhibits with deadline to make the target City Council date.

vii. Bond Counsel prepares the annexation resolution and amendment to the Notice of Special Tax Lien.

3. City Council Approval

   Upon receipt of executed Unanimous Approval, Project Coordinator prepares staff report for Annexation on the consent calendar. Following Council approval Special Tax Consultant records the amendment to the Notice of Special Tax Lien. Project Coordinator will provide the Clerk with contact information to record the Notice of Special Tax Lien.

   After receiving all executed documents, Project Coordinator to record annexation date in the Annexation List.

4. The City has established a City-wide Community Facilities District and an Isabel Community Facilities District. Both CFD's have established a shorter annexation process when there is unanimous approval of the annexation. This process is described in this section. This process is as follows:

XI. CITY ENGINEERING DESIGN CRITERIA

FLEXIBLE AND SEMI-RIGID PIPE DESIGN GUIDELINES

This document has been prepared to outline some of the basic principles of semi-rigid and flexible pipe design focusing mainly on the pipe deflection caused by soil loading in trench conditions. The methodology presented herein does not address surcharge loading (e.g. buildings), embankment conditions, buckling (e.g. vacuum or hydrostatic pressure), railroad or airport loads. The information presented herein is intended to assist in the design of the following semi-rigid and flexible pipe types:

	Pipe Type	**Specification Section**
1.	Corrugated Polyethylene Non-pressure Pipe	02631
2.	Ductile Iron Pipe	05060
3.	PVC Composite Sewer Pipe	02533
4.	ABS Composite Sewer Pipe	02533
5.	ABS Non-pressure Pipe	02534
6.	Small PVC Non-pressure Pipe	02534

EXTERNAL LOADS - DEFLECTION DESIGN

When a trench load of sufficient magnitude is applied, semi-rigid and flexible pipe will deflect until sufficient passive resistance from the sidefill soil is developed, thereby transmitting part of the trench load to the sidefill soil. Thus, the load-carrying capacity of semi-rigid and flexible pipe is a function of the soil stiffness and the pipe stiffness.

The original formula for the design of flexible pipe was developed by Spangler later modified by Watkins and Spangler or otherwise referred to as the Modified Iowa Formula. Semi-rigid pipe types steel and ductile iron also use the same or similar formula to determine deflection as described in AWWA M11 and M41. The general form of any deflection formula includes the load on the pipe as the numerator, with the sum of pipe and soil stiffness terms as the denominator. The Modified Iowa Formula is used herein and shown below. An explanation of the terms used in the formula follows:

The Modified Iowa Formula

$$\Delta X = \frac{[D_L * K_B * \left(W_E + \frac{W_L}{D_L}\right) * r^3]}{EI + 0.061Er^3}$$

Where ΔX = The predicted horizontal deflection or change in diameter (in.).

D_L = The deflection lag factor, which adjusts initial deflection to consider consolidation of the soil load and the soil modulus over time. When

the soil prism load is used, $D_L = 1.0$, since the maximum load on the pipe after full soil consolidation is the prism load. When the soil prism load is not used a design value between 1.25 to 1.50 should be used.

K_B = The Bedding constant which accounts for variability of haunch compaction is dependent upon the angle subtended by the pipe bedding.

W_E = Earth load on pipe (pounds per linear inch).

W_L = Live load on pipe (pounds per linear inch).

r = Mean radius of the pipe (in.).

E = Modulus of elasticity of the pipe material (psi).

I = Moment of inertia of the pipe wall per unit length ($t^3/12$) (in^3).

t = Pipe wall thickness (in.).

E' = Modulus of soil reaction. This is the long-term effective stiffness of the soil and embedment in resistance to deformation (psi).

Many plastic pipe types (e.g. PVC, HDPE, and ABS) incorporate the design parameter pipe stiffness (PS) into the Modified Iowa formula. PS is measured, according to ASTM D 2412, "Standard Test Method for External Loading Properties of Plastic Pipe by Parallel-Plate Loading, "

at a datum of 5 percent deflection. Incorporating PS into the Modified Iowa formula shown above the following equation results:

$$\frac{\Delta\%}{D} = \frac{D_L * K_B * [W_E + W_L] * 100}{0.149PS + 0.061E'}$$

Where: W_E = The soil prism load, in psi, equal to the weight of soil over the pipe. The Value is equal to the unit weight of soil (pcf) times the depth of cover (ft), divided by 144 in^2/ft^2.

W_L = Live loads, in psi.

PS = Pipe stiffness, in psi. Minimum pipe stiffness is Measured in accordance with ASTM standards, determined by the parallel plate loading test at 5% deflection (ASTM D 2412), or calculated from manufacturer's data.

Δ%/D = Percent Deflection

D = Outside pipe diameter (in.)

DESIGN TABLES

The attached design for various semi-rigid and flexible pipe types are to be used for general design purposes only. The consider deflection criteria only (except for DP which also considers bending stress). Vacuum and internal pressures are not evaluated in these but should be considered in determining the pipe wall thickness of pressure pipe. Internal pressure and vacuum design criteria for DIP and steel pipe can be found in AWWA C150 and M41 for DIP and AWWA C200 and M11 for steel pipe.

It should also be noted that the design tables do not include surcharge loads such as building foundations, embankments, adjacent railroads, airport loads and high groundwater. HS-20 live loads due to traffic loading are considered for depths of cover less than 10 feet. Generally, live loads tend to be insignificant in the overall pipe wall thickness design when depth of cover is greater than 10 feet.

Design parameters unique to each pipe material are shown on each pipe design table worksheet and discussed as appropriate in footnote.

CORRUGATED POLYETHYLENE NONPRESSURE PIPE (TYPE S HOPE)
SECTION 02631
DESIGN TABLES

Design Variables (Flexible Pipe Design)[1]

D_L = 1.0 (Deflection Lag Factor)
K_B = 0.096 (Bedding Constant)[2]
W_E (Dead Load=Soil Prism Load)[3]
Soil Density = 120 pcf[2]
W_L (Live Load, psi)[4]
E' = 400 psi (Modulus of Soil Reaction)[6].
Max Deflec = 5%[7]

Minimum and Maximum Pipe Cover

Pipe Size (in)	PS[5] (psi)	Minimum Pipe Cover[8] (ft)	Maximum Pipe Cover[9] (ft)
12	50	2.5	19
15	42	2.5	19
18	40	2.5	19
24	34	2.5	19
30	28	2.5	19
36	22	2.5	19

1. The equation used to develop the table above is the Modified Iowa formula. Refer to the Flexible Pipe Design Methodology presented in the pipe design guidelines. For complete specifications on corrugated polyethylene nonpressure pipe refer to ASHTO M294.
2. Value estimated based upon the City of Livermore standard trench detail.
3. In order to determine the maximum cover, dead load is solved for in the Modified Iowa formula, henceforth this variable is left blank. These tables design for the soil prism load over the pipe (unit weight of soil (pcf) times the depth of the cover (ft) divided by 144).
4. Live load is based upon H20 loading with an impact factor of 1.5 applied to depths of cover less than 3 feet. Live load is neglected for depths of cover greater than 10 feet. In certain situations other superimposed loads such as building footings, railroads, and nearby embankments should be quantified and added into the equation.
5. Pipe Stiffness is used in a modified version of the modified Iowa formula, replacing the variables E and l. Minimum pipe stiffness is measured in accordance with ASTM standards, determined by the parallel plate loading test at 5% deflection (ASTM D2412), or calculated from manufacturers data.
6. E' value based on a CL type soil (stiff clay) with a liquid limit less than 50 and moderate compaction (85-95% Proctor). E' value taken from Table 9-10 (Bureau of Reclamation Average Values E' for Iowa formula) of ASCE- Manuals and Reports on Engineering Practice No. 60.
7. Deflection Criteria per Section A. 1.1.3 of AWWA C900.
8. Measured from top of subgrade. Value shown is the calculated value based upon equations and methodology presented herein. It is not recommended that pipe cover be less than 30 inches due to flexibility of pipe causing pavement damage
9. Measured from finished grade

PVC COMPOSITE SEWER PIPE (TRUSS PIPE)
SECTION 02533
DESIGN TABLES

Design Variables (Flexible Pipe Design)[1]

D_L = 1.0 (Deflection Lag Factor)
K_B = 0.096 (Bedding Constant)[2]
W_E (Dead Load=Soil Prism Load)[3]
Soil Density = 120 pcf[2]
W_L (Live Load, psi)[4]
E' = 400 psi (Modulus of Soil Reaction)[6].
Max Deflec = 5%[7]

Minimum and Maximum Pipe Cover

Pipe Size (In)	PS[5]	Minimum Pipe Cover[8]	Maximum Pipe cover[9]
8	200	2.5	34
10	200	2.5	34
12	200	2.5	34
15	200	2.5	34

1. The equation used to develop the table above is the Modified Iowa formula. Refer to the Flexible Pipe Design Methodology presented in the pipe design guidelines. For complete specifications on corrugated polyethylene nonpressure pipe refer to ASHTO M294.
2. Value estimated based upon the City of Livermore standard trench detail.
3. In order to determine the maximum cover, dead load is solved for in the Modified Iowa formula, henceforth this variable is left blank. These tables design for the soil prism load over the pipe (unit weight of soil (pcf) times the depth of the cover (ft) divided by 144).
4. Live load is based upon H20 loading with an impact factor of 1.5 applied to depths of cover less than 3 feet. Live load is neglected for depths of cover greater than 10 feet. In certain situations other superimposed loads such as building footings, railroads, and nearby embankments should be quantified and added into the equation.
5. Pipe Stiffness is used in a modified version of the modified Iowa formula, replacing the variables E and l. Minimum pipe stiffness is measured in accordance with ASTM standards, determined by the parallel plate loading test at 5% deflection (ASTM D2412), or calculated from manufacturers data.
6. E' value based on a CL type soil (stiff clay) with a liquid limit less than 50 and moderate compaction (85-95% Proctor). E' value taken from Table 9-10 (Bureau of Reclamation Average Values E' for Iowa formula) of ASCE- Manuals and Reports on Engineering Practice No. 60.
7. Deflection Criteria per Section A. 1.1.3 of AWWA C900.
8. Measured from top of subgrade. Value shown is the calculated value based upon equations and methodology presented herein. It is not recommended that pipe cover be less than 30 inches due to flexibility of pipe causing pavement damage
9. Measured from finished grade

ABS COMPOSITE SEWER PIPE (TRUSS PIPE)
SECTION 02533
DESIGN TABLES

Design Variables (Flexible Pipe Design)[1]

D_L	=	1.0 (Deflection Lag Factor)
K_B	=	0.096 (Bedding Constant)[2]
W_E		(Dead Load=Soil Prism Load)[3]
Soil Density	=	120 pcf[2]
W_L		(Live Load, psi)[4]
E'	=	400 psi (Modulus of Soil Reaction)[6].
Max Deflec	=	5%[7]

Minimum and Maximum Pipe Cover

Pipe Size (In)	PS[5] (psi)	Minimum Pipe Cover[8]	Maximum Pipe Cover[9]
8	200	2.5	34
10	200	2.5	34
12	200	2.5	34
15	200	2.5	34

1. The equation used to develop the table above is the Modified Iowa formula. Refer to the Flexible Pipe Design Methodology presented in the pipe design guidelines. For complete specifications on corrugated polyethylene nonpressure pipe refer to ASHTO M294.
2. Value estimated based upon the City of Livermore standard trench detail.
3. In order to determine the maximum cover, dead load is solved for in the Modified Iowa formula, henceforth this variable is left blank. These tables design for the soil prism load over the pipe (unit weight of soil (pcf) times the depth of the cover (ft) divided by 144).
4. Live load is based upon H20 loading with an impact factor of 1.5 applied to depths of cover less than 3 feet. Live load is neglected for depths of cover greater than 10 feet. In certain situations other superimposed loads such as building footings, railroads, and nearby embankments should be quantified and added into the equation.
5. Pipe Stiffness is used in a modified version of the modified Iowa formula, replacing the variables E and l. Minimum pipe stiffness is measured in accordance with ASTM standards, determined by the parallel plate loading test at 5% deflection (ASTM D2412), or calculated from manufacturers data.
6. E' value based on a CL type soil (stiff clay) with a liquid limit less than 50 and moderate compaction (85-95% Proctor). E' value taken from Table 9-10 (Bureau of Reclamation Average Values E' for Iowa formula) of ASCE- Manuals and Reports on Engineering Practice No. 60.
7. Deflection Criteria per Section A. 1.1.3 of AWWA C900.
8. Measured from top of subgrade. Value shown is the calculated value based upon equations and methodology presented herein. It is not recommended that pipe cover be less than 30 inches due to flexibility of pipe causing pavement damage
9. Measured from finished grade

ABS NONPRESSURE PIPE
SECTION 02534
DESIGN TABLES

Design Variables (Flexible Pipe Design)[1]

D_L = 1.0 (Deflection Lag Factor)
K_B = 0.096 (Bedding Constant)[2]
W_E (Dead Load=Soil Prism Load)[3]
Soil Density = 120 pcf[2]
W_L (Live Load, psi)[4]
E' = 400 psi (Modulus of Soil Reaction)[6].
Max Deflec = 5%[7]

Minimum and Maximum Pipe Cover

Size	SDR	PSS	Minimum Pipe Cover[e]	Maximum Pipe Cover[s]
4	35	45	2.5	19
4	23.5	150	2.5	29
6	35	45	2.5	19
6	23.5	150	2.5	29

1. The equation used to develop the table above is the Modified Iowa formula. Refer to the Flexible Pipe Design Methodology presented in the pipe design guidelines. For complete specifications on corrugated polyethylene nonpressure pipe refer to ASHTO M294.
2. Value estimated based upon the City of Livermore standard trench detail.
3. In order to determine the maximum cover, dead load is solved for in the Modified Iowa formula, henceforth this variable is left blank. These tables design for the soil prism load over the pipe (unit weight of soil (pcf) times the depth of the cover (ft) divided by 144).
4. Live load is based upon H20 loading with an impact factor of 1.5 applied to depths of cover less than 3 feet. Live load is neglected for depths of cover greater than 10 feet. In certain situations other superimposed loads such as building footings, railroads, and nearby embankments should be quantified and added into the equation.
5. Pipe Stiffness is used in a modified version of the modified Iowa formula, replacing the variables E and l. Minimum pipe stiffness is measured in accordance with ASTM standards, determined by the parallel plate loading test at 5% deflection (ASTM D2412), or calculated from manufacturers data.
6. E' value based on a CL type soil (stiff clay) with a liquid limit less than 50 and moderate compaction (85-95% Proctor). E' value taken from Table 9-10 (Bureau of Reclamation Average Values E' for Iowa formula) of ASCE- Manuals and Reports on Engineering Practice No. 60.
7. Deflection Criteria per Section A. 1.1.3 of AWWA C900.
8. Measured from top of subgrade. Value shown is the calculated value based upon equations and methodology presented herein. It is not recommended that pipe cover be less than 30 inches due to flexibility of pipe causing pavement damage
9. Measured from finished grade

SMALL PVC NONPRESSURE PIPE
SECTION 02534
DESIGN TABLES

Design Variables (Flexible Pipe Design)[1]

D_L = 1.0 (Deflection Lag Factor)
K_B = 0.096 (Bedding Constant)[2]
W_E (Dead Load=Soil Prism Load)[3]
Soil Density = 120 pcf[2]
W_L (Live Load, psi)[4]
E' = 400 psi (Modulus of Soil Reaction)[6].
Max Deflec = 5%[7]

Minimum and Maximum Pipe Cover

	SDR	pss•	Minimum Pipe Cover[e]	Maximum Pipe Cover[9]
4	35	46	2.5	19
4	26	115	2.5	26
6	35	46	2.5	19
6	26	115	2.5	26
8	35	46	2.5	19
8	26	115	2.5	26
10	35	46	2.5	19
10	26	115	2.5	26
12	35	46	2.5	19
12	26	115	2.5	26
15	35	46	2.5	19
15	26	115	2.5	26

NOTES

1. The equation used to develop the table above is the Modified Iowa formula. Refer to the Flexible Pipe Design Methodology presented in the pipe design guidelines. For complete specifications on corrugated polyethylene nonpressure pipe refer to ASHTO M294.
2. Value estimated based upon the City of Livermore standard trench detail.
3. In order to determine the maximum cover, dead load is solved for in the Modified Iowa formula, henceforth this variable is left blank. These tables design for the soil prism load over the pipe (unit weight of soil (pcf) times the depth of the cover (ft) divided by 144).
4. Live load is based upon H20 loading with an impact factor of 1.5 applied to depths of cover less than 3 feet. Live load is neglected for depths of cover greater than 10 feet. In certain situations other superimposed loads such as building footings, railroads, and nearby embankments should be quantified and added into the equation.
5. Pipe Stiffness is used in a modified version of the modified Iowa formula, replacing the variables E and l. Minimum pipe stiffness is measured in accordance with ASTM standards, determined by the parallel plate loading test at 5% deflection (ASTM D2412), or calculated from manufacturers data.
6. E' value based on a CL type soil (stiff clay) with a liquid limit less than 50 and moderate compaction (85-95% Proctor). E' value taken from Table 9-10 (Bureau of Reclamation Average Values E' for Iowa formula) of ASCE-Manuals and Reports on Engineering Practice No. 60.
7. Deflection Criteria per Section A. 1.1.3 of AWWA C900.
8. Measured from top of subgrade. Value shown is the calculated value based upon equations and methodology presented herein. It is not recommended that pipe cover be less than 30 inches due to flexibility of pipe causing pavement damage
9. Measured from finished grade

DUCTILE IRON PIPE
SECTION 05060
DESIGN TABLES

Design Variables (Flexible Pipe Design)[1]

D_L = 1.0 (Deflection Lag Factor)
K_B = 0.096 (Bedding Constant)[2]
K_x = 0.157 (Bending Moment Coefficient)
W_E (Dead Load=Soil Prism Load)[3]
Soil Density = 120 pcf[2]
W_L (Live Load, psi)[4]
E' = 400 psi (Modulus of Soil Reaction)[6].
E = 2400ksi (Pipe Material Modulus of Elasticity)
Max Deflec = 3%[7]

Pipe Size	Minimum/Maximum Pipe Cover for Various Pipe Thickness[9]																		
	t, in.	0.25	0.260	0.280	0.300	0.310	0.320	0.330	0.340	0.360	0.370	0.380	0.400	0.410	0.420	0.430	0.450	0.460	0.47
3		1/100+	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
4		1/80	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
6		1/45	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
8		1.5/33	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
10		NA	1.5/27	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
12		NA	NA	1.5/27	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
14		NA	NA	1.5/22	1.5/25	1.5/26	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
16		NA	NA	NA	1.5/23	NA	1.5/25	NA	1/25	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
18		NA	NA	NA	NA	1.5/21	NA	NA	1.5/25	1/26	NA	NA	NA	NA	NA	NA	NA	NA	NA
20		NA	NA	NA	NA	NA	NA	1.5/21	NA	1/25	NA	1/27	NA	NA	NA	NA	NA	NA	NA
24		NA	NA	NA	NA	NA	NA	2/16	NA	NA	1.5/19	NA	1/23	NA	NA	1/27	NA	NA	NA
30		NA	NA	NA	NA	NA	NA	NA	2/12	NA	NA	2/14	NA	NA	1.5/17	NA	1/19	NA	NA
36		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	2/13	NA	NA	1.5/14	NA	NA	NA	1/15
42		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	2/12	NA	NA	NA	NA	1/14

Pipe Size	Minimum/Maximum Pipe Cover for Various Pipe Thickness[9]																			
	t, in.	0.490	0.510	0.520	0.540	0.560	0.570	0.580	0.610	0.630	0.640	0.650	0.680	0.700	0.720	0.760	0.790	0.800	0.830	0.870
30		1/23	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
36		NA	1/18	NA	NA	1/22	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
42		NA	NA	1/15	NA	NA	1/18	NA	NA	1/21	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
48		NA	NA	1/12	NA	NA	NA	1/14	NA	NA	1/17	NA	NA	1/20	NA	NA	NA	NA	NA	NA
54		NA	1/10	NA	NA	NA	NA	1/12	NA	NA	NA	1/14	NA	NA	1/17	NA	1/20	NA	NA	NA
60		NA	NA	NA	1/10	NA	NA	NA	1/12	NA	NA	NA	1/14	NA	NA	1/17	NA	NA	1/20	NA
64		NA	NA	NA	NA	1/10	NA	NA	NA	NA	1/12	NA	NA	NA	1/14	NA	NA	1/16	NA	1/19

Notes

1. The equation used to develop the table above is based upon design methodology from AWWA C150 and AWWA Manual M41. Table does not account for internal pressure. Internal pressure design should be performed in accordance with AWWA C150.
2. Value estimated based upon City of Livermore standard trench detail.
3. These tables design for the soil prism load over the pipe (unit weight of soil (pcf) times the depth of cover (ft) divided by 144).
4. Live load is based upon H20 loading with an impact factor of 1.5 applied to all depths of cover per the recommendations of Ductile Iron Pipe Association. In certain situations other super-imposed loads such as building footings, railroads, and nearby embankments should be quantified and added into the equation.
5. E' value based on a CL type soil (stiff clay) with a liquid limit less than 50 and moderate compaction (85-95% Proctor). E' value taken from Table 9-10 (Bureau of Reclamation Average Values of E' for Iowa formula) of ACSE – Manuals and Reports on Engineering Practice No. 60.
6. As Recommended by AWWA C150.
7. NA- Pipe thickness not available in this pipe diameter.
8. Dash means that design parameters do not allow the use of this pipe thickness.
9. Minimum cover measured from top of subgrade. Minimum value is calculated value based upon equations and methodology presented herin. It is not recommended that pipe cover be less than 30 inches unless special circumstances exist, and a thorough analysis is performed verifying the structural integrity of the pipe. Maximum cover measured from finished grade.
10. Value provided by the Ductile Iron Pipe Research Association based upon a Type 4 trench condition which closely simulates the City of Livermore's standard trench detail

RIGID PIPE DESIGN GUIDELINES

This document has been prepared to outline some of the basic principles of rigid pipe design focusing on pipe strength and • soil loading in trench conditions. The methodology presented herein does not address surcharge loading (e.g. buildings, embankment conditions, railroad or airport loads). The information presented herein is intended to assist in the design of the following rigid pipe types:

Pipe Type	Specification Section
I . Vitrified Clay Pipe	02536.
2. Reinforced Concrete Pipe .	02632

DESIGN TABLES

The attached design tables for vitrified clay and reinforced concrete pipe are to be used for general design purposes only.

It should also be noted that the design tables do not include surcharge loads such as building foundations, embankments, adjacent railroads, airport loads and high groundwater. HS-20 live Loads due to traffic loading are considered for depths of cover less than 10 feet. The earth load determination is calculated using the Marston Equation which is defined with its parameters in the pipe design tables.

PIPE STRENGTH DETERMINATION

The pipe strength determination for vitrified clay pipe (VCP) is determined by calculating the computed Three-Edge-Bearing Strength as defined by •the extra strength pipe design criteria for extra strength VCP and ASTM C12 and C700. The pipe strength determination for reinforced concrete' pipe (RCP) is determined by calculating the computed D-Load as defined by the attached pipe design criteria for reinforced concrete pipe and ASTM C76.

REFERENCES

1. Concrete Pipe Design Manual, November 1992, American Concrete. Pipe Association.
2. Clay Pipe Engineering Manual, 1995, National Clay Pipe Institute.
3. ASTM C 12 Practice for Installing Vitrified Clay Pipe Lines.
4. ASTM C76 Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
5. ASTM C700 Specification for Vitrified Clay Pipe, Extra Strength, Standard Strength, and Perforated.

PIPE DESIGN CRITERIA FOR EXTRA STRENGTH VCP

A. General: Extra strength vitrified clay pipe shall be designed in accordance with the requirements of ASTM C 12 and ASTM C700 as applicable and as modified in this Section. The pipe bearing strength and trench section shall be as determined by the equations in paragraphs "B" through "D". The table shown for the minimum and maximum depths of cover for extra strength vitrified clay pipe for a trench condition shall be used for normal conditions. The cover requirements shown in the table are based on the maximum trench width shown in the table. If unusual conditions exist, the equations shall be used. The methodology presented herein does not address surcharge loading (e.g. buildings), embankment conditions, railroad or airport loads.

GUIDELINES FOR MINIMUM AND MAXIMUM DEPTH OF COVER FOR EXTRA STRENGTH VITRIFIED CLAY PIPE			
Nominal Pipe Diameter (in)	Minimum Cover from Subgrade (ft)	Maximum Cover from Final Grade (ft)	Maximum Trench Width (in)
6	2	19	54
	2	17	54
10	2	15	54
12	2	13	54
15	2	12	54
18	2	11	57
	2	11	60
24	2	11	63
27	2	11	66
30	2	10	69
33	2	1 1	72
36	2	11	75
39	2	12	78
42	2	12	81

B. Three-Edge-Bearing Strength Determination: The computed three-edge bearing strength shall be determined using the following equation:

Impact Factor	--	Varies see paragraph "D" below
Factor of Safety	--	1.25 Minimum
Load Factor conforms to	=	1.5, provided trench section City Standard
Computed Three-Edge Bearing Strength		$\frac{Total\ Load\ x\ Factor\ of\ Safety}{Load\ Factor}$
Total Load	=	Calculated Load on Pipe in lbs/Linear foot (earth load plus live load including impact factor, see paragraph "D" below) Trench Section details
Specified Three-Edge Bearing Strength		Specified Three-Edge Bearing Test Strength in lbs/linear foot per ASTM C700. The computed Three-Edge-Bearing Strength shall be less than or equal to the specified Three-Edge-Bearing Strength

C. **Earth Load Determination**: The earth loads will be computed using the following Marston Equation for trench loading as applicable.

1. Trench Condition:
   $W_d wB_d^2$

Where:	W_d	=	Earth load in pounds per linear foot
	C_d	=	Calculation coefficient
	K_u	=	0.11
	w	=	$120/ft^3$ (unit weight for the fill material)
	B_d	=	Trench width at top of pipe, or "transition width," whichever is less, feet
	B_f	=	Transition width

Use B_d if "Trench Width" is less than "Transition Width"

Use B_f if "Trench Width" is greater or equal to "Transition Width".

D. For depths of cover of more than 3 feet and less than 10 feet HS-20 live load shall be included. For depths of cover of 3 feet or less, HS-20 live load and impact factors shall be as recommended by AASHTO in “Standard Specifications for Highway Bridges.”

PIPE DESIGN CRITERIA FOR REINFORCED CONCRETE PIPE

A. **General**: Reinforced concrete pipe shall be designed in accordance with the requirements of ASTM C 76 as applicable and as modified in this Section. The computed D-load on the pipe and trench section shall be as determined by the equations in paragraphs "B" through "D" for trench conditions with no surcharge • loads. The table shown for minimum and maximum depths of cover for Reinforced Concrete Pipe for a trench condition shall be used for normal conditions. The cover requirements shown in the table are based on the maximum trench width shown in the table. If unusual conditions exist, the equations shall be used. The methodology presented herein does not address surcharge loading (e.g. buildings), embankment conditions, railroad or airport loads.

GUIDELINES FOR MINIMUM AND MAXIMUM DEPTH OF COVER FOR REINFORCED CONCRETE PIPE

Nominal Diameter	Minimum Class Reinforced Concrete	Minimum Cover from Subgrade	Maximum Cover from Final Grade	Maximum Trench Width. (in)
12	Class III	2.0	8	54
12	Class IV	1.5	13	54
12	Class V	1.0	20	54
15	Class III	2.0	8	54
15	Class IV	1.5	13	54
15	Class V	1.0	20	54
18	Class III	2.0	8.5	59
18	Class IV	1.5	13	59
18	Class V	1.0	21	59
24	Class III	2.0	9	66
24	Class IV	1.0	14	66
24	Class V	-	21	66
30	Class III	2.0	9	73
30	Class IV	1.0	14	73
30	Class V	-	21	73
.33	Class III	2.0	9	77
33	Class IV	1.0	14	77
33	Class V	-	21	77
36	Class III	2.0	9	80
36	Class IV	1.0	14	80
36	Class V	-	22	80
48	Class III	2.0	9	94
48	Class IV	1.0	14	94
48	Class V	-	25	94

B. **D-Load Determination**: The computed. D-load for the pipe strength shall be determined using the following equation:

Computed D-Load	=	$\frac{Total\ Load\ x\ Factor\ of\ Safety}{Bedding\ Factor\ x\ Inside\ Pipe\ Diameter(ft)}$
D-Load to produce a 0.01-inch crack	=	Design requirements for the Class of Pipe as shown in ASTM C76. Computed Load must be less than D-Load to produce a 0.01-inch crack for the specified pipe class per ASTM C76.
Total Load	=	Calculated Load on pipe in lbs/linear foot (earth load plus live load, including impact factor, see paragraph "D" below")
Impact Factor	=	Varies, see paragraph "D" below
Factor of Safety Concrete	=	1.0 Minimum (in accordance with American Pipe Association)
Bedding Factor Standard	=	1.5 provided trench section conforms to City Trench Section details

C. Earth Load Determination: The earth loads will be computed using the following Marston Equation for trench or embankment loading as applicable:

1. Trench Condition

$$W_d = C_d w B_d^2$$

Where:
- W_d = Earth load in pounds per linear foot
- C_d = Calculation coefficient
- K_u = 0.11
- w = 120 lbs/ft^3 (unit weight of fill material)
- B_d = Trench width at top of pipe, feet
- B_f = Transition width

Use B_d if "Trench Width" is less than "Transition Width"
Use B_f if "Trench Width" is greater or equal to "Transition Width"

D. For depths of cover more than 3 feet and less than 10 feet HS-20 live load shall be included. For depths of cover of 3 feet or less, HS-20 live load and impact factors shall be as recommended by AASHTO in "Standard Specifications for Highway Bridge.

XII. CITY CONSTRUCTION INSPECTION CRITERIA

CITY OF LIVERMORE CLOSED CIRCUIT TELEVISION(CCTV) INSPECTION EQUIPMENT AND REPORTING REQUIREMENTS

The city requires the developer/contractor to provide TV inspection on their own sanitary sewer and storm drain pipelines after installation. Below are the requirements of TV inspection to provide to the contracted consultants.

1) Closed Circuit Television Equipment

   a. Color camera specifically designed and constructed for CCTV inspection of sanitary and storm sewer mainline application, and capable of providing VHS format Video Tape.
   b. Color camera specifically designed and constructed for CCTV inspection of sanitary and storm sewer pipeline services laterals, and capable of providing VHS format Video Tape.
   c. The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the City,
   d. Videotape recordings shall include an audio commentary recorded by the inspection technician during the actual inspection work describing the parameters of the line being inspected (i.e., location, depth, diameter, pipe type), as well as describing connections, defects and unusual conditions observed during the inspection.
   e. Video Tapes shall be labeled showing the project name, tract/project number, date, and the name of the CCTV Inspector.

2) Television Inspection Logs

   a. The television inspection logs shall include any visual defects or other points of significance, such as changes of pipe materials, size, unusual conditions, etc.
   b. Maps shall be attached to the report that clearly shows the manholes and pipes or laterals inspected. The manhole, catch basin. Field inlet, residential lot numbers shall be labeled on the map.

3) Inspection requirements

   a. All mainline sanitary or storm sewer pipe inspections shall start from interior wall of manhole, catch basin, etc. to the interior wall of the next manhole, catch basin, etc.
   b. All sanitary and storm sewer service lateral connections entering the mainline are to be noted.
   c. All sanitary service laterals mist be CCTV from the top of riser located at the property line to the mainline, noting type of cleanout installed.

d. Storm laterals entering the mainline must be inspected from the interior surface of their point of origination, i.e. catch basin, field inlet, etc.

The Modified Iowa Formula

$$\Delta X = \frac{[D_L * K_B * \left(W_E + \frac{W_L}{D_L}\right) * r^3]}{EI + 0.061Er^3}$$

Where ΔX = The predicted horizontal deflection or change in diameter (in.).

D_L = The deflection lag factor, which adjusts initial deflection to consider consolidation of the soil load and the soil modulus over time. When the soil prism load is used, DL=1.0, since the maximum load on the pipe after full soil consolidation is the prism load. When the soil prism load is not used a design value between 1.25 to 1.50 should be used.

K_B = The Bedding constant which accounts for variability of haunch compaction is dependent upon the angle subtended by the pipe bedding.

W_E = Earth load on pipe (pounds per linear inch)

W_L = Live load on pipe (pounds per linear inch)

r = Mean radius of the pipe (in.) .

E = Modulus of elasticity of the pipe material (psi)

I = Moment of inertia of the pipe wall per unit length ($t^3/12$) (in^3)

t = Pipe wall thickness (in.)

E' = Modulus of soil reaction. This is the long-term effective stiffness of the soil and embedment in resistance to deformation (psi)

Many plastic pipe types (e.g. PVC, HDPE, and ABS) incorporate the design parameter pipe stiffness (PS) into the Modified Iowa formula. PS is measured, according to ASTM D 2412, "Standard Test Method for External Loading Properties of Plastic Pipe by Parallel-Plate Loading, "

at a datum of 5 percent deflection. Incorporating PS into the Modified Iowa formula shown above the following equation results:

$$\frac{\Delta\%}{D} = \frac{D_L * K_B * [W_E + W_L] * 100}{0.149PS + 0.061E'}$$

Where: W_E = The soil prism load, in psi, equal to the weight of soil over the pipe. The Value is equal to the unit weight of soil (pcf) times the depth of cover (ft), divided by 144 in^2/ft^2.

W_L = Live loads, in psi.

PS = Pipe stiffness, in psi. Minimum pipe stiffness is Measured in accordance with ASTM standards, determined by the parallel plate loading test at 5% deflection (ASTM D 2412) or calculated from manufacturer's data.

$\Delta\%/D$ = Percent Deflection

D = Outside pipe diameter (in.)

DESIGN TABLES

The attached design for various semi-rigid and flexible pipe types are to be used for general design purposes only. The consider deflection criteria only (except for DP which also considers bending stress). Vacuum and internal pressures are not evaluated in these but should be considered in determining the pipe wall thickness of pressure pipe. Internal pressure and vacuum design criteria for DIP and steel pipe can be found in AWWA C150 and M41 for DIP and AWWA C200 and M11 for steel pipe.

It should also be noted that the design tables do not include surcharge loads such as building foundations, embankments, adjacent railroads, airport loads and high groundwater. HS-20 live loads due to traffic loading are considered for depths of cover less than 10 feet. Generally, live loads tend to be insignificant in the overall pipe wall thickness design when depth of cover is greater than 10 feet.

Design parameters unique to each pipe material are shown on each pipe design table worksheet and discussed as appropriate in footnote

CORRUGATED POLYETHYLENE NONPRESSURE PIPE (TYPE S HOPE)
SECTION 02631
DESIGN TABLES

Design Variables (Flexible Pipe Design)[1]

D_L = 1.0 (Deflection Lag Factor)
K_B = 0.096 (Bedding Constant)[2]
W_E (Dead Load=Soil Prism Load)[3]
Soil Density = 120 pcf[2]
W_L (Live Load, psi)[4]
E' = 400 psi (Modulus of Soil Reaction)[6].
Max Deflec = 5%[7]

Minimum and Maximum Pipe Cover

Pipe Size (in)	PS[5] (psi)	Minimum Pipe Cover[8] (ft)	Maximum Pipe Cover[9] (ft)
12	50	2.5	19
15	42	2.5	19
18	40	2.5	19
24	34	2.5	19
30	28	2.5	19
36	22	2.5	19

1. The equation used to develop the table above is the Modified Iowa formula. Refer to the Flexible Pipe Design Methodology presented in the pipe design guidelines. For complete specifications on corrugated polyethylene nonpressure pipe refer to ASHTO M294.
2. Value estimated based upon the City of Livermore standard trench detail.
3. In order to determine the maximum cover, dead load is solved for in the Modified Iowa formula, henceforth this variable is left blank. These tables design for the soil prism load over the pipe (unit weight of soil (pcf) times the depth of the cover (ft) divided by 144).
4. Live load is based upon H20 loading with an impact factor of 1.5 applied to depths of cover less than 3 feet. Live load is neglected for depths of cover greater than 10 feet. In certain situations other superimposed loads such as building footings, railroads, and nearby embankments should be quantified and added into the equation.
5. Pipe Stiffness is used in a modified version of the modified Iowa formula, replacing the variables E and l. Minimum pipe stiffness is measured in accordance with ASTM standards, determined by the parallel plate loading test at 5% deflection (ASTM D2412), or calculated from manufacturers data.
6. E' value based on a CL type soil (stiff clay) with a liquid limit less than 50 and moderate compaction (85-95% Proctor). E' value taken from Table 9-10 (Bureau of Reclamation Average Values E' for Iowa formula) of ASCE- Manuals and Reports on Engineering Practice No. 60.
7. Deflection Criteria per Section A. 1.1.3 of AWWA C900.
8. Measured from top of subgrade. Value shown is the calculated value based upon equations and methodology presented herein. It is not recommended that pipe cover be less than 30 inches due to flexibility of pipe causing pavement damage
9. Measured from finished grade

PVC COMPOSITE SEWER PIPE (TRUSS PIPE)
SECTION 02533
DESIGN TABLES

Design Variables (Flexible Pipe Design)[1]

D_L = 1.0 (Deflection Lag Factor)
K_B = 0.096 (Bedding Constant)[2]
W_E (Dead Load=Soil Prism Load)[3]
Soil Density = 120 pcf[2]
W_L (Live Load, psi)[4]
E' = 400 psi (Modulus of Soil Reaction)[6].
Max Deflec = 5%[7]

Minimum and Maximum Pipe Cover

Pipe Size (In)	PS[5]	Minimum Pipe Cover[8]	Maximum Pipe cover[9]
8	200	2.5	34
10	200	2.5	34
12	200	2.5	34
15	200	2.5	34

1. The equation used to develop the table above is the Modified Iowa formula. Refer to the Flexible Pipe Design Methodology presented in the pipe design guidelines. For complete specifications on corrugated polyethylene nonpressure pipe refer to ASHTO M294.
2. Value estimated based upon the City of Livermore standard trench detail.
3. In order to determine the maximum cover, dead load is solved for in the Modified Iowa formula, henceforth this variable is left blank. These tables design for the soil prism load over the pipe (unit weight of soil (pcf) times the depth of the cover (ft) divided by 144).
4. Live load is based upon H20 loading with an impact factor of 1.5 applied to depths of cover less than 3 feet. Live load is neglected for depths of cover greater than 10 feet. In certain situations other superimposed loads such as building footings, railroads, and nearby embankments should be quantified and added into the equation.
5. Pipe Stiffness is used in a modified version of the modified Iowa formula, replacing the variables E and l. Minimum pipe stiffness is measured in accordance with ASTM standards, determined by the parallel plate loading test at 5% deflection (ASTM D2412), or calculated from manufacturers data.
6. E' value based on a CL type soil (stiff clay) with a liquid limit less than 50 and moderate compaction (85-95% Proctor). E' value taken from Table 9-10 (Bureau of Reclamation Average Values E' for Iowa formula) of ASCE- Manuals and Reports on Engineering Practice No. 60.
7. Deflection Criteria per Section A. 1.1.3 of AWWA C900.
8. Measured from top of subgrade. Value shown is the calculated value based upon equations and methodology presented herein. It is not recommended that pipe cover be less than 30 inches due to flexibility of pipe causing pavement damage
9. Measured from finished grade

ABS COMPOSITE SEWER PIPE (TRUSS PIPE)
SECTION 02533
DESIGN TABLES

Design Variables (Flexible Pipe Design)[1]

D_L = 1.0 (Deflection Lag Factor)
K_B = 0.096 (Bedding Constant)[2]
W_E (Dead Load=Soil Prism Load)[3]
Soil Density = 120 pcf[2]
W_L (Live Load, psi)[4]
E' = 400 psi (Modulus of Soil Reaction)[6].
Max Deflec = 5%[7]

Minimum and Maximum Pipe Cover

Pipe Size (In)	PS[5] (psi)	Minimum Pipe Cover[8]	Maximum Pipe Cover[9]
8	200	2.5	34
10	200	2.5	34
12	200	2.5	34
15	200	2.5	34

1. The equation used to develop the table above is the Modified Iowa formula. Refer to the Flexible Pipe Design Methodology presented in the pipe design guidelines. For complete specifications on corrugated polyethylene nonpressure pipe refer to ASHTO M294.
2. Value estimated based upon the City of Livermore standard trench detail.
3. In order to determine the maximum cover, dead load is solved for in the Modified Iowa formula, henceforth this variable is left blank. These tables design for the soil prism load over the pipe (unit weight of soil (pcf) times the depth of the cover (ft) divided by 144).
4. Live load is based upon H20 loading with an impact factor of 1.5 applied to depths of cover less than 3 feet. Live load is neglected for depths of cover greater than 10 feet. In certain situations other superimposed loads such as building footings, railroads, and nearby embankments should be quantified and added into the equation.
5. Pipe Stiffness is used in a modified version of the modified Iowa formula, replacing the variables E and l. Minimum pipe stiffness is measured in accordance with ASTM standards, determined by the parallel plate loading test at 5% deflection (ASTM D2412), or calculated from manufacturers data.
6. E' value based on a CL type soil (stiff clay) with a liquid limit less than 50 and moderate compaction (85-95% Proctor). E' value taken from Table 9-10 (Bureau of Reclamation Average Values E' for Iowa formula) of ASCE- Manuals and Reports on Engineering Practice No. 60.
7. Deflection Criteria per Section A. 1.1.3 of AWWA C900.
8. Measured from top of subgrade. Value shown is the calculated value based upon equations and methodology presented herein. It is not recommended that pipe cover be less than 30 inches due to flexibility of pipe causing pavement damage
9. Measured from finished grade

ABS NONPRESSURE PIPE
SECTION 02534
DESIGN TABLES

Design Variables (Flexible Pipe Design)[1]

D_L = 1.0 (Deflection Lag Factor)
K_B = 0.096 (Bedding Constant)[2]
W_E (Dead Load=Soil Prism Load)[3]
Soil Density = 120 pcf[2]
W_L (Live Load, psi)[4]
E' = 400 psi (Modulus of Soil Reaction)[6].
Max Deflec = 5%[7]

Minimum and Maximum Pipe Cover

Size	SDR	PSS	Minimum Pipe Cover[e]	Maximum Pipe Cover[s]
4	35	45	2.5	19
4	23.5	150	2.5	29
6	35	45	2.5	19
6	23.5	150	2.5	29

1. The equation used to develop the table above is the Modified Iowa formula. Refer to the Flexible Pipe Design Methodology presented in the pipe design guidelines. For complete specifications on corrugated polyethylene nonpressure pipe refer to ASHTO M294.
2. Value estimated based upon the City of Livermore standard trench detail.
3. In order to determine the maximum cover, dead load is solved for in the Modified Iowa formula, henceforth this variable is left blank. These tables design for the soil prism load over the pipe (unit weight of soil (pcf) times the depth of the cover (ft) divided by 144).
4. Live load is based upon H20 loading with an impact factor of 1.5 applied to depths of cover less than 3 feet. Live load is neglected for depths of cover greater than 10 feet. In certain situations other superimposed loads such as building footings, railroads, and nearby embankments should be quantified and added into the equation.
5. Pipe Stiffness is used in a modified version of the modified Iowa formula, replacing the variables E and l. Minimum pipe stiffness is measured in accordance with ASTM standards, determined by the parallel plate loading test at 5% deflection (ASTM D2412), or calculated from manufacturers data.
6. E' value based on a CL type soil (stiff clay) with a liquid limit less than 50 and moderate compaction (85-95% Proctor). E' value taken from Table 9-10 (Bureau of Reclamation Average Values E' for Iowa formula) of ASCE- Manuals and Reports on Engineering Practice No. 60.
7. Deflection Criteria per Section A. 1.1.3 of AWWA C900.
8. Measured from top of subgrade. Value shown is the calculated value based upon equations and methodology presented herein. It is not recommended that pipe cover be less than 30 inches due to flexibility of pipe causing pavement damage
9. Measured from finished grade

SMALL PVC NONPRESSURE PIPE
SECTION 02534
DESIGN TABLES

Design Variables (Flexible Pipe Design)[1]

D_L = 1.0 (Deflection Lag Factor)
K_B = 0.096 (Bedding Constant)[2]
W_E (Dead Load=Soil Prism Load)[3]
Soil Density = 120 pcf[2]
W_L (Live Load, psi)[4]
E' = 400 psi (Modulus of Soil Reaction)[6].
Max Deflec = 5%[7]

Minimum and Maximum Pipe Cover

	SDR	pss•	Minimum Pipe Cover[e]	Maximum Pipe Cover[9]
4	35	46	2.5	19
4	26	115	2.5	26
6	35	46	2.5	19
6	26	115	2.5	26
8	35	46	2.5	19
8	26	115	2.5	26
10	35	46	2.5	19
10	26	115	2.5	26
12	35	46	2.5	19
12	26	115	2.5	26
15	35	46	2.5	19
15	26	115	2.5	26

NOTES

1. The equation used to develop the table above is the Modified Iowa formula. Refer to the Flexible Pipe Design Methodology presented in the pipe design guidelines. For complete specifications on corrugated polyethylene nonpressure pipe refer to ASHTO M294.
2. Value estimated based upon the City of Livermore standard trench detail.
3. In order to determine the maximum cover, dead load is solved for in the Modified Iowa formula, henceforth this variable is left blank. These tables design for the soil prism load over the pipe (unit weight of soil (pcf) times the depth of the cover (ft) divided by 144).
4. Live load is based upon H20 loading with an impact factor of 1.5 applied to depths of cover less than 3 feet. Live load is neglected for depths of cover greater than 10 feet. In certain situations other superimposed loads such as building footings, railroads, and nearby embankments should be quantified and added into the equation.
5. Pipe Stiffness is used in a modified version of the modified Iowa formula, replacing the variables E and l. Minimum pipe stiffness is measured in accordance with ASTM standards, determined by the parallel plate loading test at 5% deflection (ASTM D2412), or calculated from manufacturers data.
6. E' value based on a CL type soil (stiff clay) with a liquid limit less than 50 and moderate compaction (85-95% Proctor). E' value taken from Table 9-10 (Bureau of Reclamation Average Values E' for Iowa formula) of ASCE-Manuals and Reports on Engineering Practice No. 60.
7. Deflection Criteria per Section A. 1.1.3 of AWWA C900.
8. Measured from top of subgrade. Value shown is the calculated value based upon equations and methodology presented herein. It is not recommended that pipe cover be less than 30 inches due to flexibility of pipe causing pavement damage.
9. Measured from finished grade.

DUCTILE IRON PIPE
SECTION 05060
DESIGN TABLES

Design Variables (Flexible Pipe Design)[1]

D_L = 1.0 (Deflection Lag Factor)
K_B = 0.096 (Bedding Constant)[2]
K_x = 0.157 (Bending Moment Coefficient)
W_E (Dead Load=Soil Prism Load)[3]
Soil Density = 120 pcf[2]
W_L (Live Load, psi)[4]
E' = 400 psi (Modulus of Soil Reaction)[6].
E = 2400ksi (Pipe Material Modulus of Elasticity)
Max Deflec = 3%[7]

Pipe Size	Minimum/Maximum Pipe Cover for Various Pipe Thickness[8]																		
	t, in.	0.25	0.260	0.280	0.300	0.310	0.320	0.330	0.340	0.360	0.370	0.380	0.400	0.410	0.420	0.430	0.450	0.460	0.47
3		1/100+	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
4		1/80	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
6		1/45	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
8		1.5/33	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
10		NA	1.5/27	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
12		NA	NA	1.5/27	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
14		NA	NA	1.5/22	1.5/25	1.5/26	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
16		NA	NA	NA	1.5/23	NA	1.5/25	NA	1/25	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
18		NA	NA	NA	NA	1.5/21	NA	NA	1.5/25	1/26	NA	NA	NA	NA	NA	NA	NA	NA	NA
20		NA	NA	NA	NA	NA	NA	1.5/21	NA	1/25	NA	1/27	NA	NA	NA	NA	NA	NA	NA
24		NA	NA	NA	NA	NA	NA	2/16	NA	NA	1.5/19	NA	1/23	NA	NA	1/27	NA	NA	NA
30		NA	NA	NA	NA	NA	NA	NA	2/12	NA	NA	2/14	NA	NA	1.5/17	NA	1/19	NA	NA
36		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	2/13	NA	NA	1.5/14	NA	NA	NA	1/16
42		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	2/12	NA	NA	NA	NA	1/14

Pipe Size	Minimum/Maximum Pipe Cover for Various Pipe Thickness[8]																			
	t, in.	0.490	0.510	0.520	0.540	0.560	0.570	0.580	0.610	0.630	0.640	0.650	0.680	0.700	0.720	0.760	0.790	0.800	0.830	0.870
30		1/23	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
36		NA	1/18	NA	NA	1/22	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
42		NA	NA	1/15	NA	NA	1/18	NA	NA	1/21	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
48		NA	NA	1/12	NA	NA	NA	1/14	NA	NA	1/17	NA	NA	1/20	NA	NA	NA	NA	NA	NA
54		NA	1/10	NA	NA	NA	NA	1/12	NA	NA	NA	1/14	NA	NA	1/17	NA	1/20	NA	NA	NA
60		NA	NA	NA	1/10	NA	NA	NA	1/12	NA	NA	NA	1/14	NA	NA	1/17	NA	NA	1/20	NA
64		NA	NA	NA	NA	1/10	NA	NA	NA	NA	1/12	NA	NA	NA	1/14	NA	NA	1/16	NA	1/19

Notes

1. The equation used to develop the table above is based upon design methodology from AWWA C150 and AWWA Manual M41. Table does not account for internal pressure. Internal pressure design should be performed in accordance with AWWA C150.
2. Value estimated based upon City of Livermore standard trench detail.
3. These tables design for the soil prism load over the pipe (unit weight of soil (pcf) times the depth of cover (ft) divided by 144).
4. Live load is based upon H20 loading with an impact factor of 1.5 applied to all depths of cover per the recommendations of Ductile Iron Pipe Association. In certain situations other super-imposed loads such as building footings, railroads, and nearby embankments should be quantified and added into the equation.
5. E' value based on a CL type soil (stiff clay) with a liquid limit less than 50 and moderate compaction (85-95% Proctor). E' value taken from Table 9-10 (Bureau of Reclamation Average Values of E' for Iowa formula) of ACSE – Manuals and Reports on Engineering Practice No. 60.
6. As Recommended by AWWA C150.
7. NA- Pipe thickness not available in this pipe diameter.
8. Dash means that design parameters do not allow the use of this pipe thickness.
9. Minimum cover measured from top of subgrade. Minimum value is calculated value based upon equations and methodology presented herin. It is not recommended that pipe cover be less than 30 inches unless special circumstances exist and a thorough analysis is performed verifying the structural integrity of the pipe. Maximum cover measured from finished grade.
10. Value provided by the Ductile Iron Pipe Research Association based upon a Type 4 trench condition which closely simulates the City of Livermore's standard trench detail

RIGID PIPE DESIGN GUIDELINES

This document has been prepared to outline some of the basic principles of rigid pipe design focusing on pipe strength and • soil loading in trench conditions. The methodology presented herein does not address surcharge loading (e.g. buildings, embankment conditions, railroad or airport loads). The information presented herein is intended to assist in the design of the following rigid pipe types:

Pipe Type	Specification Section
I . Vitrified Clay Pipe	02536
2. Reinforced Concrete Pipe .	02632

DESIGN TABLES

The attached design tables for vitrified clay and reinforced concrete pipe are to be used for general design purposes only.

It should also be noted that the design tables do not include surcharge loads such as building foundations, embankments, adjacent railroads, airport loads and high groundwater. HS-20 live Loads due to traffic loading are considered for depths of cover less than 10 feet. The earth load determination is calculated using the Marston Equation which is defined with its parameters in the pipe design tables.

PIPE STRENGTH DETERMINATION

The pipe strength determination for vitrified clay pipe (VCP) is determined by calculating the computed Three-Edge-Bearing Strength as defined by •the extra strength pipe design criteria for extra strength VCP and ASTM C12 and C700. The pipe strength determination for reinforced concrete' pipe (RCP) is determined by calculating the computed D-Load as defined by the attached pipe design criteria for reinforced concrete pipe and ASTM C76.

REFERENCES

1. Concrete Pipe Design Manual, November 1992, American Concrete. Pipe Association.
2. Clay Pipe Engineering Manual, 1995, National Clay Pipe Institute.
3. ASTM C 12 Practice for Installing Vitrified Clay Pipe Lines.
4. ASTM C76 Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
5. ASTM C700 Specification for Vitrified Clay Pipe, Extra Strength, Standard Strength, and Perforated.

PIPE DESIGN CRITERIA FOR EXTRA STRENGTH VCP

A. General: Extra strength vitrified clay pipe shall be designed in accordance with the requirements of ASTM C 12 and ASTM C700 as applicable and as modified in this Section. The pipe bearing strength and trench section shall be as determined by the equations in paragraphs "B" through "D". The table shown for the minimum and maximum depths of cover for extra strength vitrified clay pipe for a trench condition shall be used for normal conditions. The cover requirements shown in the table are based on the maximum trench width shown in the table. If unusual conditions exist, the equations shall be used. The methodology presented herein does not address surcharge loading (e.g. buildings), embankment conditions, railroad or airport loads.

GUIDELINES FOR MINIMUM AND MAXIMUM DEPTH OF COVER FOR EXTRA STRENGTH VITRIFIED CLAY PIPE			
Nominal Pipe Diameter (in)	Minimum Cover from Subgrade (ft)	Maximum Cover from Final Grade (ft)	Maximum Trench Width (in)
6	2	19	54
	2	17	54
10	2	15	54
12	2	13	54
15	2	12	54
18	2	11	57
	2	11	60
24	2	11	63
27	2	11	66
30	2	10	69
33	2	1 1	72
36	2	11	75
39	2	12	78
42	2	12	81

B. Three-Edge-Bearing Strength Determination: The computed three-edge bearing strength shall be determined using the following equation:

Impact Factor	--	Varies see paragraph "D" below
Factor of Safety	--	1.25 Minimum
Load Factor conforms to	=	1.5, provided trench section City Standard
Computed Three-Edge Bearing Strength		$\frac{Total\ Load\ x\ Factor\ of\ Safety}{Load\ Factor}$
Total Load	=	Calculated Load on Pipe in lbs/Linear foot (earth load plus live load including impact factor, see paragraph "D" below) Trench Section details
Specified Three-Edge Bearing Strength		Specified Three-Edge Bearing Test Strength in lbs/linear foot per ASTM C700. The computed Three-Edge-Bearing Strength shall be less than or equal to the specified Three-Edge-Bearing Strength

C. **Earth Load Determination**: The earth loads will be computed using the following Marston Equation for trench loading as applicable.

1. Trench Condition:
   $W_d wB_d^2$

Where:	W_d	=	Earth load in pounds per linear foot
	C_d	=	Calculation coefficient
	K_u	=	0.11
	w	=	$120/ft^3$ (unit weight for the fill material)
	B_d	=	Trench width at top of pipe, or "transition width," whichever is less, feet
	B_f	=	Transition width

Use B_d if "Trench Width" is less than "Transition Width"

Use B_f if "Trench Width" is greater or equal to "Transition Width".

D. For depths of cover of more than 3 feet and less than 10 feet HS-20 live load shall be included. For depths of cover of 3 feet or less, HS-20 live load and impact factors shall be as recommended by AASHTO in “Standard Specifications for Highway Bridges.”

PIPE DESIGN CRITERIA FOR REINFORCED CONCRETE PIPE

A. **General**: Reinforced concrete pipe shall be designed in accordance with the requirements of ASTM C 76 as applicable and as modified in this Section. The computed D-load on the pipe and trench section shall be as determined by the equations in paragraphs "B" through "D" for trench conditions with no surcharge • loads. The table shown for minimum and maximum depths of cover for Reinforced Concrete Pipe for a trench condition shall be used for normal conditions. The cover requirements shown in the table are based on the maximum trench width shown in the table. If unusual conditions exist, the equations shall be used. The methodology presented herein does not address surcharge loading (e.g. buildings), embankment conditions, railroad or airport loads. .

GUIDELINES FOR MINIMUM AND MAXIMUM DEPTH OF COVER FOR REINFORCED CONCRETE PIPE				
Nominal Diameter	Minimum Class Reinforced Concrete	Minimum Cover from Subgrade	Maximum Cover from Final Grade	Maximum Trench Width. (in)
12	Class III	2.0	8	54
12	Class IV	1.5	13	54
12	Class V	1.0	20	54
15	Class III	2.0	8	54
15	Class IV	1.5	13	54
15	Class V	1.0	20	54
18	Class III	2.0	8.5	59
18	Class IV	1.5	13	59
18	Class V	1.0	21	59
24	Class III	2.0	9	66
24	Class IV	1.0	14	66
24	Class V	-	21	66
30	Class III	2.0	9	73
30	Class IV	1.0	14	73
30	Class V	-	21	73
.33	Class III	2.0	9	77
33	Class IV	1.0	14	77
33	Class V	-	21	77
36	Class III	2.0	9	80
36	Class IV	1.0	14	80
36	Class V	-	22	80
48	Class III	2.0	9	94
48	Class IV	1.0	14	94
48	Class V	-	25	94

B. **D-Load Determination**: The computed. D-load for the pipe strength shall be determined using the following equation:

Computed D-Load	=	$\frac{Total\ Load\ x\ Factor\ of\ Safety}{Bedding\ Factor\ x\ Inside\ Pipe\ Diameter(ft)}$
D-Load to produce a 0.01-inch crack	=	Design requirements for the Class of Pipe as shown in ASTM C76. Computed Load must be less than D-Load to produce a 0.01-inch crack for the specified pipe class per ASTM C76.
Total Load	=	Calculated Load on pipe in lbs/linear foot (earth load plus live load, including impact factor, see paragraph "D" below")
Impact Factor	=	Varies, see paragraph "D" below
Factor of Safety Concrete	=	1.0 Minimum (in accordance with American Pipe Association)
Bedding Factor Standard	=	1.5 provided trench section conforms to City Trench Section details

C. Earth Load Determination: The earth loads will be computed using the following Marston Equation for trench or embankment loading as applicable:

1. Trench Condition

$W_d = C_d w B_d^2$

Where:

W_d	=	Earth load in pounds per linear foot
C_d	=	Calculation coefficient
K_u	=	0.11
w	=	120 lbs/ft^3 (unit weight of fill material)
B_d	=	Trench width at top of pipe, feet
B_f	=	Transition width

Use B_d if "Trench Width" is less than "Transition Width"
Use B_f if "Trench Width" is greater or equal to "Transition Width"

D. For depths of cover more than 3 feet and less than 10 feet HS-20 live load shall be included. For depths of cover of 3 feet or less, HS-20 live load and impact factors shall be as recommended by AASHTO in "Standard Specifications for Highway Bridges".

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.4**

DATE: March 24, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution approving exceptions to the Livermore Municipal Code bidding requirements, authorizing issuance of a purchase order in an amount not-to-exceed $813,345 for Contech Engineered Solutions, LLC, and authorizing issuance of a purchase order in an amount not-to-exceed $653,136 for StormTrap, LLC for full trash capture devices as part of the Storm Drain Trash Capture Project 2024-25.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Approving an exception to the bidding requirement contained in Livermore Municipal Code Section 2.68.360.C2 because there is a compelling and justifiable reason, such as product standardization, to procure the required goods or services from a particular consultant, contractor, or vendor;
2. Approving an exception to the bidding requirement contained in Livermore Municipal Code Section 2.68.360.C1 because the supplies and equipment can only be obtained from one consultant, contractor, or vendor due to the proprietary, specialized, or unique character of the required goods or services;
3. Authorizing the City Manager to execute a purchase order in an amount not-to exceed $813,345 for Contech Engineered Solutions, LLC for full trash capture devices as part of the Storm Drain Trash Capture Project 2024-25; and
4. Authorizing the City Manager to execute a purchase order in an amount not-to exceed $653,136 for StormTrap, LLC for full trash capture devices as part of the Storm Drain Trash Capture Project 2024-25.

SUMMARY

To complete the Storm Drain Trash Capture Project 2024-25, the City of Livermore (City) will need to purchase and install large full trash capture devices at various locations throughout the city. Staff recommends that the City Council approve the sole source purchase of three custom DSBB and one DSBB 8-16 trash capture devices from Contech Engineered Solutions, LLC (Contech), and three TrashTrap Fixed Basket Custom Vaults from StormTrap, LLC (StormTrap).

Contech provided the large-scale trash capture devices that were installed in past capital improvement projects in this series. This familiarity has allowed City maintenance staff to become proficient in the operation and maintenance of these devices, which will save the City money on additional training and tools for device maintenance.

The TrashTrap device from StormTrap is uniquely designed and is the only device that staff determined can fit the site constraints for two of the locations identified for the installation of large-scale trash capture devices.

DISCUSSION

To comply with the Regional Water Quality Control Board's Regional Stormwater Permit requirement of 100% trash reduction by the June 30, 2025 deadline, the City must install eight large-scale trash capture devices as part of the Storm Drain Trash Capture Project 2024-25.

During the design development, City staff and the design consultant, both with extensive experience in trash capture projects, identified the need for specific large-scale devices. They selected DSBB devices from Contech and TrashTrap Fixed Basket devices from StormTrap.

In previous capital improvement projects, Contech supplied the large-scale trash capture devices that were integrated into the City's storm drain system. These devices have performed well and the maintenance team is already familiar with their operation and upkeep. This familiarity will save the City money on additional training and tools needed for maintenance that would be required if a different supplier were chosen.

The City's design consultant, experienced in trash capture projects, and City staff received a quote from a supplier offering a similar product. They found that the Contech devices were more cost-effective than comparable devices from the other supplier, and the price quoted was fair and reasonable.

Section 2.68.360.C2 of the Livermore Municipal Code provides exceptions to the bidding procedure for procurements available from multiple sources if there is a compelling and justifiable reason, such as product standardization, to procure the required goods or services from a specific consultant, contractor, or vendor.

One installation site on Southfront Road was chosen due to its unique location, allowing the City to capture and treat a portion of Caltrans' stormwater runoff along with a significant portion of the City's runoff. This led to a Cooperative Implementation Agreement (CIA) with Caltrans, resulting in approximately $1.4 million in reimbursement funding for installing a device in this area. The TrashTrap Fixed Basket Custom Vault was identified as the only device that can correctly fit this location. Two TrashTrap devices will be installed at this location directly next to each other.

A second proposed location along Portola Avenue was selected, where existing City utilities necessitated choosing a device that can fit the space. The TrashTrap Fixed Basket Custom Vault was again found to be the only suitable option.

The City's design consultant, experienced in trash capture projects, and City staff reviewed the quote provided by StormTrap, compared it to recent prices for similar devices, and deemed it a fair and reasonable price for a large-scale full trash capture device.

Section 2.68.360.C1 of the Livermore Municipal Code allows exceptions to the bidding procedure if procurements can only be obtained from one consultant, contractor, or vendor due to the proprietary, specialized, or unique character of the required goods or services.

Contech and StormTrap will not be doing any installation or construction. Construction and installation will be performed by a competitively bid contactor.

FISCAL AND ADMINISTRATIVE IMPACTS

The Storm Drain Trash Capture Project 2024-25 is funded in the 2023-2028 Capital Improvement Plan with Storm Water and Storm Drain Fees. The current budget covers this purchase.

COMMUNITY PILLAR

5: A City That Works

GOAL CATEGORY

14. Develop, operate and maintain the City's infrastructure.

ATTACHMENTS

1. Vicinity Map
2. Resolution

Prepared by: Jarrett Rasmussen
Associate Civil Engineer

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA

Site Map - Storm Drain Trash Capture 202425



8,140.5 0 4,070.27 8,140.5 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_Ft_US
Livermore IT, GIS Services

1: 48,843

This map is based on City of Livermore GIS Information and reflects the most current information at the time of this printing. The map is intended for reference purposes only and the City and its staff is not responsible for errors or omissions.

Notes

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING AN EXCEPTION TO THE LIVERMORE MUNICIPAL CODE BIDDING REQUIREMENTS, AND AUTHORIZING ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT-TO-EXCEED $813,345 FOR CONTECH ENGINEERED SOLUTIONS, LLC AND AUTHORIZING ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT-TO-EXCEED $653,136 FOR STORMTRAP, LLC FOR FULL TRASH CAPTURE DEVICES AS PART OF THE STORM DRAIN TRASH CAPTURE PROJECT 2024-25

(Storm Drain Trash Capture Project 2024-25)

To complete the Storm Drain Trash Capture Project 2024-25, the City of Livermore (City) will need to purchase and install eight large full trash capture devices at various locations throughout the City.

Contech Engineered Solutions, LLC (Contech) provided the large-scale trash capture devices that were installed in past capital improvement projects in this series, which has allowed City maintenance staff to become familiar with the operation and maintenance of these devices, which will save the City money on additional training and tools for device maintenance.

City Staff recommends the City Council approve a sole source purchase of three Custom DSBB and one DSBB 8-16 trash capture devices from Contech. Section 2.68.360.C2 of the Livermore Municipal Code (LMC) provides exceptions to the bidding procedure for procurements available from multiple sources if there is a compelling and justifiable reason, such as product standardization, to procure the required goods or services from a specific consultant, contractor, or vendor.

The TrashTrap device from StormTrap, LLC (StormTrap), is uniquely designed and is the only device determined by staff to be able to fit the site constraints for two of the locations identified for the installation of large-scale trash capture devices. Installing devices in these locations allows for a higher amount of trash capture and maintenance efficiency. City Staff recommends the City Council approve a sole source purchase of three TrashTrap Fixed Basket Custom Vaults from StormTrap. Section 2.68.360.C1 of the LMC allows exceptions to the bidding procedure if procurements can only be obtained from one consultant, contractor, or vendor due to the proprietary, specialized, or unique character of the required goods or services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby:

1. Approves an exception to the bidding requirement contained in LMC section 2.68.360.C2 because there is a compelling and justifiable reason, such as product standardization, to procure the required goods or services from a particular consultant, contractor, or vendor;

2. Approves an exception to the bidding requirement contained in LMC section 2.68.360.C1 because the supplies and equipment can only be obtained from one consultant, contractor, or vendor due to the proprietary, specialized, or unique character of the required goods or services;

3. Authorizes the City Manager to execute a Purchase Order, in an amount not-to- exceed $813,345, for Contech Engineered Solutions, LLC for full trash capture devices as part of the Storm Drain Trash Capture Project 2024-25; and

4. Authorizes the City Manager to execute a Purchase Order, in an amount not-to- exceed $653,136 for StormTrap, LLC for full trash capture devices as part of the Storm Drain Trash Capture Project 2024-25.

5. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 24, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.5**

DATE: March 24, 2025

TO: Honorable Mayor and City Council

FROM: Judy Erlandson, Acting Public Works Director

SUBJECT: Resolution authorizing the approval of Altamont Settlement Agreement Education Advisory Board's $628,665 Expenditure Plan for FY 2025-26

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution approving the Altamont Settlement Agreement Education Advisory Board's $628,665 Expenditure Plan for FY 2025-26.

SUMMARY

In 1999, the Settlement Agreement between and among the County of Alameda, the City of Livermore, the City of Pleasanton, Sierra Club, Northern California Recycling Association (NCRA), Altamont Landowners Against Rural Mismanagement and Waste Management of Alameda County, Inc. (Altamont Settlement Agreement) was ratified by the named parties.

The Altamont Settlement Agreement provides for the collection of a per-ton fee from the Altamont Landfill and Resource Recovery Facility (ALRRF) for impacts on the communities due to expansion of the landfill. The Altamont Settlement Agreement also created the Altamont Settlement Agreement Education Advisory Board (EAB) to oversee funds generated by the surcharge. The EAB solicits competitive grants from applicants that plan to implement recycling and environmental awareness programs. The proposed FY 2025-26 Expenditure Plan in Exhibit A to the resolution outlines the EAB's recommended grant awards and expenditures. City Council approval of the Expenditure Plan totaling $628,665 is required per the terms of the Altamont Settlement Agreement.

DISCUSSION

In 1999, the County of Alameda, the cities of Livermore and Pleasanton, the Sierra Club, NCRA, and Altamont Landowners Against Rural Mismanagement entered into an agreement with Waste Management of Alameda County, Inc. This agreement, known as the Altamont Settlement Agreement, created the Altamont Settlement Agreement Education Advisory Board, or EAB. The EAB convenes monthly and has five voting members. Two members are appointed by the Northern California Recycling Association, one member is the Environmental Education appointee on the Alameda County Source

Reduction and Recycling Board, and the Livermore City Council and the Pleasanton City Council each appoint one member. The Livermore City Council appointed Fenna Gatty, a science teacher at Altamont Creek Elementary School, as the Livermore representative on the EAB. The Pleasanton City Council position is currently vacant.

The Altamont Settlement Agreement stipulates that a surcharge be collected to create an Education Account to support recycling education programs and job training in the field of waste prevention and recycling and to mitigate the impacts of the landfill operations on the affected community. The $0.47 per ton surcharge on incoming waste at both Waste Management's Altamont landfill and the $0.46 per ton surcharge from Republic's Vasco Road landfill generates approximately $600,000 per year and has an account balance of approximately $1,000,000 as of December 31, 2024. Funds are collected from the landfills by the Alameda County Treasurer. The Alameda County Treasurer then transfers the annual allocation to the City of Livermore and will continue to do so indefinitely. The EAB recognizes the City of Livermore for its efforts and administrative support consistent with section 7.6.2 of the Settlement Agreement by providing up to 2% of the annual receipts to the City for administrative costs. The EAB also works with an independent contractor to provide administrative support and process dispersal of funds to grant recipients.

The EAB creates an Annual Report to detail the prior year grant funded programs and also compiles an annual Expenditure Plan by April 1 each year. Per the terms of the Altamont Settlement Agreement, the Expenditure Plan must be approved by each voting member agency's governing body. Therefore, the Livermore City Council must approve the Expenditure Plan prior to disbursement of the FY 2025-26 grant funds. Approval will also be sought from the Pleasanton City Council, The Northern California Association Board of Directors, and the Alameda County Board of Supervisors.

On January 7, 2025 the EAB unanimously approved the proposed FY 2025-26 Expenditure. The proposed Expenditure Plan outlines the funding needs and objectives, the EAB initiated projects, and administration costs paid to the City of Livermore. The proposed Expenditure Plan also notes that unexpended funds from previous years will be carried over and, if necessary, applied to the FY 2025-26 grant year. The current unexpended fund balance is approximately $25,000.

For FY 2025-26 the EAB is proposing the following schedule for disbursement of funds, totaling $625,665:

- $5,000 for EAB communications, website
- $135,000 in mini-grants
- $286,000 in project grants
- $50,000 in EAB Board initiated projects
- $110,040 in multi-year grants
- $0 for landfill mitigation projects
- $30,000 for staff support
- $12,625 for Livermore financial management and administrative support.

Staff is recommending that the City Council adopt a resolution approving the $628,665 Expenditure Plan for FY 2025-26, as required per the Altamont Settlement Agreement. The 2024 Annual Report that outlines the previous years grant awards can be found in Attachment 1.

FISCAL AND ADMINISTRATIVE IMPACTS

There is no impact to the General Fund. The EAB will provide the City with $12,625 for costs associated with the financial and administrative support of the EAB.

COMMUNITY PILLAR

3. Environmental Stewardship

GOAL

2: Manage the City's solid waste contract and develop and implement the City's recycling program ensuring compliance with state and local regulation.

ATTACHMENTS

1. 2024 Annual Report
2. Resolution
3. Exhibit A - 2025 Expenditure Plan

Prepared by: Kathy Hughes
Administrative Assistant

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director



EDUCATION ADVISORY BOARD
Altamont Landfill Settlement Agreement
2024 Annual Report

NCRA
Chair
Ruth Abbe

City of Livermore
Vice-chair
Fenna Gatty

City of Pleasanton
Vacant

NCRA
Devin Jackson

Alameda County
Recycling Board
Eric Havel

Board Assistant
Lauren Jenkins

Background

In 1999, the cities of Livermore and Pleasanton, the Sierra Club and the Northern California Recycling Association (NCRA) entered into a settlement agreement with Alameda County and Altamont Landfill. The Altamont Landfill Settlement Agreement created the Altamont Education Advisory Board to propose allocation of funds in the Education Account for recycling education programs, job training in the field of waste prevention and recycling and mitigating the impacts of the landfill operations in the affected community. Funds generated from the $0.47 and $0.46 per ton surcharge amount to approximately $600,000 annually.

There are five voting members on the Education Advisory Board: one appointed by the Livermore City Council; one appointed by the Pleasanton City Council; two appointed by NCRA; and the Alameda County Recycling Board's Environmental Educator.

The role of the Education Advisory Board is to annually propose the allocation of funds from the Education Account by submitting an Expenditure Plan by April 1 of each year. Concurrence of Alameda County, the cities of Livermore and Pleasanton, and NCRA on the Expenditure Plan is necessary before funds are allocated.

Funds are collected from the Altamont Landfill by the Alameda County Treasurer. The County then remits the annual allocation to the agency administering the funds (07-08 City of Pleasanton, 08-13 and out years, City of Livermore) for disbursal to grant recipients.

2024 Activities

The 2024 Expenditure Plan was approved by each of the parties in the spring of 2024. The Expenditure Plan proposed the following allocations:

Board Communications, website	$5,000
Mini-Grants	$135,000
Project Grants	$286,000
Board Initiated Project Grants	$50,000
Multi-Year Grants	$114,000
ALARM mitigation projects	$0
Staff Support	$30,000
Fund management & support	$11,220
TOTAL	**$631,220**

Based on the allocation established by the Expenditure Plan, the Education Advisory Board released a Request for Grant Applications for mini-grants, project grants, board initiated project grants and multi-year grants pursuant to the guidelines established in the settlement agreement.

Mini-grants

The Education Advisory Board awarded 28 Mini-Grants for projects meeting the grant criteria, as follows:

Mini-Grant #: 24-01 BUSD Farm and Garden Program at Sylvia Mendez, Composting and Climate Change, Berkeley, West County, $2,444.46 - Funds will be used to help students understand why it is beneficial to compost food waste and divert it from the traditional waste stream by creating a pilot project, developed in conjunction with the elementary science teachers throughout Berkeley Unified's farm and gardening program.

Mini-Grant #: 24-02 Castro Valley Sanitary District, Zero Waste Book & Movie Donation to Castro Valley Library-Part Two, Castro Valley, West County, $2,418.00 - Funds will be used to purchase and donate zero waste and waste reduction-related books for the Castro Valley Library, thus providing a learnin opportunity for the students and changing the culture and behavior of waste prevention and recycling in the community.

Mini-Grant #: 24-03 Community Action for a Sustainable Alameda., CASA Youth Social Media Internship, Alameda, West County, $5,000.00 - Funds will be used to provide stipends for four teens over 7-12 months, while also supplementing Ms. Robinson's time, to foster youth leadership and drive a sustainable change in the community regarding food waste diversion, home composting advocacy, recycling initiatives and public three-stream awareness campaigns.

Mini-Grant #: 24-04 Resilience Birthright Inc., Resilience Go-Green Alameda County, Alameda, West County, $5,000.00 - Funds will be used to provide comprehensive environmental education resources to K-12 students through classroom visits, special K-2 programming and K-12 assemblies and presentations.

2024 Funding Allocation

Total Allocations for 2024 were as follows:

Board Communications, website	$ 5,000.00
Mini-Grants	$127,417.46
Project Grants	$293,526.00
Multi-Year Grants (Year 1)	$ 50,000.00
Multi Year Grants (Year 2).	$ 63,835.00
Multi Year Grants (Year 3).	$ 50,000.00
Board Initiated Project Grants	$0
ALARM mitigation projects	$0
Staff Support	$ 30,000.00
Fund management & support	$ 11,220.00
Total 2024 Expenditures	$639,998.46

Mini-Grant #: 24-05 Forestr.org, Gleaning: Courses on Food Waste Prevention, Castro Valley, West County, $5,000.00 - Funds will be used to increase public knowledge about the existence of excess, fresh local produce and the issue of food waste, while also broadening the practice of gleaning to prevent waste; develop and distribute educational resources, alongside practical training for gleaning leaders and their teams; enhance the scope of the complimentary gleaning services; offer part-time environmentally friendly job opportunities.

Mini-Grant #: 24-06 KIDS for the BAY, Blue Watershed Classrooms Program, Berkeley, West County, $5,000.00 - Funds will be used to provide the Blue Watershed Classrooms Program to support teachers from under-resources elementary schools by focusing on changing the school culture and behaviors around waste prevention and will promote recycling and practicing the Five Rs in partner school communities.

Mini-Grant #: 24-07 Canyon Meadows Homeowners Association, Canyon Meadows Composting & Recycling Expansion, Pleasanton, East County, $5,000.00 - Funds will be used to purchase 6 composting bins to service the entire condominium community as well as providing educational content to the adults and children in the community on proper usage at events such as Community Earth Day, neighborhood block parties and literature and signage.

Mini-Grant #: 24-08 Resilience Birthright Inc., The Story of CARP, Alameda, West County, $5,000.00 - Funds will be used to produce a 3-minute short film aimed at simplifying and explaining the City of Alameda's Climate Action and Resiliency Plan (CARP) for the general public.

Mini-Grant #: 24-09 Spokeland, Spokeland Program Expansion, Oakland, West County, $5,000.00 - Funds will be used to supplement existing funding for four main programs: Mechanic Mentor, Do-It-Together, Self-Service and Bike Build programs. The 4 programs offer educational opportunities for the students and the community, promote waste prevention and recycling culture, and provide steppingstones for students who wish to pursue careers in waste prevention and recycling.

Mini-Grant #: 24-10 Cecelia Mosher-Clark, Sew what you using?, Oakland, West County, $5,000.00 - Funds will be used to support weekly workshops that provides community access to sewing machines, recycled materials and instructional guidance in maintaining sewing machines and utilizing recycled materials in soft goods/textile design.

Mini-Grant #: 24-11 King Middle School, Zero Food Landfill at King Middle School by 2025/26, Berkeley, West County, $5,000.00 - Funds will be used to develop a pilot program for multiple processes that can achieve virtually Zero Food Waste at King Middle School by 2025/26.

Mini-Grant #: 24-12 Fixit Clinic, Teen Repairing at Asian Branch Library, Berkeley, West County, $5,000.00 - Funds will be used to hold teen-oriented repair programming at the Asian Branch Library of the Oakland Public Library.

Mini-Grant #: 24-13 Fixit Clinic, Hayward Library Fixit Clinics, Berkeley, West County, $5,000.00 - Funds will be used to hold two Saturday "big production" Fixit Clinics at the Hayward Main Library as a mechanism for seeding an ethos of "Always There Repair" throughout Hayward, neighboring cities, and Alameda County county-wide.

Mini-Grant #: 24-14 Cecelia Mosher-Clark, SoftWEAR at Hardware/SoftWEAR Hack Night, Oakland, West County, $5,000.00 - Funds will be used to host a weekly event at Sudo Room assisting participants with fixing sewing machines and repairing textiles and soft goods, every Tuesday.

Mini-Grant #: 24-15 Waterside Workshops, Street Level Cycles Internship, Berkeley, West County, $5,000.00 - Funds will be used to benefit the bicycle education and reuse program, including a retail bicycle shop, bike repair service and community open shop.

Mini-Grant #: 24-16 Local Ecology and Agriculture Fremont (LEAF), Urban Garden Education Center: Building healthy soil and communities, Fremont, West County, $5,000.00 - Funds will be used to focus on soil health and composting to produce a thriving garden that localizes the food supply chain, waste reduction efforts, and composting as well as setting the foundation for educational programs in soil science.

Mini-Grant #: 24-17 Alameda Point Collaborative, New Bins for Better Waste Prevention, Recycling and Composting Programs, Alameda, West County, $5,000.00 - Funds will be used to roll-out an education program that includes newsletters, posters and signage that will help educate the community to help minimize the amount of waste ending up in a landfill as well as host weekly breakfast meetings and a monthly community meeting for residents.

Mini-Grant #: 24-18 Ecology Center, Reusable Foodware Educational Campaign, Berkeley, West County, $5,000.00 - Funds will be used to educate East Bay community members on the negative impacts of single use disposable foodware use by using both digital and in-person outreach through social media, blogs and/or op-eds, table at local events and at least one event solely dedicated to the topic.

Mini-Grant #: 24-19 Collective Resilience, Zero Waste at Resilience Hubs and Spaces, Santa Rosa, West County, $4,000.00 - Funds will be used to compile online resources focused on waste reduction, provide a waste audit and funding for new waste reduction infrastructure for at least two sites developing as resilience hubs and to share about waste reduction at resilience hubs with new audiences.

Mini-Grant #: 24-20 Lincoln Middle School, Green Leadership Club, Alameda, West County, $5,000.00 - Funds will be used to fund teacher time for a new lunchtime schoolwide Green leadership Club as well as a stipend for staff time and a stipend for an assistant teacher to co-lead.

Mini-Grant #: 24-21 urban university, Single Moms Sewing Project, Oakland, West County, $5,000.00 - Funds will be used to support a 12-week job training component that creates community awareness of the impact of fashion on the environment, mitigates the impact of landfill operations through the upcycling of clothing textiles into new consumer products, and offer the City of Oakland a community-based solution.

Mini-Grant #: 24-22 Community Action for a Sustainable Alameda, Alameda Reusables To Go Expansion #1, Alameda, West County, $4,875.00 - Funds will be used to pilot to more cafes and Boba shops throughout Alameda to expand the project using the same technology to include reusable food ware and catering packs.

Mini-Grant #: 24-23 Community Action for a Sustainable Alameda, Alameda Reusables To Go Expansion #2, Alameda, West County, $4,680.00 - Funds will be used to pilot to more cafes and Boba shops throughout Alameda and to expand the project using the same technology to include reusable food ware and reusable hot cups and cold cups.

Mini-Grant #: 24-24 Bay Area Redwood, Reclaimed Wood Compost Bins for Altamont Summer Concert Series, Hayward, West County, $5,000.00 - Funds will be used to design, supply materials and fabricate 10 reclaimed wood bins to be used in the Vasco Row Commercial Zone in the City of Livermore.

Mini-Grant #: 24-25 Wee Poets, Wee Poets, Berkeley, West County, $3,000.00 - Funds will be used to produce 2, 30-minute videotapes about recycling to spread the word about recycling to millions of children and adults.

Mini-Grant #: 24-26 Mission San Jose High School-Special Education Department, Composting in our Classrooms, Fremont, West County, $5,000.00 - Funds will be used to develop a composting program to help reduce green waste in the school by composting kitchen and cooking scraps in the classroom.

Mini-Grant #: 24-27 St. Bartholomew's Episcopal Church, Revitalization of the Big Heart Garden, Livermore, East County, $3,000.00 - Funds will be used to fund stipends and provide education to the volunteers that provide food weekly to approximately 120 individuals.

Mini-Grant #: 24-28 Tri-Valley Haven, Support for Tri-Valley Haven's Food Pantry Grocery Rescue Program, Livermore, East County, $3,000.00 - Funds will be used to pay for additional hours to a dedicated staff driver that assists with the grocery reuse program by picking up recovered food six days a week from at least nine grocery stores. The driver will be able to increase staff hours to 200 more hours a year, thus increases the food distributed to families in need.

The total 2024 Expenditure Plan budget of $135,000 for Mini-Grants was approved by the Board along with the option to carry over all unexpended funds from previous grant years and expend if necessary. A total of $127,417.46 in Mini-Grants was approved.

Project Grants

The Education Advisory Board awarded 12 Project Grants to the following projects:

Project Grant #: 24-29 Oakland Unified School District, Special Staffing Support: Compost & Food Systems for OUSD Schools, Oakland, West County, $20,000.00- Funds from this grant will be used to cover part of the salary of the Garden & Compost Specialist at Oakland Unified School District. The new staff member that will be hired for this project will contribute to The Center's work on key issues related to composting & waste reduction, garden cultivation, and TK-12 youth education and career exposure on these subjects.

Project Grant #: 24-30 Rebuilding Together East Bay North (RTEBN), ECO (Estate Clean Out), Berkeley, West County, $27,000.00- Funds from this grant will be used to address the critical challenges surrounding waste diversion of household goods for reuse and access to employment for marginalized individuals.

Project Grant #: 24-31 Fixit Clinic, County-wide Chromebook Rescue, Berkeley, West County, $15,450.00- Funds from this grant will be used to assist Alameda County schools and school districts in keeping Chromebooks in service in the communities by teaching and empowering students to convert Chromebooks into general purpose computers.

Project Grant #: 24-32 Center for Environmental Health (CEH), The Road to Reusables, Oakland, West County, $30,000.00- Funds from this grant will be used to target schools in Alameda County to provide education and implementation resources that promote reusables, prevent waste in both food and food ware, and ideally implement reusables that can be effectively recycled at the end of their life.

Project Grant #: 24-33 The East Bay Depot for Creative Reuse, Castoffs to Classrooms-Continued, Oakland, West County, $27,000.00- Funds from this grant will be used to educate businesses and manufacturers on responsible disposable of discarded materials; to divert reusable materials from the landfill by collecting discarded items from businesses and manufacturers; to provide reusable materials to educators at low-or-no-cost; to teach educators the many ways reuse can be incorporated into their classrooms, and provide a physical space for reuse and repair workshops.

Project Grant #: 24-34 Berkeley Public Schools Fund, Waste Themed Climate Action Projects in BUSD Climate Literacy, Berkeley, West County, $23,000.00- Funds from this grant will be used to support classroom projects that actively engage students in waste diversion and reduction in K-8 schools in BUSD; collaborate between the Sustainability Department (maintenance and facilities) and Climate Literacy (Education Services) can be a successful holistic approach to whole school sustainability.

Project Grant #: 24-35 The Go Green Initiative, Delivering in Hayward Unified School District (AB 341, 1826 and SB 1383), Pleasanton, East County, $40,000.00- Funds from this grant will be used to continue its work with Hayward Unified School District and deliver on the progress that is underway to implement 3-bin systems, train students and staff to prevent and reduce waste, and institutionalize integrated waste management in the district.

Project Grant #: 24-36 Alameda Food Bank, Full Circle Green Waste Diversion, Alameda, West County, $20,000.00- Funds from this grant will be used to increase the capacity to receive perishable food items and redistribute them for human consumption as quickly as possible.

Project Grant #: 24-37 Earth Team, Waste Action Project-WAP 2.0, Richmond, West County, $28,000.00- Funds from this grant will be used to provide 56 paid student interns and four schools with the support and resources they need to assess their campus' waste and recycling behaviors accurately and to take action to change those behaviors and the overall school culture regarding consumption and waste while developing a new TRADE/OVTA trash assessment standard that could be replicated in other schools.

Project Grant #: 24-38 Empowerment Works c/o WasteWhat, Expanding Community Access to Refillable, Healthy, Zero-Waste Grocery by Adopting EBT, Oakland, West County, $20,000.00- Funds from this grant will be used to increase accessibility to low-waste services for the greater community by qualifying for Electronic Benefit Transfer (EBT) in the state of California, ensuring that the waste-reduction grocery offerings are accessible to individuals from diverse economic backgrounds.

Project Grant #: 24-39 Robot Garden, Fixit Clinic Expansion & Student Internships, Livermore, East County, $18,000.00- Funds from this grant will be used to expand the internship program for participating high school and Las Positas College students teach a new generation of techs and engineers about product design, repairability, sustainability and waste reduction.

Project Grant #: 24-40 Common Vision, Regeneration Nation, Berkeley, West County, $25,076.00- Funds from this grant will be used to spark and grow a movement for Regeneration Nation; support the regeneration of health soil by teaching kids how to compost; teach recycling to elementary school children; support SB1383 by distributing recovered food at 4 garden and community sites; produce an already scripted and planned MamaWanda garden video on worm composting and food waste reduction in schools and an additional Regeneration Nation video.

The total 2024 Expenditure Plan budget of $286,000 for Project Grants was approved by the Board along with the option to carry over all unexpended funds from previous grant years and expend if necessary. A total of $293,526.00 in Project Grants was awarded.

Multi-Year Grants

The Education Advisory Board awarded 2 Multi-Year Grants in the 2024 cycle.

Multi-Year Grant #: 24-41(1) Green Schools Challenge, Alameda County Green Schools Challenge, Alameda, East County, $30,000.00- Funds from this grant will be used to direct technical assistance to district child nutrition directors, district facility managers, custodial staff and faculty; classroom instruction in waste reduction, recycling and composting provided by a credentials teacher with expertise in Zero Waste; student green team training; equipment, including classroom bins and stickers, food share carts, green team aprons and pickers.

Multi-Year Grant #: 24-42(1) Oakland Leaf Foundation, Oakland Leaf's Love Cultivating Schoolyards program (LCS), Oakland, West County, $20,000.00- Funds from this grant will be used to improve the health and wellbeing of and promote environmental conservation to East Oakland youth and will support financial literacy programming and a higher paid stipend for the youth interns.

The total 2024 Expenditure Plan budget of $114,000 for Multi-Year Grants was approved by the Board along with the option to carry over all unexpended funds from previous grant years and expend if necessary. A total of $50,000.00 in Multi-Year Grants was awarded.

ALARM Mitigation Projects

Pursuant to the terms of the settlement agreement, the 2024 Expenditure Plan set aside $0 for mitigation projects for landowners in the vicinity of the landfill. The Education Advisory Board corresponded with ALARM (Altamont Landowners Against Rural Mismanagement) to notify them of the available funding. No applications were submitted for consideration during the 2024 funding cycle. The Board will continue to communicate with ALARM regarding appropriate projects for funding.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE ALTAMONT SETTLEMENT AGREEMENT EDUCATION ADVISORY BOARD'S EXPENDITURE PLAN FOR FY 2025-26

The Settlement Agreement between and among the County of Alameda, the City of Livermore, the City of Pleasanton, Sierra Club, Northern California Recycling Association ("NCRA"), Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County, Inc., dated December 5, 1999, ("Settlement Agreement") provides for collection of a per-ton fee from the Altamont Landfill and Resource Recovery Facility ("ALRRF") for impacts on the communities due to expansion of the landfill. The per-ton fee increases annually based on the Consumer Price Index.

A portion of the per-ton fee collected, currently $0.47 cents per ton from Waste Management's Altamont Landfill and $0.46 cents per ton from Republic's Vasco Road Landfill, is set aside to fund the Education Account overseen by the Education Advisory Board ("EAB"). The EAB consists of five voting members—two members chosen by the NCRA, one member chosen by the City of Livermore, one member chosen by the City of Pleasanton, and one member chosen by the Alameda County Recycling Board's environmental educator.

Each year, the EAB proposes the allocation of funds in the Education Account, which shall be approved by the County, City of Pleasanton, City of Livermore, and NCRA. Pursuant to Section 7.6.2 of the Settlement Agreement, the EAB may allocate funds for diversion education programs, job training in the field of waste diversion and recycling, and mitigating the impacts of the ALRRF operations on the affected neighboring community. The EAB also recognizes the City of Livermore for its efforts to share in the cost in support of the mission of the EAB by agreeing to provide fiscal and administrative support consistent with Section 7.6.2 of the Settlement Agreement, which is in the public interest and allows for up to 2% of the annual receipts to be spent on administrative costs.

The FY 2025-26 Expenditure Plan, attached hereto as Exhibit A, outlines the EAB's proposed plan, summary, and funding allocations for FY 2025-26.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it:

1. Finds the FY 2025-26 Expenditure Plan, attached hereto as Exhibit A, is consistent with the purposes set forth in Section 7.6.2 of the Settlement Agreement.

2. Approves the FY 2025-26 Expenditure Plan, attached hereto as Exhibit A, proposed by the Altamont Settlement Agreement Education Advisory Board for the expenditure of $628,665.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 24, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Molly A. O'Toole
Molly A. O'Toole
Assistant City Attorney

Exhibit A – Altamont Settlement Agreement Education Advisory Board FY 25-26 Expenditure Plan

2025/2026 Expenditure Plan

Altamont Settlement Agreement
Education Advisory Board

December 2, 2024

Plan Summary

The Altamont Landfill Settlement Agreement created the Altamont Education Advisory Board to propose allocation of funds in the Education Account for diversion education programs, job training in the field of waste diversion and recycling and mitigating the impacts of the landfill operations on the affected neighboring community. Funds generated from the approximate $0.47 per ton surcharge originating from the Altamont Landfill and approximate $0.46 originating from the Vasco Road Landfill, which are expected to amount to approximately $600,000 annually. This per ton surcharge fee will be increased based on the consumer price index effective January 1, 2025.

The Need

The Altamont Landfill and Vasco Road Landfill accept material for disposal from Alameda County jurisdictions, and from the city of San Ramon. Funding programs in diversion education and job training in waste diversion and recycling throughout the landfill service area will preserve the life of the landfill and save resources.

Target Sectors

- Environmental education programs that serve schools
- Non-formal environmental education programs, serving students K-12
- Community-based environmental education programs
- Job training programs in the field of waste diversion and recycling
- Support to institutions and communities required to conform to new state laws, such as SB 1383

Funding Goals

- Allocate $500,000 per year for education and job training programs in waste prevention, source reduction, reuse, recycling, composting, and procurement of recycled content products.
- Report measurable results to the Northern California Recycling Association (NCRA), Alameda County Board of Supervisors and cities of Livermore and Pleasanton on an annual basis.
- Provide up to two cents ($0.02) of every forty-five cents ($0.45) of the Education Account to Alameda Landowners Against Mismanagement (ALARM) for landfill mitigation projects (pursuant to Settlement Agreement sec. 7.3.3)
- The EAB would like to recognize the City of Livermore for its efforts to share in the cost in support of the mission of the EAB by agreeing to provide fiscal and administrative support consistent with Section 7.6.2 of the Settlement Agreement, which is in the public interest and allows for up to 2% of the annual receipts to be spent on administrative costs.

Objectives

Grants and projects:

- ❑ Mini-grants – The mini-grant program awards up to $5,000 to all eligible projects that meet award criteria up to the funding allocation amount. In 2024-25, mini-grants supported environmental science programs and school recycling and composting infrastructure projects.
- ❑ Project grants – The annual grant program would award competitive grants up to $50,000 for projects that would make significant contributions to the development of sustainable diversion education programs and job training in waste prevention and recycling. Types of projects could include: curriculum development, district-wide diversion education programs, job training programs, and community-based programs.
- ❑ Multiple year grants – Allow applicants for the annual grant program, to propose multiple year grants for up to three years of on-going support.
- ❑ Board initiated projects – Board initiated projects include projects for which a separate solicitation will need to be performed or special projects to be developed by the Board that fulfill a special niche or program area not addressed by the grants program. Types of projects could include job training partnerships, outreach programs, video and website development, and joint projects with other agencies.

Deliverables and Major Milestones

2025-26 Continue to develop job-training partnerships with education institutions, state and community colleges.

1/2025 Initiate development of 2025-26 expenditure plan.

1/2025 Release Request for Grant Applications.

3/2025 Annual expenditure plan to NCRA, Board of Supervisors and cities of Livermore and Pleasanton.

5/2025 Award project grants for 2025-26 school year.

2025/2026 Expenditure Plan

Altamont Settlement Agreement
Education Advisory Board

December 2, 2024

Assumptions

- The environmental education community perceives a need for diversion education programs and can develop grant proposals that meet the goals and objectives of the parties to the settlement agreement and the Education Advisory Board.
- The Education Advisory Board can identify appropriate partners for enhancing or developing job training programs in waste prevention and recycling.

Constraints

- COVID pandemic has required flexibility and adaptability in required timelines and milestones.
- Teachers and others involved in environmental education are very busy and may not respond to grant solicitations.
- Other funding agencies, such as the Alameda County Waste Management Authority and Source Reduction and Recycling Board may have differing priorities that dominate the program offerings.
- The Education Account has limited funds that must be stretched over a large service area.

Proposed Allocations

Board communications, website	$5,000
Mini-grants	$135,000
Project grants	$286,000
Board initiated projects	$50,000
Multi-year grants	$110,040
ALARM mitigation projects*	$0
Staff Support	$30,000
Fund management and support	$12,625
TOTAL	**$628,665**

All unexpended funds from previous grant years will be carried over and, if necessary, applied to the 2026-2027 grant year.

*ALARM fund has reached maximum amount of $100,000

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.6**

DATE: March 24, 2025

TO: Honorable Mayor and City Council

FROM: Jeramy Young, Police Chief

SUBJECT: Resolution receiving the 2024 Annual Review of Military Equipment Report, determining that the equipment identified in the report complies with applicable standards, and authorizing the City of Livermore Military Equipment Ordinance 2.36.200 to be renewed and remain in effect.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution:

1. Accepting the 2024 Annual Military Equipment Report;
2. Determining that the equipment identified in the report complies with the City's policy and the statutory requirements; and
3. Determining that the policy set forth in Livermore Municipal Code section 2.36.200 Military Equipment Policy should be renewed and remain in effect.

SUMMARY

The Livermore Police Department (LPD) regularly utilizes a wide range of equipment to provide effective public safety service to the community. This variety of equipment provides a multitude of options to help address and de-escalate situations that are often tense, uncertain, and rapidly evolving. Having the availability of different equipment options minimizes the potential for harm to the public, the suspect, and the police department staff.

In 2022, a new state law (AB 481) required City Councils to adopt, by ordinance, a policy pertaining to the finding, acquisition, and use of certain types of equipment utilized by local police departments. The law also mandated other considerations related to public engagement and annual reporting. The first report was prepared on April 11, 2022, and this report serves as our annual report for 2024.

DISCUSSION

On September 30, 2021, Governor Newsom signed into law Assembly Bill 481, related to law enforcement's funding, acquisition, and use of certain types of equipment, which AB 481 identified as "military equipment." This designation of military equipment is not necessarily synonymous with items

regularly utilized by the United States military or surplus items provided to law enforcement agencies through federal programs such as the 1033 Program. None of the designated items by the Livermore Police Department were obtained from the federal government through the 1033 Program.

Many of the items identified in this legislation have been in local use for years, while others have never been used by the Livermore Police Department. Many of the designated items, such as bean bag launchers, are commonly used as alternatives to higher levels of force, while others are not directly related to the use of force by law enforcement (i.e. Command post vehicles and non-weaponized robots/drones).

Assembly Bill 481 was codified in Government Code Sections 7070 through 7075. The bill required law enforcement agencies to obtain City Council approval of an equipment policy via ordinance, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of certain equipment identified in the Government Code. All California law enforcement agencies wishing to continue their use of this equipment were required to commence the authorization process by May 1, 2022. The Livermore City Council complied with this requirement on April 11, 2022. On April 25, 2022, Ordinance No. 2134 was adopted by adding section 2.36.200 *Military Equipment Policy* to the Livermore Municipal Code.

Government Code 7070 designates certain equipment as “military equipment.” Included in that definition are the following items possessed and/or used by the Livermore Police Department within the normal scope of operations (please refer to Attachment 1 for specific quantities and additional information):

- Unmanned, remotely piloted, powered aerial or ground vehicles (note: these items are used for observation purposes only, and do not possess weapons capabilities).
- Armored personnel carriers.
- Wheeled vehicles that have an attached breaching or entry apparatus.
- Command and control vehicles built or modified to facilitate the operational control and direction or public safety units.
- Battering rams, slugs, breaching apparatuses that are explosive in nature (this does not include handheld, one-person rams).
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code Section 30510 and Penal Code Section 30515, except for standard-issue weapons.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC (pepper spray), excluding standard, service-issues handheld pepper spray.
- Kinetic energy weapons and munitions.

Livermore Police Department policies and case law dictate when and how certain types of equipment may be used. Departmental equipment, especially any item that could be used as a force option, is expected to be used in a manner consistent with all applicable laws and policies. Department policies also require officers to utilize de-escalation and crisis intervention techniques, as well as other alternatives to force when feasible.

In addition to the equipment owned by the City of Livermore, use of allied agency equipment is also subject to the requirements of the policy. The use of equipment from allied agencies augments the department’s inventory for command and control, scene safety, intelligence gathering, lethal force

applications, and less-lethal force applications to meet the vast array of potential circumstances that might require law enforcement action. Many of those allied agency options may never actually be needed but are important tools to have available when facing uncertain and uncommon circumstances.

Government Code Section 7071(e)(2) allows the governing body of a city to approve the funding, acquisition, or use of military equipment, or other equipment as determined by the governing body to require additional oversight, within its jurisdiction only if it makes specified determinations, which include the following:

1. Equipment is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian.
2. The Livermore Police Department Military Equipment Policy (#709) will safeguard the public's welfare, safety, civil rights, and civil liberties.
3. The equipment is reasonably cost effective compared to available alternatives that can achieve the same objectives of officers and civilians.
4. The policy is approved.

In addition to the initial requirements of the legislation, law enforcement agencies must also complete the following:

- Designate a member of the department to act as the coordinator for the listed military equipment.
    - Compliance: The department has complied with this requirement by designating the Force Options Unit Lieutenant as the Coordinator. Additional staff will support the Force Options Unit Lieutenant in meeting all requirements.
- Identify department equipment that qualifies as military equipment (as defined by Government Code Section 7070) in the current possession of the Livermore Police Department, or the equipment the Livermore Police Department intends to acquire that requires approval by the governing body.
    - Compliance: The department has complied with this requirement by conducting a related inventory of current equipment (attached hereto and incorporated by reference) and by identifying future acquisitions as part of the budget.
- Conduct an inventory of all listed equipment.
    - Compliance: The department has completed the current inventory and has added the inventory as an attachment.
- Collaborate with any allied agency that may use listed equipment within the jurisdiction of the Livermore Police Department.
    - Compliance: The department has collaborated with allied agencies and included allied agency assets in the "Allied Agency Equipment" section of the attached equipment inventory. This collaboration includes the department's partnership with the Pleasanton Police Department to form a joint Special Weapons and Tactics (SWAT) team, known as the East County Tactical Team. Additional forms of listed equipment should not be used in this jurisdiction, except in exigent circumstances with approval of the Chief of Police or his/her designee. Any such exigent use shall be reported to the public on the department's website within 30 days of use unless it is deemed to be confidential under the law. Applicable reporting shall include a description of the item used, the general reason for its use, and any reasonably known fiscal impact resulting from the equipment use.
- Prepare for, schedule, and coordinate an annual community engagement meeting to include publicizing the details of the meeting and preparing for public questions regarding the department's funding, acquisition, and use of listed equipment.

    - Compliance: The Force Options Unit Lieutenant has been designated to complete this requirement, which commenced in 2023. A community meeting was held on March 17, 2025, at the Livermore Police Department.
- Prepare an annual report for submission to the Chief of Police and ensure that the report is made available on the department website.
    - Compliance: The Force Options Unit Lieutenant was assigned to complete this task on an annual basis. Refer to the attached 2024 Annual Military Equipment Report.
- Establish a procedure for a person to register a complaint of concern, or how that person may submit a question about the use of a type of equipment listed by Government Code Section 7070 and how the department will respond in a timely manner.
    - Compliance: The Professional Standards Unit Sergeant has been assigned to meet this requirement by adding an applicable section and email link of the Livermore Police Department website contains an AB 481 section under the Transparency and Information page. The webpage contains all applicable sections and an email link for complaints or concerns. No complaints or concerns were received in 2024.

Staff worked diligently to comply with all requirements of this legislation. Additionally, staff plans to include future acquisition authorizations through the regular budget approval process.

FISCAL AND ADMINISTRATIVE IMPACTS:

The legislation is not expected to have any significant fiscal or administrative impacts beyond the labor required to meet the annual inventory and transparency related requirements for the 2024 Annual Review of Military Equipment Report.

COMMUNITY PILLAR:

1: A Safe Community that Thrives

GOAL:

3: Implement processes that ensure a high degree of public trust and community support.

ATTACHMENTS

1. 2024 LPD Military Equipment Inventory
2. Livermore Police Department Policy 709 - Military Equipment
3. Ordinance 2.36.200
4. Resolution
5. Exhibit A - 2024 Annual Military Equipment Report

Prepared by: John Reynolds
Police Captain

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

LPD Military Equipment (CA GC 7070)

Type	Armored vehicle: LPD White Armor
Description	Armored vehicle that seats 8-10 personnel with open floor plan that allows for rescue of downed personnel or other victims. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.
Quantity	1
Capabilities	Armor rated to .50 cal.
Expected lifespan	10+ years (acquired in 2014)
Manufacturer's description	GMC C4500 (custom built) Duramax diesel engine-powered personnel carrier with ballistic glass and armor rated to .50 cal.
Purpose and authorized uses	To provide for the safe transport, security, and rescue of agency personnel and citizens in critical incidents, high-risk operations, natural disaster relief efforts, and other situations.
Fiscal impact	Vehicle provided by LLNL. Initial outfitting cost $42,012. Annual maintenance cost $6,700.
Legal and procedural rules	It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.
Required training	Agency authored course and annual refresher.
Compliance mechanisms	The use of armored vehicles shall only be authorized by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training -Policy 706.

Type	Patrol Rifle, Colt
Description	COLT 6933EPR is a semi-automatic, light weight, air-cooled, gas-operated, magazine-fed, shoulder fired weapon system. Chambered in .223 Rem/5.56NATO. Generally equipped with a light, electronic sight, and sling.
Quantity	104
Capabilities	Semi-automatic fire from close range to anything beyond practical handgun engagement distances.
Expected lifespan	10 years
Manufacturer's description	Built for the demanding use of those who protect our communities everyday, the Colt Enhanced Patrol Rifle (EPR) is the next evolution in the world's most dependable, thoroughly field-tested patrol rifle. Featuring an extended handguard that accepts modular rail segments for mounting a wide variety of pro-grade optics, lighting, and ergonomics-enhancing accessories, as well as the highly durable Magpul® MBUS® Pro Series front and rear back up sights and B5 Bravo buttstock. The Colt EPR reestablishes the Colt AR-15® as the finest tool for local, regional, and national law enforcement agencies.
Purpose and authorized uses	To project lethal force when reasonably necessary at a greater distance and with more accuracy than department issued handguns.
Fiscal impact	Approximately 10 rifles per year at $2000 per unit, fully equipped, and on-going maintenance cost of approx. $50 per rifle/year.
Legal and procedural rules	Use established under policy 300 and 311 for official law enforcement purposes and pursuant to State and Federal law regarding use of force.
Required training	POST certification and annual department qualification for authorized users
Compliance mechanisms	Policy 300, 311

Type	Semi Automatic Rifle, NEMO
Description	Semi-automatic, light weight, air-cooled, gas-operated, magazine-fed, shoulder fired weapon system. Chambered in .308 NATO. Generally equipped with a light, electronic or magnified optic, and sling.
Quantity	3
Capabilities	Semi-Automatic fire from close range to anything beyond practical handgun engagement distances.
Expected lifespan	10 years
Manufacturer's description	The XO 16-inch is compact and extremely maneuverable. The 16" Bartlein-blank barrel produces groups well into the sub-moa range with quality optics and ammunition. Accuracy is further enhanced with the addition of a Geissle Super Dynamic Enhanced (SD-E) two stage trigger and NEMO's recoil reducing bolt carrier–an industry first.

Purpose and authorized uses	To project lethal force when reasonably necessary at a greater distance and with more accuracy than department issued handguns.
Fiscal impact	$5500 per unit, fully equipped plus annual maintenance cost of $100/year per rifle
Legal and procedural rules	Use established under policy 300 and 311 for official law enforcement purposes and pursuant to State and Federal law regarding use of force.
Required training	Post Certification and annual qualification for authorized users.
Compliance mechanisms	Policy 300, 311
Type	**12 Gauge Less Lethal Launcher (Shotgun)**
Description	Remington 870 12 gauge less lethal launcher, generally brightly colored to distinguish from lethal weapons platforms. This platform launches 12 gauge drag-stabilized bean bag rounds and may be equipped with a side-saddle, light, sights, and orange-colored sling
Quantity	26
Capabilities	Operational range between 20 and 75 feet
Expected lifespan	10 years
Manufacturer's description	(From Remarms website): Remington 870 shotgun has a dependable action that makes it America's favorite, and our continual upgrades make it the most advanced, well-rounded family of pump shotguns around. Along with continually evolving designs, this shotgun's superiority is a matter of rugged dependability, great pointing characteristics and versatility. In fact, the Model 870™ has been the standard for slide-action performance for more than 60 years.
Purpose and authorized uses	Assist in deescalating conflict to compel an individual to cease their actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal impact	Unit cost of $1000 each, fully equipped, per 10 years.
Legal and procedural rules	Policy 300, 311, 307
Required training	Lecture, demonstration, practical application
Compliance mechanisms	Subject to applicable policies (300, 307)
Type	**40mm Launcher**
Description	Single shot, 40mm launcher (may be from different vendors), with 14" barrel. Generally equipped with an electronic sight, light and brightly colored (orange) sling.
Quantity	6
Capabilities	Capable of deploying exact impact 40mm sponge rounds including those with a chemical (OC or CS) payload or marking. Operational range between 5 and 120 feet.
Expected lifespan	10 years
Manufacturer's description	The 40mm Launcher can fire all Defense Technology® 37/40mm and 40mm rounds. It incorporates an aluminum rifled barrel that comes equipped with a top & bottom 12" Picatinny rail and front & rear pop-up adjustable sights. It will support the use of additional optics, sights and accessories with the 12" Picatinny rails and the folding stock allows for convenient carrying and storing of the launcher. A one-point sling w/ quick release is included. Additional rails may be purchased and mounted on the sides of the barrel.
Purpose and authorized uses	Assist in deescalating conflict to compel an individual to cease their actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal impact	$2200 per unit, fully equipped.
Legal and procedural rules	Policy 300, 307
Required training	Lecture, demonstration, practical application
Compliance mechanisms	Policy 300 and 307
Type	**40mm Multi-Launcher**
Description	A 40mm single-shot launcher intended to deploy various less lethal munitions. Generally equipped with a brightly colored sling, electronic sight and light.
Quantity	2
Capabilities	Capable of deploying chemical payload in the form of OC (oleoresin capsicum) or CS (2-chlorobenzalmalononitrile) or foam projectiles from 5-120 feet.
Expected lifespan	15 years
Manufacturer's description	A tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow
Purpose and authorized uses	Assist in deescalating conflict to compel an individual to cease their actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal impact	$2500 replacement cost plus ongoing maintenance
Legal and procedural rules	Policy 300, 307
Required training	Lecture, demonstration, practical application
Compliance mechanisms	Policy 300 and 307
Type	**FN303 launcher**

Description	A .68 caliber, Semi-Automatic, lightweight, compressed-air operated, magazine fed, shoulder fired less lethal launcher. Generally equipped with an electronic sight, light, and brightly colored sling.
Quantity	7
Capabilities	Capable of deploying .68 caliber polystyrene and bismuth projectiles including those with a chemical (OC powder) payload or marking. Operational range between 3 and 164 feet.
Expected lifespan	10 years
Manufacturer's description	The FN303 Less Lethal Launcher is constructed from durable lightweight polymer with comfortable ergonomics and an easy to operate safety. The FN303 Launcher is equipped with both flip-up iron sights and an integrated MIL-STD-1913 top mounting rail for optical or electronic sights or other accessories. The lightweight polymer magazine holds 15 projectiles and offers a clear rear cover to allow the operator to instantly verify both the payload type and the number of projectiles remaining.
Purpose and authorized uses	Assist in deescalating conflict to compel an individual to cease their actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal impact	$2700 per unit, fully equipped, plus ongoing maintenance, compressed air costs.
Legal and procedural rules	Policy 300, 307
Required training	Lecture, demonstration, practical application
Compliance mechanisms	Policy 300, 307
Type	**Ammunition: .223 Remington 62gr GDSP**
Description	.223 Speer Gold Dot 62gr GDSP 212 cases (at 500 rounds each)
Capabilities	Semi-automatic fire from close range to anything beyond practical handgun engagement distances.
Expected lifespan	10 years
Manufacturer's description	Speer® Gold Dot® ammunition's reliability has made it the No. 1 choice for law enforcement, and we offer the same performance for self-defense rifle applications. Gold Dot rifle is engineered to provide industry-leading performance in FBI protocol testing through barrels less than 16 inches long. Its bullets are built using Speer's exclusive Uni-Cor® method. The jacket is bonded to the core one atom at a time, virtually eliminating core-jacket separation and creating a projectile that's accurate, tough and consistent through all common barriers.
Purpose and authorized uses	Agency authorized ammunition for patrol rifle
Fiscal impact	Replace annual consumption at $290.00 per case
Legal and procedural rules	311.3.6
Required training	Continued Professional Training, Post Certification for patrol rifle operators, annual qualification.
Compliance mechanisms	Policy 311
Type	**Ammunition: .223 Remington 55gr FMJ**
Description	.223 American Eagle (Federal) 55gr Gr. FMJ
Quantity	182 cases (at 500 rounds each)
Capabilities	Training ammunition for live-fire practice from close range to anything beyond practical handgun engagement distances
Expected lifespan	10 years
Manufacturer's description	Offering outstanding performance at an economical price, Federal American Eagle .223 Remington 55 gr FMJ rifle ammo is boxer primed, brass cased and available in both 20-round box and bulk-packed quantities
Purpose and authorized uses	Agency authorized training ammunition for patrol rifle
Fiscal impact	$190/case to replace annual consumption
Legal and procedural rules	Policy 311
Required training	Continued Professional Training, Post Certification for patrol rifle operators, annual qualification.
Compliance mechanisms	Policy 311
Type	**Ammunition: .223 Remington Frangible**
Description	.223 Remington 42 gr RHT ballistcilean cartridge
Quantity	135 cases (at 500 rounds each)
Capabilities	Training ammunition for use on steel targets
Expected lifespan	10 years
Manufacturer's description	This frangible ammunition makes an excellent training load for AR-15s and other .223/5.56 NATO rifles due to its non-toxic, non-ricocheting nature. Each .223 Remington cartridge fires a 42 grain compressed metal bullet that disintegrates into powder on contact with a target, leaving behind only non-toxic residue. Ideal for shooting steel targets
Purpose and authorized uses	Training ammunition for use on steel targets
Fiscal impact	$350/case to replace annual consumption

Legal and procedural rules	Policy 311
Required training	Continued Professional Training, Post Certification for patrol rifle operators, qualification.
Compliance mechanisms	Policy 311
Type	**Ammunition: .308 Winchester 180gr Nosler Account**
Description	Agency authorized ammunition for NEMO rifle
Quantity	27 cases (at 100 rounds each)
Capabilities	Ammunition for agency authorized Semi-automatic fire from close range to anything beyond practical handgun engagement distances.
Expected lifespan	10 years
Manufacturer's description	Bullet with Heat Shield tip delivering excellent terminal performance, featuring a resilient, heat resistant polymer tip that improves ballistic coefficient, resulting in higher impact velocities, less drop, less wind drift,
Purpose and authorized uses	Agency authorized ammunition for NEMO rifle
Fiscal impact	$217/case to replace annual consumption.
Legal and procedural rules	Policy 311
Required training	Continued Professional Training, Post Certification for patrol rifle operators, qualification.
Compliance mechanisms	Policy 311
Type	**Ammunition: .308 Winchester 168gr. Hornady ELD-M**
Description	Agency authorized ammunition for NEMO rifle
Quantity	40 cases (at 100 rounds each)
Capabilities	Ammunition for agency authorized Semi-automatic fire from close range to anything beyond practical handgun engagement distances.
Expected lifespan	10 years
Manufacturer's description	The bullet's unique white polymer tip assures accuracy and smooth chambering, while the boat-tail base at the rear of the bullet acts as a platform for large diameter mushrooms. Designed for accuracy near or far, Nosler's
Purpose and authorized uses	Agency authorized ammunition for NEMO rifle
Fiscal impact	$181/case to replace annual consumption
Legal and procedural rules	Policy 311
Required training	Continued Professional Training, Post Certification for patrol rifle operators, qualification.
Compliance mechanisms	Policy 311
Type	**Projectile: 40mm Exact Impact**
Description	40mm, foam-tipped kinetic energy projectile fired from an agency-authorized 40mm launcher.
Quantity	198
Capabilities	Operational range 5-120 ft.
Expected lifespan	5 yrs.
Manufacturer's description	a lightweight, high-speed projectile consisting of a plastic body and a foam (sponge) nose that is spin stabilized via the incorporated rifling collar and the 40 mm launcher's rifled barrel.
Purpose and authorized uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal impact	Approximately 40 per year at $25 per round
Legal and procedural rules	Refer to policies 300, 307
Required training	Department training including qualification
Compliance mechanisms	Use is subject to the applicable policies (300, 307)
Type	**Projectile: 40mm Direct Impact OC**
Description	40mm, foam-tipped kinetic energy projectile fired from an agency-authorized 40mm launcher and carrying an OC payload
Quantity	180 rounds
Capabilities	Operational range from 5-120 feet
Expected lifespan	5 years
Manufacturer's description	The 40 mm Direct Impact® Round consists of a plastic body and a crushable foam nose that contains a powder payload. This payload area can hold inert, marking, OC or CS powder. The crushable foam nose dissipates energy upon impact while releasing the powder payload.

Purpose and authorized uses	To compel an individual to cease his/her actions when such munitions present a reasonable option, and to deliver a chemical (OC) payload where appropriate. A verbal warning of the intended use of the device should precede its application.
Fiscal impact	$35 per round
Legal and procedural rules	Refer to policies 300, 307
Required training	Department training including qualification
Compliance mechanisms	Use is subject to the applicable policies (300, 307)
Type	**Projectile: 40mm Direct Impact Marking**
Description	40mm, foam-tipped kinetic energy projectile fired from an agency-authorized 40mm launcher and carrying a marking paint payload
Quantity	75 rounds
Capabilities	Operational range from 5-120 feet
Expected lifespan	5 years
Manufacturer's description	The 40 mm Direct Impact® Round consists of a plastic body and a crushable foam nose that contains a powder payload. This payload area can hold inert, marking, OC or CS powder. The crushable foam nose dissipates energy upon impact while releasing the powder payload.
Purpose and authorized uses	To compel an individual to cease his/her actions when such munitions present a reasonable option, and to deliver a marking paint payload where appropriate. A verbal warning of the intended use of the device should precede its application.
Fiscal impact	$35 per round
Legal and procedural rules	Refer to policies 300, 307
Required training	Department training including qualification;
Compliance mechanisms	Use is subject to the applicable policies (300, 307)
Type	**Projectile: 40mm Ferret Round**
Description	40mm Barrier penetrator
Quantity	75
Capabilities	Barrier penetration to deliver OC or CS payload into a structure from 50-200 yards. Velocity 450fps.
Expected lifespan	5 years
Manufacturer's description	The Ferret® 40mm Round is a frangible projectile filled with chemical agent. It is designed to deliver chemical agents in barricade situations from a 40mm launcher. Spin stabilization from fins and barrel rifling affords maximum stand-off distance and accuracy for safety. The Ferret® 40mm Round is non-burning and suitable for indoor use.
Purpose and authorized uses	Used primarily by tactical teams, these rounds are designed to deliver chemical agents in barricade situations from a 40 mm launcher to penetrate barriers, such as windows, particleboard doors, and interior walls. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers small chemical agent payload inside of a structure. Its primary use is to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects
Fiscal impact	$23 per round. Approximately $2500 per year for training and operational readiness.
Legal and procedural rules	Policy 300, 307, and 408
Required training	Department training including qualification;
Compliance mechanisms	Policy 300, 307, and 408
Type	**Projectile: 12ga drag-stabilized bean bag round**
Description	12 Gauge drag stabilized bean bag round
Quantity	300 rounds
Capabilities	Operational range from 20-75 feet
Expected lifespan	5 years
Manufacturer's description	The 12-Gauge Drag Stabilized™ Round is comprised of a translucent 12-Gauge shell loaded with a 40 gram, tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four (4) stabilizing tails. The 12-Gauge Drag Stabilized™ Round utilizes smokeless powder as the propellant.
Purpose and authorized uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal impact	$6.27 per round

Legal and procedural rules	Refer to policies 300, 307
Required training	Department training including qualification
Compliance mechanisms	Use is subject to the applicable policies (300, 307)
Type	**Projectile: .68 caliber PAVA/OC Powder**
Description	8.5gram fin-stabilized polystyrene body and non-toxic bismuth forward payload.
Quantity	12 cases of 150 rounds
Capabilities	Operational range from 3 to 164 feet
Expected lifespan	3 years
Manufacturer's description	This projectile is intended as an irritant for individual suspects, point-specific targets or small area denial. The active ingredient is 0.5% PAVA/OC in a powder form for ease of storage, deployment and clean-up.
Purpose and authorized uses	To compel an individual to cease his/her actions when such munitions present a reasonable option, and to deliver a chemical (OC) payload where appropriate. A verbal warning of the intended use of the device should precede its application.
Fiscal impact	$500 per case
Legal and procedural rules	Policy 300, 307
Required training	Department training including qualification;
Compliance mechanisms	Policy 300, 307
Type	**Projectile: .68 caliber Indelible Paint**
Description	8.5gram fin-stabilized polystyrene body and non-toxic bismuth forward payload and a secondary payload of indelible paint.
Quantity	9 cases of 150 rounds
Capabilities	Operational range from 3 to 164 feet
Expected lifespan	3 years
Manufacturer's description	This projectile is intended for marking suspects and objects with an indelible colorant for later identification, arrest or questioning
Purpose and authorized uses	To compel an individual to cease his/her actions when such munitions present a reasonable option, and to deliver a marking paint payload where appropriate. A verbal warning of the intended use of the device should precede its application.
Fiscal impact	$500 per case
Legal and procedural rules	Policy 300, 307
Required training	Department training including qualification;
Compliance mechanisms	Policy 300, 307
Type	**Projectile: .68 caliber Inert Powder**
Description	8.5gram fin-stabilized polystyrene body and non-toxic bismuth forward payload along with a secondary payload of simulated irritant powder.
Quantity	5 cases of 150 rounds
Capabilities	Operational range from 3 to 164 feet
Expected lifespan	3 years
Manufacturer's description	This projectile is intended for training and contains a simulated irritant powder
Purpose and authorized uses	Training projectile for accuracy and scenario training of authorized personnel
Fiscal impact	$500 per case
Legal and procedural rules	Policy 300, 307
Required training	Department training including qualification;
Compliance mechanisms	Policy 300, 307
Type	**Kinetic Breaching Tool (KBT)**

Description	A 36" mechanical breaching device designed to be used in any space. This tool employs the best of physics in the form of a self-contained, jack-hammer style impact ram driven by a powder-actuated cartridge. This allows a large amount of energy to be precisely directed into locking mechanisms, hinges, or braces while minimizing the chances of collateral projectiles. This device can be used by officers of all sizes. There is no swinging motion required and can significantly reduce injuries of properly trained officers.
Quantity	3 devices
Capabilities	8 shots capable of breaching steel security doors.
Expected lifespan	10+ years
Manufacturer's description	A mechanical breaching tool that bridges the gap between traditional mechanical breaching, shotgun breaching, and explosive entry. The KBT utilizes a proprietary .45 Caliber handgun blank to deliver up to 850 ft/lb. of force through a hardened steel ram. Unlike explosive or shotgun breaching, however, all of the force is mechanically driven through a ram. This means that no projectile or explosive energy leaves the device except for the force of the ram which is permanently captured in the device. The ramming surface is narrow enough to focus on a single hinge, yet powerful enough to breach steel security doors.
Purpose and authorized uses	To provide immediate entry into secure structures to protect life, property, or evidence as necessary and authorized by law.
Fiscal impact	$10,628 initial cost; $2,400 annually for training and operational ammunition.
Legal and procedural rules	It is the policy of LPD to utilize the KBT only for official law enforcement purposes pursuant to State and Federal law. Refer to policies 321.
Required training	Agency-authored orientation course; annual refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.
Type	**GasRam™**
Description	The GasRam™ is a 35-pound metal device with similar characteristics to a breaching ram (weighted device with handles used to swing the GasRam™ in a pendulum motion). The obvious difference present is a canister and probe designed to deploy gas into specific areas of a structure with minimal risk of starting a fire.
Quantity	2 (1 maintained by LPD and 1 maintained by PPD)
Capabilities	Deliver 1 canister of irritant into a specific area of a structure.
Expected lifespan	10 years
Manufacturer's description	The GasRam™ is a multi use tool that can be utilized for forced entry as a door ram or be deployed as a pyrotechnic non-Lethal chemical agent delivery system. One or two man delivery teams can use the GasRam™. Pyrotechnic non-lethal chemical agent can be dispensed through walls, doors, sheet metal siding and into vehicles.
Purpose and authorized uses	Used to deploy non-lethal chemical agents into a structure in order to successfully resolve a barricade situation. This is a de-escalation tactic used prior to potentially forcing conflict inside the structure and placing officers at risk.
Fiscal impact	$3,100 initial cost; no expected annual maintenance costs.
Legal and procedural rules	It is the policy of LPD to utilize the Gas Ram, only for official law enforcement purposes pursuant to State and Federal law. Refer to policies 300, 307, 321, and 408.
Required training	Agency-authored orientation course; annual refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.
Type	**BurnSafe™**
Description	The BurnSafe™ is designed to deploy gas into a structure with minimal risk of starting a fire. The BurnSafe™ is a double walled container constructed of aluminum, which will contain the flames inside the inner chamber thereby reducing the probability of starting a fire.
Quantity	2 (1 maintained by LPD and 1 maintained by PPD)
Capabilities	Deliver 1 canister of irritant into a specific area of a structure.
Expected lifespan	10 years

Manufacturer's description	The BurnSafe™ is a double walled container constructed of aluminum. It is designed to contain the flames inside the inner chamber thereby reducing the probability of starting a fire. The BurnSafe™ allows the introduction of significant amounts of pyrotechnic non-lethal chemical agent into the target, which increases the probability of a successful resolution. The use of pyrotechnic agents has been proven to be a more effective non-lethal method of penetrating a fortified structure. The use of the BurnSafe™ will increase your team's effectiveness and provide you with an alternative delivery system.
Purpose and authorized uses	Used to deploy non-lethal chemical agents into a structure in order to successfully resolve a barricade situation. This is a de-escalation tactic used prior to potentially forcing conflict inside the structure and placing officers at risk.
Fiscal impact	$2,700 initial cost; no expected annual maintenance costs.
Legal and procedural rules	It is the policy of LPD to utilize the BurnSafe™ only for official law enforcement purposes pursuant to State and Federal law. Refer to policies 300, 307, 321, and 408.
Required training	Agency-authored orientation course; annual refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.
Type	**Community Outreach Vehicle (COV)**
Description	A mobile office that provides shelter, access to Police Department computer systems, and restroom facilities on extended events. The COV was manufactured in 2002.
Quantity	1
Capabilities	The COV can also be utilized for SWAT/CNT and other critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events.
Expected lifespan	The COV, 20-year lifespan on chassis and vehicle structure. Upgrades were made in 2018 to maintain IT systems.
Manufacturer's description	Freightliner Chassis (custom built) vehicle.
Purpose and authorized uses	To be used based on the specific circumstances of a given critical incident, large event, natural disaster or community event that is taking place. The COV shall be used by officers trained in their deployment and in a manner consistent with Department policy and training. Furthermore, only officers who have completed the California Class B Commercial driving school and properly licensed will be allowed to drive the COV.
Fiscal impact	$996,000 initial cost. Annual maintenance is approximately $4,466.
Legal and procedural rules	It is the policy of the Department to use the COV only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.
Required training	The driver/operator shall receive training in the safe handling of the vehicle on a closed training course. Once the operator has shown competence in vehicle handling, the driver/operator will drive the vehicle throughout the city with an experienced driver. Driver/operators shall also undergo California Department of Motor Vehicles commercial vehicle testing.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident or other law enforcement purpose (policy 706).
Type	**Breaching Round: Royal Arms TESAR 1**
Description	Orange Cap 2-3/4" 275 Grain Compressed Copper Frangible 12 Ga Shotgun Slug
Quantity	132
Capabilities	Defeats Solid Wood Doors, Locks & Hinges
Expected lifespan	5 years
Manufacturer's description	Orange Cap 2-3/4" 275 Grain Compressed Copper Frangible 12 Ga Shotgun Slug
Purpose and authorized uses	To provide immediate entry into secure structures to protect life, property, or evidence as necessary and authorized by law. The round is fired from a breaching shotgun and is used to destroy wood doors; both solid & hollow.
Fiscal impact	$4.50 per round
Legal and procedural rules	It is the policy of LPD to utilize breaching rounds only for official law enforcement purposes pursuant to State and Federal law. Refer to policies 321 and 408.

Required training	Agency-authored orientation course; annual refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.
Type	**Breaching Round: Royal Arms TESAR 2**
Description	Black Cap 2-3/4" 425 Grain Compressed Copper Frangible 12 Ga Shotgun Slug
Quantity	36
Capabilities	Defeats Heavy Locks, Dead-bolts and Hinges (Solid Oak – Steel Doors)
Expected lifespan	5 years
Manufacturer's description	Black Cap 2-3/4" 425 Grain Compressed Copper Frangible 12 Ga Shotgun Slug
Purpose and authorized uses	To provide immediate entry into secure structures to protect life, property, or evidence as necessary and authorized by law. The round is fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.
Fiscal impact	$4.50 per round
Legal and procedural rules	It is the policy of LPD to utilize breaching rounds only for official law enforcement purposes pursuant to State and Federal law. Refer to policies 321 and 408.
Required training	Agency-authored orientation course; annual refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.
Type	**Breaching Round: Royal Arms TESCR 3**
Description	Green Cap 2-3/4" 375 Grain Clayvon® Frangible 12 Ga Shotgun Slug
Quantity	36
Capabilities	Defeats all locks, cross-bolts and hinges. (Hollow Core Doors – Light Steel doors)
Expected lifespan	5 years
Manufacturer's description	Green Cap 2-3/4" 375 Grain Clayvon® Frangible 12 Ga Shotgun Slug
Purpose and authorized uses	To provide immediate entry into secure structures to protect life, property, or evidence as necessary and authorized by law. The round is fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.
Fiscal impact	$4.50 per round
Legal and procedural rules	It is the policy of LPD to utilize breaching rounds only for official law enforcement purposes pursuant to State and Federal law. Refer to policies 321 and 408.
Required training	Agency-authored orientation course; annual refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.
Type	**Breaching Round: Royal Arms TESAR 4**
Description	Yellow Cap 2-3/4" 750 Grain Copper/S-70 Steel Frangible 12 Ga Shotgun Slug
Quantity	48
Capabilities	Defeats class 3 doors, locks & hinges
Expected lifespan	5 years
Manufacturer's description	Yellow Cap 2-3/4" 750 Grain Copper/S-70 Steel Frangible 12 Ga Shotgun Slug
Purpose and authorized uses	To provide immediate entry into secure structures to protect life, property, or evidence as necessary and authorized by law. The round is fired from a breaching shotgun and is used to destroy deadbolts, locks, and hinges.
Fiscal impact	$5.00 per round
Legal and procedural rules	It is the policy of LPD to utilize breaching rounds only for official law enforcement purposes pursuant to State and Federal law. Refer to policies 321 and 408.
Required training	Agency-authored orientation course; annual refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.
Type	**Breaching Round: Royal Arms HP CUTTER**

Description	Silver Cap 2-3/4" 450 Grain Hardened Steel Slug NON-Frangible 12 Ga Shotgun Slug
Quantity	36
Capabilities	Cuts re-bar, penetrates security glass, car doors, punches into engine blocks
Expected lifespan	5 years
Manufacturer's description	Silver Cap 2-3/4" 450 Grain Hardened Steel Slug NON-Frangible 12 Ga Shotgun Slug
Purpose and authorized uses	To provide immediate entry into secure structures to protect life, property, or evidence as necessary and authorized by law. The round is fired from a breaching shotgun and is used to cut rebar, penetrate security glass, car doors, and can penetrate engine blocks.
Fiscal impact	$5.00 per round
Legal and procedural rules	It is the policy of LPD to utilize breaching rounds only for official law enforcement purposes pursuant to State and Federal law. Refer to policies 321 and 408.
Required training	Agency-authored orientation course; annual refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.

Type	Riot CS or OC Smoke
Description	An approximately 2.6"x 6.2" irritant and smoke pyrotechnic device.
Quantity	46
Capabilities	This launchable device delivers approximately 65.3 grams of active agent in approximately 20-40 seconds.
Expected lifespan	5 years
Manufacturer's description	Large diameter burning grenade that discharges a high volume of smoke and chemical agent through multiple emission ports. Specifically for outdoor use and should not be deployed on rooftops, in crawl spaces or indoors due to potential fire hazard. Can be hand thrown or launched. Discharge duration can reach up to 40 seconds.
Purpose and authorized uses	This device can be used to conceal tactical movement or to route a crowd.
Fiscal impact	$35 per canister.
Legal and procedural rules	It is the policy of the Department to utilize chemical agent devices only for official law enforcement purposes, and pursuant to State and Federal law. Refer to policy 300 and 307.
Required training	POST Basic SWAT Operator course or equivalent; annual department refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.

Type	Spede-Heat™ CS or OC Smoke
Description	An approximately 2.62"x 6.12" irritant and smoke pyrotechnic device.
Quantity	48 (additional devices maintained by PPD)
Capabilities	This launchable device delivers approximately 81.2 grams of active agent in approximately 20-40 seconds.
Expected lifespan	5 years
Manufacturer's description	The Spede-Heat™ CS Grenade is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This launchable grenade is 6.12 in. by 2.62 in. and holds approximately 2.9 oz. of active agent.
Purpose and authorized uses	The device is designed primarily for tactical situations to detect and/or dislodge a barricaded subject. It is used as a de-escalation tool to encourage surrender and minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects.
Fiscal impact	$35 per canister. Approximately $1200 per year for training and operational readiness.
Legal and procedural rules	It is the policy of the Department to utilize chemical agent devices only for official law enforcement purposes, and pursuant to State and Federal law. Refer to policy 300, 307, and 408.
Required training	POST Basic SWAT Operator course or equivalent; annual department refresher.

Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.
Type	**Flameless Expulsion CS or OC Smoke**
Description	An approximately 1.65"x 7.5" irritant and smoke pyrotechnic device.
Quantity	24 (additional devices maintained by PPD)
Capabilities	Delivers approximately 4.5 grams of active agent during its 3 second discharge time.
Expected lifespan	5 years
Manufacturer's description	The CS Flameless Expulsion Grenade is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnical grenades, this device's contents are ex-pelled upon actuation of a CO2 cartridge that will affect a con-fined area of approximately 1500 square feet. This grenade is 7.5 in. by 1.65 in. and delivers approximately .16 oz. of active agent during its 3-second discharge time.
Purpose and authorized uses	The device is designed primarily for tactical situations to detect and/or dislodge a barricaded subject. It is used as a de-escalation tool to encourage surrender and minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects.
Fiscal impact	$48 per canister. Approximately $1000 for training and operational readiness.
Legal and procedural rules	It is the policy of the Department to utilize chemical agent devices only for official law enforcement purposes, and pursuant to State and Federal law. Refer to policy 300, 307, and 408.
Required training	POST Basic SWAT Operator course or equivalent; annual department refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.
Type	**Baffled CS or OC Smoke**
Description	An approximately 2.6"x 6.2" irritant and smoke pyrotechnic device.
Quantity	30
Capabilities	Delivers approximately 23.5 grams of active agent during its 3 second discharge time.
Expected lifespan	5 years
Manufacturer's description	Pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.
Purpose and authorized uses	The device is designed primarily for tactical situations to detect and/or dislodge a barricaded subject. It is used as a de-escalation tool to encourage surrender and minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects.
Fiscal impact	$48 per canister. Initial inventory cost $2400. Approximately $1000 for training and operational readiness.
Legal and procedural rules	It is the policy of the Department to utilize chemical agent devices only for official law enforcement purposes, and pursuant to State and Federal law. Refer to policy 300, 307, and 408.
Required training	POST Basic SWAT Operator course or equivalent; annual department refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.
Type	**SAF Smoke™**
Description	An approximately 2.35"x 6" smoke pyrotechnic device.
Quantity	49
Capabilities	Produces white smoke for 20-40 seconds.
Expected lifespan	5 years

Manufacturer's description	The Saf-Smoke™ Grenade was designed for training, but may also be used in operations. The Saf-Smoke Grenade offers the same approximate burn times as the Spede-Heat™ Grenade in CN or CS and the Riot Control Grenade in CN or CS. The similar burn times may make it the appropriate choice for training or simulation deployment of chemical agent canisters. The Saf-Smoke formulation is considered to be less toxic than Hexachloroethane (HC) smoke. The Saf-Smoke Grenade emits a very white smoke.
Purpose and authorized uses	The device is designed primarily for tactical situations to conceal officer movements.
Fiscal impact	$30 per canister
Legal and procedural rules	It is the policy of the Department to use smoke only for official law enforcement purposes.
Required training	POST Basic SWAT Operator course or equivalent; annual department refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.

Type	Distraction Device: CTS Model 7290M
Description	A non-bursting, non-fragmenting distraction device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
Quantity	54 (Purchasing an additional to maintain 100 in inventory)
Capabilities	Produces 175db output and 6-8 million candela of light.
Expected lifespan	Until used.
Manufacturer's description	The CTS 7290M Mini Flash-Bang is the newest generation in the evolution of the Flash-Bang. Our Model 7290M Flash-Bang exhibits all of the same attributes of its larger counterpart but in a smaller and lighter package. The patented design of the 7290M, incorporates a porting system that eliminates movement of the body at detonation even if the top or bottom of the device should be in contact with a hard surface. In addition, internal adjustments have greatly reduced smoke output.
Purpose and authorized uses	To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.
Fiscal impact	$43 per device. Approximately $900 annually for training and operational readiness.
Legal and procedural rules	It is the policy of the Department to utilize distraction devices only for official law enforcement purposes, and pursuant to State and Federal law. Refer to policy 300.
Required training	POST Basic SWAT Operator course or equivalent; annual department refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.

Type	Distraction Device: CTS Model 7290-9
Description	A non-bursting, non-fragmenting multi-bang distraction device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
Quantity	24 (Purchasing an additional 24 to maintain 50 in inventory)
Capabilities	Produces 9 individual but consecutive bangs contained within one device.
Expected lifespan	Until used.
Manufacturer's description	The patented multi-bangs feature top and bottom non-fragmenting, minimal movement devices that perform with high reliability incorporating CTS Superior fuse components with the patented and US Army adopted Confidence Clip and pin shroud.
Purpose and authorized uses	To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.
Fiscal impact	$153 per device. Approximately $1200 annually for training and operational readiness.

Legal and procedural rules	It is the policy of the Department to utilize distraction devices only for official law enforcement purposes, and pursuant to State and Federal law. Refer to policy 300.
Required training	POST Basic SWAT Operator course or equivalent; annual department refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.

Type	Recon Robotics Throwbot®
Description	Compact throwable robotic device that provides real time video and audio to the operator.
Quantity	1
Capabilities	The unit can be directed to move through a structure and transmit real-time video and audio.
Expected lifespan	10+ years
Manufacturer's description	The Throwbot® robot is a throwable micro-robot platform that enables operators to obtain instantaneous video and audio reconnaissance within indoor or outdoor environments. Designed to withstand repeated drops of up to 30 feet (9 m) onto concrete, the Throwbot® robot can be thrown into hazardous situations in order to allow operators to quickly make informed decisions when seconds count. This micro-robot is designed to be able to crawl over a variety of terrain, clearing obstacles up to 2" (5 cm) tall.
Purpose and authorized uses	This robot can locate and identify subjects, confirm presence of hostages and reveal the room layout. The unit can function as a pole camera facilitating the inspection of attics, rooftops and crawl spaces. This information crucial for planning and determining the best course of action.
Fiscal impact	$16,538 for the initial purchase. No ongoing costs expected.
Legal and procedural rules	It is the policy of LPD to utilize this device only for official law enforcement purposes pursuant to State and Federal law.
Required training	Agency authored course and annual refresher.
Compliance mechanisms	To be used by officers who have been trained in the proper use as directed by a watch commander, SWAT commander, or appropriate supervisor, based on the specific circumstances of a given critical incident.

Type	UAV - DJI Avata
Description	The DJI Avata Drone with a built-in propeller guard, is compact and portable. It can fly in both indoor and outdoor scenarios, hover, and return to the home point automatically.
Quantity	4 Active
Capabilities	10 kilometer range and 18 minutes of flight time.
Expected lifespan	5 years
Manufacturer's description	The DJI Avata makes it easy to film ultra-wide 4K stabilized video indoors or outside, in and around objects. Sporting what some call a "cinewhoop" design, the Avata comes in a palm-sized form factor with all four propellers protected with attached guards. This allows for close-up filming indoors, near people, and through small openings without risking damage or injury to people and property. If the Avata does come in contact, it can just bounce off and keep flying. For a more immersive experience with intuitive controls, you can opt to pair the Avata with optional Goggles 2, FPV Goggles V2, and the DJI Motion Controller.

Purpose and authorized uses	The UAS will only be used in situations where reasonable suspicion of a crime exists, pursuant to a warrant, or during situations where exigent circumstances exist or where public safety needs outweigh privacy expectations. This policy may not encompass every situation officers will encounter in the field and deviations may be necessary and justified. Any deviations from this policy will be reviewed on a case-by-case basis. The Chief of Police, or their designee, may authorize the deployment of the UAS under the following circumstances: (a) Public safety and life preservation missions including, barricaded suspects, building/open area searches for criminal suspects, hostage situations, active shooters, apprehension of armed and dangerous fleeing suspects, dignitary protection, and high-risk search/arrest warrants; (b) Mass casualty events; (c) Lost or missing persons;
Fiscal impact	$8,773.50 for all 8 units, no recurring costs
Legal and procedural rules	Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations, Livermore Police Department Policy 615, and Livermore Policy Department UAV Procedures.
Required training	All pilots must complete Federal Aviation Administration Part 107 Certification and attend on going department approved training.
Compliance mechanisms	To be used by officers who have been trained in the proper use and in compliance with LPD Policy 615 and the FAA guidelines.
Type	**UAV - DJI Mavic 3**
Description	The DJI Mavic 3 is a small commercial drone. These UAVs are most often used for quick exterior operations.
Quantity	5
Capabilities	10 kilometers and 45 minutes of flight time
Expected lifespan	5 years
Manufacturer's description	Mavic 3 offers significantly improved imaging performance thanks to its 4/3 CMOS Hasselblad camera and 24mm-equivalent lightweight lens. It can record up to 5.1K/50fps or 4K/120fps videos. Mavic 3 Cine supports Apple ProRes 422 HQ, Apple ProRes 422, and Apple ProRes 422 LT encoding. The tele lens of the dual-camera system supports explore mode for 28x hybrid zoom, allowing to see more of the environment with ease. The flight experience has also been comprehensively improved with the flight time extended to 46 minutes and a hover time of 40 minutes. The incredibly stable O3+ technology, video transmission can reach up to 15 km and supports 1080p/60fps real-time transmission. DJI Mavic 3 is equipped with an omnidirectional obstacle sensing system, which is multiple wide-angle vision sensors onboard work together seamlessly with a high-performance vision computing engine to sense obstacles in all directions precisely and plan a safe flight route that avoids obstacles.
Purpose and authorized uses	The UAS will only be used in situations where reasonable suspicion of a crime exists, pursuant to a warrant, or during situations where exigent circumstances exist or where public safety needs outweigh privacy expectations. This policy may not encompass every situation officers will encounter in the field and deviations may be necessary and justified. Any deviations from this policy will be reviewed on a case-by-case basis. The Chief of Police, or their designee, may authorize the deployment of the UAS under the following circumstances: (a) Public safety and life preservation missions including, barricaded suspects, building/open area searches for criminal suspects, hostage situations, active shooters, apprehension of armed and dangerous fleeing suspects, dignitary protection, and high-risk search/arrest warrants; (b) Mass casualty events;
Fiscal impact	$27,620.00 for all 5 units, no recurring costs

Legal and procedural rules	Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations, Livermore Police Department Policy 615, and Livermore Policy Department UAV Procedures.
Required training	All pilots must complete Federal Aviation Administration Part 107 Certification and attend on going department approved training.
Compliance mechanisms	To be used by officers who have been trained in the proper use and in compliance with LPD Policy 615 and the FAA guidelines.

Type	UAV - DJI Matrice 300 RTK
Description	The Matrice 300 RTK is a large commercial drone. This UAV is most often used for preplanned events or extended incidents.
Quantity	1
Capabilities	15 kilometers and 55 minutes of flight time
Expected lifespan	5 years
Manufacturer's description	The DJI Matrice 300 RTK is a robust and intelligent commercial drone platform designed for various industrial applications. Here are some key features of this drone: Flight Time: The Matrice 300 RTK offers an impressive up to 55 minutes of flight time, allowing for extended operations without frequent battery changes. Advanced AI Capabilities: It incorporates advanced artificial intelligence (AI) capabilities, enhancing its ability to perform complex tasks and missions. Directional Sensing & Positioning: With 6-directional sensing and positioning, the M300 RTK ensures precise navigation and obstacle avoidance, even in challenging environments. High-Performance and Reliability: DJI has set a new standard by combining intelligence with high-performance and unrivaled reliability in the Matrice 300 RTK
Purpose and authorized uses	The UAS will only be used in situations where reasonable suspicion of a crime exists, pursuant to a warrant, or during situations where exigent circumstances exist or where public safety needs outweigh privacy expectations. This policy may not encompass every situation officers will encounter in the field and deviations may be necessary and justified. Any deviations from this policy will be reviewed on a case-by-case basis. The Chief of Police, or their designee, may authorize the deployment of the UAS under the following circumstances: (a) Public safety and life preservation missions including, barricaded suspects, building/open area searches for
Fiscal impact	$13,199 for 1 unit, no recurring costs
Legal and procedural rules	Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations, Livermore Police Department Policy 615, and Livermore Policy Department UAV Procedures.
Required training	All pilots must complete Federal Aviation Administration Part 107 Certification and attend on going department approved training.
Compliance mechanisms	To be used by officers who have been trained in the proper use and in compliance with LPD Policy 615 and the FAA guidelines.

Allied Agency Equipment -Type	Use Category (note: no fiscal impact or other impacts expected)
Armored Vehicle(s)	Use consistent with LPD policies related to similar equipment
Chemical Agents (CS, CN, OC)	Use consistent with LPD policies related to similar equipment
Flash Bangs	Use consistent with LPD policies related to similar equipment
UAV's (drones)	Used for locating and/or surveilling suspects, missing persons, etc. Also used for checking locations prior to deploying personnel.

Robots	**Used for locating and/or surveilling suspects. Also used for checking locations prior to deploying personnel to avoid encountering armed/dangerous subjects.**
.50 Cal Rifle	**Used to penetrate barriers and to incapacitate vehicles that may otherwise be difficult to stop (example: armored vehicles)**
Explosive Breaching- Detonation	**Used to defeat breach various entry points**
Battering Ram (attached to vehicle)	**Used to defeat breach various entry points**
Gas Ram/Pole (attached to vehicle)	**Used to defeat breach various entry points and deploy chemical agents where appropriate**
Less Lethal Launchers/Munitions	**Use consistent with LPD policies related to similar equipment**
Armored Tractor(s)	**Used to access areas when unsafe to do so by other means**

Expected Acquisitions (FY 25-26 / FY 26-27)	**Use Category**
Additional purchases of current inventory items	**Re-supply and additions to most authorized categories in order to maintain operational readiness. See individual items above for intended use, fiscal impacts, and additional information**
Additional purchases of patrol UAV	**In anticipation of retirements and need for additional officer pilots, and a desire for all-weather flight capabilities, we intend to purchase up to six additional UAVs with an expected cost up to $10,000 each. These UAVs will be used in a similar capacity as described above.**
Additional purchases of DFR UAV	**In order to start a Drone First Responder Program (DFR), we intend to acquire up to two UAVs with an expected cost up to $15,000 each.**

Military Equipment

709.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

709.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Copyright Lexipol, LLC 2025/01/10, All Rights Reserved.
Published with permission by Livermore Police Department

709.2 POLICY
It is the policy of the Livermore Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

709.3 MILITARY EQUIPMENT COORDINATOR
The Force Options Unit Lieutenant shall act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Livermore Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

The military equipment coordinator may delegate the above tasks as he/she deems appropriate, but will be responsible for ensuring the completion of all listed duties.

709.4 MILITARY EQUIPMENT INVENTORY
The following constitutes a list of qualifying equipment for the Department:

[Insert attachment here]

709.5 APPROVAL
The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The

Copyright Lexipol, LLC 2025/01/10, All Rights Reserved.
Published with permission by Livermore Police Department

military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

709.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy. Approved equipment includes items used by the East County Tactical Team (ECTT), which is a combined SWAT and Crisis Negotiations Team operated by members of the Livermore and Pleasanton Police Departments. ECTT equipment, as well as known resources from other local entities, such as the Alameda County Sheriff's Office, is listed in the annual inventory as Allied Agency Equipment.

Under exigent circumstances, and with the approval of the Chief of Police or designee, additional types of military equipment may be deployed from other entities to promote the safety and security of the public and/or Livermore Police Department staff. In such cases, the military equipment coordinator shall report the use on the department's website within 30 days of the event unless such information is deemed to be confidential under the law. The report shall include the type of equipment used, the reason it was used, and any fiscal impact from its use.

709.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is

Copyright Lexipol, LLC 2025/01/10, All Rights Reserved.
Published with permission by Livermore Police Department

available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

709.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

709.9 POLICY REVIEW

This policy was reviewed by Captain Boberg.

Copyright Lexipol, LLC 2025/01/10, All Rights Reserved.
Published with permission by Livermore Police Department

2.36.200 Military equipment policy.

A. The City Council has made the following determinations:

1. The military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

2. The proposed military equipment policy ("policy") will safeguard the public's welfare, safety, civil rights, and civil liberties;

3. The equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety (if any);

4. Prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

B. The police department has submitted a proposed policy to the City Council and has made those documents available on the police department's website for at least 30 days prior to the public hearing concerning the military equipment at issue.

C. The policy was considered by the City Council as an agenda item in an open session of a regular meeting, noticed in accordance with the Ralph M. Brown Act, at which public comment was permitted.

D. The policy shall be made publicly available on the police department's website for as long as the military equipment is available for use.

E. The police department shall submit an annual military equipment report to the City Council, containing the information required in Government Code Section 7072, and the City Council shall determine whether each type of military equipment identified in that report has complied with the standards for approval set forth in subsections (A)(1) through (A)(4) of this section.

F. The City Council shall review this section, and vote on whether to renew it, on an annual basis at a regular meeting, in accordance with Government Code Section 7071(e)(2).

G. The City Council approves the policy and its use and finds that it satisfies the requirements of Government Code Section 7070(d). (Ord. 2134 § 1, 2022)

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECEIVING THE LIVERMORE POLICE DEPARTMENT'S 2024 ANNUAL MILITARY EQUIPMENT REPORT, AND DETERMINING THAT THE EQUIPMENT IDENTIFIED IN THE REPORT COMPLIES WITH THE APPLICABLE STANDARDS, AND DETERMINING THAT LIVERMORE MUNICIPAL CODE SECTION 2.36.200 MILITARY EQUIPMENT POLICY SHOULD BE RENEWED AND REMAIN IN EFFECT

On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (enacting Government Code section 7070, et seq.), for the use of military equipment by California law enforcement agencies.

The statutes enacted by AB 481 seek to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used by local police department. The Livermore Police Department is in possession of and acquires certain items of equipment that qualify as "military equipment" as defined by the applicable statutes.

On April 11, 2022, the City Council conducted a public hearing to receive input and comments on the City's proposed military equipment policy, and thereafter introduced, and on April 25, 2022, adopted Ordinance No. 2134 adding section 2.36.200 *Military Equipment Policy* to the Livermore Municipal Code.

Consistent with the statutes enacted by AB 481, the Livermore Police Department prepared the *2024 Annual Military Report*, attached hereto as Exhibit A, and it held a community engagement meeting on March 17, 2025, for public questions regarding the funding, acquisition, and use of the listed equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby receives the Livermore Police Department's *2024 Annual Military Equipment Report*, attached hereto as Exhibit A, and based upon that report and the information presented in the staff report for this resolution hereby determines alternatives that:

1. The equipment is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety;
2. The equipment policy (Policy 709) will safeguard the public's welfare, safety, civil rights, and civil liberties;
3. The equipment is reasonably cost-effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and,
4. The use of the equipment complies with the policy that was in effect at the time.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it hereby determines that the policy set forth in Livermore Municipal Code section 2.36.200 *Military Equipment Policy* should be renewed and remain in effect.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 24, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

*/s/ Daniel R. Gonzales*_____
Daniel R. Gonzales
Deputy City Attorney

Exhibit A – 2024 Annual Military Equipment Report

EXHIBIT A

Livermore Police Department

ANNUAL MILITARY EQUIPMENT REPORT



2024

SERVICE WITH HONOR . PROTECTION WITH PURPOSE.

TABLE OF CONTENTS

Introduction 3

Definitions 4

Community Concerns & Complaints 6

Internal Audit & Inventory 6

2024 Deployment Statistics 8

2024 Equipment Purchases 9

Proposed Equipment Purchases 9

Conclusion 10

APPENDIX
Military Equipment Inventory

INTRODUCTION



Effective January 1, 2022, Assembly Bill (AB) 481 requires law enforcement agencies to obtain approval of the applicable governing body (Mayor and City Council), by adoption of a military equipment use policy prior to taking certain actions relating to the funding, acquisition, or use of military equipment.

On September 30, 2021, the Governor of the State of California approved Assembly Bill 481 (codified as sections 7070-7075 of the California Government Code) requiring law enforcement agencies, such as the Livermore Police Department, to have a military use policy approved by the City Council prior to requesting, seeking funding, acquiring or using military equipment. Assembly Bill 481 allows the governing body to approve the policy within its jurisdiction only if it determines that the military equipment meets specified standards.

On April 11, 2022, the Livermore City Council approved Ordinance Section 2.36.200 *Military Equipment Policy*. As required by Assembly Bill 481 and the Ordinance, the Livermore Police Department must prepare a report on the use of each type of military equipment approved in the Policy over the last year. Subsequently, the City Council must then review the Ordinance, Policy and Annual Report, and determine whether the Department's use of military equipment in the past year complied with the Policy, and whether to continue the Ordinance and Policy, take action (by ordinance) to modify the Policy, or repeal the Ordinance.

As set forth in the Policy, the Livermore Police Department retains and employs limited military equipment to safeguard the community. LPD officers, certified instructional staff, and specialized units receive training throughout the year on the use of military equipment approved under the Policy.

This Annual Report outlines the Livermore Police Department's military equipment inventory and usage, community complaints over use of military equipment, and internal audits from January 1, 2024 through December 31, 2024. The Department will submit its Military Equipment Annual Report to City Council annually.

DEFINITIONS

The Assembly Bill has designated the following categories of items as military equipment.

NOTE: The Livermore Police Department does not possess or use many of these types of equipment and does not currently have plans to acquire any new types of equipment not currently in use by the department or its partner agencies.

EQUIPMENT CATEGORY 1

- Unmanned, remotely piloted, powered aerial or ground vehicles

EQUIPMENT CATEGORY 2

- Mine-resistant ambush-protected vehicles or armored personnel carriers

EQUIPMENT CATEGORY 3

- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached

EQUIPMENT CATEGORY 4

- Tracked armored vehicles that provide ballistic protection to their occupants

EQUIPMENT CATEGORY 5

- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units

EQUIPMENT CATEGORY 6

- Weaponized aircraft, vessels, or vehicles of any kind

EQUIPMENT CATEGORY 7

- Battering rams, slugs, and breaching apparatuses that are explosive in nature

EQUIPMENT CATEGORY 8

- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition

DEFINITIONS (CONTINUED)

EQUIPMENT CATEGORY 9

- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code §30515, with the exception of standard-issue handguns

EQUIPMENT CATEGORY 10

- Any firearm or firearm accessory that is designed to launch explosive projectiles

EQUIPMENT CATEGORY 11

- Noise-flash diversionary devices and explosive breaching tools

EQUIPMENT CATEGORY 12

- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray

EQUIPMENT CATEGORY 13

- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices

EQUIPMENT CATEGORY 14

- Kinetic energy weapons and munitions

EQUIPMENT CATEGORY 15

- Any other equipment as determined by a governing body or a state agency to require additional oversight

COMMUNITY CONCERNS & COMPLAINTS

The Livermore Police Department publishes its Military Equipment Policy on the Transparency & Information section of its website.

Community concerns and military equipment complaints can be received in-person at the police department, online via the department's website, contact with officers in the field, telephone, or email.

The department has solid internal procedures for investigating complaints in an impartial manner. We are committed to efficiently and fairly resolving complaints.

In 2024, there were no community complaints, and therefore, no internal investigations were conducted.



INTERNAL AUDIT & INVENTORY

In accordance with Livermore Police Department policy 709.3 (c), the department's military equipment coordinator, designated as the Force Options Unit Lieutenant, is required to complete an internal inventory of all military equipment within the department at least once annually.

Between November 25, 2024 and January 13, 2025, members and supervisors of the Force Options Unit and Tactical team completed an internal inventory of the department's military equipment. The inventory was managed by the Force Options Unit Lieutenant. The inventory was completed in January of 2025, which identified all of the department's military equipment.

INTERNAL AUDIT & INVENTORY (CONTINUED)

The internal inventory focused on current military equipment and proposed military equipment needs for the 2025-26, and 2026-27 fiscal years. All current military equipment was found to be in good shape and working order.

An audit of the use of military equipment was completed by the Force Options Unit Lieutenant. The audit confirmed that department personnel were in compliance with Policy 709 in the use of military equipment.

The full inventory of all military equipment owned by the Livermore Police Department is attached as an appendix to this report.



2024 DEPLOYMENT STATISTICS

Armored Vehicle (ARV) Deployments

The armored vehicle was deployed 11 times during this reporting period. These deployments included:

- (2) Tactical Team Callouts
- (7) Armed Suicidal Person
- (2) Wanted Barricaded Subjects Wanted for Crimes of Violence

Unmanned Aerial Vehicles (UAVs) Deployments (also known as Drones)

The UAVs were utilized in 125 incidents. Each incident may have encompassed multiple drone deployments, with each occurrence documented. For example, two drones could have been used on one incident but both drone deployments were tracked. Within the scope of these 125 incidents, the UAV deployments included:

- 133 Area Searches
- 31 Building Searches
- 16 Scene Documentations/Search Warrants/ Investigations Unit Assists
- 14 Outside Agency Assists
- 10 Assists for the Livermore Pleasanton Fire Department

Robot Deployments

There was 1 incident where the robot was utilized. This deployment included:

- Apprehension of a barricaded attempted murder suspect

CS Gas Deployment

There was 1 incident where CS Gas was utilized. This deployment included:

- Apprehension of a barricaded attempted murder suspect
  - (1) Spede-Heat CS Gas Canister
  - (28) Liquid CS projectiles

Kinetic Energy Projectile Deployments

There were 2 incidents where Kinetic Energy Projectiles were utilized. This deployment included:

- Apprehension of a barricaded attempted murder suspect
  - (4) FN 303 projectiles
  - (4) Less-lethal shotgun
  - (4) 40mm projectiles not used on a person but used to break out and clear windows of obstructions to deploy a UAV inside
- Apprehension of an armed suicidal person
  - (1) FN 303 Projectile

Noise Flash Distraction Device Deployments (also known as Flashbangs)

There was 1 incident where Noise Flash Distraction Devices (NFDD) were utilized. This deployment included:

- Apprehension of a barricaded attempted murder suspect
  - (3) 9-bang NFDDs
  - (1) Single-bang NFDD

EXHIBIT A

2024 EQUIPMENT PURCHASES

FISCAL YEAR 2024-2025

EQUIPMENT	QUANTITY	UNIT COST	TOTAL COST
40mm Less Lethal Launcher	1	$2,980.00	$2,980.00
AR-15 Rifles	10	$1,310.00	$13,100.00
		TOTAL	$16,080.00

PROPOSED EQUIPMENT PURCHASES

AB481 Military Equipment purchases are planned in the same way as all Livermore Police Department budgeted expenditures.

The proposed purchases are shown in the fiscal year in which they will be purchased, pending approval by the City Council.

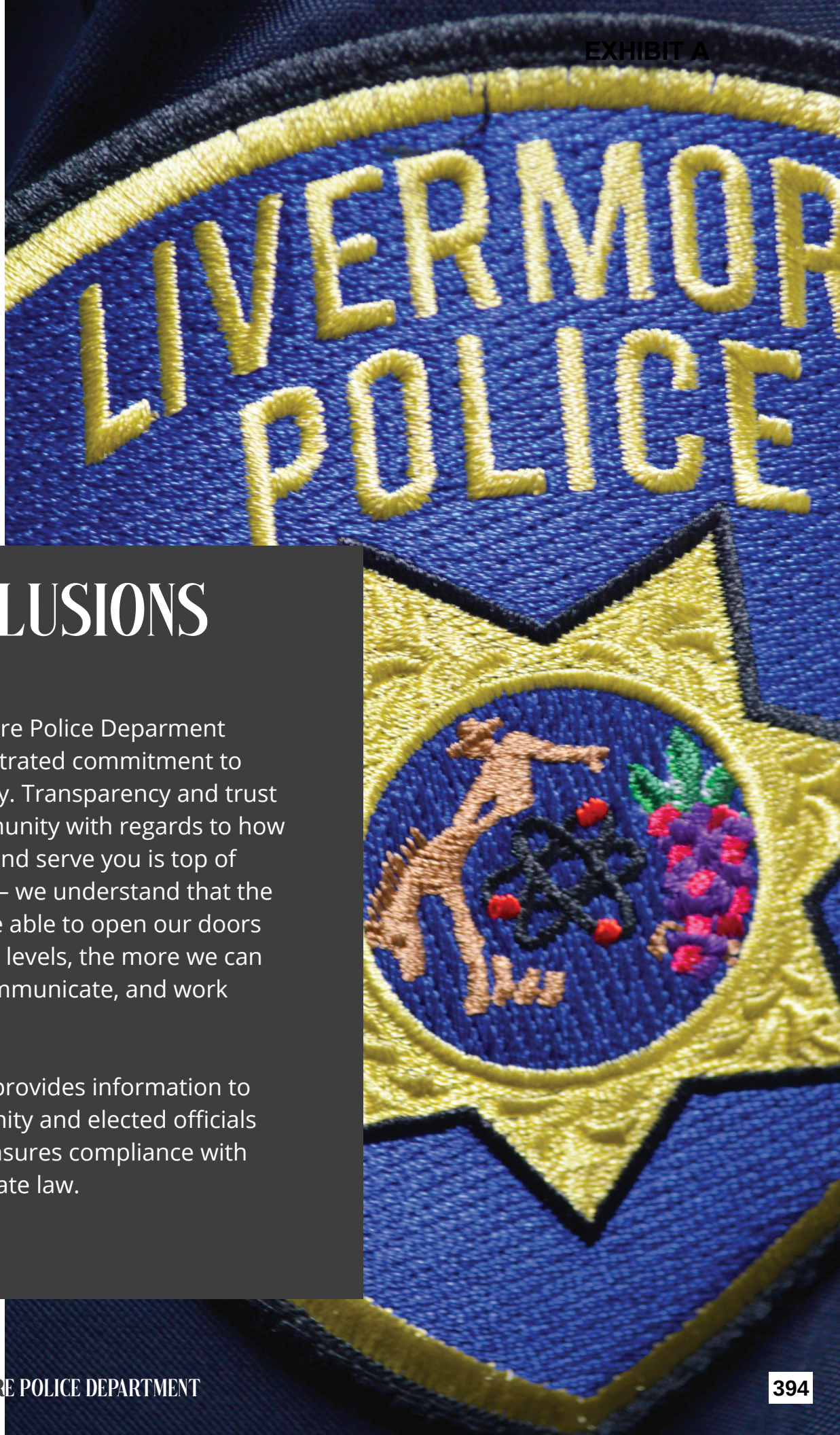
All AB481 purchases have been and will be made with monies from the General Fund.

FISCAL YEAR 2025-2026

EQUIPMENT	QUANTITY	UNIT COST	TOTAL COST
40mm Less Lethal Launcher	1	$2,980.00	$2,980.00
AR-15 Rifles	10	$1,111.77	$11,117.70
FN303 Launcher	1	$3,030.00	$3,030.00
.308 Ammunition 168GR	40	$181.00	$7,240.00
.308 Ammunition 180GR	23	$217.00	$4,991.00
Distraction Device 9-bang	40	$180.00	$7,940.00
Replacement ARV	1	$496,020	$496,020.00
		TOTAL	$533,318.70

FISCAL YEAR 2026-2027

EQUIPMENT	QUANTITY	UNIT COST	TOTAL COST
Patrol UAV (Drone)	6	$10,000.00	$60,000.00
Drone First Responder Program	1	$125,000.00	$125,000.00
40mm Launcher	1	$2,980.00	$2,980.00
FN303 Launcher	1	$3,030.00	$3,030.00
Distraction Device Mini-bang	46	$43.00	$1,978.00
Distraction Device 9-bang	40	$180.00	$7,940.00
40mm Ferret (CS)	75	$23.00	$1,725.00
Irritant Gas Canisters (CS)	12	$35.00	420.00
Flameless Irritant Gas Canisters (CS)	6	$48.00	$288.00
		TOTAL	$203,361.00



CONCLUSIONS

The Livermore Police Deparment has demonstrated commitment to transparency. Transparency and trust in our community with regards to how we protect and serve you is top of mind for us – we understand that the more we are able to open our doors to you on all levels, the more we can connect, communicate, and work together.

This report provides information to our community and elected officials as well as ensures compliance with California state law.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.7**

DATE: March 24, 2025

TO: Honorable Mayor and City Council

FROM: Judy Erlandson, Acting Public Works Director

SUBJECT: Resolution authorizing a supplemental appropriation to the Fleet Fund 730 in the amount of $3,113,239 to complete the planned purchase of vehicles for FY 2024-25

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution authorizing a supplemental appropriation to the Fleet Fund 730 in the amount of $3,113,239 to the FY 2024-25 to fund the planned purchase of the vehicles identified in the 25-year Fleet Replacement Plan.

SUMMARY

An additional $3,113,239 is required to fund the replacement of 14 planned vehicle purchases through the end of FY 2024-25. Staff is requesting supplemental appropriation from two sources; $1,873,038 of unspent funds from FYs 2022-23 and 2023-24 Fleet Fund that were not appropriated to FY 2024-25 and $1,240,201 from the Fleet Replacement Reserve Fund.

DISCUSSION

The City owns vehicles that are operated across all departments to provide essential public services. Fleet staff purchase new vehicles guided by both the City's Fleet Policy and the 25-year Fleet Replacement Plan. The Fleet Policy recommends vehicle replacement based on number of years in service, odometer readings, annual maintenance and operational costs, and overall condition of the vehicle. The 25-year Fleet Replacement Plan helps staff track the 400+ vehicles' purchase information, replacement parameters and budgeting, and informs the scheduled vehicle purchases each fiscal year. The replacement of these vehicles will increase the fleet reliability Citywide, lower operating costs, and reduce the need for preventive maintenance.

A supplemental appropriation is needed to purchase the remaining 14 vehicles scheduled for replacement. The replacement vehicles include those scheduled for purchase in FY 2024-25 and those backlogged from the prior two fiscal years. The backlog of vehicles were budgeted in the prior years, but staff were not able to complete the purchases.

The purchases were not completed in part because of pandemic-related supply chain disruptions which caused a shortage of components and vehicles and market volatility in the fleet industry making it difficult to secure vehicles. Some vehicles ordered by staff were cancelled by manufacturers months later due to lack of inventory. Staff minimized the shortages and cancellations by pushing out purchases to extend the life of the fleet and sharing vehicles with other departments to meet short-term needs.

FISCAL AND ADMINISTRATIVE IMPACTS

The funding for the supplemental appropriation is from two sources: $1,873,038 from unspent funds from FYs 2022-23 and 2023-24 Fleet Fund that were not appropriated to FY 2024-25 and $1,240,201 from the Fleet Replacement Reserve Fund. A supplemental appropriation is required to complete the purchase of vehicles scheduled through FY 2024-25.

PILLAR

5: A City That Works

GOAL

14: Develop, operate, and maintain the City's infrastructure

ATTACHMENTS

1. FY 2024-25 Planned Vehicle Replacements
2. Resolution

Prepared by: Marisa Gan
Acting Public Works Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

FY 2024-25 Planned Vehicle Replacements

ATTACHMENT 1

Funding Org	Equip. No.	Make	Model	Type of Vehicle	Current Year	Replacement Interval (yrs.)	Replacement Year	Replacement Price FY 24/25
10031000	PDA043	GGMC	2500	PICKUP-1/2TON-EXT CAB-2WD	2008	16	2025	$ 64,394.80
10031000	PDA044	FORD	RANGER	PICKUP-1/4TON-EXT CAB-2WD-SRW	2008	17	2025	$ 46,986.38
10031000	PDA045	FORD	RANGER	PICKUP-1/4TON-EXT CAB-2WD-SRW	2008	16	2025	$ 44,576.48
60064001	6230	GENI	Z4522	MANLIFT	1994	30	2025	$ 97,090.50
10090000	LAPU92	CHEV	G3500	VAN-1TON-CARGO-2WD	2009	15	2025	$ 72,747.93
62066004	WRD017	PETE	335	PIPEHUNTER JETTER/RODDER	2009	15	2025	$ 387,323.16
64067001	WRW035	FORD	F350	PICKUP-1TON-REG CAB-2WD-UTILBODY	2011	13	2025	$ 282,847.00
64067001	WRW029	FORD	F350	PICKUP-1TON-REG CAB-2WD-UTILITYBODY CRANE	2009	15	2025	$ 137,209.00
64067001	WRW036	FORD	F350	PICKUP-1TON-REG CAB-2WD-UTILBODY CRANE	2014	10	2025	$ 118,095.00
64067001	WRW008	DODG	DAKOTA	PICKUP-1/4TON-EXT CAB-2WD	2004	20	2025	$ 128,685.00
62066004	WRD025	FORD	F350	PICKUP-1TON-REG CAB-2WD-UTILBODY CRANE	2008	16	2025	$ 224,658.90
62066002	WRD004	FORD	F350	PICKUP-1TON-REG CAB-2WD-UTILBODY	2004	20	2025	$ 102,045.28
62066004	WRD026	FORD	F250	PICKUP-3/4TON-EXT CAB-2WD	2012	12	2025	$ 99,090.38
10061500	STR006	FORD	F350	PICKUP-1TON-REG CAB-2WD-UTIL	2008	16	2025	$ 82,460.27

Legend

Quote, no PO/Agreement
Not ordered
Utility body, not ordered

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF THE GENERAL FUND EXISTING FLEET REPLACEMENT RESERVE FUND (FUND 730) IN THE AMOUNT OF $3,113,239 IN FY 2024-25 TO COMPLETE THE PLANNED PURCHASE OF VEHICLES FOR FY 2024-25

The City of Livermore owns vehicles that are operated across all departments to provide essential public services. The Fleet Services Section of the Maintenance Division of the Public Works Department is responsible for purchasing new vehicles and that purchasing decision is guided by the City's Fleet Policy and the 25-year Fleet Replacement Plan.

A supplemental appropriation of $3,113,239, $1,873,038 in unspent funds from the FY 2022-23 and 2023-24 Fleet Fund that were not appropriated to FY 2024-25 and $1,240,201 from the Fleet Replacement Reserve Fundis needed to purchase the remaining 14 vehicles scheduled for replacement. The replacement vehicles include those scheduled for purchase in FY 2024-25 and those backlogged from the prior two fiscal years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it:

1. Authorizes a supplemental appropriation of the General Fund Existing Fleet Replacement Reserve Fund (Fund 730) in the amount of $3,113,239 in FY 2024-25 to complete the purchase of vehicles scheduled through FY 2024-25.

2. Authorizes the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 24, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Molly A. O'Toole_____
Molly A. O'Toole
Assistant City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.8**

DATE: March 24, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of an Affordable Housing Loan Agreement, an Affordable Housing Regulatory Agreement, a Ground Lease and all other related documents authorized and described in those agreements with Pac Avenue, L.P. and appropriating $5,000,000 in State Local Housing Trust Funds (LHTF) and $1,500,000 in City Affordable Housing Trust Funds for the development loan for the development of the Pacific Avenue Senior Apartments Phase 1.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing:

1. The City Manager, or her designee, to execute an Affordable Housing Loan Agreement, an Affordable Housing Regulatory Agreement and all other related documents authorized and described in those agreements, substantially in the forms attached to the resolution as Exhibits A and B, respectively, with Pac Avenue, L.P. for the development of the Pacific Avenue Senior Apartments Phase 1, with authorization for the City Attorney to approve minor changes and final form;
2. An appropriation of $5,000,000 in State Local Housing Trust Funds (LHTF) and $1,500,000 in City Affordable Housing Trust Funds, totaling $6,500,000 to Pac Avenue, L.P. for the Development Loan;
3. The City Manager to execute a Ground Lease with Pac Avenue, L.P., substantially in the form attached to the resolution as Exhibit C, including the HUD addendum to Ground Lease, and all related documents referred to in and necessary to carry out that agreement, subject to final approval of terms and form by the City Attorney; and
4. The City Manager to execute a City-County Subordination Agreement with Alameda County, and a Subordination Agreement with First Citizen’s Bank and Trust Company, a Modification and Subordination Agreement and a Capital Advance Mixed-Finance Program Use Agreement with the U.S. Department of Housing and Urban Development, substantially in the forms attached to the resolution as Exhibits D, E, F and G, respectively, and subject to the City Attorney’s final approval of terms and form.

SUMMARY

On September 16, 2021, the City, Satellite Affordable Housing Associates (SAHA), and Interfaith Housing (IFH) executed the Disposition, Development and Loan Agreement (DDLA) to memorialize the plan for SAHA, as lead developer of the project, to design, entitle and obtain financing for 140-units of affordable rental housing for Seniors, the "Pacific Avenue Senior Apartments", on City land located near 3800 Pacific Avenue. Since then, SAHA has assembled a variety of Federal, State and local funding sources to finance the first 79-unit phase of the project and is ready to close escrow on all financing and issue a notice to proceed to their contractor by April 1st, with construction to begin thereafter. Staff recommends City Council approve the Ground Lease, Loan and Regulatory Agreements with SAHA's limited partnership, Pac Avenue, L.P. which will lease the site and own the project. Staff further recommends Council approve a total appropriation of $6,500,000 in State Local Housing Trust and City Affordable Housing Trust Funds for a loan to develop the project. The City's Regulatory Agreement will restrict the units to occupancy by very low-income Seniors at affordable rents for a period of 55-years. Staff recommends approval of the City agreements and subordination and use agreements with the other lenders on the project to enable the development to proceed.

DISCUSSION

Background

In April 2018, the City of Livermore solicited proposals from qualified developers for the vacant, 3-acre +/- site located adjacent to the LARPD skate park at 3800 Pacific Avenue for development into affordable rental housing for Seniors (age 62 and older). On July 23, 2018, City Council approved execution of an Exclusive Negotiating Rights Agreement (ENRA) with Satellite Affordable Housing Associates (SAHA) and Interfaith Housing (IFH) to develop a concept and negotiate a Disposition, Development and Loan Agreement (DDLA) for the site. The ENA was executed on July 24, 2018, and further extended on July 24, 2019. On June 15, 2020, the Livermore City Council approved a General Plan Amendment and land use designation for the property to allow for housing development.

On September 16, 2021, the City, Satellite Affordable Housing Associates (SAHA), and Interfaith Housing (IFH) executed the Disposition, Development and Loan Agreement (DDLA) to memorialize the plan for SAHA, as lead developer of the project, to design, entitle and obtain financing for 140-units of affordable, senior housing, the Pacific Avenue Senior Apartments. On November 16, 2021, the City's Planning Commission approved SAHA's entitlements to develop senior apartments on the property, including a 79-unit building (Phase 1) and 61-unit building (Phase 2).

The DDLA was amended on December 13, 2022. Under the terms of the DDLA, the City agreed to convey the property through two, 99-year ground leases for each of the project phases. The DDLA also provided $657,000 in predevelopment loan funding to assist with costs to design and entitle the project and committed future funding to assist with development of the housing, requiring a City regulatory agreement to ensure long-term rent affordability and compliance with property management standards. The DDLA provided the forms of future City agreements to be executed with the limited partnerships, established and controlled by SAHA, to own each project phase, in accordance with tax credit program requirements. The limited partnership established by SAHA entering into these documents and referred to as "Developer", "Owner", "Borrower", or "Lessee" is Pac Avenue, L.P.

Project Funding

SAHA will fund the first 79-unit project phase through a variety of sources including the $6,500,000 City development loan, low-income housing tax credits through the State of California, an Affordable Housing

Program (AHP) Loan through the Federal Home Loan Bank, Section 202 Supportive Housing for the Elderly Program funding from the U.S. Department of Housing and Urban Development (HUD), No Place Like Home funding from the State of California, Alameda County Measure A1 Bond Affordable Rental Housing Funds, and 20 Project Based Section 8 Vouchers from the Livermore Housing Authority. These permanent sources will fund the $52,966,260 development cost, which includes operating reserves for services and expenses related to the most deeply affordable units in the project.

On August 1, 2024, the City applied to the State of California Housing and Community Development Department's (HCD) Local Housing Trust Fund Program (LHTF) and was awarded $5,000,000. The State's LHTF award was matched through the value of the City's contribution of land for the Pacific Senior Apartment project. As proposed, an additional $1,500,000 in City Affordable Housing Trust Funds would be added to the LHTF to make the total $6,500,000 development loan.

Table of Permanent Financing Sources

Sources	
$25,000,530	Tax Credit Program Equity
$6,500,000	City of Livermore Development Loan
$657,000	City of Livermore Predevelopment Loan
$6,234,012	Alameda County A1 Bond Rental Housing Program Loan
$359,090	Accrued Interest on City/County Loans
$6,257,776	State HCD No Place Like Home (NPLH) Funds
$6,947,852	HUD Section 202 Capital Advance
$10,000	Partnership Capital Contribution for HUD 202 Deposit
$1,000,000	Federal Home Loan Bank (AHP)
$52,966,260	*Total*

City Loan & Regulatory Agreement

The Affordable Housing Loan Agreement describes the terms under which the City will provide development loan assistance for Phase 1. City funds will be drawn during construction and will remain in the project as permanent financing for a term of 55 years. The loan will accrue interest at a three percent (3%), simple, annual rate which is the City's standard rate for similar affordable housing projects. The City's $657,000 predevelopment loan, previously provided through the DDLA, will be documented through an amended and restated promissory note to match interest and payment terms with a new promissory note documenting the $6,500,000 development loan, together secured through a single leasehold deed of trust totaling $7,157,000.

City subsidy on a per unit basis is $90,594, which is reasonable for the project size and type based on other City-supported affordable housing developments. Payments on the City loan would be variable and based on the availability of "residual receipts" or remaining cash after all operating expenses are paid and distributions are made to the project partners. Residual receipts payments are common "soft debt" terms provided by County and City lenders. Flexible payment loans enable project developers to keep private, fixed-debt payments low, so that deeply affordable rental properties with limited tenant rent revenues can pay for operations.

As a condition of receiving City loan assistance, the project owner will enter into a City Regulatory

Agreement, which describes use, affordability requirements, and property management standards. Occupancy in the project will be restricted to extremely low and very low-income seniors earning between 30% of Area Median Income and 50% of Area Median Income (AMI), and rents will be restricted to be affordable at those income levels. For example, current fair market rent established by the Livermore Housing Authority for a one-bedroom apartment in Livermore is $2,421, whereas project rents for a one bedroom will range from approximately $935 to $1560. Income and rent restrictions will be in place for 55 years from the end of construction. The City will monitor compliance with the agreement annually. The City's restrictions will also require the project offer local resident and Veteran's application preferences, subject to conformance with fair housing law and the leasing requirements of other approved lenders.

Under the proposed HUD-City subordination agreement, the City's Deed of Trust would be subordinate to the HUD loan and regulatory documents, including the HUD deed of trust, regulatory agreement, use agreement, and UCC financing statement for the Capital Advance Mixed Financing Program.

The project also received an award of $6,234,012 in Alameda County A1 Bond funds from the City base allocation and East County rental housing development funding pools. The County will secure its loan through a deed of trust and regulatory agreement that will be recorded to memorialize the County's affordability restrictions. Under the proposed City-County subordination agreement, the City's Regulatory Agreement would be subordinate only to the County's regulatory agreement, while the City's Deed of Trust would be superior to the County's deed of trust. Subordination to the County's regulatory agreement does not limit the City's ability to enforce its regulatory agreement. Through the County's regulatory agreement, 24 units will be reserved for formerly homeless Seniors. The County's funding will be layered with State No Place Like Home funding to provide supportive services for those units.

The project has received a commitment of $30,605,014 for a construction funding loan to be provided by First Citizen's Bank and Trust (the "Bank"). This private loan requires subordination of the City's Deed of Trust to the Bank deed of trust, however the City's Regulatory Agreement will not be subordinated. The Bank loan will be carried only during the construction period and then repaid at the close of escrow on permanent financing with some of the other sources previously described.

City Ground Lease

The proposed 99-year Ground Lease for Phase 1 will allow the project owner with the long-term leasehold interest necessary to obtain financing to construct the 79-unit building and associated improvements on the City's property. The long-term ground lease extends the maximum possible term to the developer and provides lenders with the security of a long-term interest in financing the improvements. The City's loan interests in the buildings also are secured through the leasehold interest provided to the developer. The extended lease term also allowed the City to use the value of land as required matching funds for the $5,000,000 LHTF Grant.

Nominal annual ground lease payments of $1 per year are required so long as the property complies with the affordability requirements to restrict 100% of the units for affordable Senior housing for the 55-year affordability term, as previously described. Following the 55-year term, the property will be required to reserve at least 49% of units at rents affordable to Seniors with incomes no greater than 60% of Area Median Income. It is anticipated that during the 99-year period, the building and improvements will be refinanced and renovated thus extending the opportunity to continue offering the site as 100% affordable Senior housing.

Attached to the Ground Lease is a lease addendum, required by HUD, as a condition of receiving the Section 202 Capital Advance. As previously noted, the project received a competitive award of funding from the U.S. Department of Urban Development (HUD) Section 202 Supportive Housing for the Elderly Program ("HUD 202"). This program will provide an interest free capital advance for construction and ongoing project rental assistance to fund the difference between owner operating costs and tenant rent contributions, thus enabling the project to keep rents affordable for extremely low-income Seniors. Participation by HUD is further conditioned upon the City signing onto a program use agreement between HUD and the Pac Avenue L.P., in substantially the form attached to the Resolution as Exhibit G, which will ensure that the project will be used as affordable housing for seniors for a term of 55 years. The City Manager would have authority to sign other agreements under her authority to consent as described in the Lease and to carry out activities described in the Lease including executing any addenda, amendments and additional agreements so long as they do not substantially affect the City's rights and obligations described in the Lease. Any substantive modifications to the lease in the future would need approval by the City, Lessee, and other lenders who have approved loans on the property.

If approved by City Council, SAHA will close escrow on construction financing and will issue a notice to proceed to their contractor by April 1, 2025, with construction to start thereafter. Construction of Phase 1 is expected to complete within 24 months of commencement.

FISCAL AND ADMINISTRATIVE IMPACTS

No general funds will be allocated to this project. If approved, the City's $6,500,000 development loan will be funded through an appropriation of $5,000,000 in State Local Housing Trust Funds (LHTF), and $1,500,000 in City Affordable Housing Trust Funds. Annual monitoring costs for the loan and regulatory agreement will be paid for by the borrower in accordance with what is set forth in the City's master fee schedule. The Ground Lease will generate a nominal amount of $1.00 per year. All fees and costs associated with the improvements and operation of the development, including any fees or assessments, will be the responsibility of the lessee.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

7: Expand and preserve the supply of affordable housing opportunities.

ATTACHMENTS

1. Resolution
2. Exhibit A - Loan Agreement
3. Exhibit B - Regulatory Agreement
4. Exhibit C - Ground Lease
5. Exhibit D - City/County Subordination
6. Exhibit E - First Citizen's Subordination
7. Exhibit F - Modification and Subordination
8. Exhibit G - HUD Use Agreement

Prepared by: Fran Earl
Housing and Human Services Manager

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AFFORDABLE HOUSING LOAN AGREEMENT, AN AFFORDABLE HOUSING REGULATORY AGREEMENT, AND A GROUND LEASE WITH PAC AVENUE, L.P. FOR THE DEVELOPMENT OF THE PACIFIC AVENUE SENIOR APARTMENTS PHASE 1, AND APPROPRIATING $5,000,000 IN STATE LOCAL HOUSING TRUST FUNDS (LHTF) AND $1,500,000 IN CITY AFFORDABLE HOUSING TRUST FUNDS FOR THE DEVELOPMENT LOAN

Satellite Affordable Housing Associates ("SAHA") is a non-profit organization whose mission is to provide quality affordable homes and services that empower people and strengthen neighborhoods.

In January 2018, the City Council directed staff to take the necessary steps to identify a developer for an approximately 3.6 acre site on Pacific Avenue (the "Property") to develop an affordable senior housing project with a preference for veterans (the "Project").

In April 2018, the City issued a request for qualifications seeking capable developers who could meet the stated project goals of providing an innovative development plan for the site that includes 100-140 units of affordable senior housing (including a preference for veterans, and services for seniors with disabilities and special needs).

On July 23, 2018, the competitive process concluded with the City Council's selection of SAHA and Interfaith Housing (IFH) as the developer for the Project. The City then entered into an Exclusive Negotiating Rights Agreement (ENRA) that allowed for the predevelopment site analysis, project scoping, and determination of a preliminary site plan.

On September 13, 2021, the City Council authorized the execution of a Disposition Development and Loan Agreement (DDLA) with SAHA and IFH to award a 99-year lease to develop the site to construct up to 140 units of senior, multi-family rental housing over two phases of development, which will be affordable for households with incomes no greater than 60% of Area Median Income for Alameda County, and at least 49% of all units restricted for seniors earning up to 50% of Area median income. The DDLA set forth the terms and conditions the City Council determined to be best suited for the provision of the Project and its affordable housing as required by California Government Code Section 37364.

On November 16, 2021, the City approved land use entitlements for the Project for a Phase 1 development of 79-units and a Phase 2 development consisting of 61-units.

SAHA has assembled a variety of Federal, State and local funding sources to finance the first 79-unit phase of the project and is ready to close escrow on all financing and start construction, so now the City and SAHA's limited partnership which will lease

the site and own the project, Pac Avenue, L.P, wish to enter into the Ground Lease, Loan and Regulatory Agreements and approve and execute subordination and use agreements with the other project lenders to enable the development to proceed.

The proposed loan and ground lease are for the Phase 1 development of 79-units and are conditioned upon the execution of the City Regulatory Agreement, that describes use, affordability requirements, and property management standards. The Regulatory Agreement requires occupancy in the project to be restricted to extremely low and very low-income seniors earning between 30% of Area Median Income and 50% of Area Median Income (AMI), and rents will be restricted to be affordable at those income levels. Income and rent restrictions will be in place for 55 years from the end of construction. The City will monitor compliance with the agreement annually. The City's restrictions will also require the project offer local resident and Veteran's application preferences, subject to conformance with fair housing law and the leasing requirements of other approved lenders. Following the 55-year term, the property will be required to reserve at least 49% of units at rents affordable to Seniors with incomes no greater than 60% of Area Median Income. It is anticipated that during the 99-year period, the building and improvements will be refinanced and renovated thus extending the opportunity to continue offering the site as 100% affordable.

The City also desires to appropriate $6,500,000 in State Local Housing Trust and City Affordable Housing Trust Funds to fund the loan to SAHA to develop the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that:

1. The City Manager, or her designee, is authorized to execute an Affordable Housing Loan Agreement and an Affordable Housing Regulatory Agreement on behalf of the City with Pac Avenue, L.P. in substantially the same form as the agreements attached to this resolution as Exhibits A and B, respectively, for the development of the Pacific Avenue Senior Apartments Phase 1, subject to the City Attorney's approval as to form. Likewise, the City Manager or her designee is further authorized to execute other related documents authorized and described in those agreements.

2. The amount of $5,000,000 in State Local Housing Trust Funds (LHTF) and $1,500,000 in City Affordable Housing Trust Funds, totaling $6,500,000 is hereby appropriated for the Affordable Housing Loan Agreement with Pac Avenue, L.P.

3. The City Manager, or her designee, is authorized to execute a Ground Lease on behalf of the City with Pac Avenue, L.P. in substantially in the same form as the lease attached to this resolution as Exhibit C, subject to the City Attorney's approval as to form. Likewise, the City Manager or her designee is further authorized to execute other related documents authorized and described in the lease, including the HUD addendum to Ground Lease and a HUD Use Agreement, subject to the City Attorney's approval as to form

4. The City Manager, or her designee, is authorized to execute a City-County Subordination Agreement with Alameda County, a Subordination Agreement with First Citizen's Bank and Trust Company, a Modification and Subordination Agreement and a Capital Advance Mixed-Finance Program Use Agreement with the U.S. Department of Housing and Urban Development (HUD) in substantially the same form as the agreements attached to this resolution as Exhibits D, E, F and G, respectively, and subject to the City Attorney's approval as to form.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 24, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

Exhibit A – Form of Affordable Housing Loan Agreement
Exhibit B – Form of Affordable Housing Regulatory Agreement
Exhibit C – Form of Ground Lease
Exhibit D – Form of City-County Subordination Agreement
Exhibit E – Form of Subordination Agreement with First Citizen's Bank and Trust Company
Exhibit F – Form of Modification and Subordination Agreement with HUD
Exhibit G – Form of Capital Advance Mixed-Finance Program Use Agreement with HUD

AFFORDABLE HOUSING LOAN AGREEMENT

by and between

THE CITY OF LIVERMORE

and

Pac Avenue, L.P.

Pacific Senior Apartments Phase 1

_____, 2025

THIS AFFORDABLE HOUSING LOAN AGREEMENT (this "**Agreement"**) is entered into effective as of _____, 2025 ("**Effective Date**") by and between the City of Livermore, a municipal corporation ("**City**") and Pac Avenue, L.P., a California limited partnership ("**Borrower**"). The City and the Borrower are collectively referred to herein as the "Parties."

RECITALS

A. On September 16, 2021, the City, Satellite Affordable Housing Associates, a California nonprofit public benefit corporation ("**SAHA**"), and Interfaith Housing, Inc., a California nonprofit public benefit corporation ("**IFH**") executed a Disposition, Development and Loan Agreement (the "**DDLA**"), with respect to the development of approximately 3.56 acres of real property located adjacent to Sunken Gardens Park (3800 Pacific Avenue) at the eastern terminus of Pacific Avenue in Livermore, California (the "**Pacific Senior Property"**). On December 13, 2022, the City approved a First Amendment to the executed DDLA, which included the property subdivision, an updated performance schedule, and a ground lease term sheet.

B. Pursuant to the DDLA, SAHA will develop one hundred forty (140) units of affordable, senior multi-family rental housing (the "**Pacific Avenue Project**"), with a preference for veterans, to the extent permitted by Applicable Laws, on the Pacific Senior Property. The Pacific Avenue Projects shall be divided into two phases consisting of a 79-unit building with one manager's unit ("**Phase 1**", or the "**Project**") and a 61-unit building ("**Phase 2**"). This agreement only encumbers Phase 1 of the Project.

C. In accordance with the DDLA, the City agreed to convey the Pacific Senior Property to SAHA through two long-term ground leases (one dedicated for each Phase), commencing with the Phase 1 ground lease (the "**Ground Lease**"). The City agrees to provide up to Seven Million One Hundred Fifty-Seven Thousand Dollars ($7,157,000) in financing for Phase 1 of the development, which financing was apportioned as (i) Six Hundred Fifty-Seven Thousand Dollars ($657,000) in predevelopment financing and (ii) Six Million Five Hundred Thousand Dollars ($6,500,000) in permanent development financing in accordance with the City-approved financing plan, and loaned concurrently with the close of escrow of construction financing.

D. In accordance with the DDLA, the City filed Parcel Map No. 10858 for recordation in the Official Records of Alameda County (the "**Map**"), on November 27, 2024, in Book 360 of maps at pages 87-89, subdividing the Pacific Senior Property. The Borrower intends to lease "**Parcel 2**", as shown on the Map, for Phase 1, (the "**Property**") more particularly described in Exhibit A attached hereto. On or about the date of this Agreement, Borrower will ground lease the Property.

E. In accordance with the DDLA, SAHA formed Pac Avenue, L.P. to develop, own and operate the Project.

F. In accordance with the DDLA, and upon the satisfaction of the conditions precedent set forth in this Agreement and subject to the terms and conditions set forth herein, the

City has agreed to (i) allow for the assignment/assumption/amendment of the City Predevelopment Note (as defined below) to the Borrower; and (ii) make a development loan to the Borrower in an amount not to exceed **Six Million Five Hundred Thousand Dollars ($6,500,000),** (the "**City Development Loan**") to assist with permanent development financing of the Project. The California Department of Housing & Community Development (HCD) Local Housing Trust Fund (LHTF) Program is funding $5,000,000 of the City Development Loan.

G. Pursuant to the DDLA, the City has disbursed all of the proceeds of the City Predevelopment Loan to SAHA, evidenced by the Promissory Note dated September 16, 2021, (the "**City Predevelopment Note**"). The City Predevelopment Note will be amended, restated and assumed by Borrower pursuant to Section 4.1.2 of this Agreement.

H. Concurrently with the execution of this Agreement, Borrower assumes the obligation to repay the City's Predevelopment Loan, Borrower will execute, and deliver to City, and as applicable, cause to be recorded in the Official Records: the **City Development Loan Note** (as defined herein, and together with the City A&R Predevelopment Note (as hereinafter defined), as assigned to Borrower (collectively, the "**Notes**"), to evidence Borrower's obligation to repay the City Development Loan, a leasehold deed of trust in the amount of **Seven Million One Hundred Fifty-Seven Thousand Dollars ($7,157,000),** that will provide City with a security interest in the Property (the "**Deed of Trust**") to secure the Notes, and an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants, that will restrict units in the Project to be affordable to low-income households, with incomes that do not exceed 20%, 30%, 50% and 60% of the Area Median Income, for a term of not less than fifty-five (55) years.

I. A material inducement to the City to enter into this Agreement is the representation by Borrower to develop the Project within the time periods specified herein, and the City would be unwilling to enter into this Agreement in the absence of an enforceable commitment by Borrower to take such actions and complete such work in accordance with the provisions and time periods set forth herein (i) commence construction for Phase 1 within 12 months of evidence of financing; and (ii) complete construction within two (2) years of commencement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE I

DEFINITIONS; EXHIBITS

1.1 Definitions. The following terms shall have the meanings set forth in the Sections referenced below whenever used in this Agreement and the Exhibits attached hereto. Additional terms are defined in the Recitals and text of this Agreement.

"Affordable Rent" is defined in the Regulatory Agreement.

"Applicable Laws" is defined in Section 5.5.

"**Approved Financing**" for the Project means the sources included in the Approved Development Budget, attached as Exhibit G, or as otherwise modified in accordance with Section 8.7.

"**Approved Senior Loan**" means the loan provided by First Citizens Bank in an approximate amount of $30,984,790.

"Area Median Income" is defined in the Regulatory Agreement.

"Borrower" is defined as Pac Avenue, L.P., a California limited partnership.

"Certificate of Completion" means a final certificate of occupancy or its equivalent.

"City's Authorized Representative" means the City Manager of the City of Livermore.

"City" means the City of Livermore, a municipal corporation.

"City A&R Predevelopment Note" is defined in Section 4.1.2.

"City Council" means the City Council of the City of Livermore.

"**City Development Loan**" is defined in Recital F.

"**City Development Loan Note**" is defined in Recital H.

"**City Documents**" means collectively, this Agreement, the City Note(s), the Leasehold Deed of Trust, the Regulatory Agreement and the Ground Lease.

"**City's Permitted Exceptions"** is defined in Section 4.6(f).

"**City Predevelopment Note**" is defined in Recital G.

"**Claims**" is defined in Section 5.4.

"**Closing Date**" or "**Close of Escrow**" shall be the date that escrow closes for the Loan.

"DDLA" is defined in Recital A.

"**Deed of Trust"** is defined in Recital H.

"**Environmental Laws**" is defined in Section 7.1.2.

"Escrow Agent" is defined in Section 3.1.

"**Ground Lease**" is defined in Recital C.

"HCD" is defined as California Department of Housing & Community Development.

"IFH" is defined in Recital A.

"Force Majeure" is defined in Section 12.1.

"**Hazardous Material**" is defined in Section 7.1.1.

"**Improvements**" is defined in Section 2.2.

"**Indemnitees**" is defined in Section 5.4.

"**Lender's Title Policy"** is defined in Section 4.6(f).

"LHTF" is defined as Local Housing Trust Fund.

"**Loan"** means collectively the City Predevelopment Loan and the City Development Loan.

"**Map**" is defined in Recital D.

"**Notes**" is defined in Recital H.

"**Official Records"** means the Official Records of Alameda County.

"Pacific Avenue Project" is defined in Recital B.

"**Pacific Senior Property**" is defined in Recital A.

"**Parcel 2**" is defined in Recital D.

"**Partnership Agreement**" is defined in Section 8.3.

"**Phase 1**" is defined in Recital B.

"**Phase 1 Ground Lease**" is defined as that certain Ground Lease between City of Livermore and Pac Avenue, L.P. executed on _____, 2025 and recorded in the Official Records of Alameda County.

"**Phase 2**" is defined in Recital B.

"**Project**" is defined in Recital B.

"**Property"** is defined in Recital A.

"**Regulatory Agreement**" is defined in Section 4.6(d).

"**SAHA**" is defined in Recital A.

"Title Company" is defined in Section 3.1.

"**Transfer**" is defined in Section 8.2.

1.2 Exhibits. The following Exhibits are attached hereto and incorporated into this Agreement by this reference:

A Legal Description of the Property
B Form of City Amended & Restated Predevelopment Note
C Form of City Development Note
D Form of City Leasehold Deed of Trust
E Form of Regulatory Agreement
F Insurance Requirements
G Approved Development Budget
H Form of Ground Lease

ARTICLE II

REPRESENTATIONS; PROJECT SCOPE; FINANCING PLAN

2.1 Borrower's Representations. Borrower represents and warrants to City as follows, and Borrower covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.1 not to be true, Borrower shall immediately give written notice of such fact or condition to City. Borrower acknowledges that City shall rely upon Borrower's representations made herein notwithstanding any investigation made by or on behalf of City.

(a) Organization. Borrower is a limited partnership, duly organized and in good standing under the laws of the State of California. Borrower's general partner is Pac Avenue, LLC, a limited liability company that is duly organized and in good standing under the laws of the State of California and whose sole members are SAHA and IFH,, which are both nonprofit public benefit corporations, duly organized and in good standing under the laws of the State of California and tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

(b) Authority of Borrower. Borrower has full power and authority to execute and deliver this Agreement and all other documents or instruments executed and delivered by Borrower, or to be executed and delivered by Borrower pursuant to, or in connection with, this Agreement, and to perform and observe all terms and provisions of all of the foregoing.

(c) Authority of Persons Executing Documents. This Agreement and all other documents or instruments that have been or that will be executed and delivered by Borrower pursuant to or in connection with this Agreement, have been or will be executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Borrower, and all actions required under Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments that have been or that will be executed and delivered by Borrower pursuant to or in connection with this Agreement, have been duly taken or will have been duly

taken (to the extent such actions are required) as of the date of execution and delivery of such documents.

(d) Valid and Binding Agreements. This Agreement and all other documents or instruments which have been or that will be executed and delivered by Borrower pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered, constitute legal, valid and binding obligations of Borrower, enforceable in accordance with their respective terms, subject to laws affecting creditors' rights and principles of equity.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement or any other documents or instruments that have been or that will be executed and delivered by Borrower pursuant to or in connection with this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency binding on Borrower, or any provision of the organizational documents of Borrower, or will conflict with or constitute a breach of or a default under any agreement to which Borrower is a party, or will result in the creation or imposition of any lien upon any assets or property of Borrower, other than liens established pursuant hereto.

(f) Pending Proceedings. Borrower is not in default under or in violation of any law or regulation or under any order of any court, board, commission or agency whatsoever, and to the current actual knowledge of Borrower's principals, there are no claims, actions, suits or proceedings pending or threatened against or affecting Borrower or the Property, at law or in equity, before or by any court, board, commission or agency. Borrower is not the subject of any bankruptcy or insolvency proceeding, and no general assignment or general arrangement for the benefit of creditors or the appointment of a trustee or receiver to take possession of all or substantially all of Borrower's assets has been made.

2.2 Project Scope. The Project will include the development of 79 new construction apartments for Seniors including one (1) manager's residential unit, office, resident services space, and other resident amenities and improvements on the Property (all of the foregoing are collectively hereinafter referred to as the "**Improvements**") in accordance with the Financing Plan as defined in and set forth in the Development Budget, attached hereto as Exhibit G. To the extent permitted by all Applicable Laws and the provisions of Section 6.5 of the Regulatory Agreement, preference shall be given to veterans. Phase 2, noted in Recital B, will consist of a 61-unit building, which will be financed and constructed at a later date.

ARTICLE III

ESCROW AND CLOSING

3.1 Escrow. City and Borrower shall open escrow at the office of Old Republic Title Company located at 555 12th St. Ste. 2000, Oakland, CA 94607, or such other title company as the Parties may agree upon ("**Title Company**" or "**Escrow Agent**") in order to consummate the closing of escrow for the transactions contemplated hereby.

3.2 Costs of Closing and Escrow. Borrower shall pay all title insurance premiums for policies Borrower elects to purchase in connection with Borrower's ground lease of the Property. Borrower shall pay, or cause to be paid, all recording fees, transfer taxes, escrow fees and closing costs incurred in connection with the ground lease of the Property. Borrower shall pay for the cost of any lender's policy of title insurance that City elects to acquire in connection with the transactions contemplated hereby. City and Borrower shall provide Escrow Agent with a copy of this Agreement, which together with such supplemental instructions as City or Borrower may provide and which are consistent with the intent of this Agreement or which are otherwise mutually agreed upon by City and Borrower, shall serve as escrow instructions for the Closing.

3.3 Closing. The Closing Date shall be a date that is mutually acceptable to the Parties. Prior to the Close of Escrow, Borrower shall deposit into escrow the City Documents to which Borrower is a party, executed and acknowledged as applicable, and Borrower's share of closing costs. Provided that all conditions precedent (Section 4.6) to Close of Escrow have been satisfied or waived, City shall deposit into escrow executed copies of the City Documents to which City is a party. On the Closing Date the Escrow Agent shall cause the Leasehold Deed of Trust and Regulatory Agreement to be recorded in the Official Records.

ARTICLE IV

CITY FINANCIAL ASSISTANCE

4.1 Predevelopment and Development Loan and Note.

4.1.1 Development Loan. The City will make the City Development Loan to the Borrower in the amount of **Six Million Five Hundred Thousand Dollars ($6,500,000)** upon the terms and conditions and for the purposes set forth in this Agreement. The City Development Loan shall be evidenced by that certain Promissory Note which shall be dated as of the Closing Date and executed by Borrower substantially in the form attached hereto as Exhibit C (the "**City Development Note**"). Provided that Borrower has complied with all conditions precedent to disbursement of the City Development Loan set forth in Section 4.6, the proceeds of the City Development Loan ("**Loan Proceeds**") shall be disbursed pursuant to approved draw requests as described in Section 4.6(k). The Parties agree that City shall disburse the Loan Proceeds only for the purpose of funding Project development costs.

4.1.1(i) Interest Rate. The principal balance of the City Development Note outstanding will bear simple interest at the rate of three percent (3%) per annum based on a 365-day year from the dates of disbursement. Annual payments shall be due and payable on a residual receipts basis commencing upon City's issuance of a final certificate of occupancy or equivalent for the Project in accordance with the formula set forth herein based on the total loan amounts set forth in the Project's final, approved cost certification.

4.1.2 City Predevelopment Loan. As set forth in the Recitals, the City has provided the City Predevelopment Loan to SAHA using City Low Income Housing Funds to fund certain predevelopment expenses associated with the Project in the amount of **Six Hundred**

Fifty-Seven Thousand Dollars ($657,000). SAHA's obligation to repay the City Predevelopment Loan is evidenced by an Amended and Restated Predevelopment Loan Note (the "**City A&R Predevelopment Note**"). As of the Effective Date, all of the proceeds of the City Predevelopment Loan have been disbursed.

4.1.2(i) Assignment by SAHA. SAHA hereby assigns to Borrower all of SAHA's rights, title and interest in, and obligations under the City A&R Predevelopment Note.

4.1.2(ii). Acceptance of Assignment. Borrower hereby accepts the above assignment and hereby assumes all of SAHA's rights, title and interest in, and obligations under the City A&R Predevelopment Note.

4.1.2(iii). Interest Rate. The principal balance of the City A&R Predevelopment Note outstanding will bear simple interest at the rate of three percent (3%) per annum based on a 365-day year from the dates of disbursement. Annual payments shall be due and payable on a residual receipts basis commencing upon City's issuance of a final certificate of occupancy or equivalent for the Project in accordance with the formula set forth herein based on the total loan amounts set forth in the Project's final, approved cost certification.

4.2 Payment Dates; Maturity Date. By no later than July 1 of each year following the issuance of a final certificate of occupancy or equivalent for the Project, Borrower shall pay to City fifty percent (50%) of Surplus Cash (defined below) generated by the Project during the previous calendar year to reduce the indebtedness, on a pari passu basis, owed under the Notes, which shall be shared on a proportional basis with other approved public lenders that provide financing with residual payment terms for the Project. Payments shall be credited first to any unpaid late charges and other costs and fees then due, then to accrued interest, and then to principal. In no event shall any amount due under the Notes become subject to any rights, offset, deduction or counterclaim on the part of Borrower. The entire outstanding principal balance of the City Predevelopment Loan and the City Development Loan, together with interest accrued thereon and all other sums accrued hereunder shall be payable in full on the date (the "**Maturity Date**") which is fifty-five (55) years from the repayment in full of the Approved Senior Loan. Notwithstanding the foregoing, the City shall have the right to accelerate the Maturity Date and declare all sums payable under the Notes immediately due and payable upon the expiration of all applicable cure periods following the occurrence of an Event of Borrower Default.

No later than June 1 of each year following the issuance of a final certificate of occupancy or equivalent for the Project, Borrower shall provide to City Borrower's calculation of Surplus Cash for the previous calendar year, accompanied by such supporting documentation as City may reasonably request, including without limitation, an independent audit prepared for the Project by a certified public accountant in accordance with generally accepted accounting principles. City shall have the right to inspect and audit Borrower's books and records concerning the calculation of Surplus Cash, and to object within ninety (90) days from receipt of Borrower's statement. Failure to timely object shall be deemed acceptance. If City does object, City shall specify the reasons for disapproval. Borrower shall have thirty (30) days to reconcile

any disapproved item. If Borrower and City cannot agree on the amount of Surplus Cash, an independent auditor mutually selected by Borrower and City shall resolve any disputed items. The cost of the auditor shall be shared equally by Borrower and City.

No later than November 1 of each year following issuance of the final certificate of occupancy or equivalent for the Project, Borrower shall provide to City a projected budget for the following calendar year which shall include an estimate of Surplus Cash. City will review the proposed budget and, if acceptable, approve it, which approval shall not be unreasonably withheld, provided, however, if the proposed budget has not been rejected by City within 15 days of receipt, City shall be deemed to have accepted the budget. If the budget is not acceptable, City shall specify the reasons for disapproval. Once approved, any changes to the budget for discretionary items that exceed ten percent (10%) of the total budgeted amount applicable shall require City's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, annual increases of 5.0% or less for a budgeted line item shall be deemed approved and shall not require further consent by the City.

4.2.1 "**Surplus Cash**" shall mean for each calendar year during the term hereof, the amount by which Gross Revenue (defined below) exceeds Annual Operating Expenses (defined below) for the Project. Surplus Cash shall also include net cash proceeds realized from any refinancing of the Project, less fees and closing costs reasonably incurred in connection with such refinancing, and any City-approved uses of the net cash proceeds of the refinancing.

4.2.2 "**Gross Revenue**" shall mean for each calendar year during the term hereof, all revenue, income, and receipts and other consideration actually received from the operation and leasing of the Project. Gross Revenue shall include, but not be limited to: all rents, fees and charges paid by tenants; Section 8 payments or other rental subsidy payments received for the dwelling units; deposits forfeited by tenants; all cancellation fees, proceeds from vending and laundry room machines; the proceeds of business interruption or similar insurance; the proceeds of casualty insurance not required to be paid to the holders of Approved Senior Loan (provided however, expenditure of such proceeds for repair or restoration of the Project shall be included within Annual Operating Expenses in the year of the expenditure); and condemnation awards for a taking of part or all of the Property or Project for a temporary period not required to be paid to the holders of Approved Senior Loan. Gross Revenue shall include any release of funds from replacement and other reserve accounts to Borrower other than for costs associated with the Project. Gross Revenue shall not include tenant security deposits, loan proceeds, interest earned on restricted cash, amortization of non-cash revenues (such as grants), insurance proceeds (except for loss of business), capital contributions or similar advances.

4.2.3 "**Annual Operating Expenses**" shall mean for each calendar year during term hereof, the following costs reasonably and actually incurred for the operation and maintenance of the Project to the extent that they are consistent with an annual independent audit performed by a certified public accountant using generally accepted accounting principles: property taxes and assessments; debt service currently due and payable on a nonoptional basis (excluding debt service due from residual receipts or surplus cash of the Project) on loans from other entities which have been approved in writing by the City and which are secured by a deed of trust senior in priority to the Deed of Trust for development of the Project ("**Approved Senior Loan**"); property management fees and reimbursements in amounts in accordance with industry

standards for similar residential projects and paid pursuant to a property management agreement approved by City; resident services fees; premiums for property damage and liability insurance; utility service costs not paid for directly or indirectly by tenants; maintenance and repair costs; fees for licenses and permits required for the operation of the Project; expenses for security services; advertising and marketing costs; payment of deductibles in connection with casualty insurance claims not paid from reserves; tenant services; the amount of uninsured losses actually replaced, repaired or restored and not paid from reserves; cash deposits into reserves for capital replacements in an amount equal to $500 per unit per year or such greater amount as required by the holder of an Approved Senior Loan, the Borrower's partnership agreement, and/or a physical needs assessment prepared by a third-party selected or approved by City and prepared at Borrower's expense; cash deposits into operating reserves and similar reserves in an amount required by the holder of an Approved Senior Loan or the Borrower's partnership agreement; annual monitoring fees payable to the City and if payable to other public agencies in connection with the financing provided for the Project; and other ordinary and reasonable operating expenses approved by City. Commencing on the Project placed in service date which would be applicable upon securing California Tax Credit financing, Annual Operating Expenses shall also include deferred developer fee, any current and accrued partnership management fee payable to the general partner of Borrower with annual earnings in the maximum annual amount of Forty Thousand Dollars ($40,000) with an annual escalator of no more than three percent (3%), and any current and accrued asset management fees payable to the investor limited partner of Borrower with annual earnings in the maximum amount of Eight Thousand Five Hundred Dollars ($8,500), the asset management fee increasing annually by three percent (3%); provided that the asset management fee shall only be included in the calculation of Annual Operating Expenses during the first fifteen (15) years following the date upon which the Project is placed in service.

4.2.4 Exclusions from Annual Operating Expenses. Annual Operating Expenses shall exclude the following: contributions to Project operating or replacement reserves, except as provided in Section 4.2.3; debt service payments on any loan which is not an Approved Senior Loan, including without limitation, unsecured loans or loans secured by deeds of trust which are subordinate to the Deed of Trust; depreciation, amortization, depletion and other non-cash expenses; expenses paid for with disbursements from any reserve account; distributions to partners. Notwithstanding the foregoing limitation regarding payments to Borrower and related parties, the following fees shall be included in Annual Operating Expenses, subject to applicable limitations set forth in Section 4.2.3 above, even if paid to Borrower, an affiliate of Borrower, or a partner of Borrower: fees paid to a property management agent, resident services agent, or social services agent; partnership management fees, asset management fees, deferred developer fee, and subject to Section 4.2.5, repayment of cash advances by Borrower or its partners to cover Project operating expense deficits or emergency cash needs of the Project. Payments to Borrower, its partners or affiliates in excess of the limitations set forth in Section 4.2.3 shall not be counted toward Annual Operating Expenses for the purpose of calculating Surplus Cash.

4.2.5 Adjustment to Operating Expenses. Notwithstanding anything to the contrary set forth herein, for the purpose of calculating Surplus Cash, Annual Operating Expenses shall include: (a) the repayment of operating deficit loans provided by Borrower's partner(s) provided however, interest payable on such loans may be included in Annual Operating Expenses only in an amount equivalent to interest accrued at the actual interest rate

charged for the loan, and (b) the amount of any tax credit adjustor that is required to be paid from Project cash flow, as provided in Borrower's partnership agreement.

4.2.6 Excess Proceeds. To the extent not in conflict with HCD regulation, within ten (10) business days after Borrower's receipt of its limited partner(s)' capital contribution following the issuance of the IRS Form 8609 for the Project, Borrower shall pay to the City as a reduction of the outstanding principal balance of this Note, a one-time payment in the amount of Excess Proceeds. "Excess Proceeds" shall mean the sum of all sources of financing received by Borrower for acquisition, construction and permanent financing of the Property and the Project, less the sum of actual uses as shown on the final cost certificate for the Project. Prior to calculating Excess Proceeds, the Project operating reserve shall be funded in the amount of three (3) months' projected Project operating expenses (or such greater amounts required by holder of an Approved Loan or the Borrower's partnership agreement).

4.3 Security. As security for repayment of the Notes, Borrower shall execute the Deed of Trust in favor of City as beneficiary pursuant to which City shall be provided a lien against the Property. The Deed of Trust shall be substantially in the form attached hereto as Exhibit E, and shall be recorded in the Official Records on the Closing Date. The Deed of Trust may be subordinated only to such liens and encumbrances consistent with the approved Financing Plan as City shall approve in writing.

4.4 Prepayment; Acceleration.

4.4.1 Prepayment. Borrower shall have the right to prepay the Development Loan and Predevelopment Loan at any time and from time to time, without penalty or premium, provided that any prepayment of principal must be accompanied by interest accrued but unpaid to the date of prepayment. Prepayments shall be applied first to accrued but unpaid interest and then to principal. Any such prepayment shall have no effect upon Borrower's obligations under the Regulatory Agreement which shall survive for the full term of the Regulatory Agreement.

4.4.2 Due On Transfer or Encumbrance. Unless City agrees otherwise in writing, the entire unpaid principal balance and all interest and other sums accrued under the Note shall be due and payable upon the Transfer.

4.4.3 Default. The City shall have the right to accelerate the maturity date and declare all sums payable under the Notes immediately due and payable upon the expiration of all applicable notice and cure periods following the occurrence of an Event of Borrower Default.

4.5 Nonrecourse. Except as expressly provided in the Notes, the Notes shall be non-recourse to Borrower.

4.6 Conditions to Closing and Disbursement of Loan Proceeds. City's obligation to make the Development Loan is conditioned upon the satisfaction of all of the requirements set forth in each subsection of this Section 4.6 unless any such condition is waived in writing by City acting in the discretion of City's Authorized Representative.

(a) No Default. There shall exist no condition, event or act which would constitute an Event of Borrower Default under this Agreement or any other City Document, or which, upon the giving of notice or the passage of time, or both, would constitute such an Event of Borrower Default.

(b) Representations. All representations and warranties of Borrower contained herein or in any other City Document or certificate delivered in connection with the transactions contemplated by this Agreement shall be true and correct in all material respects as of the Close of Escrow.

(c) Due Authorization and Good Standing. Borrower shall have delivered to City each of the following: (i) LP-1 and certificate of good standing, certified by the Secretary of State indicating that Borrower is properly organized and authorized to do business in the State of California, (ii) LLC-1 and certificate of good standing for Borrower's general partner, and certified articles of incorporation and certificate of good standing for the sole member/manager of the general partner, certified by the Secretary of State indicating that the general partner and the sole member/manager thereof are properly organized and authorized to do business in the State of California, (iii) certified resolutions indicating that Borrower's general partner has authorized the transactions contemplated by this Agreement and that the persons executing this Agreement and the other City Documents on behalf of Borrower have been duly authorized to do so, (iv) Borrower's Partnership Agreement, the general partner's operating agreement, and the bylaws of the general partner's manager, each certified as current, accurate and complete by an authorized officer, and (v) verification of the tax-exempt status of the general partner's member.

(d) Execution, Delivery and Recordation of Documents. Borrower shall have executed, acknowledged as applicable, and delivered to City this Agreement, and all other documents required in connection with the transactions contemplated hereby, including without limitation, a promissory notes substantially in the form attached hereto as Exhibit C, Deed of Trust substantially in the form attached hereto as Exhibit D (the **"Deed of Trust**"), and an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants substantially in the form attached hereto as Exhibit E (the "**Regulatory Agreement**"). Concurrently with the Closing, the Regulatory Agreement and the Deed of Trust shall be recorded in the Official Records.

(e) Mechanics' Liens. Borrower's delivery to City of evidence reasonably satisfactory to City that there are no mechanics' liens or stop notices related to the Property or the Project, and Borrower's provision to City of full waivers or releases of lien claims if required by City.

(f) Lender's Title Policy. The Title Company shall, upon payment of the premium therefore, be committed to issue an ALTA Lender's Policy of Title Insurance for the benefit and protection of City ("**Lender's Title Policy"**) in the amount of the City Development Loan, insuring that the lien of the Deed of Trust, and the Regulatory Agreement are subject only to title exceptions and such other defects, liens, conditions, encumbrances, restrictions, easements and exceptions as City may reasonably approve in writing (collectively, "**City's Permitted Exceptions**"), showing a leasehold interest in the Property vested in Borrower, and containing such endorsements as City may reasonably require, with the cost of such Lender's

Title Policy to be paid by Borrower.

(g) Insurance; Payment. Borrower shall have provided evidence satisfactory to City that Borrower has obtained insurance coverage meeting the requirements set forth in Article XI.

(h) Payment of Fees. Borrower shall have paid when due all customary and reasonable fees and charges in connection with the processing of all applicable City approvals.

(i) DDLA Conditions. Borrower or, its predecessor in interest, SAHA shall have performed each of the City's conditions of closing set forth in Article 5 of the DDLA with respect to the Borrower, and the Property except with respect to the following conditions relating to the Schedule of Performance: Borrower shall commence construction of the Improvements for Phase 1 no later than 12 months following submission of evidence of financing to the City; and, Borrower shall achieve substantial completion of the Improvements for Phase I no later than two years following commencement of construction for Phase I, which date shall be extended in the event of Force Majeure. City hereby confirms that each of the conditions of closing set forth in Section 3.3.c of the DDLA with respect to the Borrower and the Property have been satisfied.

4.7 Borrower's Conditions to Closing. Borrower's obligation to proceed with the Closing is subject to the satisfaction or Borrower's waiver of the following conditions:

(a) No Default. City shall not be in default under the terms of this Agreement, and all representations and warranties of City contained herein shall be true and correct in all material respects;

(b) Execution of Documents. City shall have executed and acknowledged the Regulatory Agreement, and all other City Documents to which the City is a party, and shall have delivered such documents into escrow; and

(c) DDLA Conditions. The City shall have performed each of Borrower's predecessor in interest's conditions of closing outlined in Article 4 and Section 5.4 of the DDLA with respect to the Project and the Property except with respect to the following conditions relating to the Schedule of Performance: Borrower shall commence construction of the Improvements for Phase 1 no later than 12 months following submission of evidence of financing to the City; and, Borrower shall achieve substantial completion of the Improvements for Phase I no later than two years following commencement of construction for Phase I, which date shall be extended in the event of Force Majeure. Borrower hereby confirms that each of the conditions of closing set forth in Section 5.4 of the DDLA with respect to the Project and the Property have been satisfied.

4.8 No Obligation to Disburse Proceeds Upon Default. Notwithstanding any other provision of this Agreement, the City shall have no obligation to disburse or authorize the disbursement of any portion of the Loan Proceeds following:

(i) the failure of any of Borrower's representations and warranties made in

this Agreement or in connection with the Loan to be true and correct in all material respects;

(ii) the termination of this Agreement by mutual agreement of the Parties;

(iii) the occurrence of an Event of Borrower Default under any City Document which remains uncured beyond any applicable notice and cure period, or the existence of any condition, event or act which upon the giving of notice or the passage of time or both would constitute an Event of Borrower Default under any City Document.

4.9 Section 2.11 Process for Disbursement of City Loan Proceeds.

(a) Borrower shall submit one (1) draw request to the City not more frequently than one time each calendar month.

(b) The draw request must be in a form containing sufficient detail and with sufficient supporting documentation to permit the City to confirm that the request is consistent with this Agreement.

(c) The draw request must include a statement of the total costs incurred by Borrower in connection with the Development, the amount of those costs paid by Borrower, the proposed uses of funds consistent with the Approved Development Budget, the amount of funds needed, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. When a disbursement is requested to pay any costs other than costs associated with the acquisition of the Property or hard cost of the Improvements, such disbursement will be made only on a cost reimbursement basis and the disbursement request must be accompanied by receipts that show the bill or invoice has already been paid by Borrower.

(d) When a disbursement is requested to pay any contractor in connection with the Construction Work, the written request must be accompanied by (i) certification by Borrower's architect reasonably acceptable to the City that the work for which disbursement is requested has been completed (although the City reserves the right to inspect the Development and make an independent evaluation); and (ii) lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to the City. Borrower shall apply the disbursement for the purposes requested.

(e) The City will make good faith efforts to approve Borrower's draw request in thirty (30) days after receipt of a properly completed draw request with all necessary supporting documentation. Failure to timely object shall be deemed acceptance.

(f) A disbursement of City Loan Proceeds shall not be contingent upon the disbursement of any other loan proceeds.

(g) Notwithstanding any other provisions of this Agreement, the City shall have no further obligation to approve a draw-down of any portion of the City Development Loan to Borrower following: (i) termination of this Agreement; or (ii) notification by the City to Borrower of an Event of Borrower Default under the terms of this Agreement and the continuation of such Event of Borrower Default.

ARTICLE V

DEVELOPMENT OF THE PROPERTY

5.1 Cost of Phase I Ground Lease and Construction. Except as expressly set forth herein, Borrower shall be solely responsible for all direct and indirect costs and expenses incurred in connection with the Phase I Ground Lease of the Property, including without limitation appraisal fees, title reports and any environmental assessments Borrower elects to undertake.

5.2 Project Approvals. Borrower acknowledges that execution of this Agreement by City does not constitute City approval for the purpose of the issuance of building permits, does not limit in any manner the discretion of City in such approval process, and does not relieve Borrower from the obligation to apply for and obtain from City and all other agencies with jurisdiction over the Property, all necessary approvals, entitlements, and permits for the construction of the Project and development of the Property, including without limitation, the approval of architectural plans, the issuance of any certificates regarding historic resources required in connection with the development of the Property (if any) and the approval of the Project in compliance with CEQA (and if applicable, NEPA), nor does it limit in any manner the discretion of the City or any other agency in the approval process. Borrower shall pay when due all customary and reasonable fees and charges in connection with the processing of all applicable permits and approvals. Borrower shall not commence construction work on the Project prior to issuance of building permits required for such work. City staff shall work cooperatively with Borrower to assist in coordinating the expeditious processing and consideration of all permits, entitlements and approvals necessary for the development and operation of the Project as contemplated by this Agreement.

5.3 Equal Opportunity. There shall be no discrimination on the basis of race, color, religion, creed, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in construction work on the Property, and Borrower shall direct its contractors and subcontractors to refrain from discrimination on such basis.

5.4 Prevailing Wage Requirements. If required by applicable federal and state law, Borrower and its contractors, subcontractors and agents shall comply with California Labor Code Section 1720 *et seq*. and the regulations adopted pursuant thereto (and if applicable the federal Davis Bacon Act and implementing regulations) (all of the foregoing, "**Prevailing Wage Laws**"), and shall be responsible for carrying out the requirements of such provisions. If applicable, Borrower shall submit to City a plan for monitoring payment of prevailing wages and at Borrower's expense shall implement such plan and comply with all applicable reporting and recordkeeping requirements.

To the greatest extent allowed by law, Borrower shall indemnify, defend and hold the City and its elected and elected officials, officers, directors, employees, agents, consultants, designated volunteers and contractors (all of the foregoing, collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, expense (including without limitation

reasonable attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation, all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781) or the requirement of competitive bidding in connection with the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to the Prevailing Wage Laws, or any act or omission of Borrower related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such Claims. The provisions of this Section 5.4 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Occupancy for the Project. Borrower's indemnification obligations set forth in this Section shall not apply to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees and are subject to the additional terms set forth in Section 11.2 below.

(a) State Prevailing Wage Compliance Requirements. If the Project is subject to the California Labor Code Section 1720 et seq. requirements applicable to the payment of state prevailing wages, whether due to the City Development Loan, other development financing, a future court decision, or a DIR determination requiring compliance, then in addition to the above regarding the payment of prevailing wages, Borrower shall:

(1) cause any consultants or contractors to employ apprentices as required by California Labor Code Section 1777.5 et seq., and the implementing regulations of DIR, and to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR.

(2) keep and retain, and shall cause any consultants and contractors to keep and retain, such records as are necessary to determine if such prevailing wages have been paid as required pursuant to California Labor Code Section 1720 et seq., and apprentices have been employed are required by California Labor Code Section 1777.5 et seq.;

(3) post at the Property, or shall cause the contractor to post at the Property, the applicable prevailing rates of per diem wages. Copies of the currently applicable current per diem prevailing wages are available from DIR;

(4) cause contractors and subcontractors constructing the Improvements to be registered as set forth in California Labor Code Section 1725.5;

(5) cause its contractors and subcontractors, in all calls for bids, bidding materials and the construction contract documents for the Construction Work to specify that:

i. no contractor or subcontractor may be listed on a bid proposal nor be awarded a contract for the Construction Work unless registered with the DIR pursuant to California Labor Code Section 1725.5; and

ii. the Construction Work is subject to compliance monitoring and enforcement by the DIR.

(6) provide the City all information required by California Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 within 2 days of the award of any contract (https://www.dir.ca.gov/pwc100ext/);

(7) cause its contractors to post job site notices, as prescribed by regulation by the DIR; and

(8) cause its contractors to furnish payroll records required by California Labor Code Section 1776 directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner.

5.5 Compliance with Laws. Borrower shall carry out and shall cause its contractors and subcontractors to carry out the construction of the Project in conformity with all applicable federal, state and local laws, rules, ordinances and regulations (**"Applicable Laws")** including without limitation, all applicable federal and state labor laws and standards, Section 3 of the Housing and Community Development Act of 1974, as amended (if applicable), applicable provisions of the California Public Contracts Code (if any), the City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq*., Government Code Section 4450, *et seq*., Government Code Section 11135, *et seq*., and the Unruh Civil Rights Act, Civil Code Section 51, *et seq*.. To the greatest extent allowed by law, Borrower shall indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees from and against any and all Claims to the extent arising in connection with the breach of Borrower's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. Borrower's indemnification obligations set forth in this Section shall not apply to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees. Borrower's defense and indemnification obligations set forth in this Section 5.5 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Occupancy for the Project and shall be subject to the additional terms set forth in Section 11.2 below.

5.6 Liens and Stop Notices. Until the latest of the date of reconveyance of the Deed of Trust the expiration of the term of the Regulatory Agreement, Borrower shall not allow to be placed on the Property or any part thereof any lien or stop notice on account of materials supplied to or labor performed on behalf of Borrower. If a claim of a lien or stop notice is given or recorded affecting the Project or the Property or any part thereof, Borrower shall within thirty (30) days of such recording or service: (a) pay and discharge (or cause to be paid and discharged) the same; or (b) effect the release thereof by recording and delivering (or causing to be recorded and delivered) to the party entitled thereto a surety bond in sufficient form and amount; or (c)

provide other assurance satisfactory to City that the claim of lien or stop notice will be paid or discharged.

5.7 Right of City to Satisfy Liens on the Property. If Borrower fails to satisfy or discharge any lien or stop notice on the Property or any part thereof pursuant to and within the time period set forth in Section 5.6 above, the City shall have the right, but not the obligation, to satisfy any such liens or stop notices at Borrower's expense and without further notice to Borrower and all sums advanced by City for such purpose shall be part of the indebtedness secured by the Deed of Trust. In such event Borrower shall be liable for and shall immediately reimburse City for such paid lien or stop notice. Alternatively, the City may require Borrower to immediately deposit with City the amount necessary to satisfy such lien or claim pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against Borrower. Borrower shall file a valid notice of cessation or notice of completion upon cessation of construction work on the Property for a continuous period of thirty (30) days or more, and shall take all other reasonable steps to forestall the assertion of claims or liens against the Property. The City may (but has no obligation to) record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in the Property.

5.8 Insurance Requirements. Borrower shall maintain and shall cause its contractors to maintain all applicable insurance coverage specified in Exhibit F.

5.9 Approved Development Budget; Revisions to Approved Development Budget. As of the date of this Agreement, the City has approved the Approved Development Budget set forth in Exhibit G. Borrower shall submit any required amendments to the Approved Development Budget to the City for approval within five (5) days of the date Borrower receives information indicating that actual costs of the Development vary or will vary from the costs shown on the Approved Development Budget if such amount exceeds five percent (5%) of the Approved Development Budget. Written consent of the City is required for Borrower to amend the Approved Development Budget. If the proposed amendment to the Approved Development Budget has not been rejected by City within ten (10) days of receipt, City shall be deemed to have accepted the amendment to Approved Development Budget. If rejected by the City in whole or in part, Borrower shall submit a revised amendment to the Approved Development Budget within ten (10) days after notification of the City's rejection and the reasons therefor. The City shall then have ten (10) days to review and approve Borrower's revised amendment to the Approved Development Budget and if not rejected, the revised amendment to the Approved Development Budget shall be deemed accepted. The provisions of this Section relating to time periods for approval, rejection, or resubmission of amendments to the Approved Development Budget shall continue to apply until the amended Approved Development Budget has been approved by the City. Notwithstanding the forgoing, the City shall continue to make disbursements in an amount equal to the then Approved Development Budget until an amendment to the Approved Development Budget has been approved.

5.10 Developer Fee. The maximum cumulative developer fee that may be paid to any entity or entities providing development services to the Development, whether paid up-front or on a deferred basis, shall not exceed the amount approved by the City. The City has approved [Two Million Five Hundred Thousand Dollars ($2,500,000.00)] in developer fee.

5.11 Accessibility.

(a) Borrower shall cause the Improvements to be constructed and operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

(b) In compliance with the Accessibility Requirements: (i) a minimum of five percent, which is 4.0 units in the Project must be constructed to be fully accessible to households with a mobility-impaired member and, (ii) an additional two percent, which is 2.0 units in the Project must be constructed to be fully accessible to hearing and/or visually impaired persons. In compliance with the Accessibility Requirements Borrower shall provide the City with a certification from the Project architect that to the best of the architect's knowledge, the Project complies with all federal and state Accessibility Requirements applicable to the Project. Preference shall be given to households with documented mobility impairments in the leasing of those units.

(c) Borrower shall indemnify, hold harmless and defend the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its architect, contractor and subcontractors) to construct the Improvements in accordance with the Accessibility Requirements. This obligation to indemnify survives termination of this Agreement, repayment of the City Loan and the reconveyance of the Deed of Trust.

5.12 Progress Reports. Until such time as Borrower has received a certificate of occupancy (or functional equivalent) from the City for the Project, Borrower shall provide the City with quarterly progress reports photos of work completed regarding the status of the performance of the construction work, including a certification that the actual construction costs to date conform to the Approved Development Budget, as it may be amended from time to time pursuant to Section 5.9.

5.13 Signage. As required by the Department of Housing and Community Development as a condition of the LHTF Program, during the Construction Period, if Borrower elects to place a sign or signs identifying the Project that is visible to the public, Borrower shall include the following language on the sign, “Funding provided by the ___ Local Housing Trust Fund and the California Department of Housing and Community Development.” If the Borrower does not elect to place a sign on the Property identifying the Project, The California Department of Housing and Community Development may place one or more signs on the property stating that it is providing financing for the development.

5.14 Inspection. The California Department of Housing and Community Development reserves the right to inspect any site upon which the Work is being performed; and the Contractor shall cause to be inserted in any subcontract for performance of the Work a provision

permitting the California Department of Housing and Community Development or its agents the right to inspect the work-site at any reasonable time.

ARTICLE VI

USE OF THE PROPERTY

6.1 Affordable Housing. Borrower covenants and agrees for itself, its successors and assigns that the Property and the Project will be subject to recorded covenants that will restrict use of the Property to development of an affordable multi-family housing project that will be rented to Eligible Households (as defined in the Regulatory Agreement) at Affordable Rents in accordance with the terms set forth in the Regulatory Agreement, excluding the 1 (one) manager's unit.

6.2 Selection of Tenants. To the extent permitted by all Applicable Laws, Borrower shall comply with the provisions of Section 6.5 of the Regulatory Agreement pertaining to applicant screening preferences in the rental of residential units in the Project for Eligible Households.

6.3 Relocation. Persons residing on the Property shall not be displaced before suitable replacement housing is available. Borrower shall ensure that all occupants of the Property receive all notices, benefits and assistance to which they are entitled in accordance with California Relocation Assistance Law (Government Code Section 7260 *et seq*.), all state and local regulations implementing such law, and all other applicable local, state and federal laws, regulations, and policies, including but not limited to the Uniform Relocation Act (42 U.S.C. § 4601 *et seq*.) and implementing regulations (collectively "**Relocation Laws**") relating to the displacement and relocation of eligible persons as defined in such Relocation Laws. All costs incurred in connection with the temporary and/or permanent displacement and/or relocation of occupants of the Property, including without limitation payments to a relocation consultant, moving expenses, and payments for temporary and permanent relocation benefits pursuant to Relocation Laws shall be paid by Borrower, and City shall have no responsibility for payment therefor. Borrower shall be liable for any and all claims for applicable relocation benefits sought by any current, former or future tenant of the Property or the improvements existing or to be constructed on the Property pursuant to the Regulatory Agreement. To the greatest extent allowed by law, Borrower shall indemnify, defend and hold the Indemnitees harmless from and against all Claims arising in connection with the breach of Borrower's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. Borrower's indemnification obligations under this Section 6.3 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees and are subject to the additional terms set forth in Section 11.2 below. The provisions of this Section 6.3 shall survive the expiration or earlier termination of this Agreement.

6.4 Taxes and Assessments. Borrower shall pay all real and personal property taxes, assessments and charges and all franchise, income, payroll, withholding, sales, and other taxes assessed against the Property or the Improvements, at such times and in such manner as to

prevent any penalty from accruing, or any lien or charge from attaching to the Property or Improvements; provided, however, Borrower shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event the Borrower exercises its right to contest any tax, assessment, or charge, the Borrower, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

6.5 Obligation to Refrain from Discrimination. The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.

There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land. Borrower shall include such provision in all deeds, leases, contracts and other instruments executed by Borrower, and shall enforce the same diligently and in good faith.

All deeds, leases or contracts pertaining to management of the Project made or entered into by Borrower, its successors or assigns, as to any portion of the Property or the Improvements shall contain or be subject to the following nondiscrimination or nonsegregation clauses and/or similar language prohibiting discrimination and segregation:

(a) In Deeds, the following language shall appear:

> "(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee 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 herein conveyed. The foregoing covenant shall run with the land.

(b) In Leases, the following language shall appear:

"(1) The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.

(c) In Contracts pertaining to management the Project, the following language, or substantially similar language prohibiting discrimination and segregation shall appear:

"There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land."

6.6 Mandatory Acknowledgment of City as Funder. All projects/programs receiving funding assistance and/or substantial technical assistance from the City are required to indicate such in any advertising, marketing, public presentations, press releases, written materials or project descriptions.

ARTICLE VII

ENVIRONMENTAL MATTERS

7.1 Definitions.

7.1.1 "**Hazardous Material**" means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any Environmental Laws (defined below) as a "hazardous substance",

"hazardous material", "hazardous waste", "extremely hazardous waste", infectious waste", toxic substance", toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term "hazardous material" shall also include asbestos or asbestos-containing materials, radon, chrome and/or chromium, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable as fuel, perchlorate, and methy tert butyl ether, whether or not defined as a hazardous waste or hazardous substance in the Environmental Laws. Materials of a type and quantity normally used in the construction, operation or maintenance of developments similar to the Project will not be deemed "Hazardous Material" for the purposes of this Agreement if used in compliance with applicable Environmental Laws.

7.1.2 "**Environmental Laws**" means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations or directives, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Material, or the protection of the environment or human, plant or animal health, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 *et seq*.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq*.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq*.), the Clean Air Act (42 U.S.C. § 7401 *et seq*.), the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq*.), the Oil Pollution Act (33 U.S.C. § 2701 *et seq*.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 *et seq*.), the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13000 *et seq*.), the Toxic Mold Protection Act (Cal. Health & Safety Code § 26100, *et seq*.), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 *et seq*.), the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 *et seq*.), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Safety Code § 25500 *et seq*.), and the Carpenter-Presley-Tanner Hazardous Substances Account Act (Cal. Health and Safety Code, Section 25300 *et seq*.).

7.2 Borrower's Post-Closing Obligations. Borrower hereby covenants and agrees that:

(1) Borrower shall not knowingly permit the Property or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Material or otherwise knowingly permit the presence or release of Hazardous Material in, on, under, about or from the Property with the exception of limited amounts of cleaning supplies and other materials customarily used in construction, rehabilitation, use or maintenance of residential properties similar in nature to the Project, and used, stored and disposed of in compliance with Environmental Laws.

(2) Borrower shall keep and maintain the Property and each portion thereof in compliance with, and shall not cause or permit the Project or the Property or any portion of either to be in violation of, any Environmental Laws.

(3) Upon receiving actual knowledge of the same, Borrower shall immediately advise City in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Borrower, or the Property pursuant to any applicable Environmental Laws; (ii) any and all claims made or threatened by any third party against the Borrower or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Material; or (iii) the presence or release of any Hazardous Material in, on, under, about or from the Property. The matters set forth in the foregoing clauses (i) through (iii) are hereinafter referred to as "**Hazardous Materials Claims**"). The City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claim.

(4) Without the City's prior written consent, which shall not be unreasonably withheld or delayed, Borrower shall not take any remedial action in response to the presence of any Hazardous Material in, on, under, or about the Property (other than in emergency situations or as required by governmental agencies having jurisdiction in which case the City agrees to provide its consent), nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials Claim. City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Borrower.

7.3 Environmental Indemnity. To the greatest extent allowed by law, Borrower shall indemnify, defend (with counsel approved by City) and hold Indemnitees harmless from and against all Claims resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Material on, under, in or about the Property, or the transportation of any such Hazardous Material to or from, the Property, or (ii) the failure of Borrower, Borrower's employees, agents, contractors, subcontractors, or any person acting on behalf of or as the invitee of any of the foregoing to comply with Environmental Laws, unless caused by the City's active or passive negligence. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Property or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Material, and irrespective of whether any of such activities were or will be undertaken in accordance with Environmental Laws.

The provisions of this Section 7.3 shall be in addition to any and all other obligations and liabilities that Borrower may have under applicable law, and each Indemnitee shall be entitled to indemnification under this Section without regard to whether City or that Indemnitee has exercised any rights against the Property or any other security, pursued any rights against any guarantor or other party, or pursued any other rights available under the City Documents or applicable law. Borrower's indemnification obligations set forth in this Section shall survive the expiration of this Agreement, any repayment or discharge of the Loan, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of the Deed of Trust. Borrower's indemnification obligations pursuant to this Section shall not extend to Claims to the extent arising from the gross negligence or willful

misconduct of the Indemnitees, and are subject to the additional terms set forth in Section 11.2 below.

7.4 Intentionally Omitted.

7.5 No Limitation. Borrower hereby acknowledges and agrees that Borrower's duties, obligations and liabilities under this Agreement are in no way limited or otherwise affected by any information the City may have concerning the Property and/or the presence in, on, under or about the Property of any Hazardous Material, whether the City obtained such information from the Borrower or from its own investigations.

ARTICLE VIII

LIMITATIONS ON CHANGE IN OWNERSHIP, MANAGEMENT AND CONTROL OF BORROWER

8.1 Identity of Borrower; Changes Only Pursuant to this Agreement. Borrower and its principals have represented that they possess the necessary expertise, skill and ability to carry out the development of the Project pursuant to this Agreement. The qualifications, experience, financial capacity and expertise of Borrower and its principals are of particular concern to the City. It is because of these qualifications, experience, financial capacity and expertise that the City has entered into this Agreement with Borrower. No voluntary or involuntary successor, assignee or transferee of Borrower shall acquire any rights or powers under this Agreement, except as expressly provided herein.

8.2 Prohibition on Transfer. Prior to the expiration of the term of the Regulatory Agreement, Borrower shall not, except as expressly permitted by this Agreement, directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, "**Transfer**") of the whole or any part of the Property, the Project, the Improvements, or this Agreement, without the prior written approval of City which approval shall not be unreasonably withheld, conditioned or delayed. Any such attempt to assign this Agreement without the City's consent shall be null and void and shall confer no rights or privileges upon the purported assignee. In addition to the foregoing, prior to the expiration of the term of the Regulatory Agreement, except as expressly permitted by this Agreement, Borrower shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a "significant change of ownership" shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present ownership and/or control of Borrower, taking all transfers into account on a cumulative basis.

8.3 Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions set forth in this Article shall not be deemed to prevent: (i) the granting of temporary or permanent easements or permits to facilitate development of the Property; (ii) the dedication of any property required pursuant to this Agreement; (iii) the lease of individual residences to tenants for occupancy as their principal residence in accordance with the Regulatory Agreement; (iv) assignments creating security interests for the purpose of financing the acquisition,

construction or permanent financing of the Project and subject to the requirements of Article IX, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest; (v) the admission of limited partners and any transfer of limited partnership interests in accordance with Borrower's agreement of limited partnership (the "**Partnership Agreement**"); (vi) the removal of Borrower's general partner by the investor limited partner for a default under the Partnership Agreement, provided that the replacement general partner is an entity reasonably satisfactory to City or is the investor limited partner or an affiliate of the investor limited partner that will serve as general partner for an interim period of no more than 180 days; or (vii) granting of a purchase option or right of first refusal and the exercise thereof resulting in a the transfer of the project or the limited partner's interest to a nonprofit entity that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, or to a limited liability company whose sole member is a nonprofit entity that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, provided such replacement general partner is reasonably satisfactory to City.

8.4 Requirements for Proposed Transfers. The City may, in the exercise of its sole but reasonable discretion, consent to a proposed Transfer of this Agreement, the Property, the Improvements or part thereof if all of the following requirements are met (provided however, the requirements of this Section 8.4 shall not apply to Transfers described in clauses (i), (ii), (iii), (v), and (vii) of Section 8.3, and solely with respect to removal of the general partner by the investor limited partner for a default under the Partnership Agreement, clause (vi) of Section 8.3, provided that the provisions of this Section 8.4 shall apply to the selection of a replacement general partner in the event of a removal of the general partner in accordance with clause (vi) of Section 8.3):

(i) The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete and manage the Project and to otherwise fulfill the obligations undertaken by the Borrower under this Agreement.

(ii) The Borrower and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of all or any part of or interest in the Property, the Improvements or this Agreement together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request.

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Borrower under this Agreement and the other City Documents arising after the effective date of the Transfer and all obligations of Borrower arising prior to the effective date of the Transfer (unless Borrower expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Borrower's obligations pursuant to all conditions and restrictions set forth in the City Documents.

(iv) Except in the case of partnership interest Transfers, the Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records.

(v) The final form of the Partnership Agreement and any subsequent amendments that affect the City's economic interests under this Agreement or the City Documents shall be subject to City's review and approval. Amendments to the Partnership Agreement solely to effectuate Permitted Transfers shall not require the City's review and approval.

Consent to any proposed Transfer may be given by the City's Authorized Representative unless the City's Authorized Representative, in his or her discretion, refers the matter of approval to the City Council. If the City has not rejected a proposed Transfer, requested additional information regarding a proposed Transfer, or notified Borrower that City Council approval will be required in writing within sixty (60) days following City's receipt of written request by Borrower, the proposed Transfer shall be deemed approved provided that the provisions of this Section 8.4 shall apply to the selection of a replacement general partner in the event of a removal of the general partner in accordance with clause (vi) of Section 8.3 and replacement of the general partner with any entity other than the investor limited partner or any affiliate of the investor limited partner that will serve as general partner for an interim period of no more than 180 days).

8.5 Effect of Transfer without City Consent.

8.5.1 In the absence of specific written agreement by the City, no Transfer by Borrower shall be deemed to relieve the Borrower or any other party from any obligation under this Agreement.

8.5.2 It shall be an Event of Borrower Default hereunder entitling City to pursue remedies including without limitation, termination of this Agreement and/or foreclosure under the Deed of Trust if without the prior written approval of the City, Borrower assigns or Transfers this Agreement, the Improvements, or the Property in violation of Article VIII.

8.6 Recovery of City Costs. Within ten (10) days following City's delivery to Borrower of an invoice detailing such costs, Borrower shall reimburse City for all City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer of this Agreement, the Property, or the Project, or part thereof, and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee.

8.7 Covenants Regarding Approved Financing and Partnership Agreement.

(a) Borrower shall promptly pay the principal and interest when due on any Approved Financing in the Approved Development Budget.

(b) Borrower shall promptly notify the City in writing of the existence of any default under any documents evidencing Approved Financing and any defaults under the Partnership Agreement, and provide the City copies of any notice of default.

(c) Borrower may not amend, modify, supplement, cancel or terminate the Partnership Agreement or any documents related to any loan that is part of the Approved Financing that affect the City's economic interests under this Agreement or the City Documents

without the prior written consent of the City except for amendments solely to effectuate Transfers permitted under Section 8.3 above. Borrower shall provide the City copies of all amendments, modifications, and supplements to the Partnership Agreement and any document related to any loan that is part of Approved Financing.

(d) Borrower may not incur any indebtedness of any kind (other than Approved Financing), or encumber the Project with any liens (other than liens for Approved Financing approved by the City) without the prior written consent of the City.

(e) To the extent the Partnership Agreement is inconsistent with this Agreement with respect to the repayment of the City Loan including, without limitation, the Residual Receipts definition and the payment provisions of Section 2.8 above, this Agreement will control.

8.8 Section 4.14 Refinance/Resyndication Transaction.

If Borrower is obtaining a new loan or equity as part of a Transfer of partnership interest, resyndication, or refinancing, (collectively, the "Refinance"), and/or desires to withdraw excess proceeds from the Refinance ("Excess Proceeds"), the Refinance and withdrawal of Excess Proceeds is subject to the consent of the City if the City Loan will remain outstanding after such Refinance. In approving the Refinance and the withdrawal of Excess Proceeds the City will consider: (i) the effect of the Refinance and the withdrawal of Excess Proceeds on the financial viability and physical needs of the Development; and (ii) current asset management compliance.

ARTICLE IX
SECURITY FINANCING AND RIGHTS OF MORTGAGEES

9.1 Mortgages and Deeds of Trust for Development. Mortgages and deeds of trust, or any other reasonable security instrument may be placed upon the Property with City's consent, which may not be unreasonably withheld, conditioned or delayed only for the purpose of securing loans for the purpose of financing the acquisition of the Property, the design and construction of the Improvements, and other expenditures reasonably necessary for development of the Project pursuant to this Agreement. As used herein, the terms "mortgage" and "deed of trust" shall mean any security instrument used in financing real estate acquisition, construction and land development.

9.2 Subordination. The City agrees that City will not withhold consent to reasonable requests for subordination of the Deed of Trust to deeds of trust provided for the benefit of lenders providing financing for the Project, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default, including without limitation, extended notice and cure rights and the rights set forth in Section 9.4 below.

Any agreement by the City to subordinate the Deed of Trust to security for any loan obtained by Borrower to refinance an Approved Senior Loan, is subject to the satisfaction of the following conditions:

(a) All of the proceeds of the proposed Approved Senior Loan, less any transaction costs, must be used to provide construction and/or permanent financing for the Project.

(b) The proposed lender of a Senior Loan (each a "Senior Lender") must be a state or federally chartered financial institution, a nonprofit corporation, or a public entity that is not affiliated with Borrower or any of Borrower's affiliates, other than as a depositor or a lender.

(c) Borrower must provide to the City, in addition to any other information reasonably required by the City, evidence demonstrating that the proposed amount of the Senior Loan is necessary to provide adequate acquisition, construction, and/or permanent financing to ensure the viability of the Project, and adequate financing for the Project would not be available without the proposed subordination.

(d) Upon a determination by the City Manager, or his designee, that the conditions in this Section have been satisfied, the City Manager will be authorized to execute the approved subordination agreement without the necessity of any further action or approval.

9.3 Notice of Default and Right to Cure. Whenever City delivers any notice of default hereunder, City shall concurrently deliver a copy of such notice to each holder of record of any mortgage or deed of trust secured by the Property or the Improvements, provided that City has been provided with the address for delivery of such notice. City shall have no liability to any such holder for any failure by the City to provide such notice to such holder. Each such holder shall have the right, but not the obligation, at its option, to cure or remedy any such default or breach within the cure period provided to Borrower extended by an additional sixty (60) days. In the event that possession of the Property or the Improvements (or any portion thereof) is required to effectuate such cure or remedy, the holder shall be deemed to have timely cured or remedied the default if it commences the proceedings necessary to obtain possession of the Property or Improvements, as applicable, within the applicable cure period, diligently pursues such proceedings to completion, and after obtaining possession, diligently completes such cure or remedy. A holder who chooses to exercise its right to cure or remedy a default or breach shall first notify City of its intent to exercise such right prior to commencing to cure or remedy such default or breach. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction of the Project (beyond the extent necessary to conserve or protect the same) without first having expressly assumed in writing Borrower's obligations to City under this Agreement. The holder in that event must agree to complete, in the manner provided in this Agreement and the DDLA, the Project and the Improvements and submit evidence reasonably satisfactory to City that it has the development capability on staff or retainer and the financial capacity necessary to perform such obligations. Any such holder properly completing the Project pursuant to this Section shall assume all rights and obligations of Borrower under this Agreement.

9.4 City Right to Cure Defaults. In the event of a breach or default by Borrower under a mortgage or deed of trust secured by the Property or the Improvements, City may cure the default, without acceleration of the subject loan, following prior notice thereof to the holder of such instrument and Borrower. In such event, Borrower shall be liable for, and City shall be entitled to reimbursement from Borrower for all costs and expenses incurred by City associated with and attributable to the curing of the default or breach and such sum shall constitute a part of the indebtedness secured by the City Deed of Trust.

9.5 Holder to be Notified. Borrower agrees to use best efforts to ensure that each term contained herein dealing with security financing and rights of holders shall be either inserted into the relevant deed of trust or mortgage or acknowledged and accepted in writing by the holder prior to its creating any security right or interest in the Property or the Improvements.

9.6 Modifications to Agreement. City shall not unreasonably withhold its consent to modifications of this Agreement requested by Project lenders or investors provided such modifications do not alter City's substantive rights and obligations under this Agreement. In the event of amendments to these loan documents, the City shall submit copies of all trust fund loan guidelines and underwriting standards and procedures for prior review and approval by the Department of Housing and Community Development.

9.7 Estoppel Certificates. Either Party shall, at any time, and from time to time, within fifteen (15) days after receipt of written request from the other Party, execute and deliver to such Party a written statement certifying that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties (if such be the case), (ii) this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing the nature of any such defaults.

ARTICLE X

DEFAULTS, REMEDIES AND TERMINATION

10.1 Event of Borrower Default. The following events shall constitute an event of default on the part of Borrower hereunder ("**Event of Borrower Default**"):

(a) Borrower fails to pay when due the principal and interest payable under the Note, and such failure continues for ten (10) days after City notifies Borrower thereof in writing;

(b) A Transfer occurs, either voluntarily or involuntarily, in violation of Article VIII;

(c) Borrower fails to maintain insurance as required pursuant to this Agreement, and Borrower fails to cure such default within five (5) days;

(d) Subject to the right to contest the charges as set forth in Section 6.4, Borrower fails to pay prior to delinquency taxes or assessments due on the Property or the Improvements or fails to pay when due any other charge that may result in a lien on the Property or the Improvements, and Borrower fails to cure such default within thirty (30) days of the date of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;

(e) A default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

(f) Any representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to the City in connection with this Agreement or Borrower's request for the Loan proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to the City;

(g) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Borrower or any general partner thereof (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Borrower or any general partner thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Borrower or any general partner thereof; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

(h) A court of competent jurisdiction shall have made or entered any decree or order (1) adjudging the Borrower to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of the Borrower or seeking any arrangement for Borrower under bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of the Borrower in bankruptcy or insolvency or for any of its properties, or (4) directing the winding up or liquidation of the Borrower, in each case if such decree, order, petition, or appointment is not removed or rescinded within ninety (90) days;

(i) Borrower shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event (unless a lesser time period is permitted for cure pursuant to paragraphs (h) or (i) above or pursuant to any other mortgage on the Property, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution;

(j) The Borrower shall have voluntarily suspended its business or Borrower shall have been dissolved or terminated;

(k) An event of default arises under any City Document and remains uncured beyond any applicable cure period; or

(l) Borrower defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 10.1 and unless a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or thirty (30) days in the event of a nonmonetary default after the date upon which City shall have given written notice of the default to Borrower; provided however, if the default is of a nature that it cannot be cured within thirty (30) days, an Event of Borrower Default shall not arise hereunder if Borrower commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion.

(m) Failure to Timely Lease. Failure of Borrower to initially lease all of the Restricted Units within eighteen (18) months of the Certificate of Occupancy.

10.2 City's Right to Terminate Agreement. If an Event of Borrower Default shall occur and be continuing beyond any applicable cure period, then City shall, in addition to other rights available to it under law or this Agreement, have the right to terminate this Agreement. If City makes such election, City shall give written notice to Borrower and to any mortgagee entitled to such notice specifying the nature of the default and stating that this Agreement shall expire and terminate on the date specified in such notice, and upon the date specified in the notice, this Agreement and all rights of Borrower under this Agreement, shall expire and terminate.

10.3 City's Remedies and Rights Upon an Event of Borrower Default. Upon the occurrence of an Event of Borrower Default and the expiration of any applicable cure period, City shall have all remedies available to it under this Agreement or under law or equity, including, but not limited to the following, and City may, at its election, without notice to or demand upon Borrower, except for notices or demands required by law or expressly required pursuant to the City Documents, exercise one or more of the following remedies:

(a) Accelerate and declare the balance of the Note and interest accrued thereon immediately due and payable;

(b) Seek specific performance to enforce the terms of the City Documents;

(c) Foreclose on the Property pursuant to the Deed of Trust; and

(d) Terminate this Agreement pursuant to Section 10.3.

10.4 No Default for City. The parties acknowledge the City would not have entered into this Agreement had it been exposed to special or consequential damage claims from Borrower for any breach thereof. As such, the parties agree that in no event, including breach of this Agreement, shall Borrower be entitled to recover any special or consequential damages against the City arising out of actions or failure to act by the City in connection with any of the City Documents.

10.5 Remedies Cumulative; No Consequential Damages. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same or any other default by the other Party. Notwithstanding any contrary provision of this Agreement, a Party's right to recover damages in the event of a default shall be limited to actual damages and shall exclude consequential damages.

10.6 Inaction Not a Waiver of Default. No failure or delay by either Party in asserting any of its rights and remedies as to any default shall operate as a waiver of such default or of any such rights or remedies, nor deprive either Party of its rights to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies in the same or any subsequent default.

10.7 Rights of Mortgagees. Any rights of the City under this Article X shall not defeat, limit or render invalid any mortgage or deed of trust permitted by this Agreement or any rights provided for in this Agreement for the protection of holders of such instruments.

10.8 Rights of Limited Partners. Whenever City delivers any notice of default hereunder, City shall concurrently deliver a copy of such notice to the limited partner(s) in accordance with Section 12.2. The limited partner(s) shall have the same right as Borrower to cure or remedy any default hereunder within the cure period provided to Borrower; provided however, if the default is of such nature that the limited partners reasonably determine that it is necessary to replace the general partner of Borrower in order to cure such default, then the cure period shall be extended by an additional sixty (60) days after the removal and replacement of such general partner, provided that the limited partners have promptly commenced and diligently proceeded with all requisite actions to effect such removal and replacement.

ARTICLE XI

INDEMNITY AND INSURANCE.

11.1 Indemnity. To the greatest extent allowed by law, Borrower shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against any and all Claims to the extent arising directly or indirectly, in whole or in part, as a result of or in connection with the development, construction, improvement, operation, ownership or maintenance of the Project or the Property, or any part thereof or interest therein, by Borrower or Borrower's contractors, subcontractors, agents, employees or any other party acting for or on behalf of Borrower, or otherwise to the extent arising out of or in connection with Borrower's performance or failure to perform under this Agreement, including without limitation, Claims arising or alleged to have arisen in connection with any violation of Applicable Laws in connection with the development, operation or management of the Project by Borrower or Borrower's contractors, subcontractors, agents, employees or any other party acting for or on behalf of Borrower. Borrower's indemnification obligations under this Section 11.1 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees and are subject to the additional terms set forth in Section 11.2 below. The

provisions of this Section 11.1 shall survive the expiration or earlier termination of this Agreement.

11.2 Terms Applicable to Indemnity Provisions. The terms set forth in this Section 11.2 shall apply to all provisions of this Agreement that pertain to Borrower's obligations to indemnify City and the other Indemnitees, including without limitation, Sections 5.4, 5.5, 6.3, 7.3, 11.1, and 12.1. In connection with each such provision, all of the following shall apply:

(a) City does not and shall not waive any rights against Borrower that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Borrower, of any of the insurance policies described in this Agreement.

(b) Borrower's obligation to indemnify the Indemnitees shall not be limited or impaired by any of the following: (i) any amendment or modification of any City Document; (ii) any extensions of time for performance required by any City Document; (iii) any provision in any of the City Documents limiting City's recourse to property securing the Secured Obligations (as defined in the Deed of Trust), or limiting the personal liability of Borrower, or any other party for payment of all or any part of the Loan; (iv) the accuracy or inaccuracy of any representation and warranty made by Borrower under this Agreement or by Borrower or any other party under any City Document, (v) the release of Borrower or any other person, by City or by operation of law, from performance of any obligation under any City Document; (vi) the release or substitution in whole or in part of any security for repayment of the Loan; and (vii) City's failure to properly perfect any lien or security interest given as security for repayment of the Loan.

(c) The obligations of Borrower to indemnify the Indemnitees shall survive any repayment or discharge of the indebtedness evidenced by the Note, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of the Deed of Trust.

11.3 Insurance. Borrower shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit F against claims that may arise from or in connection with this Agreement. Upon reasonable written notice, Borrower shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 Enforced Delay; Extension of Times of Performance. The time for performance of provisions of this Agreement by either Party shall be extended for a period equal to the period of any delay directly affecting the Project or this Agreement which is caused by war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, pandemics, quarantine restrictions, freight embargoes, lack of transportation, suits filed by unrelated third parties concerning or arising out of this Agreement

or unseasonable weather conditions ("**Force Majeure"**). An extension of time for any of the above-specified causes will be deemed granted only if written notice by the Party claiming such extension is sent to the other Party within ten (10) calendar days from the commencement of the cause.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of Borrower and City (acting in the discretion of the City's Authorized Representative unless he or she determines in his or her discretion to refer such matter to the City Council). City and Borrower acknowledge that, notwithstanding any contrary provision of this Agreement, adverse changes in economic conditions, either of the affected Party specifically or the economy generally, changes in market conditions or demand, and/or inability to obtain financing to complete the Project shall not constitute grounds of enforced delay pursuant to this Section. Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

12.2 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement or any other City Document 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: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) 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.

CITY: City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550
Attention: City Manager

BORROWER: Pac Avenue, L.P.
c/o Satellite Affordable Housing Associates
1835 Alcatraz Avenue
Berkeley, CA 94703
Attn: Eve Stewart, Senior Vice President of Real Estate Development

Interfaith Housing, Inc.
550 Hillcrest Avenue
Livermore, CA 94550
Attn: President

With a copy to:

Gubb & Barshay LLP
505 14th Street, Suite 450

Oakland, CA 94612
Attention: Erica Williams Orcharton

And a copy to Borrower's limited partner:

NEF Assignment Corporation
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606
Attention: General Counsel
Email: projectnotices@nefinc.org with subject line of SMT #83146; 83452

With a copy to:

NEF Assignment Corporation
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606
Attention: SVP Asset Management

And:

Bocarsly Emden Cowan Esmail & Arndt LLP
633 W. Fifth Street, Suite 5880
Los Angeles, California 90017
Attention: Rachel Rosner, Esq

12.3 Attorneys' Fees. If either Party fails to perform any of its obligations under this Agreement, or if any dispute arises between the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing Party in any proceeding in connection with such dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

12.4 Waivers; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the Party granting the extension. This Agreement may be amended or modified only by a written instrument executed by the Parties.

12.5 Binding on Successors. Subject to the restrictions on Transfers set forth in Article VIII, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement to a specifically named Party

shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement or under law.

12.6 Survival. All representations made by Borrower hereunder and Borrower's obligations pursuant to Sections 5.4, 5.5, 6.3, 7.3, 11.1, and 12.1 shall survive the expiration or termination of this Agreement.

12.7 Headings; Interpretation; Statutory References. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it. All references in the City Documents to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Livermore shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

12.8 Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City's Authorized Representative or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City's Authorized Representative determines in his or her discretion that such action or approval requires referral to City Council for consideration.

12.9 Entire Agreement. This Agreement, including Exhibits A through H attached hereto and incorporated herein by this reference, together with the other City Documents contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof. If the Exhibits to this Agreement are inconsistent with this Agreement, the more restrictive requirements shall control, as determined by the City's Authorized Representative. In the event of a conflict between this Agreement and the other City Documents, the more restrictive requirements shall control, as determined by the City's Authorized Representative. In the event of a conflict between City Documents and the DDLA, the City Documents shall control.

12.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Party. Any executed counterpart of this Agreement may be delivered to the other Party by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

12.11 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

12.12 No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

12.13 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Borrower and City is and shall remain solely that of a debtor and a creditor, and shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Borrower (except as expressly provided in this Agreement) or to any third party with respect to the Project or the Loan. Borrower and its employees are not employees of City but rather are, and shall always be considered independent contractors. Furthermore, Borrower and its employees shall at no time hold themselves out as employees or agents of City. Except as City may specify in writing, Borrower shall not have any authority to act as an agent of City or to bind City to any obligation.

12.14 Time of the Essence; Calculation of Time Periods. Time is of the essence for each condition, term, obligation and provision of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run until the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time at the Property. For purposes of this Agreement, a "business day" means a day that is not a Saturday, Sunday, a federal holiday or a state holiday under the laws of the State of California.

12.15 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Alameda County, California or in the Federal District Court for the Northern District of California.

12.16 Inspection of Books and Records. Upon request, Borrower shall permit the City to inspect at reasonable times and with at least 48 hours prior written notice, on a confidential basis those books, records and all other documents of Borrower necessary to determine Borrower's compliance with the terms of this Agreement.

12.17 Political Activity. None of the funds, materials, property or services contributed by City to Borrower under this Agreement shall be used for any partisan political activity or the election or defeat of any candidate for public office.

12.18 Non-Liability of City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to the Borrower in the event of any default or breach by the City or for any amount which may become due to the Borrower or its successor or on any obligation under the terms of this Agreement.

12.19 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in subsection (b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. The Borrower shall exercise due diligence to ensure that the prohibition in this Section is followed.

(b) In accordance with Government Code Section 1090 and the Political Reform Act, Government Code Section 87100 *et seq.,* no person who is a director, officer, partner, trustee or employee or consultant of the Borrower, or immediate family member of any of the preceding, shall make or participate in a decision, made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or the Borrower. Interpretation of this Section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code Section 87100 *et seq.,* its implementing regulations manual and codes, and Government Code Section 1090.

SIGNATURES ON FOLLOWING PAGE(S).

IN WITNESS WHEREOF, the Parties have entered into this Affordable Housing Loan Agreement effective as of the date first written above.

CITY:

CITY OF LIVERMORE,
a California municipal corporation

By: _____

Print Name: Marianna A. Burch

Title: City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

_____
Deputy/Assistant/Senior Assistant/City Attorney

BORROWER:
Pac Avenue, L.P.,
a California limited partnership

By: Pac Avenue LLC,
a California limited liability company,
its general partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit corporation,
a member and the manager

By: _____
Eve Stewart,
Senior Vice President of Real Estate Development

135.054/639247

IN WITNESS WHEREOF, SAHA hereby executes this Affordable Housing Loan Agreement solely with respect to the Assignment of the Predevelopment Note set forth in Section 4.2, effective as of the date first written above.

SATELLITE AFFORDABLE HOUSING ASSOCIATES
a California nonprofit public benefit corporation

By: _____
Name: Eve Stewart
Title: Senior Vice President of Real Estate Development

Exhibits

A	Legal Description of the Property
B	Form of City Amended & Restated Predevelopment Note
C	Form of City Development Note
D	Form of City Leasehold Deed of Trust
E	Form of Regulatory Agreement
F	Insurance Requirements
G	Approved Development Budget
H	Form of Ground Lease

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A

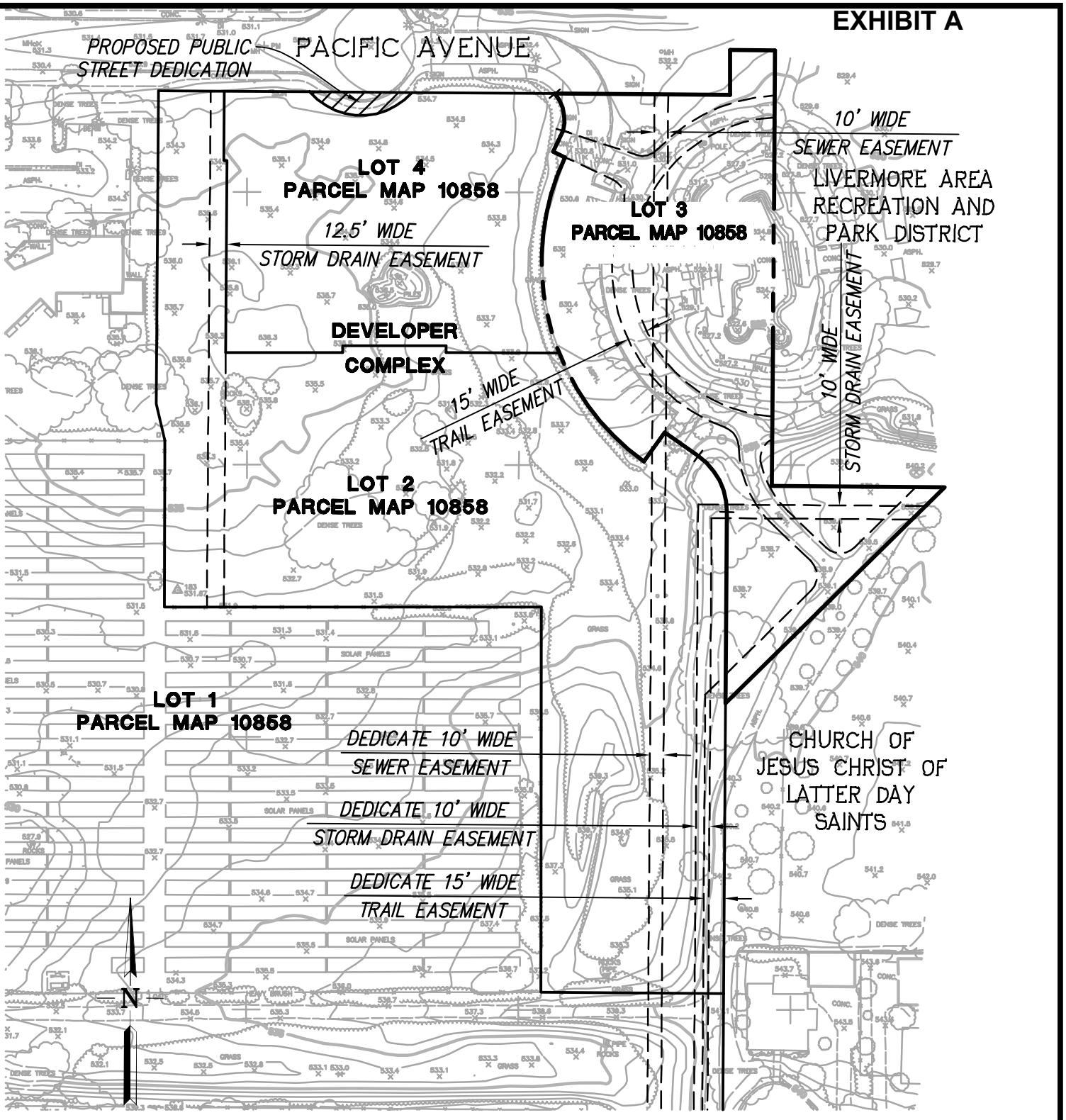
LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT REAL PROPERTY IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 2, OF PARCEL MAP 10858, FILED NOVEMBER 27, 2024, IN BOOK 360 OF PARCEL MAPS, AT PAGES 87, 88, and 89.

APN: a portion of 099-0950-008-02

EXHIBIT A



SHEET 2

PLAT - PROPERTY

CITY OF LIVERMORE, 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

SCALE:	DATE:	JOB NO.:
1" = 100'	3-21-2023	151084-T50

G:\JOB2015\151084 T50 PACIFIC AVE SENIOR CITIZEN\CAD FILES\00-EXHIBITS\EXHIBIT B - PREMISES.DWG 3/22/2023 11:22:22 AM WILL BARTALINI

Exhibit B

FORM OF CITY AMENDED & RESTATED PREDEVELOPMENT NOTE

NOTICE TO BORROWER:

THIS DOCUMENT CONTAINS PROVISIONS
RESTRICTING RESALE AND ASSUMPTIONS

AMENDED AND RESTATED PROMISSORY NOTE
Pacific Senior Phase 1 Predevelopment Loan
Secured by a Leasehold Deed of Trust

Principal Amount: $657,000 _____, 2025
3701 Pacific Avenue Livermore, California

FOR VALUE RECEIVED, the undersigned Satellite Affordable Housing Associates, a California nonprofit public benefit corporation ("Borrower") whose address is 1835 Alcatraz Avenue, Berkeley, CA 94703, hereby promise(s) to pay to the order of the City of Livermore, a municipal corporation ("City"), at 1052 South Livermore Avenue, Livermore, California 94550, the principal amount of SIX HUNDRED FIFTY SEVEN THOUSAND Dollars ($657,000) (the "Predevelopment Loan"), together with interest accrued thereon, as set forth in this Amended and Restated Promissory Note ("City A&R Predevelopment Note").

Pursuant to that certain Disposition, Development and Loan Agreement dated September 16, 2021 (the "DDLA") by and between City and Borrower, Borrower agreed to develop certain real property into two separate parcels, and more particularly to develop One Hundred and Forty (140) units of affordable housing for Seniors (the "Pacific Avenue Project") on Phase 1 and Phase 2 (each as hereinafter defined). The Pacific Avenue Projects is divided into two phases consisting of a 79-unit building with one manager's unit ("Phase 1", the "Property", or the "Project") and a 62-unit building ("Phase 2"). The proceeds of the Predevelopment Loan are for Phase 1. This agreement only encumbers Phase 1 of the Project. On December 13, 2022, the City approved a First Amendment to the executed DDLA, which included the property subdivision, an updated performance schedule, and a ground lease term sheet.

In accordance with the DDLA, City filed Parcel Map No. 10858 for record in the Official Records of Alameda County on November 27, 2024, in Book 360, Pages 87-89 of Maps (the "Map"), subdividing the real property two parcels, Parcels 2 & 4, as shown on the Map, located at 3701 Pacific Ave., in the City of Livermore, Alameda County, California. The Partnership (as hereinafter defined) intends to lease Parcel 2 for Phase 1 of the Project, as more particularly described in Exhibit A attached hereto (the "Property").

Pursuant to the DDLA, the City made a loan to Borrower in the amount of SIX HUNDRED FIFTY-SEVEN THOUSAND Dollars ($657,000) (the "City Predevelopment Loan"), in connection with which Borrower delivered to the City that certain Promissory Note in the total amount of the City Predevelopment Loan and dated as of September 16, 2021 (the "Original Promissory Note").

In accordance with the DDLA, SAHA formed Pac Avenue, L.P., a California limited

partnership (the "Partnership"), and the Partnership intends to enter into a long-term ground lease to develop, own and operate the Pacific Avenue Project on the Property. Pursuant to the DDLA and that certain Affordable Housing Loan Agreement that shall be entered into by and between the City and the Partnership (the "Loan Agreement"), the City Predevelopment Loan shall be assigned to the Partnership to construct the Pacific Avenue Project. The City and the Partnership shall also enter into that certain Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants dated as of even date with the Loan Agreement (the "Regulatory Agreement").

This City Amended and Restated Predevelopment Note hereby amends and restates in full the Original Promissory Note, and the Original Promissory Note shall be of no further force or effect

1. Borrower's Obligation. This City Development Note evidences the Borrower's obligation to pay the City the Principal Amount, as that term is subsequently defined, loaned to the Borrower by the City to finance the Property's development. As a condition of receiving the Principal Amount, the Borrower promises and agrees to comply will all terms and conditions of this City Development Note.

2. Principal. The principal amount of this City Development Note, $657,000 ("Principal Amount"), loaned to the Borrower by the City to finance predevelopment of the Property.

3. Interest. The City Development Note shall bear three percent (3%) simple annual interest commencing upon the dates the funds were disbursed to the Borrower.

4. Term. The entire indebtedness evidenced by this City Amended and Restated Predevelopment Note shall be repaid to the City within fifty-five (55) years from repayment of the Approved Senior Loan.

5. Repayment. The Borrower shall make payments towards principal and accrued interest due on this City A&R Predevelopment Note as set forth in Article 4 of the City Affordable Housing Loan Agreement during the Term. This A&R Predevelopment Note becomes due and payable in full on (a) the date the Property is transferred in a manner which is ineligible under the terms of the, Loan Agreement, Ground Lease or Regulatory Agreement, or (b) an Event of Default by the Partnership which has not been cured as provided for in the City Affordable Housing Loan Agreement, but in any event (c) no later than the fifty-fifth (55th) anniversary of the repayment of the Approved Senior Loan . Any payments made by Borrower pursuant to this section shall be applied first to pay current annual interest due, and then to reduce the principal amount of the City Predevelopment Loan. All payments by the Borrower shall be paid to the City in currency of the United States of America, which at the time of the payment is lawful for the payment of public and private debts.

All payments on this City A&R Predevelopment Note shall be made payable to the City of Livermore and shall be delivered to the City at 1052 South Livermore Avenue, Livermore, California, 94550, or to such other place as the City may from time-to-time designate.

All payments on this City A&R Predevelopment Note shall be without expense to the City, and the Borrower agrees to pay all costs and expenses incurred in connection with the payment.

6. Prepayment. At its option and without any premium or penalty, Borrower may pay all or a portion of the outstanding Principal Amount prior to the amount becoming due. The Borrower may make such prepayments at any time, or from time-to-time, before the prepaid amount is due. All prepayments shall be applied by the City to reduce the amount of the outstanding Principal Amount owed under this City A&R Predevelopment Note.

7. Nonrecourse. Neither Borrower nor the general or limited partners of Borrower shall have personally liability for payment of the principal of, or interest on, this City Development Note, and the sole recourse of City with respect to the payment of principal of, or interest on, this City A&R Predevelopment Note shall be to the Property and any other collateral held by City as security for this City A&R Predevelopment Note.

8. Encumbrances. Except as otherwise permitted by the terms of the City Affordable Housing Loan Agreement, the Borrower shall not encumber the Property, permit the covenancy, transfer, or encumbrance of the Property, allow the placement of any liens, notes or deeds on the Property, or use the Property as security for any note or loan, without the City's prior written approval; provided, however, that the approval of encumbrances consistent with the approved Financing Plan included in the Ground Lease shall not be unreasonably withheld. Any written approval by the City shall be consistent with the requirements of Section 13 below.

9. Payment Acceleration. The Principal Amount of this City A&R Predevelopment Note, together with all accrued interest and other outstanding payments and penalties, shall become immediately due and payable upon the occurrence of any of the following events:

A. The Borrower fails to use the Property in accordance with the City Affordable Housing Loan Agreement, Ground Lease or Regulatory Agreement;

B. The Borrower fails to cure a default consistent with the requirements of Section 10 below;

C. The transfer of the Property or this City A&R Predevelopment Note in violation of Section 12, and without the City's written approval consistent with the requirements of Sections 12, 13 and 20 below;

D. The encumbrance of the Property in violation of Section 8, without the City's written approval consistent with the requirements of Sections 8 and 13;

E. Borrower is found to be in Default of the City Affordable Housing Loan Agreement on the Property

10. Special Repayment Provision: In the event that the Lender is no longer in operation, Borrower shall make all payments due to the California Department of Housing and Community Development.

11. Default – Notice & Opportunity to Cure. If, in the City's sole discretion, the Borrower fails to observe or perform any condition contained herein, or take diligent action towards the cure or remedy of such event, for a period of sixty (60) days after written notice from the City specifying such failure and requesting that it be cured, such event shall be deemed a default and the City shall be entitled, and in addition to all other remedies provided by law or in equity, to compel specific performance by the Borrower of its obligations under this City A&R Predevelopment Note. Any investor limited partner of Borrower or Borrower's assignee shall have the same notice and cure rights granted to Borrower, and any cure tendered by such investor shall be accepted or rejected on the same basis as if tendered by Borrower.

12. Prohibited Transfers. Except as otherwise permitted by the terms of this City A&R Predevelopment Note, Ground Lease or the Loan Agreement, the Borrower is prohibited from transferring by sale, lease, trade, exchange, rental, gift, assignment, conveyance, the Property or any part thereof, or any trust or power, or any transfer in any other mode or form, of the Property or any part thereof or any interest therein; provided, however, that the Borrower may transfer any or all of its interest in the Property to a subsidiary or affiliate

controlled by Borrower. Notwithstanding anything to the contrary contained herein, this City A&R Predevelopment Note shall be assignable and transferable in whole or in part to one or more limited partnerships affiliated with Borrower, so long as any such assignment or other document evidencing such assignment is acceptable to the City. Borrower may transfer limited partner interests to a tax credit investor (the "Investor"), and such Investor may further transfer its limited partner interests, and the Investor may remove Borrower's general partner pursuant to the terms of the Borrower's limited partnership agreement, with the City's consent, which consent will not be unreasonably withheld.

13. Permitted Transfers. Under the following limited circumstances, the City may give its prior written approval for the transfer of the Property: The Property is to be transferred to another qualified developer, as pre-determined by the City, which is a non-profit serving the same mission to provide housing under the City Affordable Housing Loan Agreement and Regulatory Agreement and will assume the Borrower's rights and obligations under the Ground Lease, Deed of Trust, this City A&R Predevelopment Note, Loan Agreement and Regulatory Agreement.

14. Prior Written Approval. The City shall not unreasonably withhold its written approval of permitted transfers, encumbrances and refinancing by the Borrower. However, the City may only give written approval of those transfers, encumbrances, and refinancing authorized by this City A&R Predevelopment Note or the City Loan Agreement. The Borrower must request the City's written approval prior to closing any transfer, encumbrance, or refinancing. If not approved, or in violation of this City A&R Predevelopment Note, any unapproved transfer, encumbrance, or refinancing shall be null and void.

In the event of any inconsistency or conflict between Sections 12, 13 and 14 of this City A&R Predevelopment Note with the provisions of Article 8 of the Loan Agreement, Article 8 of the Loan Agreement shall control.

15. Audit and Inspection. To the extent permissible under laws and regulations protecting individual confidentiality and upon at least 48 hours prior written notice, the City shall have access to, and is hereby authorized by the Borrower to inspect, make copies or photographs of, the Property, books, utility accounts, and records of the Borrower pertaining to this City A&R Predevelopment Note and the Borrower's use of the Property.

16. Notices. Any demand or notice which either party desires to deliver to the other, shall be in writing and shall be delivered by hand, sent by a recognized overnight courier, deposited in the United States mail with a first-class prepaid postage and a return receipt requested, to ensure timely and complete delivery to the other party at the addresses noted above.

17. Attorney Fees and Costs. Borrower agrees that if any amounts due under this City Development Note are not paid when due, to pay all costs and expenses of collection and reasonable attorney fees paid or incurred in connection with the collection or enforcement of this City A&R Predevelopment Note, whether or not suit is filed.

18. Severability. Every provision of this City A&R Predevelopment Note is intended to be severable. If any provision is held by a court of competent jurisdiction to be invalid, illegal, and unenforceable, the validity, legality, and enforceability, of the remaining provisions shall not in any way be affected or impaired.

19. Interpretation. The provisions of this City A&R Predevelopment Note have been arrived at through negotiation and each party had a full and fair opportunity to revise the provisions and have them reviewed by legal counsel. The parties agree that any ambiguities in

construing or interpreting this City A&R Predevelopment Note shall not be resolved against either party as the drafting party.

20. Joint and Several Obligations. This City A&R Predevelopment Note is the joint and several obligations of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

21. Negotiability. Except as otherwise provided herein, this City A&R Predevelopment Note is non-negotiable and not transferable by the Borrower. The City, in its sole discretion, may, in the event of an Event of Default by the Borrower that is not cured as provided for in the City Affordable Housing Loan Agreement, negotiate a transfer, assignment, or assumption of this City A&R Predevelopment Note to any person and upon a minimum ninety (90) day written notice to the Borrower by the City.

22. Binding Upon Successors. All provisions of this City A&R Predevelopment Note shall be binding upon and inure to the benefit of the successors-in-interest, transferees, and assigns of the Borrower and the City, respectively.

[Signature Page to Follow]

DATE:

BORROWER

Satellite Affordable Housing Associates,
a California nonprofit public benefit corporation

By: _____
Eve Stewart,
Senior Vice President of Real Estate Development

EXHIBIT A

Legal Description

(To Be Inserted Upon Title)

Exhibit C

FORM OF CITY DEVELOPMENT NOTE

NOTICE TO BORROWER:

THIS DOCUMENT CONTAINS PROVISIONS
RESTRICTING RESALE AND ASSUMPTIONS

PROMISSORY NOTE
Pacific Senior Phase 1 Development Loan
Secured by a Leasehold Deed of Trust

Principal Amount: $6,500,000 _____, 2025
3701 Pacific Avenue Livermore, California

FOR VALUE RECEIVED, the undersigned Pac Avenue, L.P., a California limited partnership ("Borrower") whose address is c/o Satellite Affordable Housing Associates, 1835 Alcatraz Avenue, Berkeley, CA 94703, hereby promise(s) to pay to the order of the City of Livermore, a municipal corporation ("City"), at 1052 South Livermore Avenue, Livermore, California 94550, the principal amount of Six Million Five Hundred Thousand Dollars ($6,500,000), together with interest accrued thereon, as set forth in this Promissory Note ("City Development Note").

Pursuant to that certain Disposition, Development and Loan Agreement dated September 16, 2021 (the "DDLA") by and between City and Borrower's predecessor in interest, Satellite Affordable Housing Associates, a California nonprofit public benefit corporation (the "Developer"), the Developer agreed to develop certain real property into two separate parcels, and more particularly to develop One Hundred and Forty (140) units of affordable housing for Seniors (the "Pacific Avenue Project") on Phase 1 & Phase 2. The Pacific Avenue Projects shall be divided into two phases consisting of a 79-unit building with one manager's unit ("Phase 1", the "Property", or the "Project") and a 61-unit building ("Phase 2"). The City Development Note only encumbers Phase 1 of the Project. On December 13, 2022, the City approved a First Amendment to the executed DDLA, which included the property subdivision, an updated performance schedule, and a ground lease term sheet.

In accordance with the DDLA, City filed Parcel Map No. 10858 for record in the Official Records of Alameda County on November 27, 2024, in Book 360, Pages 87-89 of Maps (the "Map"), subdividing the real property two parcels, Parcels 2 & 4, as shown on the Map, located at 3701 Pacific Ave., in the City of Livermore, Alameda County, California. The Borrower intends to lease Parcel 2 for Phase 1 of the Project, as more particularly described in Exhibit A attached hereto (the "Property").

In accordance with the DDLA, SAHA formed the Borrower, and Borrower intends to enter into a long-term ground lease to develop, own and operate the Pacific Avenue Project on the Property. Pursuant to the DDLA and that certain Affordable Housing Loan Agreement entered into by and between the City and Borrower dated as of even date herewith (the "Loan Agreement"), the City has made a loan to Borrower in the original principal amount of Six Million Five Hundred Thousand Dollars ($6,500,000) (the "City Development Loan") to construct Phase 1 of the Pacific Avenue Project.

This City Development Note is made and delivered pursuant to and in conjunction with the City Affordable Housing Loan Agreement and that certain Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants entered into by and between the City and Borrower dated as of even date herewith (the "Regulatory Agreement"). All capitalized terms not otherwise defined in this City Development Note shall have the meanings set forth in the City Affordable Housing Loan Agreement The Borrower's obligations with respect to this City Development Note are secured by that certain Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing entered into by Borrower for the benefit of the City as of even date herewith ("Deed of Trust") executed by the Borrower concurrently herewith.

1. Borrower's Obligation. This City Development Note evidences the Borrower's obligation to pay the City the Principal Amount, as that term is subsequently defined, loaned to the Borrower by the City to finance the Property's development. As a condition of receiving the Principal Amount, the Borrower promises and agrees to comply will all terms and conditions of this City Development Note.

2. Principal. The principal amount of this City Development Note, $6,500,000 ("Principal Amount"), loaned to the Borrower by the City to finance development of the Property.

3. Interest. The City Development Note shall bear three percent (3%) simple annual interest commencing upon date the funds are disbursed to the Borrower.

4. Term. The entire indebtedness evidenced by this City Development Note shall be repaid to the City within fifty-five (55) years from repayment of the Approved Senior Loan.

5. Repayment. The Borrower shall make payments towards principal and accrued interest due on the City Development Loan from residual receipts subordinate to other City financing as described in 4.2 of the City Affordable Housing Loan Agreement during the Term of this City Development Note. This City Development Note becomes due and payable in full on (a) the date the Property is transferred in a manner which is ineligible under the terms, City Affordable Housing Loan Agreement, or Regulatory Agreement, or (b) an Event of Default by Borrower which has not been cured as provided for in the City Affordable Housing Loan Agreement, but in any event (c) no later than the fifty-fifth (55th) anniversary of the repayment of the Approved Senior Loan . Any payments made by Borrower pursuant to this section shall be applied first to pay current annual interest due, and then to reduce the principal amount of the City Development Loan. All payments by the Borrower shall be paid to the City in currency of the United States of America, which at the time of the payment is lawful for the payment of public and private debts.

All payments on this City Development Note shall be made payable to the City of Livermore and shall be delivered to the City at 1052 South Livermore Avenue, Livermore, California, 94550, or to such other place as the City may from time-to-time designate.

All payments on this City Development Note shall be without expense to the City, and the Borrower agrees to pay all costs and expenses incurred in connection with the payment.

6. Prepayment. At its option and without any premium or penalty, Borrower may pay all or a portion of the outstanding Principal Amount prior to the amount becoming due. The Borrower may make such prepayments at any time, or from time-to-time, before the prepaid amount is due. All prepayments shall be applied by the City to reduce the amount of the outstanding Principal Amount owed under this City Development Note.

7. Nonrecourse. Neither Borrower nor the general or limited partners of Borrower shall have personally liability for payment of the principal of, or interest on, this City Development Note, and the sole recourse of City with respect to the payment of principal of, or interest on, this City Development Note shall be to the Property and any other collateral held by City as security for this City Development Note.

8. Encumbrances. Except as otherwise permitted by the terms of the City Affordable Housing Loan Agreement, the Borrower shall not encumber the Property, permit the covenancy, transfer, or encumbrance of the Property, allow the placement of any liens, notes or deeds on the Property, or use the Property as security for any note or loan, without the City's prior written approval; provided, however, that the approval of encumbrances consistent with the approved Financing Plan included in the Ground Lease shall not be unreasonably withheld. Any written approval by the City shall be consistent with the requirements of Section 13 below.

9. Payment Acceleration. The Principal Amount of this City Development Note, together with all accrued interest and other outstanding payments and penalties, shall become immediately due and payable upon the occurrence of any of the following events:

A. The Borrower fails to use the Property in accordance with the City Affordable Housing Loan Agreement, Ground Lease or Regulatory Agreement;

B. The Borrower fails to cure a default consistent with the requirements of Section 10 below;

C. The transfer of the Property or this City Development Note in violation of Section 11, and without the City's written approval consistent with the requirements of Sections 12, 13 and 20 below;

D. The encumbrance of the Property in violation of Section 8, without the City's written approval consistent with the requirements of Sections 8 and 13;

E. Borrower is found to be in Default of the City Affordable Housing Loan Agreement on the Property

10. Special Repayment Provision: In the event that the Lender is no longer in operation, Borrower shall make all payments due to the California Department of Housing and Community Development.

11. Default – Notice & Opportunity to Cure. If, in the City's sole discretion, the Borrower fails to observe or perform any condition contained herein, or take diligent action towards the cure or remedy of such event, for a period of sixty (60) days after written notice from the City specifying such failure and requesting that it be cured, such event shall be deemed a default and the City shall be entitled, and in addition to all other remedies provided by law or in equity, to compel specific performance by the Borrower of its obligations under this City Development Note. Any investor limited partner of Borrower or Borrower's assignee shall have the same notice and cure rights granted to Borrower, and any cure tendered by such investor shall be accepted or rejected on the same basis as if tendered by Borrower.

12. Prohibited Transfers. Except as otherwise permitted by the terms of this City Development Note, Ground Lease or the City Affordable Housing t Loan Agreement, the Borrower is prohibited from transferring by sale, lease, trade, exchange, rental, gift, assignment, conveyance, the Property or any part thereof, or any trust or power, or any transfer in any other mode or form, of the Property or any part thereof or any interest therein; provided, however, that the Borrower may transfer any or all of its interest in the Property to

a subsidiary or affiliate controlled by Borrower. Notwithstanding anything to the contrary contained herein, this City Development Note shall be assignable and transferable in whole or in part to one or more limited partnerships affiliated with Borrower, so long as any such assignment or other document evidencing such assignment is acceptable to the City. Borrower may transfer limited partner interests to a tax credit investor (the "Investor"), and such Investor may further transfer its limited partner interests, and the Investor may remove Borrower's general partner pursuant to the terms of the Borrower's limited partnership agreement, with the City's consent, which consent will not be unreasonably withheld.

13. Permitted Transfers. Under the following limited circumstances, the City may give its prior written approval for the transfer of the Property: The Property is to be transferred to another qualified developer, as pre-determined by the City, which is a non-profit serving the same mission to provide housing under the City Affordable Housing Loan Agreement and Regulatory Agreement and will assume the Borrower's rights and obligations under the Ground Lease, Deed of Trust, this City Development Note, City Affordable Housing Loan Agreement and Regulatory Agreement.

14. Prior Written Approval. The City shall not unreasonably withhold its written approval of permitted transfers, encumbrances and refinancing by the Borrower. However, the City may only give written approval of those transfers, encumbrances, and refinancing authorized by this City Development Note or the City Affordable Housing Loan Agreement. The Borrower must request the City's written approval prior to closing any transfer, encumbrance, or refinancing. If not approved, or in violation of this City Development Note, any unapproved transfer, encumbrance, or refinancing shall be null and void.

In the event of any inconsistency or conflict between Sections 12, 13 and 14 of this City A&R Predevelopment Note with the provisions of Article 8 of the City Affordable Housing Loan Agreement, Article 8 of the City Affordable Housing Loan Agreement shall control.

15. Audit and Inspection. To the extent permissible under laws and regulations protecting individual confidentiality and upon at least 48 hours prior written notice, the City shall have access to, and is hereby authorized by the Borrower to inspect, make copies or photographs of, the Property, books, utility accounts, and records of the Borrower pertaining to this City Development Note and the Borrower's use of the Property.

16. Notices. Any demand or notice which either party desires to deliver to the other, shall be in writing and shall be delivered by hand, sent by a recognized overnight courier, deposited in the United States mail with a first-class prepaid postage and a return receipt requested, to ensure timely and complete delivery to the other party at the addresses noted above.

17. Attorney Fees and Costs. Borrower agrees that if any amounts due under this City Development Note are not paid when due, to pay all costs and expenses of collection and reasonable attorney fees paid or incurred in connection with the collection or enforcement of this City Development Note, whether or not suit is filed.

18. Severability. Every provision of this City Development Note is intended to be severable. If any provision is held by a court of competent jurisdiction to be invalid, illegal, and unenforceable, the validity, legality, and enforceability, of the remaining provisions shall not in any way be affected or impaired.

19. Interpretation. The provisions of this City Development Note have been arrived at through negotiation and each party had a full and fair opportunity to revise the provisions

and have them reviewed by legal counsel. The parties agree that any ambiguities in construing or interpreting this City Development Note shall not be resolved against either party as the drafting party.

20. Joint and Several Obligations. This City Development Note is the joint and several obligations of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

21. Negotiability. Except as otherwise provided herein, this City Development Note is non-negotiable and not transferable by the Borrower. The City, in its sole discretion, may, in the event of an Event of Default by the Borrower that is not cured as provided for in the City Affordable Housing Loan Agreement, negotiate a transfer, assignment, or assumption of this City Development Note to any person and upon a minimum ninety (90) day written notice to the Borrower by the City.

22. Binding Upon Successors. All provisions of this City Development Note shall be binding upon and inure to the benefit of the successors-in-interest, transferees, and assigns of the Borrower and the City, respectively.

[Signature Page to Follow]

DATE:

BORROWER

Pac Avenue, L.P.,
a California limited partnership

By: Pac Avenue LLC,
a California limited liability company,
its general partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit corporation,
a member and the manager

By: _____
Eve Stewart,
Senior Vice President of Real Estate Development

EXHIBIT A

Legal Description

(To Be Inserted Upon Title)

Exhibit D

FORM OF CITY LEASEHOLD DEED OF TRUST

Recording Requested by
and when Recorded, return to:

City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550
Attention: City Manager

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

Space above this line for Recorder's use.

APN 099-095000802 (portion only - parcel 2)

LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

(Pacific Senior – City Predevelopment & Development Loan)

THIS LEASEHOLD DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Deed of Trust**") is made as of _____, 2025, Pac Avenue, L.P. ("**Borrower**") to Old Republic Title ("**Trustee**"), for the benefit of the City of Livermore, a municipal corporation ("**City**").

RECITALS

A. City owns fee simple title to the land described in Exhibit A attached hereto and incorporated herein by this reference (the "**Land**"). City and Borrower have entered into a ground lease (the "**Ground Lease"**) dated as of the date hereof, pursuant to which Borrower shall lease the Land for the purposes of developing and operating a 140-unit affordable multifamily senior housing development (the "**Pacific Avenue Project**") on the Land, divided into two phases consisting of a 79-unit building ("**Phase 1**" or the "**Project**") and a 61-unit building ("**Phase 2**"). This agreement only encumbers Phase 1 of the Project. A Memorandum of the Ground Lease will be recorded in the Official Records of Alameda County concurrently herewith.

B. Pursuant to that certain City Disposition, Development and Loan Agreement (the **"City DDLA**") dated as of September 16, 2021, and executed by and between City and Satellite Affordable Housing Associates, a California nonprofit public benefit corporation ("**SAHA**"), the City made a loan to SAHA in the amount of Six Hundred Fifty-Seven Thousand Dollars ($657,000) (the "**City Pre-Development Loan"**). The obligation to repay the City Pre-development Loan is evidenced by that certain Promissory Note dated as of September 16, 2021, which was executed by SAHA for the benefit of City (the **"Predevelopment Note")**. On December 13, 2022, the City approved a First Amendment to the executed DDLA, which included the property subdivision, an updated performance schedule, and a ground lease term sheet.

C. City and Borrower have entered into an Affordable Housing Loan Agreement dated as of the date hereof (the "**City Development Loan Agreement**") pursuant to which City is providing a loan to Borrower in the amount of Seven Million One Hundred Fifty-Seven Thousand Dollars ($7,157,000) (the "**City Development Loan**") for the purpose of partially financing the Pacific Avenue Project. Borrower has issued to City a secured promissory note dated as of the date hereof in the amount of Six Million Five Hundred Thousand Dollars ($6,500,000) (the "**Development Note**") to evidence Borrower's obligation to repay the City Development Loan. SAHA has also issued to the City an amended and restated promissory note dated as the date hereof in the amount of Six Hundred Fifty-Seven Thousand Dollars ($657,000), which had been assumed by the Borrower pursuant to the City Development Loan Agreement (the "**A&R Pre-Development Note**" and together with the Development Note, collectively, the "Note").

D. As a condition precedent to the making of the City Pre-Development Loan and the City Development Loan, City has required that Borrower enter into this Deed of Trust and grant to Trustee for the benefit of City, a lien and security interest in the Pacific Avenue Project and in Borrower's leasehold interest in the Land and interests in the Property (defined below) to secure repayment of the A&R Pre-Development Note and the Development Note and performance of Borrower's obligations under the City Documents (defined below). This Deed of Trust will be recorded as the City Development Loan Deed of Trust (described below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows.

1. Grant in Trust. In consideration of the foregoing and for the purpose of securing payment and performance of the Secured Obligations defined and described in Section 2, Borrower hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Trustee, in trust for the benefit of City, with power of sale and right of entry and possession, all estate, right, title and interest which Borrower now has or may later acquire in and to the Land, and all of the following, whether presently owned or hereafter acquired:

a. All buildings, structures, and improvements, now or hereafter located or constructed on the Land ("**Improvements**");

b. All appurtenances, easements, rights of way, pipes, transmission lines or wires and other rights used in connection with the Land or the Improvements or as a means of access thereto, whether now or hereafter owned or constructed or placed upon or in the Land or Improvements and all existing and future privileges, rights, franchises and tenements of the Land, including all minerals, oils, gas and other commercially valuable substances which may be in, under or produced from any part of the Land, and all water rights, rights of way, gores or strips of land, and any land lying in the streets, ways, and alleys, open or proposed, in front of or adjoining the Land and Improvements (collectively, "**Appurtenances**");

c. All machinery, equipment, fixtures, goods and other personal property of the Borrower, whether moveable or not, now owned or hereafter acquired by the Borrower and now or hereafter located at or used in connection with the Land, the Improvements or Appurtenances, and all improvements, restorations, replacements, repairs, additions or substitutions thereto (collectively, "**Equipment**");

d. All existing and future leases, subleases, licenses, and other agreements relating to the use or occupancy of all or any portion of the Land or Improvements (collectively, "**Leases**"), all amendments, extensions, renewals or modifications thereof, and all rent, royalties, or other payments which may now or hereafter accrue or otherwise become payable thereunder to or for the benefit of Borrower, including but not limited to security deposits (collectively, "**Rents**");

e. All insurance proceeds and any other proceeds from the Land, Improvements, Appurtenances, Equipment, Leases, and Rents, including without limitation, all deposits made with or other security deposits given to utility companies, all claims or demands relating to insurance awards which the Borrower now has or may hereafter acquire, including all advance payments of insurance premiums made by Borrower, and all condemnation awards or payments now or later made in connection with any condemnation or eminent domain proceeding ("**Proceeds**");

f. All revenues, income, rents, royalties, payments and profits produced by the Land, Improvements, Appurtenances and Equipment, whether now owned or hereafter acquired by Borrower ("**Gross Revenues**");

g. All architectural, structural and mechanical plans, specifications, design documents and studies produced in connection with development of the Land and construction of the Improvements (collectively, "**Plans**"); and

h. All interests and rights in any private or governmental grants, subsidies, loans or other financing provided in connection with development of the Land and construction of the Improvements (collectively, "**Financing**").

All of the above-referenced interests of Borrower in the Land, Improvements, Appurtenances, Equipment, Leases, Rents, Proceeds, Gross Revenues, Plans and Financing as hereby conveyed to Trustee or made subject to the security interest herein described are collectively referred to herein as the "**Property**."

2. Obligations Secured. This Deed of Trust is given for the purpose of securing payment and performance of the following (collectively, the "**Secured Obligations**"): (i) all present and future indebtedness evidenced by the Note and any amendment thereof, including principal, interest and all other amounts payable under the terms of the Note; (ii) all present and future obligations of Borrower to City under the City Documents (defined below); (iii) all additional present and future obligations of Borrower to City under any other agreement or instrument acknowledged by Borrower (whether existing now or in the future) which states that it is or such obligations are, secured by this Deed of Trust; (iv) all obligations of Borrower to City under all modifications, supplements,

amendments, renewals, or 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 City to protect City's interests under this Deed of Trust or any other City Document. The City Development Loan Agreement, the A&R Pre-Development Note, the Development Note, the Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants dated as of the date hereof, executed by and between Borrower and City and recorded substantially concurrently herewith (the "Regulatory Agreement"), and this Deed of Trust, as any of the foregoing instruments may be modified, supplemented, amended, renewed, or extended, are herein after collectively referred to as the "**City Documents**."

3. Assignment of Rents, Issues, and Profits. Borrower hereby irrevocably, absolutely, presently and unconditionally assigns to City the Rents, royalties, issues, profits, revenue, income and proceeds of the Property. This is an absolute assignment and not an assignment for security only. City hereby confers upon Borrower 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, City may terminate such license without notice to or demand upon Borrower 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 City may determine. City's right to the rents, royalties, issues, profits, revenue, income and proceeds of the Property does not depend upon whether or not City 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 City is in possession of all or part of the Property and/or is collecting and applying Rents as permitted under this Deed of Trust, City, 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 City, in person or by agent, takes actual possession of the Land or the Improvements, City shall not be deemed to be a "mortgagee in possession," shall not be responsible for performing any obligation of Borrower 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 shall not be responsible for any waste committed by Borrower, lessees or any third parties, or for dangerous or defective condition of the Property or any negligence in the management, repair or control of the Property. Absent City's written consent, Borrower shall not accept prepayment of Rents for any rental period exceeding one month.

4. Security Agreement. Borrower intends this Deed of Trust to create a lien on the Property, and an absolute assignment of the Rents and Leases, all in favor of City. To the extent that any Property may be or be determined to be personal property, Borrower

as debtor hereby grants to City as secured party a security interest in all such Property to secure payment and performance of the Secured Obligations. This Deed of Trust constitutes a security agreement under the California Uniform Commercial Code, as amended or recodified from time to time (the "**UCC**"), covering all such Property. To the extent such Property is not real property encumbered by the lien granted above, and is not absolutely assigned by the assignment set forth above, Borrower intends that such Property shall constitute "proceeds, products, offspring, rents, or profits" (as defined in and for the purposes of Section 552(b) of the United States Bankruptcy Code, as such section may be modified or supplemented) of the Land and Improvements.

5. Financing Statements. Pursuant to the UCC, Borrower, as debtor, hereby authorizes City, as secured party, to file such financing statements and amendments thereof and such continuation statements with respect thereto as City may deem appropriate to perfect and preserve City's security interest in the Property and Rents, without requiring any signature or further authorization by Borrower. If requested by City, Borrower shall pay all fees and costs that City may incur in filing such documents in public offices and in obtaining such record searches as City may reasonably require. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall not be construed as in any way derogating from or impairing this Deed of Trust or the rights or obligations of the parties under it.

Everything used in connection with the Property and/or adapted for use therein and/or which is described or reflected in this Deed of Trust is, and at all times and for all purposes and in all proceedings both legal or equitable shall be regarded as part of the estate encumbered by this Deed of Trust irrespective of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with City, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly, the mention in any such financing statement of (1) rights in or to the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for lessening of value, or (3) Borrower's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the property conveyed hereby, whether pursuant to lease or otherwise, shall not be construed as in any way altering any of the rights of City as determined by this instrument or impugning the priority of City's lien granted hereby or by any other recorded document. Such mention in any financing statement is declared to be solely for the protection of City in the event any court or judge shall at any time hold, with respect to the matters set forth in the foregoing clauses (1), (2), and (3), that notice of City's priority of interest is required in order to be effective against a particular class of persons, including but not limited to the federal government and any subdivisions or entity of the federal government.

6. 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. Borrower 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. Borrower shall be deemed to be the "debtor" and City shall be deemed to be the "secured party" for all purposes under the UCC.

7. Borrower's Representations, Warranties and Covenants; Rights and Duties of the Parties.

7.1 Representations and Warranties. Borrower represents and warrants that: (i) Borrower lawfully possesses and holds a leasehold interest in the Land, (ii) Borrower will hold a fee interest in the Improvements that Borrower will cause to be constructed on the Land pursuant to the Ground Lease, (iii) Borrower has good and marketable title to or a leasehold interest in all of the Property; (iv) other than as limited by the City Documents, or the Ground Lease, Borrower has the full and unlimited power, right and authority to encumber Borrower's interests in the Property with this Deed of Trust and assign the Rents as contemplated herein; (iv) subject only to encumbrances of record and senior liens permitted pursuant to the City Documents or the Ground Lease, or otherwise approved in writing by City ("**Permitted Encumbrances**"), this Deed of Trust creates a valid lien on Borrower's entire interest in the Property; (v) except with respect to Permitted Encumbrances, Borrower holds a leasehold in the Land and will hold a fee interest in the Improvements Borrower will cause to be constructed on the Land pursuant to the Ground Lease free and clear of all deeds of trust, mortgages, security agreements, reservations of title or conditional sales contracts, (vi) to Borrower's knowledge, there is no financing statement affecting the Property on file in any public office other than as disclosed in writing to City; and (vii) the correct address of Borrower's chief executive office is specified in Section 10.2.

City agrees that it will not withhold consent to reasonable requests for subordination of this Deed of Trust to deeds of trust provided for the benefit of lenders identified in the Financing Plan approved in connection with the City Development Loan Agreement, as such plan may be updated with City's approval, provided that the instruments effecting such subordination agreement include reasonable protections to the City in the event of default, including without limitation, extended notice and cure rights.

7.2 Condition of Property. Borrower represents and warrants that except as disclosed to City in writing, as of the date hereof: (i) Borrower has not received any notice from any governmental authority of any threatened or pending zoning, building, fire, or health code violation or violation of other governmental regulations concerning the Property that has not previously been corrected, and (ii) all information that Borrower has delivered to City, either directly or through Borrower's agents, is accurate and complete.

7.3 Authority. Borrower represents and warrants that this Deed of Trust and all other documents delivered or to be delivered by Borrower in connection herewith: (a) have been duly authorized, executed, and delivered by Borrower; (b) are binding

obligations of Borrower; and (c) do not violate the provisions of any agreement to which Borrower is a party or which affects the Property. Borrower further represents and warrants that there are no pending, or to Borrower's knowledge, threatened actions or proceedings before any court or administrative agency which may adversely affect Borrower's ownership of, or interest in, the Property or part thereof.

7.4 Payment and Performance of Secured Obligations. Borrower shall promptly pay when due the principal and all interest due on the indebtedness evidenced by the Note, and shall promptly pay and perform all other obligations of Borrower arising in connection with the Secured Obligations, the Ground Lease, or the City Documents in accordance with the respective terms thereof.

7.5 Use of Loan Proceeds; Preservation and Maintenance of Property; Compliance with Laws. Borrower covenants that it shall use the proceeds of the City Development Loan (the "**Loan Proceeds**") solely for purposes authorized by the City Documents. Borrower covenants that it shall keep the Land and Improvements in good repair and condition, and from time to time shall make necessary repairs, renewals and replacements thereto so that the Property shall be preserved and maintained. Borrower covenants that it shall comply with all federal, state and local laws, regulations, ordinances and rules applicable to the Property and the Pacific Avenue Project, including without limitation all applicable requirements of state and local building codes and regulations, all applicable Prevailing Wage Laws, and all applicable statutes and regulations relating to accessibility for the disabled. Borrower shall not remove, demolish or materially alter any Improvement without City's consent, shall complete or restore promptly and in good and workmanlike manner any building, fixture or other improvement which may be constructed, damaged, or destroyed thereon, and shall pay when due all claims for labor performed and materials furnished therefor. Borrower shall use the Land and the Improvements solely for purposes authorized by the City Documents and the Ground Lease, shall not commit or allow waste of the Property, and shall not commit or allow any act upon or use of the Property which would violate any applicable law or order of any governmental authority, nor shall Borrower bring on or keep any article on the Property or cause or allow any condition to exist thereon which could invalidate or which would be prohibited by any insurance coverage required to be maintained on the Property pursuant to the City Documents or the Ground Lease.

7.6 Restrictions on Conveyance and Encumbrance; Acceleration. It shall be an Event of Default hereunder if the Property or the Improvements, or any part thereof or interest therein is sold, assigned, conveyed, transferred, hypothecated, leased, licensed, or encumbered in violation of the City Documents or the Ground Lease or if any other Transfer (as defined in the City Development Loan Agreement) occurs in violation of the City Documents or the Ground Lease. If any such Transfer shall occur in violation of such requirements, without limiting the provisions of Section 8 hereof, all obligations secured by this Deed of Trust, irrespective of the maturity dates of such obligations, shall at the option of City, and without demand, immediately become due and payable, subject to any applicable cure period.

7.7 Inspections; Books and Records. City and its agents and representatives shall have the right at any reasonable time upon at least two business days prior written notice to enter upon the Land and inspect the Property to ensure compliance with the City Documents. Borrower shall maintain complete and accurate books of account and other records (including copies of supporting bills and invoices) adequate to document the use of the City Development Loan Proceeds and the operation of the Property, together with copies of all written contracts, Leases and other instruments which affect the Property. The books, records, contracts, Leases and other instruments shall be subject to examination and inspection by City at any reasonable time following at least two business days prior written notice.

7.8 Charges, Liens, Taxes and Assessments. Borrower shall pay before delinquency all taxes, levies, assessments and other charges affecting the Property that are (or if not paid may become) a lien on all or part of the Property. Borrower may, at Borrower's expense, contest the validity or application of any tax, levy, assessment or charge affecting the Property by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that (i) City is reasonably satisfied that neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest, and (ii) Borrower shall have posted a bond, insured over, or furnished other security as may reasonably be required from time to time by City; and provided further that Borrower shall timely make any payment necessary to prevent a lien foreclosure, sale, forfeiture or loss of the Property.

7.9 Subrogation. City shall be subrogated to the liens of all encumbrances, whether released of record or not, which are discharged in whole or in part by City in accordance with this Deed of Trust.

7.10 Hazard, Liability and Workers' Compensation Insurance. At all times during the term hereof, at Borrower's expense, Borrower shall keep the Improvements and personal property now existing or hereafter located on the Property insured against loss by fire, vandalism and malicious mischief by a policy of standard fire and extended all-risk insurance. The policy shall be written on a full replacement value basis and shall name City as loss payee as its interest may appear. The full replacement value of the improvements to be insured shall be determined by the company issuing the policy at the time the policy is initially obtained. Not more frequently than once every two (2) years, either the Borrower or the City shall have the right to notify the other party that it elects to have the replacement value redetermined by the insurance company. Subject to the rights of any senior lienholder, the proceeds collected under any insurance policy may be applied by City to any indebtedness secured hereby and in such order as City may determine, or at the option of City, the entire amount so collected or any part thereof may be released to Borrower. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Notwithstanding the foregoing, if any senior lienholder permits such proceeds to be utilized for rebuilding or restoration of the Improvements, City shall approve the use of the proceeds for such purpose.

7.10.1 Borrower shall at all times during the term hereof, maintain a comprehensive general liability insurance policy in an amount not less than Two Million Dollars ($2,000,000) each occurrence, Two Million Dollars ($2,000,000) annual aggregate, together with Three Million Dollars ($3,000,000) excess liability coverage or such other policy limits as City may require in its reasonable discretion, including coverage for bodily injury, property damage, products, completed operations and contractual liability coverage. Such policy or policies shall be written on an occurrence basis and shall name the City as an additional insured. Borrower shall maintain workers' compensation insurance as required by law.

7.10.2 Borrower shall file with City prior to the commencement of the term hereof, certificates (or such other proof as City may require, including without limitation, copies of the required insurance policies) evidencing each of the insurance policies and endorsements thereto as required by this Section, and such certificates (or policies) shall provide that at least thirty (30) days' prior written notice shall be provided to City prior to the expiration, cancellation or change in coverage under each such policy.

7.10.3 If any insurance policy required hereunder is canceled or the coverage provided thereunder is reduced, Borrower shall, within five (5) days after receipt of written notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, with notice and at its option, procure such insurance coverage at Borrower's expense, and Borrower shall promptly reimburse City for such expense upon receipt of billing from City.

7.10.4 The insurance policies required hereunder shall be issued by insurance companies authorized to do business in the State of California with a financial rating of at least A VII status as rated in the most recent edition of Best's Key Rating Guide. Each policy of insurance shall contain an endorsement requiring the insurer to provide at least thirty (30) days written notice to City prior to change in coverage, cancellation or expiration thereof.

7.11 Hazardous Materials. Borrower represents and warrants that except as disclosed to City in writing or as disclosed in any phase I or other environmental report provided to the City, as of the date hereof to the current actual knowledge of Borrower's principals: (i) Borrower has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Land are or have ever been in violation of any Environmental Law or informing Borrower that the Land is subject to investigation or inquiry regarding Hazardous Materials on the Land or the potential violation of any Environmental Law; and (ii) Borrower has disclosed to City all information, records, and studies in Borrower's possession or reasonably available to Borrower relating to the Land concerning Hazardous Materials.

Borrower shall not cause or permit any Hazardous Material (as defined below) to be brought upon, kept, stored or used in, on, under, or about the Land by Borrower, its agents, employees, contractors or invitees except for incidental supplies ordinarily used in connection with the construction, rehabilitation, repair, and operation of multi-family residential developments and in compliance with all applicable laws, and shall not cause any release of Hazardous Materials into, onto, under or through the Land. If any Hazardous Material is discharged, released, dumped, or spilled in, on, under, or about the Land and results in any contamination of the Land or adjacent property, or otherwise results in the release or discharge of Hazardous Materials in, on, under or from the Land, Borrower shall promptly take all actions at its sole expense as are necessary to comply with all Environmental Laws (as defined below).

To the greatest extent permitted by law, Borrower shall indemnify, defend, and hold City and its elected and appointed officials, officers, agents and employees (collectively, "**Indemnitees**") harmless from and against any and all loss, claim, liability, damage, demand, judgment, order, penalty, fine, injunctive or other relief, cost, expense (including reasonable fees and expenses of attorneys, expert witnesses, and other professionals advising or assisting City), action, or cause of action (all of the foregoing, hereafter individually "**Claim**" and collectively "**Claims**") arising in connection with the breach of Borrower's covenants and obligations set forth in this Section 7.11 or otherwise arising in connection with the presence or release of Hazardous Materials in, on, under, or from the Property, provided that no Indemnitee shall be entitled to indemnification under this Section for matters caused by such Indemnitee's gross negligence or willful misconduct. The foregoing indemnity includes, without limitation, all costs of investigation, assessment, containment, removal, remediation of any kind, and disposal of Hazardous Materials, all costs of determining whether the Land is in compliance with Environmental Laws, all costs associated with bringing the Land into compliance with all applicable Environmental Laws, and all costs associated with claims for damages or injury to persons, property, or natural resources.

Without limiting the generality of the foregoing, Borrower shall, at Borrower's own cost and expense, do all of the following:

a. pay or satisfy any judgment or decree that may be entered against any Indemnitee or Indemnitees in any legal or administrative proceeding incident to any matters against which Indemnitees are entitled to be indemnified under this Deed of Trust;

b. reimburse Indemnitees for any expenses paid or incurred in connection with any matters against which Indemnitees are entitled to be indemnified under this Deed of Trust; and

c. reimburse Indemnitees for any and all expenses, including without limitation out-of-pocket expenses and reasonable fees of attorneys and expert witnesses, paid or incurred in connection with the enforcement by Indemnitees of their rights under this Deed of Trust, or in monitoring and participating in any legal or administrative proceeding.

Borrower's obligation to indemnify the Indemnitees shall not be limited or impaired by any of the following or by any failure of Borrower to receive notice of or consideration for any of the following: (i) any amendment or modification of any City Document; (ii) any extensions of time for performance required by any City Document; (iii) any provision in any of the City Documents limiting City's recourse to property securing the Secured Obligations, or limiting the personal liability of Borrower, or any other party for payment of all or any part of the Secured Obligations; (iv) the accuracy or inaccuracy of any representation and warranty made by Borrower under this Deed of Trust or by Borrower or any other party under any City Document, (v) the release of Borrower or any other person, by City or by operation of law, from performance of any obligation under any City Document; (vi) the release or substitution in whole or in part of any security for the Secured Obligations; and (vii) City's failure to properly perfect any lien or security interest given as security for the Secured Obligations.

The provisions of this Section 7.11 shall be in addition to any and all other obligations and liabilities that Borrower may have under applicable law, and each Indemnitee shall be entitled to indemnification under this Section without regard to whether City or that Indemnitee has exercised any rights against the Property or any other security, pursued any rights against any guarantor or other party, or pursued any other rights available under any City Document or applicable law. The obligations of Borrower to indemnify the Indemnitees under this Section shall survive any repayment or discharge of the Secured Obligations, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of this Deed of Trust.

Without limiting any of the remedies provided in this Deed of Trust, Borrower acknowledges and agrees that each of the provisions in this Section 7.11 is an environmental provision (as defined in Section 736(f)(2) of the California Code of Civil Procedure) made by Borrower relating to real property security (the "**Environmental Provisions**"), and that Borrower's failure to comply with any of the Environmental Provisions will be a breach of contract that will entitle City to pursue the remedies provided by Section 736 of the California Code of Civil Procedure ("**Section 736**") for the recovery of damages and for the enforcement of the Environmental Provisions. Pursuant to Section 736, City's action for recovery of damages or enforcement of the Environmental Provisions shall not constitute an action within the meaning of Section 726(a) of the California Code of Civil Procedure or constitute a money judgment for a deficiency or a deficiency judgment within the meaning of Sections 580a, 580b, 580d, or 726(b) of the California Code of Civil Procedure.

"**Hazardous Materials**" means any substance, material or waste which is or becomes regulated by any federal, state or local governmental authority, and includes without limitation (i) petroleum or oil or gas or any direct or indirect product or by-product thereof; (ii) asbestos and any material containing asbestos; (iii) any substance, material or waste regulated by or listed (directly or by reference) as a "hazardous substance", "hazardous material", "hazardous waste", "toxic waste", "toxic pollutant", "toxic substance", "solid waste" or "pollutant or contaminant" in or pursuant to, or similarly identified as hazardous to human health or the environment in or pursuant to, the Toxic

Substances Control Act [15 U.S.C. Section 2601, *et seq*.]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, *et seq*.], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, *et seq*.], the Resource Conservation and Recovery Act [42 U.S.C. Section 6901, *et seq*.], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, *et seq*.], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, *et seq*.], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, *et seq*.], the California Hazardous Waste Act [California Health and Safety Code Section 25100, *et seq*.], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, *et seq*.], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, *et seq*.], as they now exist or are hereafter amended, together with any regulations promulgated thereunder; (iv) any substance, material or waste which is defined as such or regulated by any "Superfund" or "Superlien" law, or any Environmental Law; or (v) any other substance, material, chemical, waste or pollutant identified as hazardous or toxic and regulated under any other federal, state or local environmental law, including without limitation, asbestos, polychlorinated biphenyls, petroleum, natural gas and synthetic fuel products and by-products.

"**Environmental Law**" means all federal, state or local statutes, ordinances, rules, regulations, orders, decrees, judgments or common law doctrines, and provisions and conditions of permits, licenses and other operating authorizations regulating, or relating to, or imposing liability or standards of conduct concerning (i) pollution or protection of the environment, including natural resources; (ii) exposure of persons, including employees and agents, to any Hazardous Material (as defined above) or other products, raw materials, chemicals or other substances; (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities; (iv) the manufacture, use or introduction into commerce of chemical substances, including without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal; or (iv) the use, release or disposal of toxic or hazardous substances or Hazardous Materials or the remediation of air, surface waters, groundwaters or soil, as now or may at any later time be in effect, including but not limited to the Toxic Substances Control Act [15 U.S.C. 2601, et seq.]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, et seq.], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, et seq.], the Resource Conservation and Recovery Act [42 U.S.C. 6901, et seq.], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, et seq.], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, et seq.], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, et seq.], the California Hazardous Waste Act [California Health and Safety Code Section 25100, et seq.], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, et seq.], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, et seq.], as they now exist or are hereafter amended, together with any regulations promulgated thereunder.

7.12 Notice of Claims; Defense of Security; Reimbursement of Costs.

a. Notice of Claims. Borrower shall provide written notice to City of any uninsured or partially uninsured loss affecting the Property through fire, theft, liability, or property damage in excess of an aggregate of Fifty Thousand Dollars ($50,000) within five business days of the occurrence of such loss. Borrower shall ensure that City shall receive timely notice of, and shall have a right to cure, any default under any other financing document or other lien affecting the Property and shall use best efforts to ensure that provisions mandating such notice and allowing such right to cure shall be included in all such documents. Within three business days of Borrower's receipt thereof, Borrower shall provide City with a copy of any notice of default Borrower receives in connection with any financing document secured by the Property or any part thereof.

b. Defense of Security. At Borrower's sole expense, Borrower shall protect, preserve and defend the Property and Borrower's interest in and right of possession of the Property, the security of this Deed of Trust and the rights and powers of City and Trustee created under it, against all adverse claims.

c. Compensation; Reimbursement of Costs. Borrower agrees to pay all reasonable fees, costs and expenses charged by City or Trustee for any service that City or Trustee may render in connection with this Deed of Trust, including without limitation, fees and expenses related to provision of a statement of obligations or related to a reconveyance. Borrower further agrees to pay or reimburse City for all costs, expenses and other advances which may be incurred or made by City or Trustee in any efforts to enforce any terms of this Deed of Trust, including without limitation any rights or remedies afforded to City or Trustee or both of them under Sections 7.18 and 8.2, whether or not any lawsuit is filed, or in defending any action or proceeding arising under or relating to this Deed of Trust, including reasonable attorneys' fees and other legal costs, costs of any disposition of the Property under the power of sale granted hereunder or any judicial foreclosure, and any cost of evidence of title.

d. Notice of Changes. Borrower shall give City prior written notice of any change in the address of Borrower and the location of any property, including books and records pertaining to the Property.

7.13 Indemnification. To the greatest extent permitted by law, Borrower shall indemnify, defend (with counsel reasonably acceptable to City), and hold harmless the Trustee and the Indemnitees (as defined in Section 7.11) from and against all Claims arising directly or indirectly in any manner in connection with or as a result of (a) any breach of Borrower's covenants under any City Document, (b) any representation by Borrower in any City Document which proves to be false or misleading in any material respect when made, (c) injury or death to persons or damage to property or other loss occurring on the Land or in any improvement located thereon, whether caused by the negligence or any other act or omission of Borrower or any other person or by negligent, faulty, inadequate or defective design, building, construction or maintenance or any

other condition or otherwise, (d) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee which relates to or arises out of the Property, or any City Document or any transaction contemplated thereby, or any failure of Borrower to comply with all applicable state, federal and local laws and regulations applicable to the Property, provided that no Indemnitee shall be entitled to indemnification under this Section for matters caused by such Indemnitee's gross negligence or willful misconduct. The obligations of Borrower under this Section shall survive the repayment of the City Development Loan and shall be secured by this Deed of Trust. Notwithstanding any contrary provision contained herein, the obligations of Borrower under this Section shall survive any foreclosure proceeding, any foreclosure sale, any delivery of a deed in lieu of foreclosure, and any release or reconveyance of this Deed of Trust.

7.14. Limitation of Liability. City shall not be directly or indirectly liable to Borrower or any other person as a consequence of any of the following: (i) City's exercise of or failure to exercise any rights, remedies or powers granted to City in this Deed of Trust; (ii) City's failure or refusal to perform or discharge any obligation or liability of Borrower under any agreement related to the Property or under this Deed of Trust; (iii) any waste committed by Borrower, the lessees of the Property or any third parties, or any dangerous or defective condition of the Property (excepting conditions caused by one or more Indemnitees); or (iv) any loss sustained by Borrower or any third party resulting from any act or omission of City in managing the Property after an Event of Default, unless the loss is caused by the willful misconduct, gross negligence, or bad faith of City. Borrower hereby expressly waives and releases all liability of the types described in this Section 7.14 and agrees that Borrower shall assert no claim related to any of the foregoing against City.

7.15 Condemnation Proceeds. Subject to the rights of any senior lienholders, and the provisions of the Ground Lease, any award of damages in connection with any condemnation for public use of, or injury to the Property or any part thereof is hereby assigned and shall be paid to City who may apply such moneys to any indebtedness secured hereby in such order as City may determine, or at the option of City the entire amount so collected or any part thereof may be released to Borrower. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7.16 Release, Extension, Modification. At any time and from time to time, without liability therefor and without notice, upon written request of City and presentation of this Deed of Trust and the Note for endorsement, Trustee may release or reconvey all or any part of the Property, consent to the making of any map or plat of the Land or part thereof, join in granting any easement or creating any restriction affecting the Property, or join in any extension agreement or other agreement affecting the lien or charge hereof. At any time and from time to time, without liability therefor and without notice, City may (i) release any person liable for payment of any Secured Obligation, (ii) extend the time for payment or otherwise alter the terms of payment of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any

Secured Obligation, or (iv) substitute or release any property securing the Secured Obligations.

7.17 Reconveyance. Upon written request of City stating that all of the Secured Obligations have been paid in full, and upon surrender of this Deed of Trust, and the Note, Trustee shall reconvey, without warranty, the Property or so much of it as is then held under this Deed of Trust. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. Borrower shall pay all fees of Trustee and all recordation fees related to such reconveyance.

7.18 Cure; Protection of Security. Upon the occurrence of an Event of Default, either City or Trustee may cure any breach or default of Borrower if Borrower fails to do so within the applicable cure period, and if it chooses to do so in connection with any such cure, City or Trustee may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of City or Trustee under, this Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in City's or Trustee's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of City or Trustee to be conclusive as among City, Trustee and Borrower; obtaining insurance and/or paying any premiums or charges for insurance required to be carried hereunder; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist City or Trustee. City and Trustee may take any of the actions permitted under this Section 7.18 either with or without giving notice, except for notices required under applicable law. Any amounts disbursed by City pursuant to this paragraph shall become additional indebtedness secured by this Deed of Trust.

7.19 Limited Partners Right to Cure. Borrower's limited partners and the Pacific Avenue Project lenders shall have the right to cure any default of Borrower hereunder pursuant to the terms set forth in the City Development Loan Agreement. City shall provide any notice of default hereunder to such parties concurrently with the provision of such notice to Borrower, and as to the limited partners, and Pacific Avenue Project lenders, the cure periods specified herein and in the City Development Loan Agreement shall commence upon the date of delivery of such notice in accordance with Section 10.2.

8. Default and Remedies.

8.1 Events of Default. Borrower acknowledges and agrees that an Event of Default shall occur under this Deed of Trust upon the occurrence of any one or more of the following events:

a. City's declaration of an Event of Default under any City Document, subject to the expiration of any applicable cure period set forth in such document;

b. Borrower fails to perform any monetary obligation which arises under this Deed of Trust, and does not cure that failure within ten (10) days following written notice from City or Trustee;

c. If Borrower's interest in the Property or any part thereof is voluntarily or involuntarily sold, transferred, leased, encumbered, or otherwise conveyed in violation of Section 7.6 hereof or if any other Transfer occurs in violation of the City Documents or the Ground Lease;

d. Borrower fails to maintain the insurance coverage required hereunder and fails to cure such default within five (5) days, or Developer otherwise fails to comply with the requirements of Section 7.10 hereof and Borrower fails to cure such default within the applicable time specified in Section 7.10;

e. Subject to Borrower's right to contest such charges as provided herein, Borrower fails to pay taxes or assessments due on the Land or the Improvements or fails to pay any other charge that may result in a lien on the Land or the Improvements, and Borrower fails to cure such default within and Tenant fails to cure such default within twenty (20) days of the date of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to pursue foreclosure thereof;

f. Any representation or warranty of Borrower contained in or made in connection with this Deed of Trust or in any other City Document, or made in connection with the execution and delivery of any certificate or statement furnished by or on behalf of Borrower in connection with the City Development Loan proves to have been false or misleading in any material adverse respect when made;

g. If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Borrower or any general partner thereof (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Borrower or any general partner thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Borrower or any general partner thereof; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

h. If a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Borrower or any general partner thereof in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Borrower or any general partner thereof or substantially all of such entity's assets, (iii) orders the liquidation of Borrower or any general partner thereof, or (iv) issues or levies a judgment, writ, warrant of attachment or similar process against the Property or the Pacific Avenue Project

or any part thereof, and in each case the order or decree is not released, vacated, dismissed or fully bonded within ninety (90) days after its issuance;

i. The holder of any other debt instrument secured by a mortgage or deed of trust on the Property or part thereof declares an event of default thereunder and exercises a right to declare all amounts due under that debt instrument immediately due and payable, subject to the expiration of any applicable cure period set forth in such holder's documents;

j. Borrower fails to perform any obligation arising under this Deed of Trust other than one enumerated in this Section 8.1, and does not cure that failure either within ten (10) days after written notice from City or Trustee in the event of a monetary default, or within thirty (30) days after such written notice in the event of a nonmonetary default, provided that in the case of a nonmonetary default that in City's reasonable judgment cannot reasonably be cured within thirty (30) days, an Event of Default shall not arise hereunder if Borrower commences to cure such default within thirty (30) days and thereafter prosecutes such cure to completion with due diligence and in good faith.

8.2 Remedies. Subject to the applicable notice and cure provisions set forth herein, at any time after an Event of Default and during the continuation thereof, City and Trustee shall be entitled to invoke any and all of the rights and remedies described below, and may exercise any one or more or all, of the remedies set forth in any City Document, and any other remedy existing at law or in equity or by statute. All of City's rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies. City shall be entitled to collect all expenses incurred in pursuing the remedies provided hereunder, including without limitation reasonable attorneys' fees and costs.

a. Acceleration. City may declare any or all of the Secured Obligations, including without limitation all sums payable under the Note and this Deed of Trust, to be due and payable immediately.

b. Receiver. City may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for the Property.

c. Entry. City, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other things in connection with those actions that City may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: taking and possessing copies of all of Borrower's or the then owner's books and records concerning the Property; entering into, enforcing, modifying, or canceling Leases on such terms and conditions as City may consider proper; obtaining and evicting tenants; fixing or modifying Rents; collecting and receiving any payment of money owing to Borrower; completing any unfinished construction; and/or contracting for and making repairs and alterations. If City so requests, Borrower

shall assemble all of the Property that has been removed from the Land and make all of it available to City at the site of the Land. Borrower hereby irrevocably constitutes and appoints City as Borrower's attorney-in-fact to perform such acts and execute such documents as City in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Borrower's name on any instruments.

d. UCC Remedies. City may exercise any or all of the remedies granted to a secured party under the UCC.

e. Judicial Action. City may bring an action in any court of competent jurisdiction to foreclose this Deed of Trust in the manner provided by law for foreclosure of mortgages on real property and/or to obtain specific enforcement of any of the covenants or agreements of this Deed of Trust.

f. Power of Sale. Under the power of sale hereby granted, City shall have the discretionary right to cause some or all of the Property, including any Property which constitutes personal property, to be sold or otherwise disposed of in any combination and in any manner permitted by applicable law.

8.3 Power of Sale. If City elects to invoke the power of sale hereby granted, City shall execute or cause the Trustee to execute a written notice of such default and of its election to cause the Property to be sold to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the Recorder of each County wherein the Property or some part thereof is situated as required by law and this Deed of Trust.

Prior to publication of the notice of sale, City shall deliver to Trustee this Deed of Trust and the Note or other evidence of indebtedness which is secured hereby, together with a written request for the Trustee to proceed with a sale of the Property, pursuant to the provisions of law and this Deed of Trust.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Borrower, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may, and at City's request shall, 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. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Borrower, Trustee, or City, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of the trust hereby created, including reasonable attorneys' fees in connection with sale, Trustee shall apply the

proceeds of sale to payment of all sums advanced or expended by City or Trustee under the terms hereof and all outstanding sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

Without limiting the generality of the foregoing, Borrower acknowledges and agrees that regardless of whether or not a default has occurred hereunder, if an Event of Default has occurred under the City Documents, and if in connection with such Event of Default City exercises its right to foreclose on the Property, then: (i) City shall be entitled to declare all amounts due under the Note immediately due and payable, and (ii) the proceeds of any sale of the Property in connection with such foreclosure shall be used to pay all Secured Obligations, including without limitation, the outstanding principal balance and all other amounts due under the Note.

At any foreclosure sale, any person, including Borrower, Trustee or City, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for such property, City may settle for the purchase price by crediting the sales price of the property against the following obligations:

a. First, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Borrower is obligated to pay or reimburse City or Trustee under Section 7.12(c); and

b. Second, the remaining balance of all other Secured Obligations in any order and proportions as City in its sole discretion may choose.

8.4 Borrower's Right to Reinstate. Notwithstanding City's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by City to enforce this Deed of Trust discontinued at any time prior to five 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 a judgment enforcing this Deed of Trust if: (a) Borrower pays City all sums which would be then due under the City Documents if the Secured Obligations had no acceleration provision; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by City and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing City's and Trustee's remedies as provided herein, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as City may reasonably require to assure that the lien of this Deed of Trust, City's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

9. Borrower's Waivers. To the fullest extent permitted by law, Borrower waives: (a) all statutes of limitations as a defense to any action or proceeding brought against Borrower by City; (b) the benefit of all laws now existing or which may hereafter be enacted providing for any appraisement, valuation, stay, extension, redemption or

moratorium; (c) all rights of marshalling in the event of foreclosure; and (d) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Deed of Trust and of the existence, creation, or incurring of new or additional indebtedness, and demands and notices of every kind.

10. Miscellaneous Provisions.

10.1 Additional Provisions. The City Documents grant further rights to City and contain further agreements and affirmative and negative covenants by Borrower which apply to this Deed of Trust and the Property.

10.2 Notices. Borrower requests that a copy of notice of default and notice of sale be mailed to Borrower at the address set forth below. That address is also the mailing address of Borrower as debtor under the UCC. City's address set forth below is the address for City as secured party under the UCC. Except for any notice required under applicable law to be given in another manner, all notices to be sent pursuant to this Deed of Trust 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 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; or (c) nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) day after deposit with such courier.

City:
City of Livermore
123 Main Street
Livermore, CA 94566
Attention: City Manager

Borrower:
Pac Avenue, L.P.1835 Alcatraz Avenue
Berkeley, CA, 94703
Attn: Eve Stewart, Senior Vice President of Real Estate Development

and

Interfaith Housing, Inc.
550 Hillcrest Avenue
Livermore, CA 94550
Attn: President

With a copy to:

Gubb & Barshay LLP
505 14th Street, Suite 450
Oakland, CA 94612
Attention: Erica Williams Orcharton

And a copy to Borrower's limited partner:

NEF Assignment Corporation
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606
Attention: General Counsel
Email: projectnotices@nefinc.org with subject line of SMT #83146; 83452

With a copy to:

NEF Assignment Corporation
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606
Attention: SVP Asset Management

And:

Bocarsly Emden Cowan Esmail & Arndt LLP
633 W. Fifth Street, Suite 5880
Los Angeles, California 90017
Attention: Rachel Rosner, Esq

10.3 Binding on Successors. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of the Borrower, City and Trustee; provided however this Section 10.3 does not waive the provisions of Section 7.6.

10.4 Substitution of Trustee. City may from time to time or at any time substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of Alameda County, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the Trustee named herein.

10.5 Attorneys' Fees and Costs. In any action or proceeding to foreclose this Deed of Trust or to enforce any right of City or of Trustee, Borrower shall pay to City and Trustee all costs of such action or proceeding, including reasonable attorneys' fees.

10.6 Governing Law; Severability; Interpretation. This Deed of Trust shall be governed by the laws of the State of California without regard to principles of conflicts of laws. Borrower agrees that any controversy arising under or in relation to this Deed of Trust shall be litigated exclusively in the jurisdiction where the Land is located (the "**Property Jurisdiction**"). The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies which shall arise under or in relation to the City Documents. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation, and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. If any provision of this Deed of Trust is held unenforceable or void, that provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of this Deed of Trust. The captions used in this Deed of Trust are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. In this Deed of Trust, whenever the context so requires, the singular number includes the plural.

10.7 Waiver, Modification and Amendment. Any waiver by City of any obligation of Borrower hereunder must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by City or Trustee to take action on account of any default of Borrower. Consent by City or Trustee to any act or omission by Borrower shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for City's or Trustee's consent to be obtained in any future or other instance. No amendment to or modification of this Deed of Trust shall be effective unless and until such amendment or modification is in writing, executed by Borrower and City. Without limiting the generality of the foregoing, City's acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver by City of its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

10.8 Action by City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, or consent 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 City's City Manager or by any person who shall have been designated by City's City Manager, without further approval by the governing board of City.

10.9 Joint and Several Liability. If Borrower consists of more than one person or entity, each shall be jointly and severally liable for the faithful performance of all of Borrower's obligations under this Deed of Trust.

10.10 Time is of the Essence. Time is of the essence for each provision of this Deed of Trust.

10.11 Partial Subordination to Extended Use Agreement. Borrower and the California Tax Credit Allocation Committee may enter into a Regulatory Agreement (the "**TCAC Regulatory Agreement**"), which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended (the "**Code**"). In the event of a foreclosure of City's interest under this Deed of Trust or delivery by the Borrower of a deed in lieu thereof (collectively, a "**Foreclosure**"), the following rule shall apply:

In the event of a Foreclosure, throughout the extended use period specified in the TCAC Regulatory Agreement, with respect to any unit that had been regulated by the TCAC Regulatory Agreement, (i) none of the eligible tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

11. Leasehold Mortgagee Provisions. The provisions of this Section 11 shall apply for so long any portion of the Property consists of Borrower's interest as tenant under the Ground Lease defined and described in Recital A. As used in this Section 11, the term "**Ground Lease**" means the Ground Lease and any extension, renewal or replacement thereof. The lien of this Deed of Trust shall encumber all of Borrower's rights and interests under and in connection with the Ground Lease, including without limitation renewal and extension rights and purchase options (if any), all of which rights shall be collectively referred to herein as the "**Leasehold**".

11.1 Intentionally omitted.

11.2 Intentionally omitted.

11.3 Intentionally omitted.

11.4 Unless City otherwise consents in writing, so long as any Secured Obligation remains outstanding, neither the fee title to, nor any other estate or interest in, the Property subject to the Ground Lease shall merge with any Leasehold, notwithstanding the union of such estates in the landlord or the tenant or in a third party. Any acquisition of the landlord's interest in the Ground Lease by Borrower or any affiliate of Borrower shall be accomplished in such a manner as to avoid a merger of the interests of landlord and tenant unless City consents to such merger in writing.

11.5 If Borrower acquires fee title to any portion of the real property subject to the Ground Lease, this Deed of Trust shall automatically be a lien on such fee title.

11.6 Except as permitted by the City Documents, Borrower shall not subordinate the Ground Lease or Leasehold to any deed of trust or other encumbrance of, or lien on, any interest in the real property subject to such Leasehold without the prior written consent of City. Any such subordination without such consent shall, at City's option, be void.

11.7 Intentionally omitted.

11.8 Borrower shall notify City promptly in writing of the institution of any legal proceeding involving obligations under the Ground Lease, and City may intervene in any such legal proceeding and be made a party. Borrower shall promptly provide City with a copy of any decision rendered in connection with any such proceeding.

11.9 To the extent permitted by law, the price payable by Borrower or any other party in the exercise of the right of redemption, if any, from any sale under, or decree of foreclosure of, this Deed of Trust shall include all rents and other amounts paid and other sums advanced by City on behalf of Borrower as the tenant under the Ground Lease.

11.10 Borrower shall promptly notify the landlord in writing, in accordance with Section 25359.7 of the California Health and Safety Code and any successor and/or similar statutes (and shall simultaneously notify City in writing), in the event that Borrower knows or has cause to believe that any Hazardous Materials have come to be located on or beneath the property leased under the Ground Lease (other than as disclosed pursuant to the assessment described in Section 7.11 above.

11.11 The generality of the provisions of this Deed of Trust shall not be limited by any provision of this Section 11 that sets forth particular obligations of Borrower as the tenant under the Ground Lease.

12. Underwriting Standards. The City attests that the underwriting standards being utilized for this transaction are those that have been submitted and approved by the California Department of Housing and Community Development.

13. Published Affordability Restrictions. Affordability restrictions as published annually by the California Department of Housing and Community Development and not just the Federal Department of Housing and Urban Development exclusively.

14. Nondiscrimination. Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee 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 herein conveyed. The foregoing covenant shall run with the land.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust as of the date first written above.

BORROWER:

Pac Avenue, L.P., a California limited partnership

By: Pac Avenue, LLC, a California limited liability company

Its: General Partner

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

By: _____

Eve Stewart, Senior Vice President of Real Estate Development

SIGNATURES MUST BE NOTARIZED.

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)
) ss
County of _____)

On _____, before me, _____,
(Name of Notary)

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.

_____
(Notary Signature)

SIGNATURES MUST BE NOTARIZED.

Exhibit A

LAND
(To Be Inserted By Title)

Exhibit E

FORM OF AFFORDABLE HOUSING REGULATORY AGREEMENT AND DECLARATION OF COVENANTS

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Livermore
1052 S Livermore Avenue
Livermore, CA 94550
Attention: City Clerk

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

Space above this line for Recorder's use.

AFFORDABLE HOUSING REGULATORY AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

by and between

THE CITY OF LIVERMORE

and

Pac Avenue, L.P.

Pacific Senior Apartments Phase 1

_____, 2025

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (this "**Agreement**") is entered into effective as of _____, 2025 ("**Effective Date**") by and between the City of Livermore, a municipal corporation ("**City**") and Pac Avenue, L.P., a California limited partnership ("**Borrower**"). The City and the Borrower are collectively referred to herein as the "**Parties**."

RECITALS

A. Borrower owns a leasehold interest in that certain real property located adjacent to Sunken Gardens Park (3800 Pacific Avenue) at the eastern terminus of Pacific Avenue in Livermore, California, Alameda County Assessor Parcel No. 10858, in the Official Records of Alameda County, Book 360, Pages 87-89 of Map, subdividing the real property two parcels, Parcels 2 & 4. The Borrower intends to lease Parcel 2 for Phase 1 of Project, and more particularly described in Exhibit A attached hereto (the "**Property**"). For purposes of clarity this Agreement shall only encumber Borrower's leasehold interest in the Property and not the City's fee interest in the land underlying the Property.

B. City and Borrower have entered into an Affordable Housing Loan Agreement (the "**Loan Agreement**") dated _____ and a Ground Lease dated _____ concurrently herewith. Borrower will develop, own, and operate a 79-unit affordable housing development for seniors on the Property ("**Phase 1**" or the "**Project**"). Phase 1 is part of a two-phased project to be known as the "**Pacific Avenue Project**". The second phase of the Pacific Avenue Project is anticipated to be a 61-unit affordable housing development for seniors ("**Phase 2**"). This Agreement only encumbers Phase 1. Capitalized terms used without definition herein shall have the meaning ascribed to such terms in the Loan Agreement.

C. The Loan Agreement provides that the Restricted Units to be developed on the Property will be required to be available to Eligible Households at Affordable Rents in accordance with this Agreement for a period of not less than the term of fifty-five (55) years.

D. The City recognizes there is a shortage of affordable housing and, in particular, low-income Seniors face barriers that inhibit equal access to housing. Therefore, reserving affordable units for Seniors and providing services that allow them to live independently is needed to offer equal access to housing.

E. Subject to the terms and conditions set forth in the Loan Agreement, City has agreed to provide a development loan in an amount not to **exceed Seven Million One Hundred Fifty-Seven Thousand Dollars ($7,157,000.00),** (the "**Loan"** or **"City Loan",** which financing was apportioned as (i) Six Hundred Fifty-Seven Thousand Dollars ($657,000) in predevelopment financing and (ii) Six Million Five Hundred Thousand Dollars ($6,500,000) in permanent development financing. As a condition precedent to the funding of the Loan, City requires the Project to be subject to the terms, conditions, and restrictions set forth herein.

F. Pursuant to the Loan Agreement, Borrower has executed and delivered to City Secured Promissory Notes (the "**A&R Predevelopment Note**" and "**Development Note**" or "**Notes**") to evidence Borrower's obligation to repay the Loan. The Notes are secured by a Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing executed

by Borrower for the benefit of City (the "**Deed of Trust**") recorded in the Official Records of Alameda County concurrently herewith.

G. The Project received no Density Bonus in accordance with Section 6.02.030 of the Livermore Development Code.

H. The purpose of this Agreement is to satisfy the affordability requirements of the City's affordable housing program and to regulate and restrict the occupancy and rents of the Project's Restricted Units for the benefit of the Project occupants. The Parties intend the covenants set forth in this Agreement to run with the land and to be binding upon Borrower and Borrower's successors and assigns for the full term of this Agreement.

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1.1 Definitions; Exhibits. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits.

"**Actual Household Size**" means the actual number of persons in the applicable household.

"**Adjusted for Family Size Appropriate for the Unit**" shall be determined consistent with Section 50052.5(h) of the California Health and Safety Code, subject to the application of federal rules and regulations applicable to Project financing sources, including Section 42(g)(2) of the Internal Revenue Code of 1986 as amended (or successor provision).

"**Affordable Rent**" means the following amounts, less a utility allowance and other fees and charges required to be paid by tenants of the Project on a non-optional basis which have been approved by the City, : (i) for units that are restricted for rental to households with incomes of not more than twenty percent (20%) of AMI ("**20% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of twenty percent (20%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit; (ii) for units that are restricted for rental to households with incomes of not more than thirty percent (30%) of AMI ("**30% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of thirty percent (30%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit; (iii) for units that are restricted for rental to households with incomes of not more than fifty percent (50%) of AMI (**"50% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of fifty percent (50%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit; and (iv) for units that are restricted for rental to households with incomes of not more than sixty percent (60%) of AMI ("**60% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of sixty percent (60%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit. Rents shall be limited to no greater than the TCAC-published rents for the aforementioned income categories.

"**A&R Predevelopment Note**" is defined in Recital F.

"**Area Median Income**" **or** "**AMI**" means the median income for Alameda County, California, adjusted for Actual Household Size, as determined pursuant to California Tax Credit Allocation (**"TCAC"**) regulations.

"**City's Authorized Representative**" means the City Manager of the City of Livermore or his/her designee.

"**City Documents**" means that certain "Disposition, Development and Loan Agreement" by and between the City, SAHA and IFH dated September 16, 2021 (the "DDLA"), the Loan Agreement, the Notes, the Leasehold Deed of Trust, and this Agreement.

"**Claims**" is defined in Section [2.6].

"**Development Note**" is defined in Recital F.

"**Eligible Household**" means a household for which gross household income upon initial occupancy does not exceed the maximum income level for a Restricted Unit as specified in Section [2.1]. "**IFH**" means Interfaith Housing, Inc., a California non-profit corporation.

"**Indemnitees**" is defined in Section [2.6].

"**Lender**" means the financial institution providing the loan(s).

"**Leasehold Deed of Trust**" is defined in Recital F.

"LHTF" is defined as the Local Housing Trust Fund.

"**Loan**" is defined in Recital E.

"**Loan Agreement**" is defined in Recital B.

"**Marketing and Tenant Selection Plan**" is defined in Section 6.5.

"**SAHA**" means Satellite Affordable Housing Associates, a California nonprofit public benefit corporation, and Borrower's predecessor in interest.

"**Senior**" is defined as a person who is age 62 years or older.

"**Notes**" is defined in Recital F.

"**Rent Restricted"** is defined in Section [2.2.1].

"**Restricted Unit**" means a dwelling unit which is reserved for occupancy at an Affordable Rent by Eligible Households of specified household income levels as set forth in Sections 2.1 and 2.2.

"**TCAC**" means California Tax Credit Allocation Committee.

"**Tenant**" means the occupant of a Restricted Unit.

"Veteran" is defined as a member who is a Veteran of the U.S. military and meets VA health care eligibility requirements.

1.2 Exhibits. The following Exhibits are attached hereto and incorporated into this Agreement by this reference:

A Legal Description of Property

B Insurance Requirements

C Form of Annual Report

2. Use and Affordability Restrictions. Borrower hereby covenants and agrees, for itself and its successors and assigns, that the Property shall be used solely for the operation of a multifamily rental housing development for Seniors in compliance with the Loan Agreement, and the requirements set forth herein. Borrower 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 Borrower covenants that it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of City. The Borrower agrees to comply with affordability restrictions as published annually by the California Department of Housing and Community Development and not just the Federal Department of Housing and Urban Development exclusively.

2.1 Affordability and Occupancy Requirements of the City Restricted Units. Throughout the term of this Agreement (as defined in Section 4.1 below) Borrower agrees that: (i) not less than 16 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than twenty percent (20%) of AMI, (ii) not less than 9 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than thirty percent (30%) of AMI; (iii) 43 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than fifty percent (50%) of AMI, for a total of 68 of the residential units in the Project restricted to extremely low and very low income households; (iv) 10 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than sixty percent (60%) of AMI ("Restrictive Units); and (v) all other units, except for one (1) of the residential units in the Project which shall be a manager's unit for which rent will not be restricted, will be restricted by the TCAC restrictive covenant to be recorded when the units are placed-in-service by TCAC's definition ("TCAC Units"). The Restricted Units shall generally reflect the unit bedroom mix of all of the units in the Project. Maximum unit occupancy standards shall be established according to TCAC regulations or in the absence of such regulations shall be two persons per bedroom plus one additional person. A total of 78 units will be allocated to the Local Housing Trust Fund (LHTF).

Number of Targeted Low-Income Units	Percent of Area Median-Moderate Income (AMI) (20%-60%)	Percentage of Low-Income Units (before rounding down)

16	20%	20.51
9	30%	11.54
43	50%	55.13
10	60%	12.82

City has applied for and received an award of State LHTF to be used for the Development Loan for the Project and as a requirement of that program at least 30% of LHTF program funds and City's matching funds (demonstrated through the City's application to the State) must be allocated towards ELI Households (30% AMI or less); no more than 20% of program funds and matching funds may be allocated towards Moderate Income Households (Between 80% and 120% AMI), the remainder of program funds and matching funds may be allocated toward Lower Income Households (Between 30% to 80% AMI) The City's affordability restrictions described herein are intended to conform to the LHTF program requirements.

In the event that recertification of tenant incomes indicates that the number of Restricted Units actually occupied by Eligible Households falls below the number reserved for each income group as specified in this Section 2.1, Borrower shall rectify the condition by renting the next available dwelling unit(s) in the Project to Eligible Household(s) until the required income mix is achieved. A dwelling unit shall qualify as "**Rent Restricted**" if the gross rent charged for such unit does not exceed the Affordable Rent for the applicable household income category as set forth in Section [2.2].

Notwithstanding anything to the contrary contained in this Agreement, if other Project lenders, Project investors, or regulatory agencies restrict a greater number of units than restricted by this Agreement or require stricter household income eligibility or affordability requirements than those imposed hereby, the requirements of such other lenders, investors or regulatory agencies shall prevail, including without limitation, the rent and occupancy requirements imposed in connection with the use of project based vouchers or other rent subsidies.

2.1.1. Project Based Section 8 Units. To the extent allowed under the rules and regulations applicable to such program, Borrower agrees that Project Based Section 8 assistance received for the Project shall be prioritized to those Restricted Units serving the lowest income tenants in the Project. Notwithstanding any contrary provision of this Agreement, for units that are subsidized with Section 8 project-based vouchers, the rules and regulations applicable to such program shall prevail with respect to the setting of rents, implementation of occupancy requirements, and determination of gross household income.

2.1.3 Disabled Persons Occupancy.

a) Borrower shall cause the Project to be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair

Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

b) Borrower shall indemnify, protect, hold harmless and defend the City, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with the Accessibility Requirements. This obligation to indemnify survives termination of this Agreement, repayment of the City Loan and the reconveyance of the Deed of Trust.

2.1.4 Loss of Subsidy.

It is anticipated that certain Units in the Project (the "Subsidy Units") will receive Project-Based Section 8 or other rental subsidies (the "Rental Subsidy") throughout the Term, as reflected in the Financing Plan for the Project. If any change in federal law occurs, or any action (or inaction) by Congress or any federal or state agency occurs, which results in a material reduction, termination or nonrenewal of the Rental Subsidy through no fault of the Borrower, such that the Rental Subsidy shown on the Finance Plan for the Project approved by the City is no longer available, Borrower shall, in anticipation of such loss in Rental Subsidy, use good faith efforts for a period of ninety (90) days, to identify and obtain alternative sources of rental subsidies and shall provide the City progress reports on Borrower's efforts to identify and obtain alternative sources of rental subsidies. If at the end of such ninety (90) day period Borrower is unable to secure an alternate source of rental subsidy, notwithstanding Section 2.2, Borrower may increase the rent on one or more of the City Restricted Units that overlap with a Subsidy Unit, up to sixty percent (60%) of AMI ("TCAC Maximum Rent Limit"), subject to the following requirements:

a) Any such rent increase must be pursuant to a transition plan approved by the City showing how the rent increase will be implemented, and which Restricted Units will be subject to the increase, and, if applicable, be consistent with remedial measures set forth in California Code of Regulations Title 4, Division 17, Chapter 1, Section 10337(a)(3) or successor regulation applicable to California's Federal and State Low Income Housing Tax Credit Program;

b) At the time Borrower requests an increase in the Restricted Unit rent, Borrower shall provide the City with a copy of the proposed Annual Operating Budget showing the impact of the loss or reduction of the Rental Subsidy;

c) Any subsequent rent increases remain subject to Section [2.2] above; and,

d) The number of Restricted Units subject to the rent increase and the level of rent increase may not be greater than the amount required to ensure that the Project generates sufficient income to cover its operating costs and debt service as shown on the Annual Operating Budget, and as is necessary to maintain the financial stability of the Development.

e) Upon receipt of any alternative rental subsidies, Borrower shall reduce the rents on the Restricted Units back to the Affordable Rents set out in Section 2.1, to the extent that the alternative rental subsidies provide sufficient income to cover the operating costs and debt service of the Development as shown on the Annual Operating Budget.

2.1.5 Rent Increases on Foreclosure.

Notwithstanding this Section 2.1, in the event that a Senior Lender (as defined in the Loan Agreement) foreclosures on the Project (or receives a deed in lieu of foreclosure), the Rents on one or more of the Restricted Units may be increased up to the TCAC Maximum Rent Limit to maintain the financial feasibility of the Project, subject to the following requirements:

a) Any such rent increase must be pursuant to a transition plan approved by the City showing: (i) how the rent increase will be phased-in; (ii) which Restricted Units will be subject to the increase; and (iii) the operating income and expenses for the Project comparing the current rent structure to the proposed rent structure;
b) The number of Restricted Units subject to the rent increase and the level of rent increase may not be greater than the amount required to ensure that the Project generates sufficient income to cover its operating costs and debt service, and as is necessary to maintain the financial stability of the Development; and
c) The rent increase may occur only at the time of renewal of the term of the lease of an existing Tenant or the time of leasing a Restricted Unit to a new tenant. Any subsequent rent increases remain subject to Section 2.1 above.

2.2 Rents for Restricted Units; Unit Sizes. For all Restricted Units rents shall be limited to Affordable Rents for households of the applicable income limit and presumed household size in accordance with Section 2.1. In the event that TCAC no longer publishes the income and rent information that this Agreement contemplates that TCAC will publish, respectively, the City shall provide Borrower with other income and rent determinations which are reasonably similar with respect to methods of calculation to those previously published by TCAC, as applicable. Notwithstanding the foregoing, no tenant qualifying for a Restricted Unit shall be denied continued occupancy of a unit in the Project because, after admission, such tenant's household income increases to exceed the qualifying limit for such Restricted Unit. A household which at initial occupancy qualifies in a particular income category shall be treated as continuing to be of such income category so long as the household's gross income does not exceed one hundred forty percent (140%) of the applicable income limit. In the event the gross household income of a household that qualified at the applicable income limit at initial occupancy exceeds the applicable income limit for a unit, that unit will continue to be considered as satisfying the applicable income limit if the unit remains Rent-Restricted. In the event a tenant's household income exceeds the limits specified in this Section, Borrower shall apply the rules applicable to the Project pursuant to Section 42 of the Internal Revenue Code of 1986, as amended and the

federal Regulations applicable thereto. In the event of inconsistency between the provisions of this Section [2.2] and the rules applicable to the Project in connection with low-income housing tax credits, the rules applicable pursuant to such financing source shall prevail.

a) For the purpose of determining whether a household is an Eligible Household, gross household income shall be determined in accordance with TCAC regulations and federal regulations applicable to low-income housing tax credits.

b) Subject to Section 2.3(a), if, upon recertification of the income of a Tenant of a City-Assisted Unit, Borrower determines that a Tenant of a City-Assisted Unit has an Adjusted Income exceeding the maximum qualifying income for a 50% AMI Household, such Tenant shall be permitted to continue occupying the City-Assisted Unit and upon sixty (60) days written notice, the Rent may be increased to one-twelfth (1/12th) of thirty percent (30%) of the actual Adjusted Income of the Tenant, and Borrower shall rent the next available Unit of the appropriate size to a 20% AMI Household, a 30% AMI Household, a 40% AMI Household, or a 50% AMI Household, as applicable, at a Rent not exceeding the maximum Rent specified in Section 2.2, or designate another Unit in the Development with a 20% AMI Household as a 20% Unit, a 30% AMI Household as a 30% Unit, a 40% AMI Household as a 40% Unit, or a 50% AMI Household as a 50% Unit, as applicable, at a Rent not exceeding the maximum Rent specified in Section [2.2(a)].

c) Initial Rents are subject to City approval. Rents may not be increased more often than once every twelve (12) months and by no more than five percent (5%) per year. Borrower shall provide each Tenant with at least sixty (60) days written notice of any increase in Rent applicable to such Tenant.

2.3 Manager's Unit. One (1) dwelling unit in the Project may be used as resident manager's unit and shall be exempt from the occupancy and rent restrictions set forth in this Agreement.

2.4 No Condominium Conversion. Borrower shall not convert the Project to condominium or cooperative Borrowership or sell condominium or cooperative rights to the Project or any part thereof during the term of this Agreement.

2.5 Non-Discrimination; Compliance with Fair Housing Laws.

2.5.1 Selection of Tenants. In order to ensure that there is an adequate supply of affordable housing within the City of Livermore for senior residents to the extent permitted by law and consistent with the program regulations for funding sources used for development of the Project, applications will be selected pursuant to an equitable selection method, and in accordance with a City approved guideline. Notwithstanding the foregoing, in the event of a conflict between this provision and the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, the provisions of such Section 42 shall control. Lessee shall develop marketing policies or other rental policies and procedures approved by the City, as may be amended from time to time, to ensure that residents and people who qualify for the Project are provided adequate notice and opportunity to rent units in the Project.

2.5.2 Fair Housing. Borrower shall comply with state and federal fair housing laws in the marketing and rental of the units in the Project. Borrower shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

2.5.3 Non-Discrimination. Borrower shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Borrower covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Borrower or any person claiming under or through Borrower 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, of, or for the Property or part thereof. Borrower shall include such provision in all deeds, leases, contracts and other instruments executed by Borrower, and shall enforce the same diligently and in good faith.

All deeds, leases, and contracts pertaining to management of the Project, made or entered into by Borrower, its successors or assigns, as to any portion of the Property or the Improvements shall contain the following language:

(a) (1) In Deeds, the following language shall appear:

"Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee 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 herein conveyed. The foregoing covenant shall run with the land."

(b) (1) In Leases, the following language shall appear:

"The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status,

national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased."

(c) In Contracts pertaining to management of the Project, the following language, or substantially similar language prohibiting discrimination and segregation shall appear:

"There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land."

2.6 Relocation. Notwithstanding eviction, persons residing on the Property shall not be displaced before suitable replacement housing is available. Borrower shall ensure that all occupants of the Property receive all notices, benefits and assistance to which they are entitled. All costs incurred in connection with the temporary and/or permanent displacement and/or relocation of occupants of the Property, including without limitation payments to a relocation consultant, moving expenses, and payments for temporary and permanent relocation benefits pursuant to any applicable relocation laws shall be paid by Borrower, and City shall have no responsibility for payment therefor. Borrower shall be liable for any and all claims for applicable relocation benefits sought by any current, former or future tenant of the Project.

To the greatest extent permitted by law, Borrower shall indemnify, defend (with counsel approved by City) and hold the City and its elected and appointed officers, officials, employees, agents, consultants, contractors, representatives and designated volunteers (collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") arising from the breach of Borrower's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. Borrower's indemnification obligations set forth in this Section (i) shall survive the expiration or earlier termination of this Agreement, and (ii) shall not extend to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees. City does not and shall not waive any rights against Borrower that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Borrower, of any of the insurance policies described in this Agreement.

3. Tenant Income Certifications; Reporting Requirements; Access to Information; Inspections.

3.1 Tenant Income Certification. Borrower or Borrower's authorized agent shall obtain from each household prior to initial occupancy of each Restricted Unit, and on every anniversary thereafter, a written certificate containing all of the following in such format and with such supporting documentation as City may reasonably require:

(i) The identity of each household member; and

(ii) The total gross household income (as determined pursuant to Section [2.2].

Borrower shall retain such certificates for not less than five (5) years, and upon City's request, shall provide copies of such certificates to City and make the originals available for City inspection.

3.2 Annual Report; Inspections. Following completion of construction of the Project, by not later than April 1 of each year during the term of this Agreement, Borrower shall submit an annual report ("**Annual Report**") to the City in form satisfactory to City and attached at Exhibit C, together with a certification that the Project is in compliance with the requirements of this Agreement. Notwithstanding the Annual report requirements, Borrower shall submit to the City an initial lease up report containing the tenant certification and occupancy information described in this section. The Annual Report shall, at a minimum, include the following information for each dwelling unit in the Project: (i) unit number and name; (ii) number of bedrooms; (iii) current rent and other charges; (iv) move in date and dates of any vacancies during the previous year; (v) number of people residing in the unit; (vi) total gross household income of residents; (vii) documentation of source of household income; and (viii) the information required by Section 3.1.

Borrower shall include with the Annual Report, an income recertification for each household, documentation verifying tenant eligibility, and such additional information as City may reasonably request from time to time in order to demonstrate compliance with this Agreement. The Annual Report shall conform to the format requested by City; provided however, during such time that the Project is subject to a regulatory agreement restricting occupancy and/or rents pursuant to requirements imposed in connection with the use of state or federal low-income housing tax credits, Borrower may satisfy the requirements of this Section that pertain to tenant income certification and rents by providing City with a copy of compliance reports required in connection with such financing.

In addition to the information described above, the Annual Report shall include the following:

(i) A Project income and expense statement for the reporting period;

(ii) Proposed annual budget for the next fiscal year which sets forth Borrower's estimate of operating income, operating expenses and debt service for the year, amounts payable to reserves and proposed rent adjustments;

(iii) A report on management, maintenance and other issues anticipated to affect the current budget needs of the Project as well as the amount in the Project's reserve accounts and

the amount expected to be needed for major repairs or other needs during the new fiscal year;

(iv) Information on the status of the waiting list for units, including the number of households on the list and the number of persons qualifying for each of the City's selection preference categories on the list, and the number of applicants screened and denied on the waitlist;

(v) A financial audit of the books and records of the Project prepared in accordance with generally accepted auditing standards by an independent certified public accountant. City may require the audit to be accompanied by a supplemental report prepared in accordance with City's requirements; and

(vi) City may, from time to time request additional or different information, and Borrower shall promptly supply such information in the reports required hereunder.

3.3. Maintenance of Records.

3.3.1 Borrower shall maintain all records regarding the construction of the Project for five (5) years after final payment and all other pending matters are closed. Borrower shall also maintain tenant leases, income certifications and other matters related to the leasing of the affordable units for a period of five (5) years after the final date of occupancy by the tenant.

3.3.2 Records must be kept accurate and up-to-date. City shall notify Borrower of any records it deems insufficient. Borrower shall have thirty (30) calendar days from such notice to correct any specified deficiency in the records, or, if more than thirty (30) days shall be reasonably necessary to correct the deficiency, Borrower shall begin to correct the deficiency within thirty (30) days and diligently pursue the correction of the deficiency as soon as reasonably possible as determined by the City.

3.4 Access to Records; Inspections.

3.4.1 Borrower shall provide City and its authorized agents and representatives access to any books, documents, papers and records of the Project for the purpose of making audits, examinations, excerpts and transcriptions.

3.4.2 With 48-hours' prior written notice, during normal business hours and as often as may be deemed necessary, City and its authorized agents and representatives shall be permitted access to and the right to examine the Project and the Property and to interview tenants and employees of the Project, for the purpose of verifying compliance with applicable regulations and compliance with the conditions of this Agreement and the other City Documents.

4. Term of Agreement.

4.1 Term of Restrictions. This Agreement shall remain in effect until the fifty-five (55th) anniversary of recordation of this Agreement in the Official Records.

4.2 Effectiveness Succeeds Conveyance of Property and Repayment of Loan. This Agreement shall remain effective and fully binding for the full term hereof regardless of (i) any sale,

assignment, transfer, or conveyance of the Project or Borrower's fee interest in the Property, or any part thereof or interest therein, (ii) any payment, prepayment or extinguishment of the Loan, the Notes (iii) any reconveyance of the Deed of Trust.

4.3 Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the term.

5. Binding Upon Successors; Covenants to Run with the Land. Borrower hereby subjects its interest in the Property and the Project to the covenants and restrictions set forth in this Agreement. The City and Borrower 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 Borrower and City, regardless of any sale, assignment, conveyance or transfer of the Property, the Project or any part thereof or interest therein. Any successor-in-interest to Borrower, including without limitation any purchaser, transferee or lessee of the Property or the Project (other than the tenants of the individual dwelling units within the Project) 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 the Project 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, Borrower 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. Borrower 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 and the Project in favor of City. Notwithstanding anything to the contrary contained herein, the terms of this Section 5 shall be subject to the terms of any subordination agreement entered into by City in accordance with the terms of Section 7 hereof.

6. Property Management; Repair and Maintenance; Marketing.

6.1 Management Responsibilities. Borrower shall be responsible for all management functions with respect to the Property and the Project, 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. City shall have no responsibility for management or maintenance of the Property or the Project. Borrower shall submit its written management policies with respect to the Project (the "Management Plan") to the City for its review and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement. The Management Plan shall minimally include the following:

a) A parking management plan which details, among other things, how

parking spaces will be allocated assigned, and how parking will be managed to encourage tenants, services providers and guests to use parking in accordance with the plan;

b) Procedures for maintenance and management of the Project;

c) Procedures for dealing with tenant or neighborhood issues or concerns;

d) Procedures for maintaining a reserve account, budgeting for maintenance and repair needs as well as long-term rehabilitation needs, and handling net cash flow; and

e) Such other requirements and criteria/procedures as City may determine appropriate.

6.2 Management Entity and Replacement of Management Agent. City shall have the right to review and approve the qualifications of the management entity proposed by Borrower for the Project, and shall have the right to review and approve any agreement executed between Borrower and the management entity, which approval shall not be unreasonably withheld, conditioned or delayed. The contracting of management services to a management entity shall not relieve Borrower of its primary responsibility for proper performance of management duties. City hereby approves Satellite Affordable Housing Associates Property Management, as the initial management entity for the Project. Any subsequent management entity shall be subject to City review and approval, which shall not be unreasonably withheld, conditioned or delayed. Upon City determination and delivery of written notice to Borrower that Borrower has failed to operate the Project in accordance with this Agreement, subject to any applicable cure period and the approval of the Project lenders and equity investors, City may require Borrower to contract with a qualified management agent selected by City and approved by the Project lender and equity investor, to operate the Project, or to make such other arrangements as City deems necessary to ensure performance of the required functions. An on-site property management representative is required to reside on the property. If the on-site property management representative is not also the assigned property management staff for the Project, then the representative shall still be available to address resident issues and to serve as the point of contact for City business and the public after regular business hours at the Property.

6.3 Repair, Maintenance and Security. Throughout the term of this Agreement, Borrower shall at its own expense, maintain the Property and the Project 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, Borrower agrees to maintain the Project and the Property (including without limitation, the residential units, common areas, meeting rooms, landscaping, driveways, parking areas 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 or at the Project. Borrower shall prevent and/or rectify any physical deterioration of the Property and the Project and shall make all repairs, renewals and replacements necessary to keep the Property and the improvements located thereon in good condition and repair. Borrower shall provide adequate security measures for the Project, including without limitation, the installation of

adequate lighting and deadbolt locks.

Additionally, Borrower agrees to participate in the City's Crime Free Multi-Family Housing Program, which is designed to help Borrowers and managers of multi-family housing to prevent and reduce the incidence of crime occurring at multi-family housing properties. Borrower agrees Borrower or Borrower's property management designee(s) shall participate and become certified in the program, including ensuring implementation of the crime-free lease addendum for all tenants on the Property.

6.3.2 Additional Requirements. All construction work and professional services for the Project shall be performed by persons or entities licensed or otherwise authorized to perform the applicable work or service in the State of California and shall have a current City of Livermore business license if required under local law. To the extent allowed by state and federal laws, Borrower shall limit the installation of satellite dish, antenna and other such equipment to screened locations on the Property as approved by the City. Borrower shall diligently work to resolve complaints related to noise, parking, litter or other neighborhood concerns.

6.4 City's Right to Perform Maintenance. In the event that Borrower breaches any of the covenants contained in Section 6.3, and such default continues for a period of ten (10) days after written notice from City (with respect to graffiti, debris, and waste material) or thirty (30) days after written notice from City (with respect to landscaping, building improvements and general maintenance), then City, in addition to any other remedy it may have under this Agreement or at law or in equity, shall have the right, but not the obligation, to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and the landscaped areas on the Property. All costs expended by City in connection with the foregoing, shall constitute an indebtedness secured by the Deed of Trust, and shall be paid by Borrower to City upon demand. All such sums remaining unpaid thirty (30) days following delivery of City's invoice therefor shall bear interest at the lesser of 10% per annum or the highest rate permitted by applicable law.

6.5 Marketing and Tenant Selection Plan. Not later than ninety (90) days following commencement of construction work on the Project, Borrower shall submit for City review and approval, a plan for marketing and tenant selection for the Property ("**Marketing and Tenant Selection Plan**" or "**Plan**"). To the extent permitted by Applicable Laws, Borrower shall reasonably work with the City to incorporate the City's applicant selection preferences for Livermore residents and Veterans into the Plan for units which do not receive HUD 202, State HCD's No Place Like Home Funding, Alameda County A1 Bond or Livermore Housing Authority subsidies/funding. The Plan shall address in detail how Borrower plans to market the City Restricted Units to prospective Eligible Households in accordance with fair housing laws and this Agreement, Borrower's tenant selection criteria, and how Borrower plans to certify the eligibility of Eligible Households. The Plan shall include the proposed management agreement and the form of rental agreement that Borrower proposes to enter into with Project tenants. Borrower shall abide by the terms of the Marketing and Tenant Selection Plan in marketing, managing, and maintaining the Property and the Project, and throughout the term of this Agreement, shall submit proposed modifications to City for review and approval.

In addition to the foregoing, the Marketing and Tenant Selection Plan shall address the following:

(a) The actions to be taken by Borrower to affirmatively market units in compliance with fair housing laws and in compliance with City's policies and procedures, including the policies described in Section [2.5] above;

(b) Criteria for determining tenant eligibility, including certification of household income and size, age of household members or other qualifying criteria, and establishing reasonable occupancy standards (which shall not exceed standards established by state and federal fair housing laws and state housing and building codes), and procedures for screening prospective tenants, including obtaining credit reports, unlawful detainer reports, landlord references and criminal background investigations;

(c) A requirement that eligible tenants be selected based on order of application, selection preference, lottery or other reasonable method approved by City and incorporates a method of prioritizing and establishing a screening order for applications.

(d) A requirement that eligible applicants be notified of eligibility and, when possible, be provided an estimate regarding when a unit may be available;

(e) A requirement that ineligible applicants be notified of the reason for their ineligibility;

(f) Specific procedures through which applicants deemed to be ineligible may appeal this determination;

(g) Maintenance of a waiting list of eligible applicants, including specific procedures for screening Project Based Section 8 eligible applicants in coordination with the Housing Authority of the City of Livermore;

(h) Specific procedures for obtaining documentation regarding prospective tenants' incomes, as necessary, to certify that such income does not exceed income limits;

(i) Specific procedures for certification and recertification of household incomes and procedures for handling over-income tenants;

(j) A requirement that a written rental agreement (subject to City approval) be executed with each eligible household selected to occupy a unit.

6.6 Lease Provisions.

No later than four (4) months prior to the date construction of the Project is projected to be complete, Borrower shall submit to the City Borrower's proposed form of lease agreement for the City's review and approval. The form of lease must comply with all requirements of this Agreement, the other Loan Documents and must, among other matters:

1) Provide for termination of the lease and consent by the Tenant to immediate eviction for failure: (i) to provide any information required under this Agreement or reasonably

requested by Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Project in accordance with the standards set forth in this Agreement, or (ii) to qualify as a 20%, 30%, 50%, or 60% AMI household, as applicable, as a result of any material misrepresentation made by such Tenant with respect to the income computation.

2) Be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Borrower, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Borrower and the Tenant. Notwithstanding the above, any Rent increases shall be subject to the requirements of Section [2.3].

3) Include a provision which shall require a Tenant who is residing in a Restricted Unit made accessible pursuant to Section 5.11 of the Loan Agreement and who is not in need of an accessible unit to move to a non-accessible unit when a non-accessible unit becomes available and another Tenant or prospective Tenant is in need of an accessible unit.

4) Include any provisions necessary to comply with the requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113–4, 127 Stat. 54) applicable to HUD-funded programs.

5) Any termination of a lease or refusal to renew a lease for a Restricted Unit within the Development must be preceded by not less than sixty (60) days written notice to the Tenant by Borrower specifying the grounds for the action.

6) Include a detailed listing of reasonable rules of conduct and occupancy which shall be in writing, shall be consistent with federal and state law, and shall be provided to each tenant upon occupancy;

7) Include a requirement that there be no storage on balconies and patios and that tenants must keep all balconies, patios and other exterior areas neat, clean and clutter free, including no clotheslines or laundry.

6.7 Resident Services Plan and Budget.

a) No later than six (6) months prior to the projected date of the completion of the Project, Borrower shall submit to the City a plan for providing supportive services to the Tenants (the "Resident Services Plan") and a budget for providing those services (the "Resident Services Budget") for the initial year of operation of the Project. The Resident Services Plan must identify service provider(s) and staffing levels, and describe the services provided. The Resident Services Plan must include copies of contracts and/or memoranda of understanding for the provision of services by service providers, along with any annual compliance certifications. The Resident Services Budget must state the dollar value of the services, and the funding source(s) for the services (cash or in-kind).

b) Upon receipt by the City of the proposed Resident Services Plan and Resident Services Budget, the City shall promptly review the same and approve or disapprove it within fifteen (15) days, provided that such approval shall not be unreasonably denied. If the Resident

Services Plan and/or Resident Services Budget are not approved by the City, the City shall set forth in writing and notify Borrower of the City's reasons for withholding such approval, which may include a request by the City for a change in the nature or scope of resident services or a change in service provider. Borrower shall, within fifteen (15) days thereafter, submit a revised Resident Services Plan and/or Resident Services Budget for City approval in accordance with this subsection. If the City does not approve the revised Resident Service Plan, Borrower shall be in Default hereunder.

c) Borrower shall thereafter submit to the City annual updates to the Resident Services Plan and Resident Services Budget by October 1st of each year of operation of the Development, identifying any changes made to the previously approved Resident Services Plan and Resident Services Budget. Any revisions to the Resident Services Plan and Resident Services Budget shall be subject to the City's review and approval and the process for timing and review of such revisions shall be subject to the process identified in Section 6.7.

6.8 Approval of Amendments. If City has not responded to any submission of the Management and Tenant Selection Plan, the proposed management entity, the proposed management agreement, the Management Plan, the Resident Services Plan or Resident Service Budget or a proposed amendment or change to any of the foregoing within sixty (60) days following City's receipt of such plan, proposal, agreement or amendment, the plan, proposal, agreement, or amendment shall be deemed approved by City.

6.9 Fees, Taxes, and Other Levies. Borrower shall be responsible for payment of all fees, assessments, taxes, charges, liens and levies applicable to the Property or the Project, including without limitation possessory interest taxes, if applicable, imposed by any public entity, and shall pay such charges prior to delinquency. However, Borrower shall not be required to pay any such charge so long as (a) Borrower is contesting such charge in good faith and by appropriate proceedings, (b) Borrower maintains reserves adequate to pay any contested liabilities, and (c) on final determination of the proceeding or contest, Borrower immediately pays or discharges any decision or judgment rendered against it, together with all costs, charges and interest. The foregoing is not intended to impair Borrower's ability to apply for any applicable exemption from property taxes or other assessments and fees.

6.10 Insurance Coverage. Throughout the term of this Agreement Borrower shall comply with the insurance requirements set forth in Exhibit B, and shall, at Borrower's expense, maintain in full force and effect insurance coverage as specified in Exhibit B.

6.11 Property Damage or Destruction. If any part of the Project is damaged or destroyed, Borrower shall repair or restore the same, consistent with the occupancy and rent restriction requirements set forth in this Agreement. Such work shall be commenced as soon as reasonably practicable after the damage or loss occurs and shall be completed within one year thereafter or as soon as reasonably practicable, provided that insurance proceeds are available to be applied to such repairs or restoration within such period and the repair or restoration is financially feasible. During such time that lenders or low-income housing tax credit investors providing financing for the Project impose requirements that differ from the requirements of this Section the requirements of such lenders and investors shall prevail.

7. Recordation; Subordination. This Agreement shall be recorded in the Official Records of Alameda County. The City agrees that the City will not withhold consent to reasonable requests for subordination of this Agreement to deeds of trust provided for the benefit of lenders identified in the financing plan submitted to City for the Project, as such plan may be updated with City approval, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default, including without limitation, extended notice and cure rights.

8. Transfer and Encumbrance.

8.1 Restrictions on Transfer and Encumbrance. During the term of this Agreement, except as permitted pursuant to the Loan Agreement or this Agreement, Borrower shall not directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, "**Transfer**") of the whole or any part of the Property, the Project, or the improvements located on the Property, without the prior written consent of the City, which approval shall not be unreasonably withheld, conditioned or delayed. In addition, prior to the expiration of the term of this Agreement, except as expressly permitted by this Agreement or the Loan Agreement, Borrower shall not undergo any significant change of Borrowership without the prior written approval of City. For purposes of this Agreement, a "significant change of Borrowership" shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present Borrowership and /or control of Borrower, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor limited partner, nor the transfer by the investor limited partner to subsequent limited partners shall be restricted by this provision.

8.2 Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions set forth in this Article shall not be deemed to prevent: (i) the granting of temporary or permanent easements or permits to facilitate development of the Property; (ii) the dedication of any property required pursuant to this Agreement; (iii) the lease of individual residences to tenants for occupancy as their principal residence in accordance with the Regulatory Agreement; (iv) assignments creating security interests for the purpose of financing the acquisition, construction or permanent financing of the Project and subject to the requirements of Article IX, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest; (v) the admission of limited partners and any transfer of limited partnership interests in accordance with Borrower's agreement of limited partnership (the "**Partnership Agreement**"); (vi) the removal of Borrower's general partner by the investor limited partner for a default under the Partnership Agreement, provided that the replacement general partner is an entity reasonably satisfactory to City or is the investor limited partner or an affiliate of the investor limited partner that will serve as general partner for an interim period of no more than 180 days; or (vii) granting of a purchase option or right of first refusal and the exercise thereof resulting in a the transfer of the project or the limited partner's interest to a nonprofit entity that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, or to a limited liability company whose sole member is a nonprofit entity that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, provided such replacement general partner is reasonably satisfactory to City.

8.3 Requirements for Proposed Transfers. The City may, in the exercise of its sole but

reasonable discretion, consent to a proposed Transfer of this Agreement, the Property, the Improvements or part thereof if all of the following requirements are met (provided however, the requirements of this Section 8.4 shall not apply to Transfers described in clauses (i), (ii), (iii), (v), and (vii) of Section 8.3, and solely with respect to removal of the general partner by the investor limited partner for a default under the Partnership Agreement, clause (vi) of Section 8.3, provided that the provisions of this Section 8.4 shall apply to the selection of a replacement general partner in the event of a removal of the general partner in accordance with clause (vi) of Section 8.3):

(i) The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete and manage the Project and to otherwise fulfill the obligations undertaken by the Borrower under this Agreement.

(ii) The Borrower and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of all or any part of or interest in the Property, the Improvements or this Agreement together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request.

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Borrower under this Agreement and the other City Documents arising after the effective date of the Transfer and all obligations of Borrower arising prior to the effective date of the Transfer (unless Borrower expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Borrower's obligations pursuant to all conditions and restrictions set forth in the City Documents.

(iv) Except in the case of partnership interest Transfers, the Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records.

(v) The final form of the Partnership Agreement and any subsequent amendments that affect the City's economic interests under this Agreement or the City Documents shall be subject to City's review and approval. Amendments to the Partnership Agreement solely to effectuate Permitted Transfers shall not require the City's review and approval.

Consent to any proposed Transfer may be given by the City's Authorized Representative unless the City's Authorized Representative, in his or her discretion, refers the matter of approval to the City Council. If the City has not rejected a proposed Transfer, requested additional information regarding a proposed Transfer, or notified Borrower that City Council approval will be required in writing within sixty (60) days following City's receipt of written request by Borrower, the proposed Transfer shall be deemed approved provided that the provisions of this Section 8.4 shall apply to the selection of a replacement general partner in the event of a removal of the general partner in accordance with clause (vi) of Section 8.3 and replacement of the general partner with any entity other than the investor limited partner or any affiliate of the investor limited partner that will serve as general partner for an interim period of no more than 180 days).

8.4 Effect of Transfer without City Consent. In the absence of specific written agreement by the City, no Transfer of the Property or the Project shall be deemed to relieve the Borrower or any other party from any obligation under this Agreement. It shall be an Event of Default hereunder entitling City to pursue remedies including without limitation, acceleration of the Loan and/or foreclosure under the Deed of Trust if without the prior written approval of the City, Borrower assigns or Transfers this Agreement, the Improvements, or the Property in violation of Section 8. This Section 8.4 shall not apply to Transfers described in clauses (i), (ii), (iii), (iv), (v) and (vii) of Section 8.2. and solely with respect to the removal of the general partner by the investor limited partner for a default under the Partnership Agreement, clause (vi) of Section 8.2, provided that the provisions of this Section 8.3 shall apply to the selection of a replacement general partner in the event of a removal of the general partner in accordance with clause (vi) of Section 8.2.

8.5 Recovery of City Costs. Borrower shall reimburse City for all City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee within ten (10) days following City's delivery to Borrower of an invoice detailing such costs.

8.6 Encumbrances. Borrower agrees to use good faith commercially reasonable efforts to ensure that all deeds of trust or other security instruments and any applicable subordination agreement recorded against the Property, the Project or part thereof for the benefit of a lender other than City ("**Third-Party Lender**") shall contain each of the following provisions: (i) Third-Party Lender shall use its best efforts to provide to City a copy of any notice of default issued to Borrower concurrently with provision of such notice to Borrower; (ii) City shall have the reasonable right, but not the obligation, to cure any default by Borrower within the same period of time provided to Borrower for such cure extended by an additional ninety (90) days; (iii) provided that City has cured any default under Third-Party Lender's deed of trust and other loan documents, City shall have the right to foreclose the Deed of Trust, and take title to the Project without acceleration of Third-Party Lender's debt; and (iv) City shall have the right to transfer the Project without acceleration of Third-Party Lender's debt to a nonprofit corporation or other entity which shall own and operate the Project as an affordable rental housing Project, subject to the prior written consent of the Third-Party Lender. Borrower agrees to provide to City a copy of any notice of default Borrower receives from any Third-Party Lender within five (5) business days following Borrower's receipt thereof.

8.7 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 Project or the Property, and the purchaser at any trustee's sale or foreclosure sale 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. 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 Project or the Property that such violation has occurred.

9. Default and Remedies.

9.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

(i) The occurrence of a Transfer in violation of Section 8 hereof;

(ii) Borrower's failure to maintain insurance on the Property and the Project as required hereunder, and the failure of Borrower to cure such default within five (5) days;

(iii) Subject to Borrower's right to contest the following charges, Borrower's failure to pay taxes or assessments due on the Property or the Project or failure to pay any other charge that may result in a lien on the Property or the Project, and Borrower's failure to cure such default within thirty (30) days of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;

(iv) A default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

(v) A default arises under the Loan Agreement, the Notes, or the Deed of Trust, and remains uncured beyond the expiration of any applicable cure period;

(vi) Borrower's default in the performance of any term, provision or covenant under this Agreement (other than an obligation enumerated in this Section 9.1), and unless such provision specifies a shorter cure period for such default, the continuation of such default for ten (10) days in the event of a monetary default or thirty (30) days in the event of a non-monetary default following the date upon which City shall have given written notice of the default to Borrower, or if the nature of any such non-monetary default is such that it cannot be cured within thirty (30) days, Borrower's failure to commence to cure the default within thirty (30) days and thereafter prosecute the curing of such default with due diligence and in good faith, but in no event longer than ninety (90) days from receipt of the notice of default, unless City agrees to such longer period, in its reasonable discretion.

The limited partners of Borrower shall have the right to cure any default of Borrower hereunder upon the same terms and conditions afforded to Borrower; provided however, if the default is of such nature that the limited partners reasonably determine that it is necessary to replace the general partner of Borrower in order to cure such default, then the cure period shall be extended by an additional sixty (60) days after the removal and replacement of such general partner, provided that the limited partners have promptly commenced and diligently proceeded with all requisite actions to effect such removal and replacement. City shall provide a copy of any notice of default hereunder to the limited partners at the address set forth in Section 11.3 hereof, or to such other address provided to the City in writing, concurrently with the provision of such notice to Borrower.

9.2 Remedies. Upon the occurrence of an Event of Default and its continuation beyond any applicable cure period, City may proceed with any of the following remedies:

(i) 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;

(ii) Accelerate and declare the balance of the Notes and interest accrued thereon immediately due and payable and proceed with foreclosure under the Deed of Trust;

(iii) 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 Affordable Rent; and

(iv) Pursue any other remedy allowed under the City Documents or at law or in equity.

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. Indemnity. To the greatest extent permitted by law, Borrower shall indemnify, defend and hold the Indemnitees harmless from and against all Claims arising directly or indirectly, in whole or in part, as a result of or in connection with Borrower's construction, management, or operation of the Property and the Project or any failure to perform any obligation as and when required by this Agreement. Borrower's indemnification obligations under this Section 10 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement. City does not and shall not waive any rights against Borrower that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Borrower, of any of the insurance policies described in this Agreement.

10.1 Terms Applicable to Indemnity Provisions. The terms set forth in this Section 10.1 shall apply to all provisions of this Agreement that pertain to Borrower's obligations to indemnify City and the other Indemnitees, including without limitation, Sections 2.7 and 10. In connection with each such provision, all of the following shall apply:

(a) City does not and shall not waive any rights against Borrower that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Borrower, of any of the insurance policies described in this Agreement;

(b) Borrower's obligation to indemnify the Indemnitees shall not be limited or impaired by any of the following: (i) any amendment or modification of any City Document; (ii) any extensions of time for performance required by any City Document; (iii) any provision in any of the City Documents limiting City's recourse to property securing the Secured Obligations (as defined in the Deed of Trust, or limiting the personal liability of Borrower, or any other party for payment of all or any part of the indebtedness evidenced by the Notes; (iv) the accuracy or inaccuracy of any representation and warranty made by Borrower under this Agreement or by Borrower or any other party under any City Document, (v) the release of Borrower or any other

person, by City or by operation of law, from performance of any obligation under any City Document; (vi) the release or substitution in whole or in part of any security for repayment of the indebtedness evidenced by the Notes; and (vii) City's failure to properly perfect any lien or security interest given as security for repayment of the indebtedness evidenced by the Notes; and

(c) The obligations of Borrower to indemnify the Indemnitees shall survive any repayment or discharge of the indebtedness evidenced by the Notes, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of the Deed of Trust.

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 Borrower 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: (i) personal delivery, in which case notice is effective upon delivery; (ii) 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; or (iii) 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.

City: City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550
Attention: City Manager

Borrower: c/o Satellite Affordable Housing Associates
1835 Alcatraz Avenue
Berkeley, CA 94703
Attn: Eve Stewart, Senior Vice President of Real Estate Development

And

Interfaith Housing, Inc.
550 Hillcrest Avenue
Livermore, CA 94550
Attn: President

With a copy to:

Gubb & Barshay LLP
505 14th Street, Suite 450
Oakland, CA 94612
Attention: Erica Williams Orcharton

And a copy to Borrower's limited partner:

NEF Assignment Corporation
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606
Attention: General Counsel
Email: projectnotices@nefinc.org with subject line of SMT #83146; 83452

With a copy to:

NEF Assignment Corporation
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606
Attention: SVP Asset Management

And:

Bocarsly Emden Cowan Esmail & Arndt LLP
633 W. Fifth Street, Suite 5880
Los Angeles, California 90017
Attention: Rachel Rosner, Esq

11.4 Notice of Expiration of Term.

a) At least six (6) months prior to the expiration of the Term, Borrower shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the Term, (iii) a statement that a copy of such notice will be sent to the City, and (iv) a statement that a public hearing may be held by the City on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. Borrower shall also file a copy of the above-described notice with the City Manager.

b) In addition to the notice required above, Borrower shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a), which would include the City Manager) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to purchase the Development to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Development is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Development.

11.5 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.

11.6 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Borrower and City shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Borrower (except as expressly provided in this Agreement) or to any third party with respect to the Project. Borrower and its employees are not employees of City but rather are, and shall always be considered independent contractors. Furthermore, Borrower and its employees shall at no time pretend to be or hold themselves out as employees or agents of City. Except as City may specify in writing, Borrower shall not have any authority to act as an agent of City or to bind City to any obligation.

11.7 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's Authorized Representative or by any person who shall have been designated by the City's Authorized Representative, without further approval by the City Council.

11.8 Nonliability of City and City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Borrower 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 Borrower or its successor or for any obligation of City under this Agreement.

11.9 Headings; Construction; Statutory References. 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. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Livermore shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

11.10 Time is of the Essence. Time is of the essence in the performance of this Agreement.

11.11 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Alameda County, California or in the Federal District Court for the Northern District of California.

11.12 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.

11.13 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.

11.14 Entire Agreement; Exhibits. This Agreement, together with the Loan Agreement, the Notes, and the Deed of Trust, 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. Exhibits A through C, attached hereto are incorporated herein by this reference.

11.15 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.

11.16 Underwriting Standards. The City attests that the underwriting standards being utilized for this transaction are those that have been submitted and approved by the California Department of Housing and Community Development.

11.17 Special Provision. In the event that the Lender is no longer in operation, Borrower shall make all payments due to the California Department of Housing and Community Development.

SIGNATURES ON FOLLOWING PAGE(S).

IN WITNESS WHEREOF, the Parties have executed this Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants as of the date first written above.

CITY:

CITY OF LIVERMORE,
a California municipal corporation

By: _____

Print Name: Marianna A. Burch

Title: City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

_____
Deputy/Assistant/Senior Assistant/City Attorney

BORROWER:
Pac Avenue, L.P.,
a California limited partnership

By: Pac Avenue LLC,
a California limited liability company,
its general partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit corporation,
a member and the manager

By: _____
Eve Stewart,
Senior Vice President of Real Estate Development

SIGNATURES MUST BE NOTARIZED.

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)
) ss
County of _____)

On _____, before me, _____, Notary Public_____,
(Name of Notary)

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.

_____
(Notary Signature)

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A

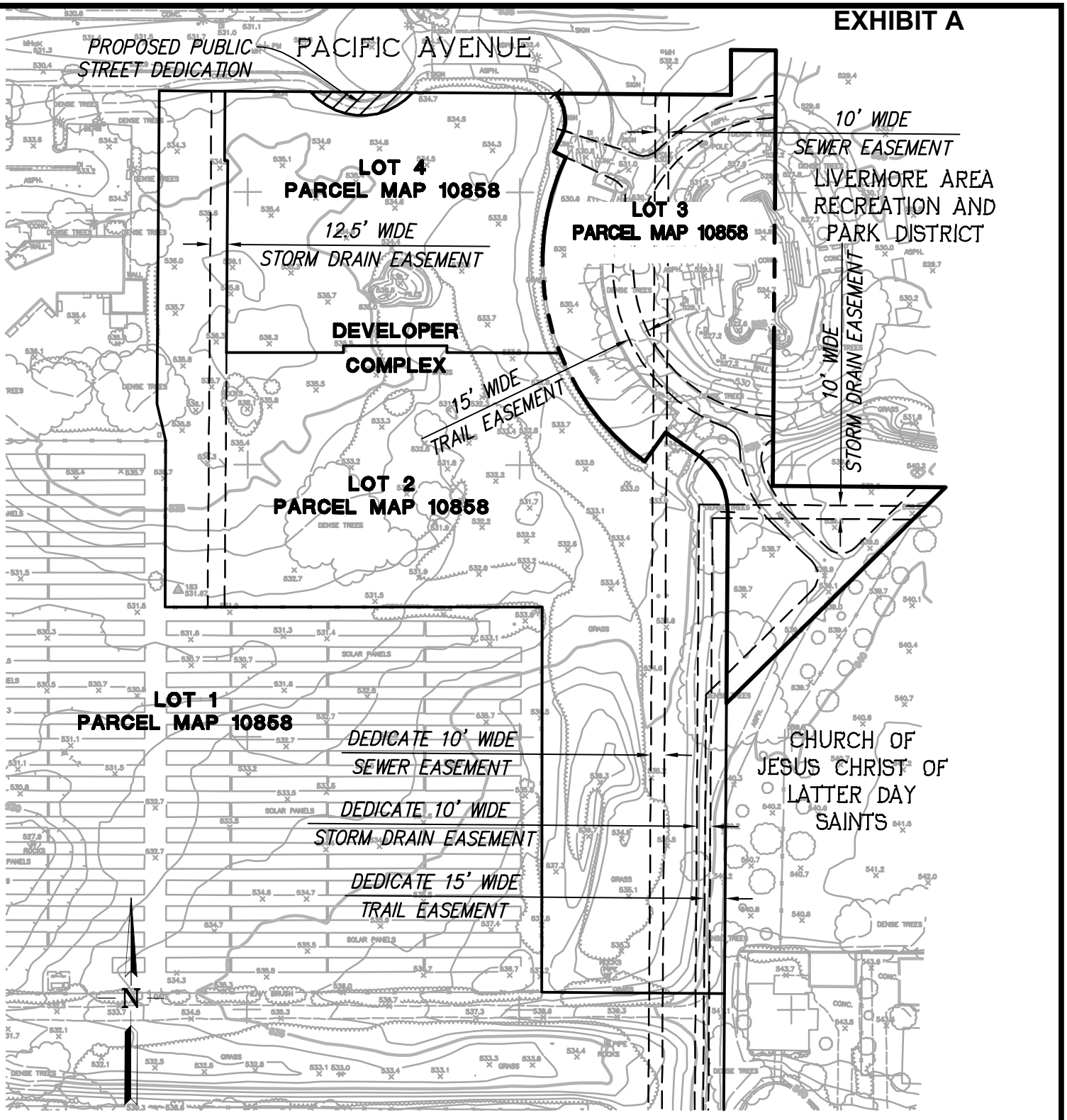
LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT REAL PROPERTY IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 2, OF PARCEL MAP 10858, FILED NOVEMBER 27, 2024, IN BOOK 360 OF PARCEL MAPS, AT PAGES 87, 88, and 89.

APN: a portion of 099-0950-008-02

EXHIBIT A



SHEET 2

PLAT - PROPERTY

CITY OF LIVERMORE, 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

SCALE:	DATE:	JOB NO.:
1" = 100'	3-21-2023	151084-T50

G:\JOB2015\151084 T50 PACIFIC AVE SENIOR CITIZEN\CAD FILES\00-EXHIBITS\EXHIBIT B - PREMISES.DWG 3/22/2023 11:22:22 AM WILL BARTALINI

Exhibit B

Insurance Requirements

CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT A

DATE (MM/DD/YYYY)
2/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 595 Market Street Suite 2100 San Francisco CA 94105 License#: 0D69293	**CONTACT NAME:** Annabel Korsgaard-Radutiu **PHONE (A/C, No, Ext):** 415-536-8041 **FAX (A/C, No):** 415-536-8499 **E-MAIL ADDRESS:** certrequests@ajg.com
INSURED Satellite Affordable Housing Associates 1835 Alcatraz Ave Berkeley, CA 94703 SATEHOU-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Insurance Company of the West — 27847 **INSURER B :** AXIS Surplus Insurance Company — 26620 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1738001887 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			P00100105638503	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WPL503985007	2/15/2025	2/15/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Liability coverage:

-$2,000,000 xs Primary GL
01/01/2025 - 01/01/2026
Carrier: AXIS Surplus Insurance Company
Policy #P00100105638503

-$3,000,000 xs $2,000,000
See Attached...

CERTIFICATE HOLDER

City of Livermore, its officers, officials, employees, or volunteers
1052 S. Livermore Avenue
Livermore CA 94550
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Justin Dore

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: SATEHOU-01 **EXHIBIT A**

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, LLC	Satellite Affordable Housing Associates 1835 Alcatraz Ave Berkeley, CA 94703
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

01/01/2025 - 01/01/2026
Carrier: Admiral Insurance Company
Policy # UX0000050702

-$5,000,000 xs $5,000,000
01/01/2025 - 01/01/2026
Carrier: Texas Insurance Company
Policy #JT124XANN0298202

Underlying Insurance:
General Liability Policy # 3406408225
Carrier: Lexington Insurance Company
01/01/2025 to 01/01/2026
$1,000,000 Each Occurrence
$1,000,000 Personal and Advertising Injury - any one person or organization
$1,000,000 Any One Fire
$2,000,000 General Aggregate
$2,000,000 Products Completed Operations Aggregate

30 days notice of cancellation except for nonpayment of premium which is 10 days notice.

RE: Pacific Ave project

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Exhibit C

Form of Annual Report

LIVERMORE CALIFORNIA

EXHIBIT C

EXHIBIT A

MULTI-FAMILY RENTAL PROJECT ANNUAL REPORT

Property Conditions

Property Name & Address	
Person Completing Report	
Date	
Report Period	

List any physical defects or major repair work undertaken within the reporting period:
Comments on any general management/performance issues within the reporting period:

Compliance with Required Number of Restricted Units

Total number of Restricted Units which are currently occupied (or reserved and available for occupancy):	
Number of vacant Restricted Units at the time of this report:	
I hereby certify that these units in the quantity listed above have been continuously designated as units for occupancy by Eligible Households during the reporting period:	
Name of Project Owner or Authorized Agent Title	

Compliance with Rent Limits

List below the current monthly rents of the Restricted Units as well as the prior rents (if increases were made during the report period). Complete attached Restricted Unit occupancy table.

Plan	Number of Bedrooms	Current Rent	Prior Rent	% Increase	Additional Fees Charged	Utility Allowance (if applicable) or Amount of Tenant Paid Utilities
I hereby certify that the rents for all Restricted Units did not exceed the levels authorized under the Regulatory Agreement/restrictive covenants with the City of Livermore during the reporting period:						
Name of Project Owner or Authorized Agent Title						

LIVERMORE CALIFORNIA

MULTI-FAMILY RENTAL PROJECT ANNUAL REPORT

Restricted Unit Occupancy Information

Unit #	Bdrms	Unit Income Level	Tenant Last Name/Identifier	Move-In Date	# in Household	Reported Annual Income	Effective Date of Current Rent	Tenant Paid Rent	Section 8? (Y/N)	Homeless Unit? (Y/N)

Exhibit F

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT A

DATE (MM/DD/YYYY)
2/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 595 Market Street Suite 2100 San Francisco CA 94105 License#: 0D69293	**CONTACT NAME:** Annabel Korsgaard-Radutiu **PHONE (A/C, No, Ext):** 415-536-8041 **FAX (A/C, No):** 415-536-8499 **E-MAIL ADDRESS:** certrequests@ajg.com
INSURED Satellite Affordable Housing Associates 1835 Alcatraz Ave Berkeley, CA 94703 SATEHOU-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Insurance Company of the West — 27847 **INSURER B :** AXIS Surplus Insurance Company — 26620 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1738001887 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			P00100105638503	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WPL503985007	2/15/2025	2/15/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Liability coverage:

-$2,000,000 xs Primary GL
01/01/2025 - 01/01/2026
Carrier: AXIS Surplus Insurance Company
Policy #P00100105638503

-$3,000,000 xs $2,000,000
See Attached...

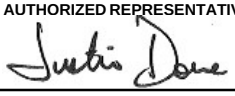
CERTIFICATE HOLDER

City of Livermore, its officers, officials, employees, or volunteers
1052 S. Livermore Avenue
Livermore CA 94550
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: SATEHOU-01 **EXHIBIT A**

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, LLC	Satellite Affordable Housing Associates 1835 Alcatraz Ave Berkeley, CA 94703
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

01/01/2025 - 01/01/2026
Carrier: Admiral Insurance Company
Policy # UX0000050702

-$5,000,000 xs $5,000,000
01/01/2025 - 01/01/2026
Carrier: Texas Insurance Company
Policy #JT124XANN0298202

Underlying Insurance:
General Liability Policy # 3406408225
Carrier: Lexington Insurance Company
01/01/2025 to 01/01/2026
$1,000,000 Each Occurrence
$1,000,000 Personal and Advertising Injury - any one person or organization
$1,000,000 Any One Fire
$2,000,000 General Aggregate
$2,000,000 Products Completed Operations Aggregate

30 days notice of cancellation except for nonpayment of premium which is 10 days notice.

RE: Pacific Ave project

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Exhibit G

APPROVED DEVELOPMENT BUDGET

Sources

Permanent Sources

Description	Totals
Tax Credit Equity	$ 23,821,439
HCD NPLH	$ 6,257,776
FHLB AHP	$ 1,000,000
City of Livermore Loan	$ 6,500,000
City of Livermore Predevelopment Loan	$ 657,000
Alameda County A1 Bonds	$ 6,234,012
Accrued Interest on Soft Loans	$ 359,090
HUD Section 202	$ 6,947,852
GP Capital Contribution (HUD 202 Deposit)	$ 10,000
Total Sources	$ 52,966,260

Uses

Description	Budgeted
CONSTRUCTION	
Unit Construction	$ 27,313,036
Site Work	$ 1,291,650
Contractor Overhead & Profit	$ 1,636,619
General Conditions	$ 1,352,030
Contractor Insurance & Bonds	$ 532,305
Owner Furnishings	$ 158,000
PV System	$ 900,000
Hard Cost Contingency	$ 2,033,044
CONSTRUCTION TOTAL	$ 35,216,684
ARCHITECTURAL FEES	
Architecture	$ 1,299,926
ARCHITECTURAL FEES TOTAL	$ 1,299,926
SURVEY & ENGINEERING	
Survey	$ 960,000
Enviro Assessment &Testing	$ 60,000
SURVEY & ENGINEERING TOTAL	$ 1,020,000

Description	Budgeted
CONST INTEREST & FEES	
Construction Loan Fees	$ 357,418
Construction Lender Costs	$ 35,000
Construction Lender Legal	$ 140,000
Contruction Loan Interest	$ 3,554,505
Accrued Interest	$ 359,090
Prevailing Wage Monitoring	$ 42,000
Construction Title & Recording	$ 105,000
CONST INTEREST & FEES TOTAL	$ 4,593,013
PERM FINANCING COSTS	
Perm Title & Recording	$ 25,000
PERM FINANCING TOTAL	$ 25,000
OWNER LEGAL	
Owner Legal - Org, RE, Synd & Perm Loan	$ 90,000
LEGAL TOTAL	$ 90,000
RESERVES	
Operating Reserve	$ 605,526
HCD Pooled Transition Reserve Fee	$ 20,916
HCD NPLH Transition Reserve	$ 217,120
Supplemental SAHA NPLH Reserve	$ 260,000
Capitalized Operating Deficit Reserve	$ 1,571,000
RESERVES TOTAL	$ 2,674,562
OTHER COSTS	
Other Taxes	$ 35,000
Permit Fees - Building	$ 695,000
Impact Fees	$ 2,152,573
Utility Connection Fees	$ 805,000
Builders Risk Insurance	$ 720,000
Appraisal	$ 5,000
Market Study	$ 15,000
Marketing & Leasing	$ 233,528
Soft Cost Contingency	$ 814,674
OTHER COSTS TOTAL	$ 5,475,775
DEVELOPER COSTS	
Developer Fee	$ 2,200,000
Construction Management	$ 90,000
DEVELOPER COSTS TOTAL	$ 2,290,000
SYNDICATION COSTS	
Syndication Consultant	$ 55,000
Syndication Legal	$ 85,000
Accountant Fee	$ 25,000
TCAC Fees	$ 116,300
SYNDICATION COSTS TOTAL	$ 281,300
	$ 52,966,260

Unit Mix (Rent and Income Levels)

Bedrooms	AMI	Section 8	Total Units	Gross Rent	Utility Allowance	Net Rent	Proposed Rent	Annual Rental Income
1	20%		16	$ 584	$ 97	$ 487	$ 487	$ 93,504
1	30%		8	$ 876	$ 97	$ 779	$ 779	$ 74,784
1	50%		14	$ 1,460	$ 97	$ 1,363	$ 779	$ 130,872
1	50%	Yes	5	$ 1,460	$ 97	$ 1,363	$ 1,363	$ 81,780
1	50%		24	$ 1,460	$ 97	$ 1,363	$ 1,363	$ 392,544
1	60%		9	$ 1,752	$ 97	$ 1,655	$ 1,655	$ 178,740
2	30%		1	$ 1,051	$ 131	$ 920	$ 920	$ 11,042
2	60%		1	$ 2,102	$ 131	$ 1,971	$ 1,971	$ 23,657
2	MNGR		1	$ -	$ 131	$ -	$ -	$ -
				$ -				
				$ -				
				$ -				
				$ -				
				$ -				
				$ -				
				$ -				
				$ -				
Avg AMI:	42.3%	5	79					$ 986,923

Cash Flow

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Income																
Rent	2.0%	$ 818,652	$ 835,025	$ 851,726	$ 868,760	$ 886,135	$ 903,858	$ 921,935	$ 940,374	$ 959,181	$ 978,365	$ 997,932	$ 1,017,891	$ 1,038,249	$ 1,059,014	$ 1,080,194
NPLH Rent	2.0%	$ 76,320	$ 77,846	$ 79,403	$ 80,991	$ 82,611	$ 84,263	$ 85,949	$ 87,668	$ 89,421	$ 91,209	$ 93,034	$ 94,894	$ 96,792	$ 98,728	$ 100,703
Section 8 Income		$ 54,777	$ 56,990	$ 58,130	$ 59,292	$ 60,478	$ 61,688	$ 62,922	$ 64,180	$ 65,464	$ 66,773	$ 68,108	$ 69,470	$ 70,860	$ 72,277	$ 73,723
HUD 202 PRAC Income		$ 174,420	$ 181,467	$ 185,096	$ 188,798	$ 192,574	$ 196,425	$ 200,354	$ 204,361	$ 208,448	$ 212,617	$ 216,869	$ 221,207	$ 225,631	$ 230,143	$ 234,746
Draw on NPLH COSR		$ 2,662	$ 12,848	$ 223,465	$ 231,200	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789
Draw on Supplemental NPLH Reserve		$ 56,848	$ 203,152							$ -	$ -	$ -	$ -	$ -	$ -	$ -
Draw on Operating Deficit Reserve		$ 101,690	$ -	$ 3,768	$ 1,819	$ 34,929	$ 52,395	$ 70,623	$ 89,641	$ 109,479	$ 130,165	$ 151,729	$ 174,204	$ 197,623	$ 222,017	$ 247,423
Laundry & Vending Income	2.0%	$ 8,424	$ 8,592	$ 8,764	$ 8,940	$ 9,118	$ 9,301	$ 9,487	$ 9,677	$ 9,870	$ 10,067	$ 10,269	$ 10,474	$ 10,684	$ 10,897	$ 11,115
POTENTIAL GROSS INCOME:		$ 1,293,793	$ 1,375,921	$ 1,410,352	$ 1,439,800	$ 1,498,635	$ 1,540,719	$ 1,584,059	$ 1,628,689	$ 1,674,652	$ 1,721,986	$ 1,770,730	$ 1,820,929	$ 1,872,628	$ 1,925,865	$ 1,980,693
LIHTC Units Vacancy	5.0%	$ (60,874)	$ (64,904)	$ (66,547)	$ (67,940)	$ (70,801)	$ (72,823)	$ (74,905)	$ (77,051)	$ (79,262)	$ (81,539)	$ (83,885)	$ (86,302)	$ (88,792)	$ (91,357)	$ (94,000)
NPLH Units Vacancy	10.0%	$ (7,632)	$ (7,785)	$ (7,940)	$ (8,099)	$ (8,261)	$ (8,426)	$ (8,595)	$ (8,767)	$ (8,942)	$ (9,121)	$ (9,303)	$ (9,489)	$ (9,679)	$ (9,873)	$ (10,070)
EFFECTIVE GROSS INCOME:		$ 1,225,287	$ 1,303,233	$ 1,335,864	$ 1,363,760	$ 1,419,573	$ 1,459,470	$ 1,500,558	$ 1,542,871	$ 1,586,449	$ 1,631,326	$ 1,677,542	$ 1,725,138	$ 1,774,157	$ 1,824,635	$ 1,876,623
Expenses																
Operating Expenses	3.0%	$ 1,132,569	$ 1,166,546	$ 1,201,542	$ 1,237,589	$ 1,274,716	$ 1,312,958	$ 1,352,347	$ 1,392,917	$ 1,434,705	$ 1,477,746	$ 1,522,078	$ 1,567,740	$ 1,614,773	$ 1,663,216	$ 1,713,112
Replacement Reserve Deposits		$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400
TOTAL EXPENSES		$ 1,179,969	$ 1,213,946	$ 1,248,942	$ 1,284,989	$ 1,322,116	$ 1,360,358	$ 1,399,747	$ 1,440,317	$ 1,482,105	$ 1,525,146	$ 1,569,478	$ 1,615,140	$ 1,662,173	$ 1,710,616	$ 1,760,512
NET OPERATING INCOME		**$ 45,318**	**$ 89,286**	**$ 86,922**	**$ 78,772**	**$ 97,456**	**$ 99,112**	**$ 100,812**	**$ 102,554**	**$ 104,344**	**$ 106,180**	**$ 108,063**	**$ 109,998**	**$ 111,984**	**$ 114,020**	**$ 116,111**
Required Payments																
NPLH Monitoring Fee		$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283
County A1 Monitoring Fee		$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800
City Monitoring Fee		$ 2,662	$ 2,715	$ 2,770	$ 2,825	$ 2,881	$ 2,939	$ 2,998	$ 3,058	$ 3,119	$ 3,181	$ 3,245	$ 3,310	$ 3,376	$ 3,444	$ 3,512
CASH FLOW:		**$ 11,574**	**$ 55,489**	**$ 53,070**	**$ 44,864**	**$ 63,492**	**$ 65,090**	**$ 66,731**	**$ 68,414**	**$ 70,143**	**$ 71,916**	**$ 73,736**	**$ 75,605**	**$ 77,525**	**$ 79,493**	**$ 81,516**
Investor Management Fee		$ 1,250	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000
Partnership Management Fee		$ 8,972	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887
Residual Receipts to Soft Loans		$ 1,352	$ 14,602	$ 12,183	$ 3,977	$ 22,605	$ 24,203	$ 25,844	$ 27,527	$ 29,256	$ 31,029	$ 32,849	$ 34,718	$ 36,638	$ 38,606	$ 40,629

Exhibit H

FORM OF GROUND LEASE (PHASE 1)

A copy of the executed Ground Lease can be obtained from the City Clerk of the City of Livermore at the address 1052 S. Livermore Avenue, Livermore, CA 94550.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Livermore
1052 S Livermore Avenue
Livermore, CA 94550
Attention: City Clerk

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

Space above this line for Recorder's use.

AFFORDABLE HOUSING REGULATORY AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

by and between

THE CITY OF LIVERMORE

and

Pac Avenue, L.P.

Pacific Senior Apartments Phase 1

_____, 2025

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (this "**Agreement**") is entered into effective as of _____, 2025 ("**Effective Date**") by and between the City of Livermore, a municipal corporation ("**City**") and Pac Avenue, L.P., a California limited partnership ("**Borrower**"). The City and the Borrower are collectively referred to herein as the "**Parties**."

RECITALS

A. Borrower owns a leasehold interest in that certain real property located adjacent to Sunken Gardens Park (3800 Pacific Avenue) at the eastern terminus of Pacific Avenue in Livermore, California, Alameda County Assessor Parcel No. 10858, in the Official Records of Alameda County, Book 360, Pages 87-89 of Map, subdividing the real property two parcels, Parcels 2 & 4. The Borrower intends to lease Parcel 2 for Phase 1 of Project, and more particularly described in Exhibit A attached hereto (the "**Property**"). For purposes of clarity this Agreement shall only encumber Borrower's leasehold interest in the Property and not the City's fee interest in the land underlying the Property.

B. City and Borrower have entered into an Affordable Housing Loan Agreement (the "**Loan Agreement**") dated _____ and a Ground Lease dated _____ concurrently herewith. Borrower will develop, own, and operate a 79-unit affordable housing development for seniors on the Property ("**Phase 1**" or the "**Project**"). Phase 1 is part of a two-phased project to be known as the "**Pacific Avenue Project**". The second phase of the Pacific Avenue Project is anticipated to be a 61-unit affordable housing development for seniors ("**Phase 2**"). This Agreement only encumbers Phase 1. Capitalized terms used without definition herein shall have the meaning ascribed to such terms in the Loan Agreement.

C. The Loan Agreement provides that the Restricted Units to be developed on the Property will be required to be available to Eligible Households at Affordable Rents in accordance with this Agreement for a period of not less than the term of fifty-five (55) years.

D. The City recognizes there is a shortage of affordable housing and, in particular, low-income Seniors face barriers that inhibit equal access to housing. Therefore, reserving affordable units for Seniors and providing services that allow them to live independently is needed to offer equal access to housing.

E. Subject to the terms and conditions set forth in the Loan Agreement, City has agreed to provide a development loan in an amount not to **exceed Seven Million One Hundred Fifty-Seven Thousand Dollars ($7,157,000.00),** (the "**Loan"** or **"City Loan",** which financing was apportioned as (i) Six Hundred Fifty-Seven Thousand Dollars ($657,000) in predevelopment financing and (ii) Six Million Five Hundred Thousand Dollars ($6,500,000) in permanent development financing. As a condition precedent to the funding of the Loan, City requires the Project to be subject to the terms, conditions, and restrictions set forth herein.

F. Pursuant to the Loan Agreement, Borrower has executed and delivered to City Secured Promissory Notes (the "**A&R Predevelopment Note**" and "**Development Note**" or "**Notes**") to evidence Borrower's obligation to repay the Loan. The Notes are secured by a Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing executed

by Borrower for the benefit of City (the "**Deed of Trust**") recorded in the Official Records of Alameda County concurrently herewith.

G. The Project received no Density Bonus in accordance with Section 6.02.030 of the Livermore Development Code.

H. The purpose of this Agreement is to satisfy the affordability requirements of the City's affordable housing program and to regulate and restrict the occupancy and rents of the Project's Restricted Units for the benefit of the Project occupants. The Parties intend the covenants set forth in this Agreement to run with the land and to be binding upon Borrower and Borrower's successors and assigns for the full term of this Agreement.

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1.1 Definitions; Exhibits. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits.

"**Actual Household Size**" means the actual number of persons in the applicable household.

"**Adjusted for Family Size Appropriate for the Unit**" shall be determined consistent with Section 50052.5(h) of the California Health and Safety Code, subject to the application of federal rules and regulations applicable to Project financing sources, including Section 42(g)(2) of the Internal Revenue Code of 1986 as amended (or successor provision).

"**Affordable Rent**" means the following amounts, less a utility allowance and other fees and charges required to be paid by tenants of the Project on a non-optional basis which have been approved by the City, : (i) for units that are restricted for rental to households with incomes of not more than twenty percent (20%) of AMI ("**20% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of twenty percent (20%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit; (ii) for units that are restricted for rental to households with incomes of not more than thirty percent (30%) of AMI ("**30% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of thirty percent (30%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit; (iii) for units that are restricted for rental to households with incomes of not more than fifty percent (50%) of AMI (**"50% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of fifty percent (50%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit; and (iv) for units that are restricted for rental to households with incomes of not more than sixty percent (60%) of AMI ("**60% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of sixty percent (60%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit. Rents shall be limited to no greater than the TCAC-published rents for the aforementioned income categories.

"**A&R Predevelopment Note**" is defined in Recital F.

"**Area Median Income**" **or** "**AMI**" means the median income for Alameda County, California, adjusted for Actual Household Size, as determined pursuant to California Tax Credit Allocation (**"TCAC"**) regulations.

"**City's Authorized Representative**" means the City Manager of the City of Livermore or his/her designee.

"**City Documents**" means that certain "Disposition, Development and Loan Agreement" by and between the City, SAHA and IFH dated September 16, 2021 (the "DDLA"), the Loan Agreement, the Notes, the Leasehold Deed of Trust, and this Agreement.

"**Claims**" is defined in Section [2.6].

"**Development Note**" is defined in Recital F.

"**Eligible Household**" means a household for which gross household income upon initial occupancy does not exceed the maximum income level for a Restricted Unit as specified in Section [2.1]. "**IFH**" means Interfaith Housing, Inc., a California non-profit corporation.

"**Indemnitees**" is defined in Section [2.6].

"**Lender**" means the financial institution providing the loan(s).

"**Leasehold Deed of Trust**" is defined in Recital F.

"LHTF" is defined as the Local Housing Trust Fund.

"**Loan**" is defined in Recital E.

"**Loan Agreement**" is defined in Recital B.

"**Marketing and Tenant Selection Plan**" is defined in Section 6.5.

"**SAHA**" means Satellite Affordable Housing Associates, a California nonprofit public benefit corporation, and Borrower's predecessor in interest.

"**Senior**" is defined as a person who is age 62 years or older.

"**Notes**" is defined in Recital F.

"**Rent Restricted"** is defined in Section [2.2.1].

"**Restricted Unit**" means a dwelling unit which is reserved for occupancy at an Affordable Rent by Eligible Households of specified household income levels as set forth in Sections 2.1 and 2.2.

"**TCAC**" means California Tax Credit Allocation Committee.

"**Tenant**" means the occupant of a Restricted Unit.

"Veteran" is defined as a member who is a Veteran of the U.S. military and meets VA health care eligibility requirements.

1.2 Exhibits. The following Exhibits are attached hereto and incorporated into this Agreement by this reference:

A Legal Description of Property

B Insurance Requirements

C Form of Annual Report

2. Use and Affordability Restrictions. Borrower hereby covenants and agrees, for itself and its successors and assigns, that the Property shall be used solely for the operation of a multifamily rental housing development for Seniors in compliance with the Loan Agreement, and the requirements set forth herein. Borrower 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 Borrower covenants that it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of City. The Borrower agrees to comply with affordability restrictions as published annually by the California Department of Housing and Community Development and not just the Federal Department of Housing and Urban Development exclusively.

2.1 Affordability and Occupancy Requirements of the City Restricted Units. Throughout the term of this Agreement (as defined in Section 4.1 below) Borrower agrees that: (i) not less than 16 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than twenty percent (20%) of AMI, (ii) not less than 9 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than thirty percent (30%) of AMI; (iii) 43 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than fifty percent (50%) of AMI, for a total of 68 of the residential units in the Project restricted to extremely low and very low income households; (iv) 10 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than sixty percent (60%) of AMI ("Restrictive Units); and (v) all other units, except for one (1) of the residential units in the Project which shall be a manager's unit for which rent will not be restricted, will be restricted by the TCAC restrictive covenant to be recorded when the units are placed-in-service by TCAC's definition ("TCAC Units"). The Restricted Units shall generally reflect the unit bedroom mix of all of the units in the Project. Maximum unit occupancy standards shall be established according to TCAC regulations or in the absence of such regulations shall be two persons per bedroom plus one additional person. A total of 78 units will be allocated to the Local Housing Trust Fund (LHTF).

Number of Targeted Low-Income Units	Percent of Area Median-Moderate Income (AMI) (20%-60%)	Percentage of Low-Income Units (before rounding down)

16	20%	20.51
9	30%	11.54
43	50%	55.13
10	60%	12.82

City has applied for and received an award of State LHTF to be used for the Development Loan for the Project and as a requirement of that program at least 30% of LHTF program funds and City's matching funds (demonstrated through the City's application to the State) must be allocated towards ELI Households (30% AMI or less); no more than 20% of program funds and matching funds may be allocated towards Moderate Income Households (Between 80% and 120% AMI), the remainder of program funds and matching funds may be allocated toward Lower Income Households (Between 30% to 80% AMI) The City's affordability restrictions described herein are intended to conform to the LHTF program requirements.

In the event that recertification of tenant incomes indicates that the number of Restricted Units actually occupied by Eligible Households falls below the number reserved for each income group as specified in this Section 2.1, Borrower shall rectify the condition by renting the next available dwelling unit(s) in the Project to Eligible Household(s) until the required income mix is achieved. A dwelling unit shall qualify as "**Rent Restricted**" if the gross rent charged for such unit does not exceed the Affordable Rent for the applicable household income category as set forth in Section [2.2].

Notwithstanding anything to the contrary contained in this Agreement, if other Project lenders, Project investors, or regulatory agencies restrict a greater number of units than restricted by this Agreement or require stricter household income eligibility or affordability requirements than those imposed hereby, the requirements of such other lenders, investors or regulatory agencies shall prevail, including without limitation, the rent and occupancy requirements imposed in connection with the use of project based vouchers or other rent subsidies.

2.1.1. Project Based Section 8 Units. To the extent allowed under the rules and regulations applicable to such program, Borrower agrees that Project Based Section 8 assistance received for the Project shall be prioritized to those Restricted Units serving the lowest income tenants in the Project. Notwithstanding any contrary provision of this Agreement, for units that are subsidized with Section 8 project-based vouchers, the rules and regulations applicable to such program shall prevail with respect to the setting of rents, implementation of occupancy requirements, and determination of gross household income.

2.1.3 Disabled Persons Occupancy.

a) Borrower shall cause the Project to be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair

Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

b) Borrower shall indemnify, protect, hold harmless and defend the City, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with the Accessibility Requirements. This obligation to indemnify survives termination of this Agreement, repayment of the City Loan and the reconveyance of the Deed of Trust.

2.1.4 Loss of Subsidy.

It is anticipated that certain Units in the Project (the "Subsidy Units") will receive Project-Based Section 8 or other rental subsidies (the "Rental Subsidy") throughout the Term, as reflected in the Financing Plan for the Project. If any change in federal law occurs, or any action (or inaction) by Congress or any federal or state agency occurs, which results in a material reduction, termination or nonrenewal of the Rental Subsidy through no fault of the Borrower, such that the Rental Subsidy shown on the Finance Plan for the Project approved by the City is no longer available, Borrower shall, in anticipation of such loss in Rental Subsidy, use good faith efforts for a period of ninety (90) days, to identify and obtain alternative sources of rental subsidies and shall provide the City progress reports on Borrower's efforts to identify and obtain alternative sources of rental subsidies. If at the end of such ninety (90) day period Borrower is unable to secure an alternate source of rental subsidy, notwithstanding Section 2.2, Borrower may increase the rent on one or more of the City Restricted Units that overlap with a Subsidy Unit, up to sixty percent (60%) of AMI ("TCAC Maximum Rent Limit"), subject to the following requirements:

a) Any such rent increase must be pursuant to a transition plan approved by the City showing how the rent increase will be implemented, and which Restricted Units will be subject to the increase, and, if applicable, be consistent with remedial measures set forth in California Code of Regulations Title 4, Division 17, Chapter 1, Section 10337(a)(3) or successor regulation applicable to California's Federal and State Low Income Housing Tax Credit Program;

b) At the time Borrower requests an increase in the Restricted Unit rent, Borrower shall provide the City with a copy of the proposed Annual Operating Budget showing the impact of the loss or reduction of the Rental Subsidy;

c) Any subsequent rent increases remain subject to Section [2.2] above; and,

d) The number of Restricted Units subject to the rent increase and the level of rent increase may not be greater than the amount required to ensure that the Project generates sufficient income to cover its operating costs and debt service as shown on the Annual Operating Budget, and as is necessary to maintain the financial stability of the Development.

e) Upon receipt of any alternative rental subsidies, Borrower shall reduce the rents on the Restricted Units back to the Affordable Rents set out in Section 2.1, to the extent that the alternative rental subsidies provide sufficient income to cover the operating costs and debt service of the Development as shown on the Annual Operating Budget.

2.1.5 Rent Increases on Foreclosure.

Notwithstanding this Section 2.1, in the event that a Senior Lender (as defined in the Loan Agreement) foreclosures on the Project (or receives a deed in lieu of foreclosure), the Rents on one or more of the Restricted Units may be increased up to the TCAC Maximum Rent Limit to maintain the financial feasibility of the Project, subject to the following requirements:

a) Any such rent increase must be pursuant to a transition plan approved by the City showing: (i) how the rent increase will be phased-in; (ii) which Restricted Units will be subject to the increase; and (iii) the operating income and expenses for the Project comparing the current rent structure to the proposed rent structure;
b) The number of Restricted Units subject to the rent increase and the level of rent increase may not be greater than the amount required to ensure that the Project generates sufficient income to cover its operating costs and debt service, and as is necessary to maintain the financial stability of the Development; and
c) The rent increase may occur only at the time of renewal of the term of the lease of an existing Tenant or the time of leasing a Restricted Unit to a new tenant. Any subsequent rent increases remain subject to Section 2.1 above.

2.2 Rents for Restricted Units; Unit Sizes. For all Restricted Units rents shall be limited to Affordable Rents for households of the applicable income limit and presumed household size in accordance with Section 2.1. In the event that TCAC no longer publishes the income and rent information that this Agreement contemplates that TCAC will publish, respectively, the City shall provide Borrower with other income and rent determinations which are reasonably similar with respect to methods of calculation to those previously published by TCAC, as applicable. Notwithstanding the foregoing, no tenant qualifying for a Restricted Unit shall be denied continued occupancy of a unit in the Project because, after admission, such tenant's household income increases to exceed the qualifying limit for such Restricted Unit. A household which at initial occupancy qualifies in a particular income category shall be treated as continuing to be of such income category so long as the household's gross income does not exceed one hundred forty percent (140%) of the applicable income limit. In the event the gross household income of a household that qualified at the applicable income limit at initial occupancy exceeds the applicable income limit for a unit, that unit will continue to be considered as satisfying the applicable income limit if the unit remains Rent-Restricted. In the event a tenant's household income exceeds the limits specified in this Section, Borrower shall apply the rules applicable to the Project pursuant to Section 42 of the Internal Revenue Code of 1986, as amended and the

federal Regulations applicable thereto. In the event of inconsistency between the provisions of this Section [2.2] and the rules applicable to the Project in connection with low-income housing tax credits, the rules applicable pursuant to such financing source shall prevail.

a) For the purpose of determining whether a household is an Eligible Household, gross household income shall be determined in accordance with TCAC regulations and federal regulations applicable to low-income housing tax credits.

b) Subject to Section 2.3(a), if, upon recertification of the income of a Tenant of a City-Assisted Unit, Borrower determines that a Tenant of a City-Assisted Unit has an Adjusted Income exceeding the maximum qualifying income for a 50% AMI Household, such Tenant shall be permitted to continue occupying the City-Assisted Unit and upon sixty (60) days written notice, the Rent may be increased to one-twelfth (1/12th) of thirty percent (30%) of the actual Adjusted Income of the Tenant, and Borrower shall rent the next available Unit of the appropriate size to a 20% AMI Household, a 30% AMI Household, a 40% AMI Household, or a 50% AMI Household, as applicable, at a Rent not exceeding the maximum Rent specified in Section 2.2, or designate another Unit in the Development with a 20% AMI Household as a 20% Unit, a 30% AMI Household as a 30% Unit, a 40% AMI Household as a 40% Unit, or a 50% AMI Household as a 50% Unit, as applicable, at a Rent not exceeding the maximum Rent specified in Section [2.2(a)].

c) Initial Rents are subject to City approval. Rents may not be increased more often than once every twelve (12) months and by no more than five percent (5%) per year. Borrower shall provide each Tenant with at least sixty (60) days written notice of any increase in Rent applicable to such Tenant.

2.3 Manager's Unit. One (1) dwelling unit in the Project may be used as resident manager's unit and shall be exempt from the occupancy and rent restrictions set forth in this Agreement.

2.4 No Condominium Conversion. Borrower shall not convert the Project to condominium or cooperative Borrowership or sell condominium or cooperative rights to the Project or any part thereof during the term of this Agreement.

2.5 Non-Discrimination; Compliance with Fair Housing Laws.

2.5.1 Selection of Tenants. In order to ensure that there is an adequate supply of affordable housing within the City of Livermore for senior residents to the extent permitted by law and consistent with the program regulations for funding sources used for development of the Project, applications will be selected pursuant to an equitable selection method, and in accordance with a City approved guideline. Notwithstanding the foregoing, in the event of a conflict between this provision and the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, the provisions of such Section 42 shall control. Lessee shall develop marketing policies or other rental policies and procedures approved by the City, as may be amended from time to time, to ensure that residents and people who qualify for the Project are provided adequate notice and opportunity to rent units in the Project.

2.5.2 Fair Housing. Borrower shall comply with state and federal fair housing laws in the marketing and rental of the units in the Project. Borrower shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

2.5.3 Non-Discrimination. Borrower shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Borrower covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Borrower or any person claiming under or through Borrower 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, of, or for the Property or part thereof. Borrower shall include such provision in all deeds, leases, contracts and other instruments executed by Borrower, and shall enforce the same diligently and in good faith.

All deeds, leases, and contracts pertaining to management of the Project, made or entered into by Borrower, its successors or assigns, as to any portion of the Property or the Improvements shall contain the following language:

(a) (1) In Deeds, the following language shall appear:

"Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee 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 herein conveyed. The foregoing covenant shall run with the land."

(b) (1) In Leases, the following language shall appear:

"The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status,

national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased."

(c) In Contracts pertaining to management of the Project, the following language, or substantially similar language prohibiting discrimination and segregation shall appear:

"There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land."

2.6 Relocation. Notwithstanding eviction, persons residing on the Property shall not be displaced before suitable replacement housing is available. Borrower shall ensure that all occupants of the Property receive all notices, benefits and assistance to which they are entitled. All costs incurred in connection with the temporary and/or permanent displacement and/or relocation of occupants of the Property, including without limitation payments to a relocation consultant, moving expenses, and payments for temporary and permanent relocation benefits pursuant to any applicable relocation laws shall be paid by Borrower, and City shall have no responsibility for payment therefor. Borrower shall be liable for any and all claims for applicable relocation benefits sought by any current, former or future tenant of the Project.

To the greatest extent permitted by law, Borrower shall indemnify, defend (with counsel approved by City) and hold the City and its elected and appointed officers, officials, employees, agents, consultants, contractors, representatives and designated volunteers (collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") arising from the breach of Borrower's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. Borrower's indemnification obligations set forth in this Section (i) shall survive the expiration or earlier termination of this Agreement, and (ii) shall not extend to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees. City does not and shall not waive any rights against Borrower that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Borrower, of any of the insurance policies described in this Agreement.

3. Tenant Income Certifications; Reporting Requirements; Access to Information; Inspections.

3.1 Tenant Income Certification. Borrower or Borrower's authorized agent shall obtain from each household prior to initial occupancy of each Restricted Unit, and on every anniversary thereafter, a written certificate containing all of the following in such format and with such supporting documentation as City may reasonably require:

(i) The identity of each household member; and

(ii) The total gross household income (as determined pursuant to Section [2.2].

Borrower shall retain such certificates for not less than five (5) years, and upon City's request, shall provide copies of such certificates to City and make the originals available for City inspection.

3.2 Annual Report; Inspections. Following completion of construction of the Project, by not later than April 1 of each year during the term of this Agreement, Borrower shall submit an annual report ("**Annual Report**") to the City in form satisfactory to City and attached at Exhibit C, together with a certification that the Project is in compliance with the requirements of this Agreement. Notwithstanding the Annual report requirements, Borrower shall submit to the City an initial lease up report containing the tenant certification and occupancy information described in this section. The Annual Report shall, at a minimum, include the following information for each dwelling unit in the Project: (i) unit number and name; (ii) number of bedrooms; (iii) current rent and other charges; (iv) move in date and dates of any vacancies during the previous year; (v) number of people residing in the unit; (vi) total gross household income of residents; (vii) documentation of source of household income; and (viii) the information required by Section 3.1.

Borrower shall include with the Annual Report, an income recertification for each household, documentation verifying tenant eligibility, and such additional information as City may reasonably request from time to time in order to demonstrate compliance with this Agreement. The Annual Report shall conform to the format requested by City; provided however, during such time that the Project is subject to a regulatory agreement restricting occupancy and/or rents pursuant to requirements imposed in connection with the use of state or federal low-income housing tax credits, Borrower may satisfy the requirements of this Section that pertain to tenant income certification and rents by providing City with a copy of compliance reports required in connection with such financing.

In addition to the information described above, the Annual Report shall include the following:

(i) A Project income and expense statement for the reporting period;

(ii) Proposed annual budget for the next fiscal year which sets forth Borrower's estimate of operating income, operating expenses and debt service for the year, amounts payable to reserves and proposed rent adjustments;

(iii) A report on management, maintenance and other issues anticipated to affect the current budget needs of the Project as well as the amount in the Project's reserve accounts and

the amount expected to be needed for major repairs or other needs during the new fiscal year;

(iv) Information on the status of the waiting list for units, including the number of households on the list and the number of persons qualifying for each of the City's selection preference categories on the list, and the number of applicants screened and denied on the waitlist;

(v) A financial audit of the books and records of the Project prepared in accordance with generally accepted auditing standards by an independent certified public accountant. City may require the audit to be accompanied by a supplemental report prepared in accordance with City's requirements; and

(vi) City may, from time to time request additional or different information, and Borrower shall promptly supply such information in the reports required hereunder.

3.3. Maintenance of Records.

3.3.1 Borrower shall maintain all records regarding the construction of the Project for five (5) years after final payment and all other pending matters are closed. Borrower shall also maintain tenant leases, income certifications and other matters related to the leasing of the affordable units for a period of five (5) years after the final date of occupancy by the tenant.

3.3.2 Records must be kept accurate and up-to-date. City shall notify Borrower of any records it deems insufficient. Borrower shall have thirty (30) calendar days from such notice to correct any specified deficiency in the records, or, if more than thirty (30) days shall be reasonably necessary to correct the deficiency, Borrower shall begin to correct the deficiency within thirty (30) days and diligently pursue the correction of the deficiency as soon as reasonably possible as determined by the City.

3.4 Access to Records; Inspections.

3.4.1 Borrower shall provide City and its authorized agents and representatives access to any books, documents, papers and records of the Project for the purpose of making audits, examinations, excerpts and transcriptions.

3.4.2 With 48-hours' prior written notice, during normal business hours and as often as may be deemed necessary, City and its authorized agents and representatives shall be permitted access to and the right to examine the Project and the Property and to interview tenants and employees of the Project, for the purpose of verifying compliance with applicable regulations and compliance with the conditions of this Agreement and the other City Documents.

4. Term of Agreement.

4.1 Term of Restrictions. This Agreement shall remain in effect until the fifty-five (55th) anniversary of recordation of this Agreement in the Official Records.

4.2 Effectiveness Succeeds Conveyance of Property and Repayment of Loan. This Agreement shall remain effective and fully binding for the full term hereof regardless of (i) any sale,

assignment, transfer, or conveyance of the Project or Borrower's fee interest in the Property, or any part thereof or interest therein, (ii) any payment, prepayment or extinguishment of the Loan, the Notes (iii) any reconveyance of the Deed of Trust.

4.3 Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the term.

5. Binding Upon Successors; Covenants to Run with the Land. Borrower hereby subjects its interest in the Property and the Project to the covenants and restrictions set forth in this Agreement. The City and Borrower 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 Borrower and City, regardless of any sale, assignment, conveyance or transfer of the Property, the Project or any part thereof or interest therein. Any successor-in-interest to Borrower, including without limitation any purchaser, transferee or lessee of the Property or the Project (other than the tenants of the individual dwelling units within the Project) 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 the Project 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, Borrower 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. Borrower 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 and the Project in favor of City. Notwithstanding anything to the contrary contained herein, the terms of this Section 5 shall be subject to the terms of any subordination agreement entered into by City in accordance with the terms of Section 7 hereof.

6. Property Management; Repair and Maintenance; Marketing.

6.1 Management Responsibilities. Borrower shall be responsible for all management functions with respect to the Property and the Project, 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. City shall have no responsibility for management or maintenance of the Property or the Project. Borrower shall submit its written management policies with respect to the Project (the "Management Plan") to the City for its review and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement. The Management Plan shall minimally include the following:

a) A parking management plan which details, among other things, how

parking spaces will be allocated assigned, and how parking will be managed to encourage tenants, services providers and guests to use parking in accordance with the plan;

b) Procedures for maintenance and management of the Project;

c) Procedures for dealing with tenant or neighborhood issues or concerns;

d) Procedures for maintaining a reserve account, budgeting for maintenance and repair needs as well as long-term rehabilitation needs, and handling net cash flow; and

e) Such other requirements and criteria/procedures as City may determine appropriate.

6.2 Management Entity and Replacement of Management Agent. City shall have the right to review and approve the qualifications of the management entity proposed by Borrower for the Project, and shall have the right to review and approve any agreement executed between Borrower and the management entity, which approval shall not be unreasonably withheld, conditioned or delayed. The contracting of management services to a management entity shall not relieve Borrower of its primary responsibility for proper performance of management duties. City hereby approves Satellite Affordable Housing Associates Property Management, as the initial management entity for the Project. Any subsequent management entity shall be subject to City review and approval, which shall not be unreasonably withheld, conditioned or delayed. Upon City determination and delivery of written notice to Borrower that Borrower has failed to operate the Project in accordance with this Agreement, subject to any applicable cure period and the approval of the Project lenders and equity investors, City may require Borrower to contract with a qualified management agent selected by City and approved by the Project lender and equity investor, to operate the Project, or to make such other arrangements as City deems necessary to ensure performance of the required functions. An on-site property management representative is required to reside on the property. If the on-site property management representative is not also the assigned property management staff for the Project, then the representative shall still be available to address resident issues and to serve as the point of contact for City business and the public after regular business hours at the Property.

6.3 Repair, Maintenance and Security. Throughout the term of this Agreement, Borrower shall at its own expense, maintain the Property and the Project 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, Borrower agrees to maintain the Project and the Property (including without limitation, the residential units, common areas, meeting rooms, landscaping, driveways, parking areas 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 or at the Project. Borrower shall prevent and/or rectify any physical deterioration of the Property and the Project and shall make all repairs, renewals and replacements necessary to keep the Property and the improvements located thereon in good condition and repair. Borrower shall provide adequate security measures for the Project, including without limitation, the installation of

adequate lighting and deadbolt locks.

Additionally, Borrower agrees to participate in the City's Crime Free Multi-Family Housing Program, which is designed to help Borrowers and managers of multi-family housing to prevent and reduce the incidence of crime occurring at multi-family housing properties. Borrower agrees Borrower or Borrower's property management designee(s) shall participate and become certified in the program, including ensuring implementation of the crime-free lease addendum for all tenants on the Property.

6.3.2 Additional Requirements. All construction work and professional services for the Project shall be performed by persons or entities licensed or otherwise authorized to perform the applicable work or service in the State of California and shall have a current City of Livermore business license if required under local law. To the extent allowed by state and federal laws, Borrower shall limit the installation of satellite dish, antenna and other such equipment to screened locations on the Property as approved by the City. Borrower shall diligently work to resolve complaints related to noise, parking, litter or other neighborhood concerns.

6.4 City's Right to Perform Maintenance. In the event that Borrower breaches any of the covenants contained in Section 6.3, and such default continues for a period of ten (10) days after written notice from City (with respect to graffiti, debris, and waste material) or thirty (30) days after written notice from City (with respect to landscaping, building improvements and general maintenance), then City, in addition to any other remedy it may have under this Agreement or at law or in equity, shall have the right, but not the obligation, to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and the landscaped areas on the Property. All costs expended by City in connection with the foregoing, shall constitute an indebtedness secured by the Deed of Trust, and shall be paid by Borrower to City upon demand. All such sums remaining unpaid thirty (30) days following delivery of City's invoice therefor shall bear interest at the lesser of 10% per annum or the highest rate permitted by applicable law.

6.5 Marketing and Tenant Selection Plan. Not later than ninety (90) days following commencement of construction work on the Project, Borrower shall submit for City review and approval, a plan for marketing and tenant selection for the Property ("**Marketing and Tenant Selection Plan**" or "**Plan**"). To the extent permitted by Applicable Laws, Borrower shall reasonably work with the City to incorporate the City's applicant selection preferences for Livermore residents and Veterans into the Plan for units which do not receive HUD 202, State HCD's No Place Like Home Funding, Alameda County A1 Bond or Livermore Housing Authority subsidies/funding. The Plan shall address in detail how Borrower plans to market the City Restricted Units to prospective Eligible Households in accordance with fair housing laws and this Agreement, Borrower's tenant selection criteria, and how Borrower plans to certify the eligibility of Eligible Households. The Plan shall include the proposed management agreement and the form of rental agreement that Borrower proposes to enter into with Project tenants. Borrower shall abide by the terms of the Marketing and Tenant Selection Plan in marketing, managing, and maintaining the Property and the Project, and throughout the term of this Agreement, shall submit proposed modifications to City for review and approval.

In addition to the foregoing, the Marketing and Tenant Selection Plan shall address the following:

(a) The actions to be taken by Borrower to affirmatively market units in compliance with fair housing laws and in compliance with City's policies and procedures, including the policies described in Section [2.5] above;

(b) Criteria for determining tenant eligibility, including certification of household income and size, age of household members or other qualifying criteria, and establishing reasonable occupancy standards (which shall not exceed standards established by state and federal fair housing laws and state housing and building codes), and procedures for screening prospective tenants, including obtaining credit reports, unlawful detainer reports, landlord references and criminal background investigations;

(c) A requirement that eligible tenants be selected based on order of application, selection preference, lottery or other reasonable method approved by City and incorporates a method of prioritizing and establishing a screening order for applications.

(d) A requirement that eligible applicants be notified of eligibility and, when possible, be provided an estimate regarding when a unit may be available;

(e) A requirement that ineligible applicants be notified of the reason for their ineligibility;

(f) Specific procedures through which applicants deemed to be ineligible may appeal this determination;

(g) Maintenance of a waiting list of eligible applicants, including specific procedures for screening Project Based Section 8 eligible applicants in coordination with the Housing Authority of the City of Livermore;

(h) Specific procedures for obtaining documentation regarding prospective tenants' incomes, as necessary, to certify that such income does not exceed income limits;

(i) Specific procedures for certification and recertification of household incomes and procedures for handling over-income tenants;

(j) A requirement that a written rental agreement (subject to City approval) be executed with each eligible household selected to occupy a unit.

6.6 Lease Provisions.

No later than four (4) months prior to the date construction of the Project is projected to be complete, Borrower shall submit to the City Borrower's proposed form of lease agreement for the City's review and approval. The form of lease must comply with all requirements of this Agreement, the other Loan Documents and must, among other matters:

1) Provide for termination of the lease and consent by the Tenant to immediate eviction for failure: (i) to provide any information required under this Agreement or reasonably

requested by Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Project in accordance with the standards set forth in this Agreement, or (ii) to qualify as a 20%, 30%, 50%, or 60% AMI household, as applicable, as a result of any material misrepresentation made by such Tenant with respect to the income computation.

2) Be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Borrower, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Borrower and the Tenant. Notwithstanding the above, any Rent increases shall be subject to the requirements of Section [2.3].

3) Include a provision which shall require a Tenant who is residing in a Restricted Unit made accessible pursuant to Section 5.11 of the Loan Agreement and who is not in need of an accessible unit to move to a non-accessible unit when a non-accessible unit becomes available and another Tenant or prospective Tenant is in need of an accessible unit.

4) Include any provisions necessary to comply with the requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113–4, 127 Stat. 54) applicable to HUD-funded programs.

5) Any termination of a lease or refusal to renew a lease for a Restricted Unit within the Development must be preceded by not less than sixty (60) days written notice to the Tenant by Borrower specifying the grounds for the action.

6) Include a detailed listing of reasonable rules of conduct and occupancy which shall be in writing, shall be consistent with federal and state law, and shall be provided to each tenant upon occupancy;

7) Include a requirement that there be no storage on balconies and patios and that tenants must keep all balconies, patios and other exterior areas neat, clean and clutter free, including no clotheslines or laundry.

6.7 Resident Services Plan and Budget.

a) No later than six (6) months prior to the projected date of the completion of the Project, Borrower shall submit to the City a plan for providing supportive services to the Tenants (the "Resident Services Plan") and a budget for providing those services (the "Resident Services Budget") for the initial year of operation of the Project. The Resident Services Plan must identify service provider(s) and staffing levels, and describe the services provided. The Resident Services Plan must include copies of contracts and/or memoranda of understanding for the provision of services by service providers, along with any annual compliance certifications. The Resident Services Budget must state the dollar value of the services, and the funding source(s) for the services (cash or in-kind).

b) Upon receipt by the City of the proposed Resident Services Plan and Resident Services Budget, the City shall promptly review the same and approve or disapprove it within fifteen (15) days, provided that such approval shall not be unreasonably denied. If the Resident

Services Plan and/or Resident Services Budget are not approved by the City, the City shall set forth in writing and notify Borrower of the City's reasons for withholding such approval, which may include a request by the City for a change in the nature or scope of resident services or a change in service provider. Borrower shall, within fifteen (15) days thereafter, submit a revised Resident Services Plan and/or Resident Services Budget for City approval in accordance with this subsection. If the City does not approve the revised Resident Service Plan, Borrower shall be in Default hereunder.

c) Borrower shall thereafter submit to the City annual updates to the Resident Services Plan and Resident Services Budget by October 1st of each year of operation of the Development, identifying any changes made to the previously approved Resident Services Plan and Resident Services Budget. Any revisions to the Resident Services Plan and Resident Services Budget shall be subject to the City's review and approval and the process for timing and review of such revisions shall be subject to the process identified in Section 6.7.

6.8 Approval of Amendments. If City has not responded to any submission of the Management and Tenant Selection Plan, the proposed management entity, the proposed management agreement, the Management Plan, the Resident Services Plan or Resident Service Budget or a proposed amendment or change to any of the foregoing within sixty (60) days following City's receipt of such plan, proposal, agreement or amendment, the plan, proposal, agreement, or amendment shall be deemed approved by City.

6.9 Fees, Taxes, and Other Levies. Borrower shall be responsible for payment of all fees, assessments, taxes, charges, liens and levies applicable to the Property or the Project, including without limitation possessory interest taxes, if applicable, imposed by any public entity, and shall pay such charges prior to delinquency. However, Borrower shall not be required to pay any such charge so long as (a) Borrower is contesting such charge in good faith and by appropriate proceedings, (b) Borrower maintains reserves adequate to pay any contested liabilities, and (c) on final determination of the proceeding or contest, Borrower immediately pays or discharges any decision or judgment rendered against it, together with all costs, charges and interest. The foregoing is not intended to impair Borrower's ability to apply for any applicable exemption from property taxes or other assessments and fees.

6.10 Insurance Coverage. Throughout the term of this Agreement Borrower shall comply with the insurance requirements set forth in Exhibit B, and shall, at Borrower's expense, maintain in full force and effect insurance coverage as specified in Exhibit B.

6.11 Property Damage or Destruction. If any part of the Project is damaged or destroyed, Borrower shall repair or restore the same, consistent with the occupancy and rent restriction requirements set forth in this Agreement. Such work shall be commenced as soon as reasonably practicable after the damage or loss occurs and shall be completed within one year thereafter or as soon as reasonably practicable, provided that insurance proceeds are available to be applied to such repairs or restoration within such period and the repair or restoration is financially feasible. During such time that lenders or low-income housing tax credit investors providing financing for the Project impose requirements that differ from the requirements of this Section the requirements of such lenders and investors shall prevail.

7. Recordation; Subordination. This Agreement shall be recorded in the Official Records of Alameda County. The City agrees that the City will not withhold consent to reasonable requests for subordination of this Agreement to deeds of trust provided for the benefit of lenders identified in the financing plan submitted to City for the Project, as such plan may be updated with City approval, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default, including without limitation, extended notice and cure rights.

8. Transfer and Encumbrance.

8.1 Restrictions on Transfer and Encumbrance. During the term of this Agreement, except as permitted pursuant to the Loan Agreement or this Agreement, Borrower shall not directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, "**Transfer**") of the whole or any part of the Property, the Project, or the improvements located on the Property, without the prior written consent of the City, which approval shall not be unreasonably withheld, conditioned or delayed. In addition, prior to the expiration of the term of this Agreement, except as expressly permitted by this Agreement or the Loan Agreement, Borrower shall not undergo any significant change of Borrowership without the prior written approval of City. For purposes of this Agreement, a "significant change of Borrowership" shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present Borrowership and /or control of Borrower, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor limited partner, nor the transfer by the investor limited partner to subsequent limited partners shall be restricted by this provision.

8.2 Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions set forth in this Article shall not be deemed to prevent: (i) the granting of temporary or permanent easements or permits to facilitate development of the Property; (ii) the dedication of any property required pursuant to this Agreement; (iii) the lease of individual residences to tenants for occupancy as their principal residence in accordance with the Regulatory Agreement; (iv) assignments creating security interests for the purpose of financing the acquisition, construction or permanent financing of the Project and subject to the requirements of Article IX, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest; (v) the admission of limited partners and any transfer of limited partnership interests in accordance with Borrower's agreement of limited partnership (the "**Partnership Agreement**"); (vi) the removal of Borrower's general partner by the investor limited partner for a default under the Partnership Agreement, provided that the replacement general partner is an entity reasonably satisfactory to City or is the investor limited partner or an affiliate of the investor limited partner that will serve as general partner for an interim period of no more than 180 days; or (vii) granting of a purchase option or right of first refusal and the exercise thereof resulting in a the transfer of the project or the limited partner's interest to a nonprofit entity that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, or to a limited liability company whose sole member is a nonprofit entity that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, provided such replacement general partner is reasonably satisfactory to City.

8.3 Requirements for Proposed Transfers. The City may, in the exercise of its sole but

reasonable discretion, consent to a proposed Transfer of this Agreement, the Property, the Improvements or part thereof if all of the following requirements are met (provided however, the requirements of this Section 8.4 shall not apply to Transfers described in clauses (i), (ii), (iii), (v), and (vii) of Section 8.3, and solely with respect to removal of the general partner by the investor limited partner for a default under the Partnership Agreement, clause (vi) of Section 8.3, provided that the provisions of this Section 8.4 shall apply to the selection of a replacement general partner in the event of a removal of the general partner in accordance with clause (vi) of Section 8.3):

(i) The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete and manage the Project and to otherwise fulfill the obligations undertaken by the Borrower under this Agreement.

(ii) The Borrower and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of all or any part of or interest in the Property, the Improvements or this Agreement together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request.

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Borrower under this Agreement and the other City Documents arising after the effective date of the Transfer and all obligations of Borrower arising prior to the effective date of the Transfer (unless Borrower expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Borrower's obligations pursuant to all conditions and restrictions set forth in the City Documents.

(iv) Except in the case of partnership interest Transfers, the Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records.

(v) The final form of the Partnership Agreement and any subsequent amendments that affect the City's economic interests under this Agreement or the City Documents shall be subject to City's review and approval. Amendments to the Partnership Agreement solely to effectuate Permitted Transfers shall not require the City's review and approval.

Consent to any proposed Transfer may be given by the City's Authorized Representative unless the City's Authorized Representative, in his or her discretion, refers the matter of approval to the City Council. If the City has not rejected a proposed Transfer, requested additional information regarding a proposed Transfer, or notified Borrower that City Council approval will be required in writing within sixty (60) days following City's receipt of written request by Borrower, the proposed Transfer shall be deemed approved provided that the provisions of this Section 8.4 shall apply to the selection of a replacement general partner in the event of a removal of the general partner in accordance with clause (vi) of Section 8.3 and replacement of the general partner with any entity other than the investor limited partner or any affiliate of the investor limited partner that will serve as general partner for an interim period of no more than 180 days).

8.4 Effect of Transfer without City Consent. In the absence of specific written agreement by the City, no Transfer of the Property or the Project shall be deemed to relieve the Borrower or any other party from any obligation under this Agreement. It shall be an Event of Default hereunder entitling City to pursue remedies including without limitation, acceleration of the Loan and/or foreclosure under the Deed of Trust if without the prior written approval of the City, Borrower assigns or Transfers this Agreement, the Improvements, or the Property in violation of Section 8. This Section 8.4 shall not apply to Transfers described in clauses (i), (ii), (iii), (iv), (v) and (vii) of Section 8.2. and solely with respect to the removal of the general partner by the investor limited partner for a default under the Partnership Agreement, clause (vi) of Section 8.2, provided that the provisions of this Section 8.3 shall apply to the selection of a replacement general partner in the event of a removal of the general partner in accordance with clause (vi) of Section 8.2.

8.5 Recovery of City Costs. Borrower shall reimburse City for all City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee within ten (10) days following City's delivery to Borrower of an invoice detailing such costs.

8.6 Encumbrances. Borrower agrees to use good faith commercially reasonable efforts to ensure that all deeds of trust or other security instruments and any applicable subordination agreement recorded against the Property, the Project or part thereof for the benefit of a lender other than City ("**Third-Party Lender**") shall contain each of the following provisions: (i) Third-Party Lender shall use its best efforts to provide to City a copy of any notice of default issued to Borrower concurrently with provision of such notice to Borrower; (ii) City shall have the reasonable right, but not the obligation, to cure any default by Borrower within the same period of time provided to Borrower for such cure extended by an additional ninety (90) days; (iii) provided that City has cured any default under Third-Party Lender's deed of trust and other loan documents, City shall have the right to foreclose the Deed of Trust, and take title to the Project without acceleration of Third-Party Lender's debt; and (iv) City shall have the right to transfer the Project without acceleration of Third-Party Lender's debt to a nonprofit corporation or other entity which shall own and operate the Project as an affordable rental housing Project, subject to the prior written consent of the Third-Party Lender. Borrower agrees to provide to City a copy of any notice of default Borrower receives from any Third-Party Lender within five (5) business days following Borrower's receipt thereof.

8.7 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 Project or the Property, and the purchaser at any trustee's sale or foreclosure sale 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. 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 Project or the Property that such violation has occurred.

9. Default and Remedies.

9.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

(i) The occurrence of a Transfer in violation of Section 8 hereof;

(ii) Borrower's failure to maintain insurance on the Property and the Project as required hereunder, and the failure of Borrower to cure such default within five (5) days;

(iii) Subject to Borrower's right to contest the following charges, Borrower's failure to pay taxes or assessments due on the Property or the Project or failure to pay any other charge that may result in a lien on the Property or the Project, and Borrower's failure to cure such default within thirty (30) days of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;

(iv) A default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

(v) A default arises under the Loan Agreement, the Notes, or the Deed of Trust, and remains uncured beyond the expiration of any applicable cure period;

(vi) Borrower's default in the performance of any term, provision or covenant under this Agreement (other than an obligation enumerated in this Section 9.1), and unless such provision specifies a shorter cure period for such default, the continuation of such default for ten (10) days in the event of a monetary default or thirty (30) days in the event of a non-monetary default following the date upon which City shall have given written notice of the default to Borrower, or if the nature of any such non-monetary default is such that it cannot be cured within thirty (30) days, Borrower's failure to commence to cure the default within thirty (30) days and thereafter prosecute the curing of such default with due diligence and in good faith, but in no event longer than ninety (90) days from receipt of the notice of default, unless City agrees to such longer period, in its reasonable discretion.

The limited partners of Borrower shall have the right to cure any default of Borrower hereunder upon the same terms and conditions afforded to Borrower; provided however, if the default is of such nature that the limited partners reasonably determine that it is necessary to replace the general partner of Borrower in order to cure such default, then the cure period shall be extended by an additional sixty (60) days after the removal and replacement of such general partner, provided that the limited partners have promptly commenced and diligently proceeded with all requisite actions to effect such removal and replacement. City shall provide a copy of any notice of default hereunder to the limited partners at the address set forth in Section 11.3 hereof, or to such other address provided to the City in writing, concurrently with the provision of such notice to Borrower.

9.2 Remedies. Upon the occurrence of an Event of Default and its continuation beyond any applicable cure period, City may proceed with any of the following remedies:

(i) 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;

(ii) Accelerate and declare the balance of the Notes and interest accrued thereon immediately due and payable and proceed with foreclosure under the Deed of Trust;

(iii) 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 Affordable Rent; and

(iv) Pursue any other remedy allowed under the City Documents or at law or in equity.

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. Indemnity. To the greatest extent permitted by law, Borrower shall indemnify, defend and hold the Indemnitees harmless from and against all Claims arising directly or indirectly, in whole or in part, as a result of or in connection with Borrower's construction, management, or operation of the Property and the Project or any failure to perform any obligation as and when required by this Agreement. Borrower's indemnification obligations under this Section 10 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement. City does not and shall not waive any rights against Borrower that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Borrower, of any of the insurance policies described in this Agreement.

10.1 Terms Applicable to Indemnity Provisions. The terms set forth in this Section 10.1 shall apply to all provisions of this Agreement that pertain to Borrower's obligations to indemnify City and the other Indemnitees, including without limitation, Sections 2.7 and 10. In connection with each such provision, all of the following shall apply:

(a) City does not and shall not waive any rights against Borrower that it may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Borrower, of any of the insurance policies described in this Agreement;

(b) Borrower's obligation to indemnify the Indemnitees shall not be limited or impaired by any of the following: (i) any amendment or modification of any City Document; (ii) any extensions of time for performance required by any City Document; (iii) any provision in any of the City Documents limiting City's recourse to property securing the Secured Obligations (as defined in the Deed of Trust, or limiting the personal liability of Borrower, or any other party for payment of all or any part of the indebtedness evidenced by the Notes; (iv) the accuracy or inaccuracy of any representation and warranty made by Borrower under this Agreement or by Borrower or any other party under any City Document, (v) the release of Borrower or any other

person, by City or by operation of law, from performance of any obligation under any City Document; (vi) the release or substitution in whole or in part of any security for repayment of the indebtedness evidenced by the Notes; and (vii) City's failure to properly perfect any lien or security interest given as security for repayment of the indebtedness evidenced by the Notes; and

(c) The obligations of Borrower to indemnify the Indemnitees shall survive any repayment or discharge of the indebtedness evidenced by the Notes, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of the Deed of Trust.

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 Borrower 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: (i) personal delivery, in which case notice is effective upon delivery; (ii) 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; or (iii) 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.

City: City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550
Attention: City Manager

Borrower: c/o Satellite Affordable Housing Associates
1835 Alcatraz Avenue
Berkeley, CA 94703
Attn: Eve Stewart, Senior Vice President of Real Estate Development

And

Interfaith Housing, Inc.
550 Hillcrest Avenue
Livermore, CA 94550
Attn: President

With a copy to:

Gubb & Barshay LLP
505 14th Street, Suite 450
Oakland, CA 94612
Attention: Erica Williams Orcharton

And a copy to Borrower's limited partner:

NEF Assignment Corporation
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606
Attention: General Counsel
Email: projectnotices@nefinc.org with subject line of SMT #83146; 83452

With a copy to:

NEF Assignment Corporation
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606
Attention: SVP Asset Management

And:

Bocarsly Emden Cowan Esmail & Arndt LLP
633 W. Fifth Street, Suite 5880
Los Angeles, California 90017
Attention: Rachel Rosner, Esq

11.4 Notice of Expiration of Term.

a) At least six (6) months prior to the expiration of the Term, Borrower shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the Term, (iii) a statement that a copy of such notice will be sent to the City, and (iv) a statement that a public hearing may be held by the City on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. Borrower shall also file a copy of the above-described notice with the City Manager.

b) In addition to the notice required above, Borrower shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a), which would include the City Manager) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to purchase the Development to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Development is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Development.

11.5 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.

11.6 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Borrower and City shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Borrower (except as expressly provided in this Agreement) or to any third party with respect to the Project. Borrower and its employees are not employees of City but rather are, and shall always be considered independent contractors. Furthermore, Borrower and its employees shall at no time pretend to be or hold themselves out as employees or agents of City. Except as City may specify in writing, Borrower shall not have any authority to act as an agent of City or to bind City to any obligation.

11.7 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's Authorized Representative or by any person who shall have been designated by the City's Authorized Representative, without further approval by the City Council.

11.8 Nonliability of City and City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Borrower 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 Borrower or its successor or for any obligation of City under this Agreement.

11.9 Headings; Construction; Statutory References. 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. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Livermore shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

11.10 Time is of the Essence. Time is of the essence in the performance of this Agreement.

11.11 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Alameda County, California or in the Federal District Court for the Northern District of California.

11.12 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.

11.13 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.

11.14 Entire Agreement; Exhibits. This Agreement, together with the Loan Agreement, the Notes, and the Deed of Trust, 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. Exhibits A through C, attached hereto are incorporated herein by this reference.

11.15 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.

11.16 Underwriting Standards. The City attests that the underwriting standards being utilized for this transaction are those that have been submitted and approved by the California Department of Housing and Community Development.

11.17 Special Provision. In the event that the Lender is no longer in operation, Borrower shall make all payments due to the California Department of Housing and Community Development.

SIGNATURES ON FOLLOWING PAGE(S).

IN WITNESS WHEREOF, the Parties have executed this Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants as of the date first written above.

CITY:

CITY OF LIVERMORE,
a California municipal corporation

By: _____

Print Name: Marianna A. Burch

Title: City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

_____
Deputy/Assistant/Senior Assistant/City Attorney

BORROWER:
Pac Avenue, L.P.,
a California limited partnership

By: Pac Avenue LLC,
a California limited liability company,
its general partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit corporation,
a member and the manager

By: _____
Eve Stewart,
Senior Vice President of Real Estate Development

SIGNATURES MUST BE NOTARIZED.

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)
) ss
County of _____)

On _____, before me, _____, Notary Public_____,
(Name of Notary)

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.

_____
(Notary Signature)

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A

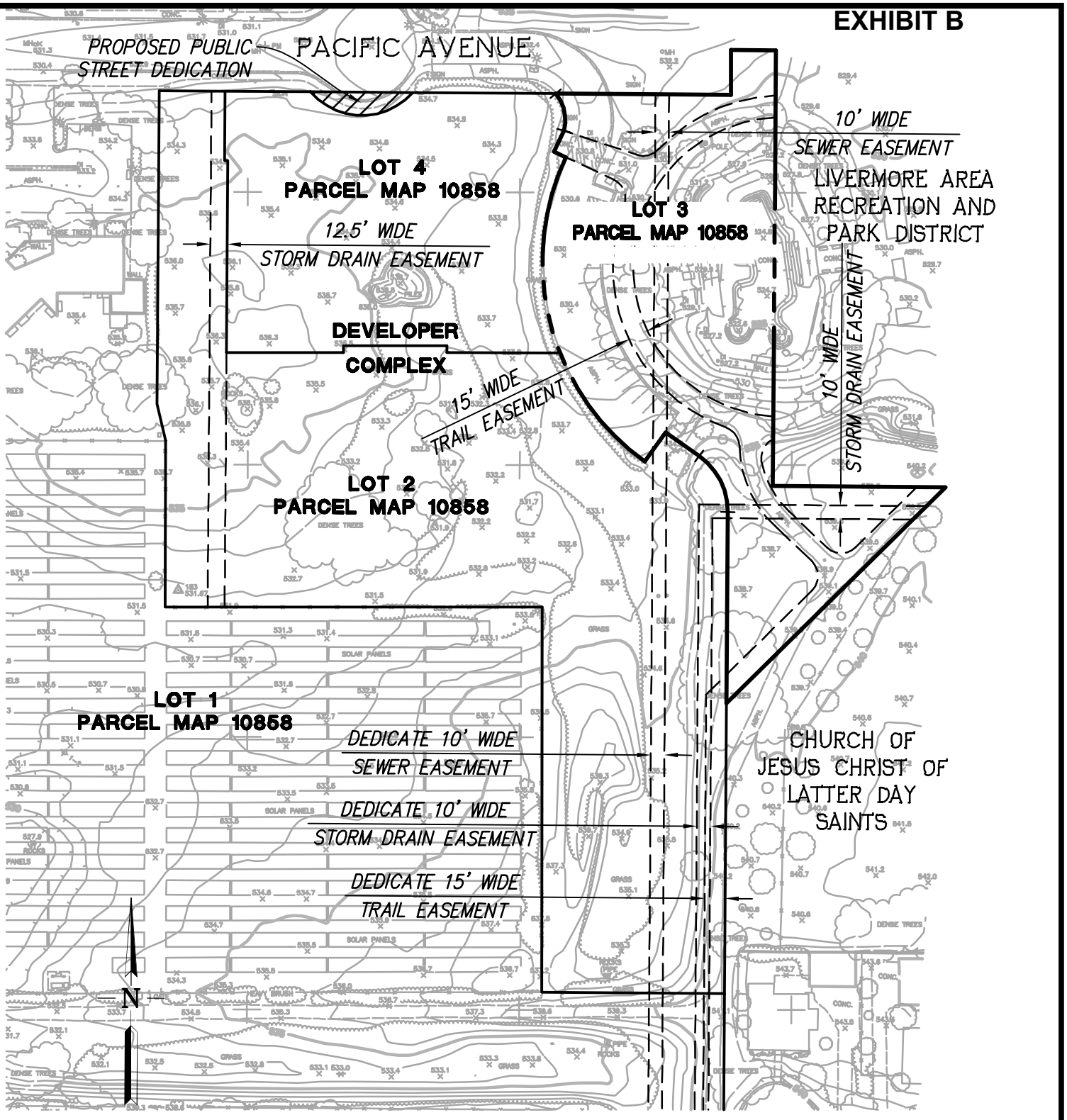
LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT REAL PROPERTY IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 2, OF PARCEL MAP 10858, FILED NOVEMBER 27, 2024, IN BOOK 360 OF PARCEL MAPS, AT PAGES 87, 88, and 89.

APN: a portion of 099-0950-008-02

EXHIBIT B



SHEET 2

PLAT - PROPERTY

CITY OF LIVERMORE, 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

SCALE:	DATE:	JOB NO.:
1" = 100'	3-21-2023	151084-T50

G:\JOB2015\151084 T50 PACIFIC AVE SENIOR CITIZEN\CAD FILES\00-EXHIBITS\EXHIBIT B - PREMISES.DWG 3/22/2023 11:22:22 AM WILL BARTALINI

Exhibit B

Insurance Requirements

CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT B

DATE (MM/DD/YYYY) 2/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 595 Market Street Suite 2100 San Francisco CA 94105 License#: 0D69293	**CONTACT NAME:** Annabel Korsgaard-Radutiu **PHONE (A/C, No, Ext):** 415-536-8041 **FAX (A/C, No):** 415-536-8499 **E-MAIL ADDRESS:** certrequests@ajg.com
INSURED Satellite Affordable Housing Associates 1835 Alcatraz Ave Berkeley, CA 94703 SATEHOU-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Insurance Company of the West — 27847 **INSURER B :** AXIS Surplus Insurance Company — 26620 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1738001887 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			P00100105638503	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WPL503985007	2/15/2025	2/15/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Liability coverage:

-$2,000,000 xs Primary GL
01/01/2025 - 01/01/2026
Carrier: AXIS Surplus Insurance Company
Policy #P00100105638503

-$3,000,000 xs $2,000,000
See Attached...

CERTIFICATE HOLDER

City of Livermore, its officers, officials, employees, or volunteers
1052 S. Livermore Avenue
Livermore CA 94550
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Justin Dore

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: SATEHOU-01 **EXHIBIT B**

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, LLC	Satellite Affordable Housing Associates 1835 Alcatraz Ave Berkeley, CA 94703
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

01/01/2025 - 01/01/2026
Carrier: Admiral Insurance Company
Policy # UX0000050702

-$5,000,000 xs $5,000,000
01/01/2025 - 01/01/2026
Carrier: Texas Insurance Company
Policy #JT124XANN0298202

Underlying Insurance:
General Liability Policy # 3406408225
Carrier: Lexington Insurance Company
01/01/2025 to 01/01/2026
$1,000,000 Each Occurrence
$1,000,000 Personal and Advertising Injury - any one person or organization
$1,000,000 Any One Fire
$2,000,000 General Aggregate
$2,000,000 Products Completed Operations Aggregate

30 days notice of cancellation except for nonpayment of premium which is 10 days notice.

RE: Pacific Ave project

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Exhibit C

Form of Annual Report

LIVERMORE CALIFORNIA

EXHIBIT C

EXHIBIT B

MULTI-FAMILY RENTAL PROJECT ANNUAL REPORT

Property Conditions

Property Name & Address	
Person Completing Report	
Date	
Report Period	

List any physical defects or major repair work undertaken within the reporting period:
Comments on any general management/performance issues within the reporting period:

Compliance with Required Number of Restricted Units

Total number of Restricted Units which are currently occupied (or reserved and available for occupancy):	
Number of vacant Restricted Units at the time of this report:	
I hereby certify that these units in the quantity listed above have been continuously designated as units for occupancy by Eligible Households during the reporting period:	
Name of Project Owner or Authorized Agent Title	

Compliance with Rent Limits

List below the current monthly rents of the Restricted Units as well as the prior rents (if increases were made during the report period). Complete attached Restricted Unit occupancy table.

Plan	Number of Bedrooms	Current Rent	Prior Rent	% Increase	Additional Fees Charged	Utility Allowance (if applicable) or Amount of Tenant Paid Utilities
I hereby certify that the rents for all Restricted Units did not exceed the levels authorized under the Regulatory Agreement/restrictive covenants with the City of Livermore during the reporting period:						
Name of Project Owner or Authorized Agent Title						

LIVERMORE
CALIFORNIA

MULTI-FAMILY RENTAL PROJECT ANNUAL REPORT

Restricted Unit Occupancy Information

Unit #	Bdrms	Unit Income Level	Tenant Last Name/Identifier	Move-In Date	# in Household	Reported Annual Income	Effective Date of Current Rent	Tenant Paid Rent	Section 8? (Y/N)	Homeless Unit? (Y/N)

GROUND LEASE

by and between

City of Livermore, as Lessor

and

Pac Avenue, L.P., as Lessee

Dated as of _____, 2025

Pacific Avenue Senior Apartments Phase 1

TABLE OF CONTENTS

PAGE

ARTICLE 1. DEFINITIONS 1

Section 1.1 Definitions 1

Section 1.2 Exhibits 8

ARTICLE 2. LEASE OF THE LAND 8

Section 2.1 Lease of Land 8

Section 2.2 Term 8

Section 2.3 Use 8

Section 2.4 Possession 9

Section 2.5 Memorandum of Lease 9

Section 2.6 As-Is Conveyance 9

Section 2.7 Lesse to Rely on Own Experts 9

ARTICLE 3. THE IMPROVEMENTS 10

Section 3.1 Construction 10

Section 3.2 Liens 10

Section 3.3 Permits, Licenses and Easements 11

Section 3.4 Title to Improvements 11

Section 3.5 Benefits of Improvement During Term 12

ARTICLE 4. RENTS 12

Section 4.1 Ground Rent 13

Section 4.2 Payments 13

Section 4.3 Determination of Market Rate Rent 13

ARTICLE 5. TAXES AND OTHER IMPOSITIONS; UTILITIES 13

Section 5.1 Payment of Impositions 13

Section 5.2 Lessor's Estate 13

Section 5.3 Contested Taxes and Other Impositions 14

Section 5.4 Valuation Assessment/Property Tax Exemption 14

Section 5.5 Failure to Pay Impositions 14

Section 5.6 Utilities 14

ARTICLE 6. INSURANCE 15

Section 6.1 Required Insurance Coverage 15

Section 6.2 Insurance Policies and Premiums 16

Section 6.3 Proceeds of Insurance 17

Section 6.4 Limitation of Liability 17
ARTICLE 7. MAINTENANCE, ALTERATIONS, REPAIRS AND REPLACEMENTS 17
Section 7.1 Maintenance of Leased Premises; Landscaping 17
Section 7.2 Landscaping Maintenance 18
Section 7.3 Alterations to Leased Premises 18
Section 7.4 Indemnifications 19
ARTICLE 8. MORTGAGE LOANS 19
Section 8.1 Intentionally Omitted 19
Section 8.2 Liens and Encumbrances Against the Leasehold Estate 19
Section 8.3 Cost of Approved Loans to be Paid by Tenant 23
Section 8.4 Proceeds of Approved Loans 24
Section 8.5 Notice and Right to Cure Defaults Under Approved Loans 24
Section 8.6 Rights of Investor 24
Section 8.7 Right to Pay Taxes and Leasehold 24
ARTICLE 9. REPRESENTATIONS, WARRANTIES AND COVENANTS 24
Section 9.1 Representations, Warranties and Covenants of Lessor 24
Section 9.2 Representations, Warranties and Covenants of Lessee 26
Section 9.3 Hazardous Materials 26
Section 9.4 Relocation Obligations and Indemnity 26
Section 9.5 Hazardous Materials Indemnification 27
Section 9.6 Prevailing Wage Requirements 27
Section 9.7 Compliance with Laws 28
Section 9.8 Affordability and Use Restrictions 28
Section 9.9 Selection of Tenants 32
Section 9.10 Reporting Requirements; Access to Information; Inspections 33
Section 9.11 Non-Discrimination; Compliance with Fair Housing Laws 34
Section 9.12 Fair Housing 34
Section 9.13 Management Entity and Replacement of Management Agent 34
ARTICLE 10. EMINENT DOMAIN 35
Section 10.1 Termination of Lease 35
Section 10.2 Continuation of Lease and Presumption of Restoration 35

Section 10.3 Temporary Taking 35
Section 10.4 Appointment of Award 35
Section 10.5 Joinder 37
Section 10.6 City Reservation of Rights 37
ARTICLE 11. DAMAGE OR DESTRUCTION 37
Section 11.1 Damage or Destruction to Leased Premises 37
Section 11.2 Damage or Destruction Near End of Term 38
Section 11.3 Distribution of Insurance Proceeds 38
Section 11.4 Insurance Requirements 38
ARTICLE 12. EVENTS OF DEFAULT 39
Section 12.1 Events of Default 39
Section 12.2 Rights and Remedies 40
Section 12.3 Default by Lessor 42
Section 12.4 Notices 42
ARTICLE 13. QUIET ENJOYMENT AND POSSESSION; INSPECTIONS 42
Section 13.1 Quiet Enjoyment 42
Section 13.2 Lessor's Right of Inspection 42
ARTICLE 14. VACATION OF LEASED PREMISES 43
Section 14.1 Vacation Upon Termination 43
Section 14.2 Surrender 43
ARTICLE 15. NON-MERGER 43
Section 15.1 Non-Merger 43
ARTICLE 16. TRANSFERS 43
Section 16.1 Permitted Transfer by Lessee 43
ARTICLE 17. MISCELLANEOUS PROVISIONS 44
Section 17.1 Consents 45
Section 17.2 Enforced Delay; Extension of Times of Performance 45
Section 17.3 Interpretation 45
Section 17.4 Entire Agreement: Modifications 45
Section 17.5 Governing Law 45
Section 17.6 Binding Effect 46
Section 17.7 Severability 46

Section 17.8 Further Assurances 46
Section 17.9 Authority to Execute Agreement 46
Section 17.10 Lease Administration and Approvals 46
Section 17.11 Captions 46
Section 17.12 Gender 46
Section 17.13 Exhibits 46
Section 17.14 References 46
Section 17.15 Cumulative 47
Section 17.16 Notices 47
Section 17.17 Counterparts 48
Section 17.18 Time of Essence 48
Section 17.19 Attorneys' Fees 48
Section 17.20 No Third-Party Beneficiaries 48
Section 17.21 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship 48
Section 17.22 Holding Over 48
Section 17.23 End of Term Transfer of Improvements and Leasehold Estate 48

Exhibit A: Legal Description of the Leased Premises
Exhibit B: Site Map of the Leased Premises
Exhibit C: Memorandum of Lease
Exhibit D: Financing Plan
Exhibit E: Estoppel Certificate
Exhibit F: Addendum Section 202
Exhibit G: Schedule of Related Documents

GROUND LEASE
(Phase 1 of Pacific Avenue Development Project)

This Ground Lease (the "Lease") is entered into as of _____, 2025 (the "Commencement Date"), by and between City of Livermore, a California municipal corporation ("Lessor") and Pac Avenue, L.P., a California limited partnership ("Lessee").

RECITALS

A. Satellite Affordable Housing Associates, Inc., a California nonprofit public benefit corporation ("Satellite Affordable Housing Associates"), entered into that certain Disposition, Development and Loan Agreement for Pacific Senior Development Project dated September 16, 2021, with Lessor, and the City of Livermore, a public body corporate and politic (the **"City**"), as amended by that certain First Amendment to Disposition, Development and Loan Agreement dated December 13, 2022, (collectively, the "DDLA"). Under the DDLA, the City agreed to ground lease the property on Parcel Map No. 10858, in Book 360, Pages 87-89 of Map, Parcel 2 (the "**Land**") to Lessee for ninety-nine (99) years or such longer term as required by lenders and investors, and Lessee has agreed to develop and operate thereon seventy-nine (79) residential dwelling units and related interior and exterior improvements, including but not limited to, a rental office and a community center (the "Improvements").

B. Lessor desires to lease the Land to Lessee for a period of ninety-nine (99) years pursuant to the terms of this Lease.

C. Capitalized terms which are referred to and utilized throughout this Lease are defined in Article 1 of this Lease.

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

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. For the purposes of this Lease, the following defined terms shall have the meanings ascribed thereto in this Article 1:

(a) Additional Rent: is any amount in addition to Rent and is due and payable within 30 days of invoice from Lessor.

(b) Adjusted for Family Size Appropriate for the Unit: shall be determined consistent with Section 50052.5(h) of the California Health and Safety Code, subject to the application of federal rules and regulations applicable to Project financing sources, including Section 42(g)(2) of the Internal Revenue Code of 1986 as amended (or successor provision).

(c) Affordable Housing Loan Agreement: is the legal contract between the City and Pac Avenue, L.P. that establishes the agreed loan conditions for Phase 1 of the Pacific Avenue Project, as listed in Exhibit "G" hereto.

(d) Affordable Rent(s): means the following amounts, less a utility allowance and other fees and charges required to be paid by tenants of the Project on a non-optional basis which have been approved by the City (i) for units that are restricted for rental to households with incomes of not more than twenty percent (20%) of AMI ("**20% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of thirty percent (30%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit (ii) for units that are restricted for rental to households with incomes of not more than thirty percent (30%) of AMI ("**30% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of thirty percent (30%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit; (iii) for units that are restricted for rental to households with incomes of not more than fifty percent (50%) of AMI (**"50% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of fifty percent (50%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit; and (iv) for units that are restricted for rental to households with incomes of not more than sixty percent (60%) of AMI ("**60% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of sixty percent (60%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit. Rents shall be limited to no greater than the TCAC published rents for the aforementioned income categories.

(e) Affordability Term: A term of fifty-eight (58) years following the date of recording of this Lease in the Official Records of the County of Alameda.

(f) AMI: See definition of Area Median Income.

(g) Applicable Laws: are defined in Section 9.7.

(h) Area Median Income or AMI: means the median income for Alameda County, California, adjusted for actual household size, as determined in accordance with TCAC regulations.

(i) Approved Loans: All loans, including without limitation, the City A&R Predevelopment Loan, the City Development Loan, the County Loan, the AHP Loan, HUD 202 Loan, as listed in Exhibit G, and the Senior Loan as defined in the Affordable Housing Loan Agreement, obtained from time to time by Lessee for the construction and permanent financing of the Improvements in compliance with the Financing Plan attached hereto as Exhibit D, as such Financing Plan may be revised from time to time by written consent of the Parties, and the refinancing of any such loan provided that the new loan does not exceed the greater of (i) the outstanding principal balance of the original loan, and (ii) eighty percent (80%) the value of the Improvements as determined by an appraisal conducted at Lessee's expense by an MAI appraiser selected by the lender and approved by Lessor. The Financing Plan cannot be amended to remove a reference to an Approved Loan unless that Loan has been repaid in full.

(j) Casualty: As defined in Article 11 hereof.

(k) City: The City of Livermore, California.

(l) City Loan: means that certain City A&R Predevelopment loan from City to be assumed by Lessee and that certain City Development Loan to be provided by City to Lessee pursuant to the terms set forth in that certain Affordable Housing Loan Agreement, listed in Exhibit G, between City and Lessee, to assist the Lessee with predevelopment and construction costs of the Project.

(m) Claims: means collectively: claims, demands, investigations, actions, causes of action, suits, judicial or administrative proceedings, damages, losses, liabilities, costs, expenses (including without limitation reasonable attorneys' fees), damages, penalties, deficiencies, fines, orders, charges, judgments, awards, liens, remedial action requirements, and enforcement actions of any kind.

(n) Construction Plans: means all construction documents upon which Lessee and Lessee's contractors shall rely in developing the Land and constructing the Project (including landscaping, parking, common and public areas) and shall include, without limitation, final architectural drawings, the site development plan, landscaping, exterior lighting and signage plans and specifications, materials specifications, final elevations, and building plans and specifications.

(o) County: The County of Alameda, California.

(p) County Loan: means collectively, that certain construction/permanent loan of Measure A1 funds to be provided by County to Lessee in the principal amount of $6,234,012.

(q) Commencement Date: The date set forth in the first paragraph of this Lease.

(r) DDLA: As defined in Recital A.

(s) Eligible Household: A household for which gross household income upon initial occupancy does not exceed the maximum income level as specified in Section 9.8 and which includes at least one member who is age 62 or older or other qualifying resident pursuant to California Civil Code Section 51.3.

(t) Environmental Laws: All federal, state or local statutes, ordinances, rules, regulations, orders, decrees, judgments or common law doctrines, and provisions and conditions of permits, licenses and other operating authorizations regulating, or relating to, or imposing liability or standards of conduct concerning (i) pollution or protection of the environment, including natural resources; (ii) exposure of persons, including employees and agents, to Hazardous Materials or other products, raw materials, chemicals or other substances; (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities; (iv) the manufacture, use or introduction into commerce of Hazardous Materials, including without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal; or (iv) the use, release or disposal of Hazardous Materials or the remediation of air, surface waters, groundwaters or soil, as now or may at any later time be in effect, together with any regulations promulgated thereunder.

(u) Environmental Report: means the Phase 1 Environmental Site Assessment dated June 2021, prepared by Geocon Consultants, listed in Exhibit G.

(v) Event of Default: As described in Article 12 of this Lease.

(w) Financing Plan: the plan attached hereto as Exhibit D which among other things describes the sources and uses for construction and permanent financing for the Project.

(x) Governmental Authorities: Any applicable federal, State or local governmental or quasi-governmental entities, subdivisions, agencies, authorities or instrumentalities having jurisdiction over the Leased Premises, the Improvements, Lessor or Lessee.

(y) Hazardous Materials: Any chemical, material or substance now or hereafter defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, extremely hazardous waste, restricted hazardous waste, toxic substances, pollutant or contaminant, imminently hazardous chemical substance or mixture, hazardous air pollutant, toxic pollutant, or words of similar import under any local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto applicable to the Leased Premises, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. 5101, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.; and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901, et seq. ("RCRA"). The term Hazardous Materials shall also include any of the following: any and all toxic or hazardous substances, materials or wastes listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and in any and all amendments thereto; oil, petroleum, petroleum products (including, without limitation, crude oil or any fraction thereof), asbestos and asbestos-containing materials, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, not otherwise designated as a hazardous substance under CERCLA; any substance which is toxic, explosive, corrosive, reactive, flammable, infectious or radioactive (including any source, special nuclear or by product material as defined at 42 U.S.C. 2011, et seq.), carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority; asbestos in any form; urea formaldehyde foam insulation; transformers or other equipment which contain dielectric fluid containing levels of polychlorinated byphenyls; radon gas; or any other chemical, material or substance (i) which poses a hazard to the Leased Premises, to adjacent properties, or to persons on or about the Leased Premises, (ii) which causes the Leased Premises to be in violation of any of the aforementioned laws or regulations, or (iii) the presence of which on or in the Leased Premises requires investigation, reporting or remediation under any such laws or regulations.

(z) Impositions: All taxes, assessments, water and sewer charges, charges for public utilities, excises, levies, license and permit fees and other charges that shall or may be assessed, levied or imposed during the Term by any Governmental Authorities upon the Leased Premises or any part thereof, including the buildings or improvements now or hereafter located thereon, including without limitation, possessory interest taxes. "Impositions" shall not include

any income tax, capital levy, estate, succession, inheritance, or similar taxes of Lessor. Except for a tax, assessment, or charge resulting from Lessee's use of the Leased Premises pursuant to this Lease, "Impositions" shall not include any franchise tax imposed upon any owner of the fee of the Leased Premises, or any income, profits or revenue tax, assessment or charge imposed upon the rent or other benefit received by Lessor under this Lease by any Governmental Authorities.

(aa) Improvements: The senior affordable rental housing development comprised of seventy nine (79) residential dwelling units to be developed on the Land, all of which, other than one (1) Management Unit, will be restricted for occupancy by Eligible Households at Affordable Rents, including, without limitation the following: community space, parking, tenant related space and related ancillary facilities, together with any and all replacements or substitutions therefor or modifications thereto, in accordance with all approvals and conditions for use by the City for the Leased Premises. The Improvements are also referred to in this Lease as "**Phase 1**" or the "**Project**".

(bb) Indemnitees: Lessor and its elected and appointed officials, officers, directors, employees, agents, contractors, representatives and designated volunteers.

(cc) Insurance Requirements: The requirements, whether now or hereafter in force, of any insurer or insurance carrier, any board of fire underwriters or any other company, bureau, organization or entity performing the same or similar functions, applicable to the Leased Premises and/or the Improvements, or any portion thereof, to the extent so applicable.

(dd) Investor: The low-income housing tax credit investor that will provide equity to the Project and all permitted successors and assigns.

(ee) Land: As defined in Recital A above.

(ff) Lease Year: A calendar year.

(gg) Leased Premises: The Land, together with all and singular rights, easements, licenses, privileges and appurtenances thereunto attaching or in any way belonging thereto.

(hh) Leasehold Mortgage: Any mortgage, deed of trust, security agreement or collateral assignment pursuant to an Approved Loan encumbering Lessee's Estate as a leasehold mortgage lien.

(ii) Legal Requirements: All laws, statutes, codes, ordinances, orders, rules, regulations and requirements of all Governmental Authorities and the appropriate agencies, officers, departments, boards and commissions thereof, whether now or hereafter in force applicable to Lessor, Lessee, the Leased Premises, the Improvements, or any portion thereof, to the extent so applicable.

(jj) Lender: The holder, mortgagee, grantee or secured party under any Leasehold Mortgage.

(kk) Lessee's Estate or Leasehold Estate: During the Term of this Lease, Lessee's leasehold interest in the Land and Lessee's fee ownership interest in the Improvements, subject to Lessor's reversionary interest in the Improvements pursuant to this Lease.

(ll) Lessor's Estate: Lessor's fee estate in the Land and reversionary interest in the Improvements pursuant to this Lease.

(mm) Loan Agreement: means the Affordable Housing Loan Agreement executed by City and Lessor, executed concurrently herewith, which evidences the City Loan.

(nn) Loan Documents: All documents executed by Lessee evidencing or securing an Approved Loan.

(oo) Management Agent: The Person designated from time to time as "Management Agent" of all or any portion of the Improvements under any management agreement entered into from time to time with Lessee. The initial Management Agent will be Satellite Affordable Housing Associates Property Management Corporation.

(pp) Market Rate Rent: shall be the fair market rental value as reasonably determined by Lessor.

(qq) Net Condemnation Award: The net amounts owed or paid to the Parties or to which either of the Parties may be or become entitled by reason of any Taking or pursuant to any agreement with any condemning authority which has been made in settlement of any proceeding relating to a Taking, less any costs and expenses incurred by the Parties in collecting such award or payment.

(rr) Partnership: The limited partnership that is the Lessee.

(ss) Party: Lessor or Lessee, as applicable. Lessor and Lessee shall be referred to collectively as the "**Parties**".

(tt) Permitted Encumbrances: Permitted title encumbrances as defined in Section 9.1(a).

(uu) Person: An individual, partnership, corporation, public benefit corporation, trust, unincorporated association, or other entity or association.

(vv) Phase 1 of the Project: Improvements will be developed on Parcel 2 of Parcel Map 10858 ("Phase 1"), as described in Exhibit A, and will consist of approximately seventy-nine (79) units in a mix of one- and two-bedroom units and one manager's unit.

(ww) Phase 2 of the Project: Improvements will be developed on Parcel 4 of Parcel Map 10858 ("Phase 2"), and will consist of approximately sixty-one (61) units in a mix of one- and two-bedroom units.

(xx) Regulatory Agreement: That certain Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants to be executed by Lessor and Lessee, as a condition of the Loan Agreement.

(yy) Rent(s): As described in Section 4.1 hereof.

(zz) Rent Restricted: As described in Section 9.8 hereof.

(aaa) Restricted Unit(s): As described in Section 9.8 hereof.

(bbb) Senior Lender: means First-Citizens Bank & Trust Company.

(ccc) Senior Leasehold Mortgage: means that certain Construction Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing executed by Lessee for the benefit of Senior Lender, dated _____as it may be amended from time to time, listed in Exhibit G. The Senior Leasehold Mortgage is the Leasehold Mortgage with a first position lien and security interest on the Leasehold Estate.

(ddd) Senior Loan: means that certain construction loan in the amount of $30,223,785.00_ made by Senior Lender to Lessee pursuant to the terms of the Senior Loan Documents.

(eee) Senior Loan Documents: means those certain loan documents evidencing and/or securing the Senior Loan (including, without limitation, the Senior Leasehold Mortgage), listed in Exhibit G, as they may be amended from time to time.

(fff) Taking: A taking during the Term hereof of all or any part of the Leased Premises and/or the Improvements, or any interest therein or right accruing thereto, as a result of the exercise of the right of condemnation or eminent domain materially affecting the Leased Premises or any part thereof. A conveyance in lieu of or in anticipation of the exercise of any such right of condemnation or eminent domain shall be considered a Taking. Any such Taking shall be deemed to have occurred upon the earlier to occur of (a) the date on which the property, right or interest so taken must be surrendered to the condemning authority, or (b) the date title vested in a condemning authority or other party pursuant to any Taking.

(ggg) Tax Credit Eligible Household: A household that is eligible to rent and occupy a qualified low-income dwelling unit under Section 42 of the Internal Revenue Code and applicable TCAC and State of California Legal Requirements relating to low-income housing tax credits including but not limited to California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4, and 23610.5 and California Health and Safety Code Section 50199, *et seq*.

(hhh) Tax Credit Restrictive Covenant: The agreement with TCAC to be executed by Lessee and properly recorded against the Lessee's Estate in the land records of the County, setting forth certain terms and conditions under which seventy-nine (79) of the residential units in the Improvements will be operated.

(iii) TCAC: means the California Tax Credit Allocation Committee.

(jjj) Tenant(s): Any tenant, sublessee or licensee of Lessee under any Tenant Lease(s).

(kkk) Tenant Lease(s): Any lease or license agreement entered into by Lessee with residents of the residential units to be developed on the Land.

(lll) Term: The period of time described in Section 2.2 hereof.

(mmm)Transfer: Any sale, assignment, transfer, conveyance, lease, sublease, encumbrance, mortgage, or hypothecation, in any manner or form or any agreement to do any of the foregoing.

Section 1.2 Exhibits. The Exhibits referred to in this Lease and attached hereto are:

Exhibit A:	Legal Description of the Land
Exhibit B:	Site Map of the Land
Exhibit C:	Memorandum of Lease
Exhibit D:	Financing Plan
Exhibit E:	Estoppel Certificate
Exhibit F:	Addendum Section 202
Exhibit G:	Schedule of Related Documents

ARTICLE 1.
LEASE OF THE LAND

Section 1.1 Lease of Land. Subject to the terms hereof and in consideration of the covenants of payment and performance stipulated herein, Lessor leases the Land to Lessee, and in consideration thereof, Lessee takes, hires and leases the Land from the Lessor, pursuant to the terms of this Lease.

Section 1.2 Term. Unless sooner terminated pursuant to the provisions hereof, this Lease shall continue in full force and effect for a term ("Term"), commencing on the Commencement Date and expiring on midnight the day immediately preceding the ninety-ninth year (99th) anniversary from the Commencement Date.

Section 1.3 Use. Subject to the provisions hereof, Lessee shall use the Leased Premises for the construction and operation of the Project, which includes the construction, development and operation of the Improvements on the Land in accordance with the restrictions and requirements set forth in Article 3 hereof. Further, Lessee agrees:

(a) not to use the Leased Premises or permit the Leased Premises to be used for any disorderly or unlawful purpose, and not to commit or permit to be committed any unlawful conduct on the Leased Premises;

(b) to use reasonable efforts to prevent any Tenant from committing or maintaining any nuisance or unlawful conduct on or about the Leased Premises;

(c) to use reasonable efforts to prevent any action by any Tenant that would cause Lessee to violate this Lease;

(d) to take reasonable action, if necessary, to abate any action by any Tenant that violates, or that would cause Lessee to violate this Lease or any law or regulation; and

(e) subject to the laws of the State of California and the rights of Tenants, to permit Lessor and its agents to inspect the Leased Premises or any part thereof at any reasonable time during the Term.

Section 1.4 Possession. Lessor agrees to and shall provide possession of the Leased Premises to Lessee, free and clear of all rights to possession or use by any tenants or other individuals or entities other than Lessee (except as disclosed to Lessee or apparent from Lessee's inspection), and free and clear of any encumbrances (except for Permitted Encumbrances) except as expressly approved by Lessee and Senior Lender in writing. Lessee hereby approves the Regulatory Agreement and encumbrances associated with the City Loan, the State's Tax Credit Allocation Committee (TCAC), the County Loan, the Senior Loan, Section 202 funding from HUD, No Place Like Home funding from the State and all other financing for the project.

Section 1.5 Memorandum of Lease. The Parties shall execute and acknowledge a memorandum of ground lease, substantially in the form attached hereto as Exhibit C, which shall be recorded at Lessee's expense.

Section 1.6 AS-IS Conveyance. Lessee specifically acknowledges that Lessor is leasing the Leased Premises to Lessee on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis and that except as may be expressly stated in this Lease, Lessee is not relying on any representations or warranties of any kind whatsoever, express or implied, from Lessor as to any matters concerning the Leased Premises, including without limitation: (i) the quality, nature, adequacy and physical condition of the Leased Premises, including, but not limited to, appurtenances, access, landscaping, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Leased Premises, (iv) the development potential of the Leased Premises, and the Leased Premises' use, merchantability, or fitness, suitability, value or adequacy of the Leased Premises for any particular purpose, (v) the zoning or other legal status of the Leased Premises or any other public or private restrictions on use of the Leased Premises, (vi) the compliance of the Leased Premises or its operation with any Environmental Laws, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the presence or removal of Hazardous Material, substances or wastes on, under or about the Leased Premises or the adjoining or neighboring property; (viii) the quality of any labor and materials used in any improvements on the Leased Premises, or (ix) the condition of title to the Leased Premises.

Section 1.7 Lessee to Rely on Own Experts. Lessee understands that notwithstanding the delivery by Lessor to Lessee of any documents or disclosures, including, without limitation,

third party reports, Lessee has relied and will rely entirely on Lessee's own experts and consultants and its own independent investigation in proceeding with the leasing of the Leased Premises.

ARTICLE 2.
THE IMPROVEMENTS

Section 2.1 Construction. Lessee shall cause the Improvements to be constructed in substantial compliance with the Construction Plans approved by City and the terms and conditions of the land use permits and approvals and building permits, including any variances granted for the Improvements to be approved by Lessor, within twenty-four (24) months from the execution of this Lease. Any and all Improvements constructed by or on behalf of Lessee shall be constructed in a good and workerlike manner, in compliance with all applicable Legal Requirements. Except as may be specified in the documents evidencing the City Loan and any City financing for the Project that may be approved by the City in its sole discretion, Lessee shall bear the entire and sole cost of planning, designing, engineering, financing, constructing, supervising, and inspecting the Improvements, including all fees and mitigation measures. Lessee shall provide plans and as-built drawings to City.

Section 2.2 Liens. Lessee shall not have any right, authority or power to bind Lessor, Lessor's Estate, or any interest of Lessor in the Land or the Leased Premises, for any claim for labor or material, or for any other charge or expense, lien or security interest incurred in connection with Lessee's use of the Land, or the development, construction or operation of the Improvements, or any change, alteration or addition thereto. Lessee shall have the right to encumber Lessee's Estate with security instruments required in connection with the Approved Loans, which Approved Loans shall not require the Lessor's consent, and with utility easements and other customary easements necessary and incidental to the development, construction and operation of the Improvements, provided that such easements are subject to the approval of Lessor, which shall not be unreasonably withheld, conditioned or delayed. One year prior to the termination of the Lease, the Lessee shall provide the City notice of all easements on the property and the City shall have the sole right to determine whether the easement shall be removed from the property or continue to remain with the land. Lessee shall provide to the City all documents the City determines in its sole discretion are necessary to (1) evaluate said easements and (2) either remove from or continue said easements on the Leased Premises.

The Lessee shall not create or permit or suffer to be created or to remain upon the Lessor's Estate or any interest of Lessor in the Land or the Leased Premises, or upon the Leased Premises, or any part thereof, and will discharge, any lien (except as permitted in the preceding paragraph and/or Section 2.4 hereof), including, but not limited to, the liens of mechanics, laborers, materialmen, suppliers or vendors for work or materials alleged to be done or furnished in connection with the Leased Premises or the Project, or any part thereof. Except as permitted in the preceding paragraph and/or Section 2.4 hereof, if any claim of lien is filed against the Lessor's Estate or any interest of Lessor in the Land or the Leased Premises, or a stop notice is served on any other lender or other third party in connection with the Leased Premises or the Improvements, or upon the Leased Premises, or any part thereof, then the Lessee shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop

notice, effect the release of such lien or stop notice by delivering to the Lessor a surety bond in sufficient form and amount, or provide the Lessor with other assurance satisfactory to the Lessor that the claim of lien or stop notice will be paid or discharged. If the Lessee fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Lease, then in addition to any other right or remedy, the Lessor may (but shall be under no obligation to) following not less than 10 business days' written notice to Lessee, discharge such lien, encumbrance, charge, or claim at the Lessee's expense. Any expense incurred by Lessor pursuant to this Section shall be immediately due and payable by Lessee to Lessor as Additional Rent under this Lease within thirty (30) days of invoice from Lessor. The Lessee shall have the right to contest in good faith and by appropriate legal proceedings the validity or amount of any mechanics', laborers', materialmen's, suppliers' or vendors' lien or claimed lien; provided that the Lessee shall utilize all reasonable means (including the posting of adequate security for payment) to protect the Leasehold Estate, the Lessor's Estate and any other interest of Lessor in the Land or the Leased Premises against foreclosure. In addition to any other indemnities provided in this Lease, Lessee shall indemnify, protect, defend (with counsel of Lessor's choosing), and hold harmless the Indemnitees from any and all alleged or actual Claims arising by reason of or in connection with a contractor's lien or work, stop notice, labor, services, or materials supplied or claimed to have been supplied to Lessee or anyone holding the Leased Premises or the Improvements, or any part thereof, through or under Lessee.

Nothing in this Lease shall be construed as constituting the consent of the Lessor, expressed or implied, to the performance of any labor or the furnishing of any materials or any specific improvements, alterations of or repairs to the Leased Premises or the Project, or any part thereof, by any contractor, subcontractor, laborer or materialman, nor as giving the Lessee or any other person any right, power or authority to act as agent of or to contract for, or permit the rendering of, any services or the furnishing of any materials in such manner as would give rise to the filing of mechanics' liens or other claims against the Lessor's Estate or any other interest of Lessor in the Land or the Leased Premises. The Lessor shall have the right at all reasonable times to post and keep posted on the Leased Premises any notices which the Lessor may deem necessary for the protection of the Lessor and of Lessor's Estate or any other interest of Lessor in the Land or the Leased Premises from mechanics' liens or other claims. In addition, but subject to the paragraph above, the Lessee shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons doing any work or furnishing any materials or supplies to the Lessee, or any of its respective contractors or subcontractors in connection with the Leased Premises and the Project. The provisions of this Section shall survive the expiration or termination of this Lease.

Section 2.3 Permits, Licenses and Easements. Lessor shall not unlawfully obstruct or impede Lessee from seeking any and all permits, licenses, easements and other authorizations required by any Governmental Authority with respect to any construction or other work to be performed on the Leased Premises and, Lessor will not unlawfully obstruct or impede Lessee from obtaining as applicable, all permits, licenses, easements and other governmental authorizations that are necessary or helpful for electric, telephone, gas, cable television, water, sewer, drainage, access and such other public or private utilities or facilities as may be reasonably necessary or desirable in connection with the construction or operation of the Improvements. Payment of all fees, costs and expenses associated with any of the foregoing, including, without limitation, utility

connection fees and ongoing service fees, shall be the responsibility of Lessee, and Lessor shall have no responsibility to pay any such fees, costs or expenses.

Section 2.4 Title to Improvements.

(a) During the Term. Lessor hereby grants to Lessee, without warranty express or implied, any right, title, or interest that Lessor may have in the Improvements now or hereafter located on the Leased Premises. Notwithstanding any provision in this Lease to the contrary, the Improvements and all alterations, additions, equipment, and fixtures built, made or installed by Lessee in, on, under or to the Leased Premises or Improvements shall be the sole property of Lessee until the expiration of the Term or other termination of this Lease; provided, however, that Lessee shall have no right to destroy, demolish or remove the Improvements except as specifically provided for in this Lease or as approved in writing by Lessor. It is the intent of the parties hereto that this Lease shall create a constructive notice of severance of the Improvements from the Leased Premises without the necessity of a deed from Lessor after the Improvements have been constructed. Notwithstanding the foregoing, Lessee shall be permitted to demolish any improvements located on the Leased Premises as of the Commencement Date, provided that all work related to such demolition is performed in compliance with all Legal Requirements, including without limitation, all Environmental Laws.

(b) After the Term. Upon the expiration of the Term or other termination of the Lease, the Improvements and all alterations, additions, equipment and fixtures shall be deemed to be and shall automatically become the property of Lessor, without cost or charge to Lessor. Lessor agrees that Lessee, at any time prior to the expiration or other termination of this Lease, may remove from the Leased Premises any and all equipment which Lessee has furnished for maintenance purposes or for the use of the Management Agent, provided that Lessee shall repair any physical damage to the Leased Premises caused by the removal of such equipment and property. Lessee agrees to execute, at the request of Lessor at the end of the Term, a confirmatory quitclaim deed of the Improvements to Lessor to be recorded at Lessor's option and expense and any other documents that may be reasonably required by Lessor or Lessor's title company to provide Lessor title to the Leased Premises and the Improvements free and clear of all monetary liens and monetary encumbrances not caused or agreed to by Lessor. Without limiting the foregoing, upon the expiration or sooner termination of this Lease, Lessee shall deliver the Leased Premises and the Improvements to Lessor free of all monetary liens and encumbrances unless otherwise consented to in writing by Lessor. Any equipment or other personal property not removed from the Leased Premises by the expiration of the Term shall become the property of Lessor, and Lessor shall have the right to dispose of such equipment and property in the manner of Lessor's choosing. Lessee expressly waives the protections in Sections 1980-1993.09 of the California Civil Code, amended from time to time, as applicable. Lessee shall require Tenant Leases to include a waiver of the protections in Sections 1980-1992 of the California Civil Code, as amended from time to time, so long as there is no legal prohibition against a waiver of these provisions for residential tenancies.

Section 2.5 Benefits of Improvement During Term. Lessor acknowledges and agrees that any and all depreciation, amortization and tax credits for federal or state tax purposes relating to the Improvements located on the Leased Premises and any and all additions thereto,

substitutions therefor, fixtures therein and other property relating thereto shall be deducted or credited exclusively by Lessee during the Term.

ARTICLE 3.
RENTS

Section 3.1 Ground Rent. For each Lease Year during the Term during which rent charged to residential Tenants is restricted by a regulatory agreement recorded for the benefit of TCAC or another governmental agency that imposes rent restrictions that are more stringent than those set forth in Section 9.8 of this Lease ("Affordability Restrictions"), annual rent shall be paid by the Lessee to the Lessor in advance on or before the first calendar day of March each year ("Rent") in the nominal amount of $1.00 per Lease Year or partial Lease Year. If at any time during the Term, rent charged to residential Tenants is no longer restricted by Affordability Restrictions that are more stringent than those set forth in Section 9.8, then commencing upon the expiration of such restrictions, Lessee shall pay annual Rent in an amount equal to Market Rate Rent as determined in accordance with Section 4.3, commencing with the first month following the date the Affordability Restrictions no longer encumber the Improvements, in advance for each succeeding (or partial) year remaining in the Term.

Section 3.2 Payments. All Rent, Additional Rent, and other sums, if any, due to Lessor hereunder shall be paid by Lessee to Lessor at the address of Lessor set forth hereinafter for notices, or to such other person and/or at such other address as Lessor may direct by written notice to Lessee, without notice or demand, and without abatement, deduction or set off. Additional Rent or other sums shall be due and owing to Lessor within thirty (30) days of Lessor's demand to Lessee.

Section 4.3 Determination of Market Rate Rent. Market Rate Rent shall be the fair market rental value as reasonably determined by Lessor; provided however, if Lessee reasonably and in good faith disputes Lessor's determination of Market Rate Rent, then Market Rate Rent shall be determined by appraisal by an independent real estate appraiser with an MAI certificate or the equivalent mutually selected by Lessor and Lessee. If Lessor and Lessee cannot agree upon an appraiser, then each of Lessor and Lessee shall select, within fifteen (15) days following their inability to agree upon an appraiser, an MAI appraiser who has no less than ten (10) years of experience valuing residential apartment projects in Alameda County, California. If a party fails to select an appraiser within such fifteen (15) day period, then such party shall have irrevocably waived its right to select an appraiser. The two appraisers shall determine the Market Rate Rent. If the two appraisers are unable to agree upon the Market Rate Rent, then Market Rate Rent shall be the average of both determinations; provided however if the determinations of the two appraisers differ by ten (10%) or more, a third appraiser shall be selected jointly by the two appraisers, and the average of the highest two appraisals shall be used to determine the Market Rate Rent.

ARTICLE 4.
TAXES AND OTHER IMPOSITIONS; UTILITIES

Section 4.1 Payment of Impositions. As and when the same shall become due, Lessee will pay all of the Impositions, except that if any Imposition that Lessee is obligated to pay in whole or in part is permitted by law to be paid in installments, Lessee may pay or cause to be paid such Imposition (or its proportionate part thereof) in installments as and when such installments become due. Upon the written request of Lessor, Lessee shall provide to Lessor evidence satisfactory to Lessor of payment of all Impositions. During the first and last years of the Term, all Impositions shall become payable during each calendar, fiscal, tax or Lease Year, as applicable, shall be ratably adjusted on a per diem basis between Lessor and Lessee in accordance with the respective portions of such calendar, fiscal, tax, assessment or Lease Year during the Term. If any special assessments are payable in installments, Lessee shall pay only those installments that are due and payable during the Term.

Section 4.2 Lessor's Estate.

Notwithstanding anything contained in this Lease to the contrary, any and all Impositions for taxes and assessments charged against the value of Lessor's Estate shall be the responsibility and obligation of Lessor. Notwithstanding any contrary provision of this Lease, Lessee shall be responsible for payment of any possessory interest taxes payable in connection with this Lease and the Leasehold Estate.

Section 4.3 Contested Taxes and Other Impositions.

(a) Lessee, in its own name or in the name of Lessor if prior written consent of Lessor is obtained by Lessee, may contest the validity or amount of any Imposition relating to all or any portion of the Leased Premises, in which event the payment thereof, if authorized by applicable law, may be deferred during the pendency of such contest, if diligently prosecuted in good faith. If applicable law is silent on or expressly disallows deferring payment pending the contest of validity, Lessee shall timely pay any Imposition that is subject to dispute under protest, reserving any and all rights for repayment from the applicable taxing entity if resolution of such contest results in a decision or judgment in Lessee's favor.

(b) Intentionally omitted.

Section 4.4 Valuation Assessment/Property Tax Exemption.

If applicable, Lessee may attempt to obtain a lowering of the assessed valuation of the Leased Premises for any year or obtain a property tax exemption for the purpose of reducing taxes thereon. In such event, upon Lessee's request, Lessor may use reasonable efforts to assist Lessee in such endeavor; provided, however, that Lessor shall incur no liability or otherwise be construed as being in default under this Lease for any assistance (or limitation of assistance) provided to Lessee pursuant to this Section.

Section 4.5 Failure to Pay Impositions. If Lessee shall fail to pay any Impositions before the same become delinquent, except if Lessee is in good faith contesting such Impositions pursuant to Section 5.3 hereof, Lessor, at its sole election, may pay such Impositions (but shall not be obligated to pay same), together with any interest and penalties due thereon, and the amount so paid by Lessor shall be repayable to Lessor by Lessee, with an additional interest payment payable to Lessor in an amount of 10% of the total payment (including interest and

payments) paid by Lessor for the Imposition, or the maximum amount of interest allowable pursuant to law, whichever is less, within thirty (30) days as Additional Rent hereunder.

Section 4.6 Utilities. Lessee shall pay all charges for all utilities used, rendered or supplied upon or in connection with the Improvements and the operation or construction thereof including, but not limited to, all charges for gas, electricity, light, heat or power, all telephone and other communications services, all water and sewer service charges, and all sanitation fees or charges (all of the foregoing, collectively "Utility Charges") levied or charged against the Leased Premises during the Term; provided, however, that Lessee shall have no responsibility hereunder for the payment of Utility Charges for utilities supplied by the respective providers directly to Tenants for such Tenants' use in connection with the occupancy of their respective residential units unless otherwise provided in the applicable Tenant Lease. Notwithstanding any contrary provision of this Lease, Lessor shall have no responsibility for payment of any Utility Charges. There are existing public utilities located at Pacific Avenue. It will be the Lessee's responsibility to extend services to serve their development.

ARTICLE 5.
INSURANCE

Section 5.1 Required Insurance Coverage. Standard "All Risk" Casualty and Fire and Extended Coverage Endorsement. Lessee shall during the Lease Term keep the Leased Premises insured against loss or damage by a standard all risk policy, excluding earthquake risks, in amounts such that the proceeds of such insurance shall not be less than the full replacement value of the Leased Premises unless otherwise consented to in writing by City's Risk Manager.

(a) Liability Insurance. During the Lease Term, Lessee shall keep in full force and effect a policy or policies of comprehensive general liability insurance against liability for bodily injury to or death of any person arising out of an occurrence on or about the Leased Premises. The limits of such insurance shall be not less than Three Million Dollars ($3,000,000) combined single limit each occurrence, Six Million Dollars ($6,000,000) annual aggregate, including coverage for bodily injury, property damage, hired and non-owned automobile liability, products, completed operations and contractual liability coverage.

(b) Workers' Compensation Insurance. Lessee shall require all contractors performing work on the Leased Premises to carry workers' compensation insurance covering all persons employed in connection with the Leased Premises or the Improvements and with respect to whom death, bodily injury, or sickness insurance claims could be asserted against Lessor and/or Lessee. Lessee shall furnish or cause to be furnished to Lessor evidence satisfactory to Lessor that Lessee (if Lessee has any employees), and any contractor that has contracted for the performance of work on the Leased Premises, or otherwise pursuant to this Lease carries statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars ($1,000,000) per accident.

(c) Commercial Property Insurance. During the Lease Term, Lessee shall maintain property insurance coverage to cover full replacement value, to include improvements, and shall be written on an all-risk basis. The policy will also include a provision that protects the

location and the Lessor's interest if the Property is vacant and/or unoccupied for more than thirty (30) days. The policy must also include a business interruption provision to cover loan payments for twelve (12) to twenty-four (24) months if the property is damaged and cannot be sold or occupied.

(d) Builders' Risk Insurance. Upon commencement of construction and continuing until issuance of a certificate of occupancy, or equivalent for the Improvements, Lessee and all contractors working on behalf of Lessee shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming Lessor as loss payee as its interests may appear. During the course of any alteration, construction or reconstruction, the cost of which exceeds Two Hundred Fifty Thousand Dollars ($250,000), Lessee shall require any contractor to provide builders' risk insurance for the full insurable cost of the work and liability insurance in an amount not less than One Million Dollars ($1,000,000) combined single limit for bodily injury or property damage insuring the interests of Lessor, Lessee and any contractors and subcontractors.

(c) Pollution Legal Liability Insurance. During the course of construction, Lessee shall maintain Pollution Legal Liability Insurance with a combined single limit of $1,000,000 for each pollution incident, $2,000,000 aggregate, and with coverage to include legal liability arising from the sudden and accidental release of pollutants, and no less than a three-year extended reporting period. Also, this coverage is to include non-owned disposal coverage.

Section 5.2 Insurance Policies and Premiums.

(a) All liability policies required by this Lease shall be written on an occurrence basis, and shall name the Indemnitees as additional insureds.

(b) All policies of insurance shall include an endorsement that provides that notice of any change or cancellation of said policy must be made in writing and sent to Lessee and Lessor at their respective principal offices at least thirty (30) days before the effective date of change or cancellation.

(c) Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII.

(d) If any insurance policy or coverage required hereunder is canceled or reduced, Lessee shall, within fifteen (15) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with Lessor a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, Lessor may, with notice and at its option, procure such insurance coverage at Lessee's expense, and Lessee shall promptly reimburse Lessor for such expense upon receipt of billing from Lessor.

(e) The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Coverage provided by Lessee shall

be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by Lessor, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the Lessor. Lessee shall furnish the required certificates and endorsements to Lessor prior to the commencement of rehabilitation or construction work on the Project and shall provide Lessor with certified copies of the required insurance policies upon request of Lessor.

(e) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by City's Risk Manager. At the option of and upon request by City's Risk Manager, if it is determined that such deductibles or retentions are unreasonably high, the insurer shall reduce or eliminate such deductibles or self-insurance retentions or Lessee shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(f) Adjustments. The limits of the liability coverage and, if necessary, the terms and conditions of insurance, shall be reasonably adjusted from time to time (not less than every five (5) years after the Commencement Date nor more than once in every three (3) year period) to address changes in circumstances, including, but not limited to, changes in the purchasing power of the dollar and the litigation climate in California, provided that such adjustments are consistent with generally prevailing requirements for residential multi-family developments similar to the Project and located in the San Francisco/Alameda County area. Within thirty (30) days following Lessor's delivery of written notice of any such adjustments, Lessee shall provide Lessor with amended or new insurance certificates and endorsements evidencing compliance with such adjustments.

(g) Additional Insured. For all liability insurance required by this Agreement, Lessee (and Lessee's contractors, as applicable) shall obtain endorsements that name the Indemnitees as additional insured in the full amount of all applicable policies, notwithstanding any lesser minimum limits specified in this Agreement. This Agreement requires Lessee (and Lessee's contractors) to obtain and provide for the benefit of the Indemnitees, additional insured coverage in the same amount of insurance carried by Lessee (or Lessee's contractors, as applicable), but in no event less than the minimum amounts specified in this Agreement. In the event that Lessee (or Lessee's contractors as applicable) obtain insurance policies that provide liability coverage in excess of the amounts specified in this Agreement, the actual limits provided by such policies shall be deemed to be the amounts required under this Agreement. Without limiting the foregoing, the limits of liability coverage specified in this Agreement are not intended, nor shall they operate, to limit City's ability to recover amounts in excess of such minimum amounts.

Section 6.3 Proceeds of Insurance.

For so long as any Leasehold Mortgage on the Leased Premises is outstanding: All fire and standard risk or extended coverage (casualty) insurance proceeds shall be applied to the payment of the costs of repairing or rebuilding that part of the Leased Premises damaged or destroyed if (i) Lessee agrees in writing within ninety (90) days after payment of the proceeds of insurance that such repair or rebuilding is economically feasible, and (ii) each Lender permits

such repair or rebuilding, provided that the extent of the Lessee's obligation to restore the Leased Premises shall be limited to the amount of the insurance proceeds.

If the Improvements are not repaired or rebuilt, all such proceeds shall be applied in a manner consistent with the terms of the Leasehold Mortgages.

In the event that no Leasehold Mortgage is outstanding, all insurance proceeds received under the policies set forth in this Article 6 shall be paid to Lessee, provided that Lessee agrees that it shall apply such proceeds for reconstruction or repair of the Improvements unless such repair or reconstruction is not economically feasible.

To the extent any of the above provisions are inconsistent with the provisions of any of the Loan Documents, the Loan Documents shall be controlling.

Section 6.4 Limitation of Liability.

In addition to any other indemnities provided in this Lease, to the fullest extend permitted by law, Lessee shall indemnify, protect, defend (with counsel selected by or otherwise acceptable to Lessor), and hold harmless the Indemnitees from and against any and all Claims of every nature arising out of or in connection with, attributable to or otherwise occasioned, in whole or in part, by any act or omission of Lessee or Lessee's officials, officers, directors, employees, agents, contractors, servants, volunteers, tenants, assignees, licensees, or invitees, arising from or relating to (i) breach of Lessee's representations and warranties, (ii) the construction of the Improvements or operation of the Leased Premises; (iii) the use, occupation, improvement, or maintenance of the Leased Premises or any work or activity in or about the Premises by Lessee or its assignees or Tenants or their respective authorized representatives, licensees, or invites; (iv) any activity, condition, or occurrence in or about the Leased Premises; (v) the filing or potential filing of any liens against the Leased Premises in connection with any work done or caused to be done by lessee or its assignees or Tenants; (vi) any breach or failure to perform any obligation imposed on Lessee under this Lease; or (vii) any other actor omission of Lessee or its officials, officers, directors, employees, agents, contractors, servants, volunteers, Tenants, assignees, licensees, or invitees, except to the extent any such Claim is cause by the sole active gross negligence or willful misconduct of the Indemnitees.

(a) The provisions of this Section 6.4 and other indemnities provided in this Lease shall survive the expiration or termination of this Lease. The Lessee's obligations to hold harmless, indemnify, and defend shall not be excused because of Lessee's inability to evaluate Claims or because Lessee evaluates Claims and determines that Lessee is not liable to claimant. The obligations in this Section 6.4 and other indemnities provided in this Lease shall not in any way be limited by the minimum insurance obligations contained in this Lease. Lessee must respond within 30 days to the tender of any claim for defense and indemnity by the City.

(b) Modification for Construction Contracts. To the extent this Lease is a "construction contract" covered by California Civil Code section 2782, then Lessee's duty to indemnify, as specified in this Section 6.4 and other indemnities in this Lease, shall not apply in a manner prohibited by California Civil Code section 2782.

(c) Modification for Design Professional Services. To the extent this Lease is construed as an agreement for "design professional services" defined in California Civil Code section 2782.8, then Lessee's duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless Section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e).

ARTICLE 7
MAINTENANCE, ALTERATIONS, REPAIRS AND REPLACEMENTS

Section 7.1 Maintenance of Leased Premises; Landscaping. During the Term, at Lessee's sole cost and expense, Lessee shall keep and maintain the Leased Premises, all Improvements hereafter developed, and all appurtenances thereunto belonging, in good and safe order, condition and repair. All such maintenance and repair shall conform to and comply with all Legal Requirements affecting the Leased Premises.

Section 7.2 Landscaping Maintenance.

(a) The provisions of this Section 7.1.1 Care intended to satisfy, with respect to the Leased Premises, Condition No. 66 of the Conditions of Approval approved by the City of Livermore in connection with its approval of Planned Unit Development for File No. PUD-101.

(b) Lessee, at no expense to the Lessor and in compliance with all laws and regulations, shall maintain in healthful, attractive and reasonably weed-free manner all the landscaped areas related to the Project as shown in the landscaping plan approved by the City, listed in Exhibit G, and which may be amended or revised from time to time. "Landscaped areas" as used in this Lease shall mean plantings and irrigation systems which have been installed, or are proposed to be installed, pursuant to the City-approved landscaped plan for the Project including those in City right-of-ways. All plantings shall be maintained using generally accepted methods of cultivation to ensure reasonably normal, healthy plant growth. Maintenance shall include replacement of plantings, when necessary, and all ordinary and usual care, including, but not limited to, irrigation, fertilization, pest and disease control, weeding, rotation of plantings and the removal of trimmings, rubbish, debris, and other solid waste. Lessee shall, at no expense to the Lessor, install, maintain, repair, and replace, where necessary, such irrigation systems as are required to provide adequate irrigation in compliance with water conservation practices.

(c) If, in the reasonable judgment of the Public Works Director, Lessee has failed to maintain properly any landscaping as required by this Lease, the Lessor may perform such maintenance, at its sole option, after thirty (30) days' prior written notice to Lessee of such failure to maintain. In such event, the Lessor's performance of such maintenance shall be at the Lessee's sole expense and Lessee, upon demand by the Lessor, shall pay to the Lessor all reasonable expenses incurred by the Lessor in the performance of such maintenance.

(d) If any maintenance, repair, or replacement of landscaping needs immediate correction as a result of a public safety or health hazard, as reasonably determined by the City Public Works Director, and such maintenance is not performed, or cannot be performed,

by Lessee within twenty-four (24) hours of receipt of such notice thereof, the Lessor may perform or cause to be performed such maintenance at Lessee's expense, and Lessee, upon demand by the Lessor, shall pay to the Lessor all reasonable expenses incurred by the Lessor in the performance of such maintenance within thirty (30) days of Lessor's demand.

Section 7.3 Alterations to Leased Premises. Lessee may make any additions, alterations or changes (sometimes collectively referred to herein as "Alterations") in or to the Improvements subject, however, to the following conditions:

(a) No Alterations shall be made that would tend to impair the structural soundness of the Improvements;

(b) No Alterations shall be undertaken that are prohibited by, or would cause the Leased Premises, the Improvements, Lessee, or Lessor to be in breach or violation of any Legal Requirements, including those concerning prevailing wage, or this Lease;

(c) No Alterations shall be undertaken until Lessee shall have procured, to the extent the same may be required from time to time, all permits and authorizations of all applicable Governmental Authorities, all required consents of any Lender, and the consent of Lessor. Lessor shall not unlawfully obstruct the application for such permits or authorizations; and

(d) Any Alterations shall be performed in good and workerlike manner and in compliance with all applicable Legal Requirements and all applicable Insurance Requirements.

(e) Any and all Alterations shall be consistent with the use of the Leased Premises as authorized under this Lease.

(f) Any Alteration that will exceed the sum of Two Hundred Fifty Thousand Dollars ($250,000) in cost (increasing annually by the amount of the Consumer Price Index-Urban (CPI-U) for the San Francisco-Oakland-San Jose, California metropolitan area) shall require Lessor's advance written consent which shall not be unreasonably withheld.

Section 7.4 Indemnifications. Notwithstanding any other provision of this Lease to the contrary, and in addition to any other indemnities provided in this Lease, to the fullest extent permitted by law, Lessee hereby agrees to indemnify, protect, hold harmless and defend with counsel selected by or otherwise acceptable to Lessor) the Indemnitees from and against any and all Claims of every nature arising out of or relating to (1) Lessee's obligations under this Lease or the (2) construction or operation of the Improvements or any Alterations except to the extent any such Claim arises from the sole active gross negligence or willful misconduct of the Indemnitees. In addition, if any contractor or subcontractor which performed any construction work for Lessee or Lessee's affiliates on the Improvements or Alterations shall assert any Claim against Lessor or the Indemnitees on account of any damage alleged to have been caused by reason of acts of negligence of Lessee or Lessee's affiliates, members, partners, officers, directors, affiliates, agents, employees or construction contractors, Lessee shall defend at its own expense any suit based upon such Claim; and if any judgment or claim against Lessor shall be allowed, Lessee shall pay or cause to be paid or satisfied such judgment of claim and pay all

costs and expenses in connection therewith. The provisions of this Section shall survive the expiration or termination of this Lease. Lessee must respond within 30 days to the tender of any claim for defense and indemnity by the City. The provisions in Section 6.4(b), (c), and (d) of this Lease apply to this obligation to defend, indemnify, and hold harmless.

ARTICLE 8
MORTGAGE LOANS

Section 8.1 Intentionally omitted.

Section 8.2 Liens and Encumbrances Against the Leasehold Estate. The Lessee shall have the right to encumber the Leasehold Estate and the Improvements with leasehold deeds of trust, mortgages, and regulatory and affordability agreements related to the Approved Loans without Lessor's consent (collectively, "Liens") provided that all documents evidencing such Liens are consistent with the terms and conditions of this Lease and the Financing Plan.

(a) For as long as there is any Lien securing any Approved Loan:

(1) Lessor shall not agree to any cancellation, termination (except for a termination for a default by Lessee which is not cured by Lessee or Lender in accordance with this Lease), or accept any surrender of this Lease, nor shall Lessor consent to any amendment or modification of this Lease without the prior written consent of the Lenders that have outstanding Approved Loans. In the event that Lessor receives competing or conflicting offers to cure any default under this Lease, Lessor shall accept the offers to cure in the following order: first, Lessee or the limited partner (or members, as applicable) therein, then each Lender in the same relative priority as their respective Liens.

(2) Notwithstanding any default by Lessee under this Lease, Lessor shall have no right to terminate this Lease or exercise any other right or remedies under this Lease unless Lessor shall have given the Lenders that have outstanding Approved Loans written notice of such default and such Lenders shall have failed to remedy such default or acquire the Leasehold Estate or commence foreclosure or other appropriate proceedings as set forth in, and within the time specified by, this Section 8.2.

(3) Any Lender that has an outstanding Approved Loan shall have the right, but not the obligation, at any time to pay any or all of the Rent, Additional Rent, or any other sums due pursuant to the terms of this Lease, and do any other act or thing required of Lessee by the terms of this Lease, to prevent termination of this Lease. Lessor shall provide each Lender that has an outstanding Approved Loan written notice of default concurrently with delivery of such notice to Lessee. Each Lender shall have the same period to cure such default as afforded to Lessee, extended by an additional twenty (20) days in the case of a monetary default, and by an additional forty-five (45) days in the case of a nonmonetary default. The notice of default shall describe the action necessary to cure the default, and shall include, with respect to any monetary default, a detailed statement identifying the amounts due and the obligations to which amounts relate, and with respect to any non-monetary default, a detailed

statement identifying the obligations breached and the cure expected by Lessor; provided, however, that if any nonmonetary default is not susceptible to cure within the applicable cure period, the Lender shall have such longer period, not to exceed an additional ninety (90) days, as may be necessary to cure the default, so long as such Lender is diligently prosecuting such cure to completion. All payments so made and all things so done shall be as effective to prevent a termination of this Lease as the same would have been if made and performed by Lessee instead of by the Lender(s).

(4) In addition to the cure periods described in the preceding paragraph (3), if the default is such that possession of the Leasehold Estate may be reasonably necessary to remedy the default, any Lender that has an outstanding Approved Loan shall have a reasonable time after the expiration of the applicable cure period described in the preceding paragraph (3) within which to remedy such default, provided that (A) such Lender shall have fully cured any default in the payment of any monetary obligations of Lessee under this Lease within the first sixty (60) days following Lessor's delivery of notice pursuant to subsection (3) of this Section 8.2(a) and shall continue to pay currently such monetary obligations when the same are due; (B) such Lender shall have acquired Lessee's Leasehold Estate hereunder or commenced foreclosure or other appropriate proceedings prior to or within 150 days following Lessor's delivery of notice pursuant to subsection (2) of this Section 8.2(a), and shall be diligently prosecuting the same; and (C) and after acquiring possession of the Leasehold Estate, such Lender shall diligently prosecute to completion such cures as may be reasonably possible to remedy nonmonetary defaults existing under this Lease. Any default under this Lease which by its nature cannot be remedied by Lender shall be deemed remedied upon Lender or its Nominee (as hereinafter defined) acquiring Lessee's interest in the Premises as provided in this Section and curing said default.

(5) Lessor shall promptly provide estoppel certificates reasonably requested by lenders or investors.

(6) If the Lenders are prohibited, stayed or enjoined by any bankruptcy or insolvency proceeding of any court, including without limitation a court having jurisdiction over Lessee in such proceeding, from commencing or prosecuting foreclosure proceedings, the times specified for commencing or prosecuting such foreclosure or other proceedings shall be extended for the period of such prohibition; provided that any Lender shall have fully cured any default in the payment of any monetary obligations of Lessee under this Lease, including without limitation any monetary obligations to third parties which have become, or threaten to become, liens against the Leased Premises or any portion thereof, and shall continue to pay currently such monetary obligations when the same fall due; provided, further, that, subject to subsection (1) of this Section 8.2(a), such Lender shall not interfere with Lessor's efforts to seek compliance by Lessee with any non-monetary obligation under this Lease.

(7) Lessor shall mail or deliver to any Lenders that have any outstanding Approved Loans a duplicate copy of any notice which Lessor may deliver to Lessee pursuant to this Lease, including any notice of default. Lessee shall deliver to Lessor the name and contact information for all Lenders that have outstanding Approved Loans, including successors in interest to Approved Loans immediately upon demand of Lessor. Provided Lessee (or Lender) has delivered Lessor the name and contact information of the Lender having an

outstanding Approved Loan, no notice of default by Lessor to Lessee shall be effective as to that Lender unless and until a copy of the notice shall have been mailed or delivered to such Lender as set forth in this Section.

(8) The foreclosure of an Approved Loan, any sale thereunder, whether by judicial proceedings or by virtue of any power contained in the leasehold mortgage securing the Approved Loan, or any conveyance of the Leasehold Estate created hereby from Lessee to a Lender through or in lieu of foreclosure (a "Foreclosure Event"), shall not require the consent of Lessor or constitute a breach of any provision of this Lease. In the event any Lender or its Nominee (as defined herein) becomes Lessee under this Lease by such means or pursuant to any new lease obtained under paragraph (9) of this Section 8.2(a) below, Lessor shall recognize the Lender or its Nominee as Lessee hereunder or under such new lease and the Lender or such Nominee, as applicable, shall be personally liable under this Lease or such new lease only for the period of time that the Lender or such Nominee, as applicable, remains Lessee thereunder (and such liability shall be limited to Lender's or Nominee's, as applicable, interest in the Leaseholder Estate), provided that the Lender or its Nominee attorns to Lessor and agrees to be subject to the restrictions of this Lease. If a Lender or its Nominee becomes the lessee under this Lease or any such new lease, the Lender shall have the right thereafter to assign or sublease this Lease or such new lease one time, provided that any assignee: (A) shall take the Leasehold Estate subject to all of the provisions of this Lease or such new lease, and (B) shall assume and agree to perform all obligations of Lessee under this Lease. Any further assignment shall be subject to the consent of Lessor, which consent shall not be unreasonably withheld. Nothing in this Section shall be construed to obligate any Lender to remedy any default of Lessee, except under the circumstances where the Lender becomes the Lessee, and any failure of any Lender to complete any such cure after commencing the same shall not give rise to any liability of any Lender to Lessor or Lessee, except under the circumstances where the Lender becomes the Lessee.

(9) In the event (A) a Lender, its designee or another purchaser in foreclosure proceedings becomes the legal owner of the Leasehold Estate, (B) Lessor terminates this Lease by reason of any Event of Default (as defined herein), or (C) if the Lease is terminated for any other reason (including, without limitation, in connection with a bankruptcy proceeding) then, upon written request by Lender given within one hundred twenty (120) days after such transfer or receipt of notice of such termination of the Leasehold Estate, the City shall execute and deliver a new lease of the Leased Premises to such Lender, or its nominee, purchaser, assignee or transferee (the "Nominee"), provided that, except as provided in subsection (8) of this Section 8.2(a) if such Nominee is not the purchaser at a foreclosure sale and is not wholly owned by one or more Lenders, such Nominee is approved by Lessor in its reasonable discretion. Such new lease shall be substantially in the same form as this Lease, shall have a term equal to the remainder of the Lease Term with the same agreements, covenants, reversionary interests and conditions (except for any requirements which have been fulfilled by Lessee prior to termination or that is personal to Lessee) as are contained in this Lease and with priority equal to this Lease with respect to encumbrances of Lessor's interest in the Land or the Leased Premises or encumbrances of Lessee's interest in the Leased Premises permitted or caused by Lessor (with Lessee's and Senior Lender's prior written approval), together with any provisions legally required in the event the Nominee is a governmental entity; provided, however, that any defaults by Lessee susceptible to cure by the Lender have been cured or reasonable assurance has been

provided to Lessor that such defaults shall be cured. Upon execution and delivery of such new lease by Lessor and the Nominee, the Nominee shall have acquired all the right, title and interest of Lessee under this Lease prior to its termination. Lessor, shall cooperate in taking such action as shall be necessary to cancel and discharge this Lease and to remove Lessee from the Leased Premises. After such termination and cancellation of the Lease and prior to the expiration of the period within which Lender or Nominee may elect to obtain a new lease from Lessor, Lessor shall refrain from terminating any existing sublease or otherwise encumbering the Premises without the prior written consent of Lender or Nominee. Any new lease granted hereby shall vest in Lender or Nominee all right, title, interest, power and privileges of Lessee hereunder in and to the Premises, including, without limitation, the assignment of Lessee's interest in and to all then existing subleases and sublease rentals and the automatic vesting of title to all Improvements, fixtures and personal property of Lessee in Lender or Nominee. Lessee shall provide to Lender or Nominee and Lessor copies of any residential or commercial subleases and estoppels to disclose any obligations encumbering the Leased Premises. Such new lease shall provide, with respect to each and every permitted sublease shall be deemed to have recognized the sublessee under the sublease, pursuant to the terms of the sublease as though the sublease had never terminated but had continued in full force and effect after the termination of the Lease, and to have assumed all the obligations of the sublessor under the sublease accruing from and after the termination of the Lease, except that the obligation of the new lessee, as sublessor, under any covenant of quiet enjoyment, expressed or implied, contained in any such sublease shall be limited to the acts of such new lessee and those claiming by, under or through such new lessee. If more than one Lender is entitled to a new lease pursuant to this subsection, Lessor shall enter into such new lease with the lender whose mortgage or deed of trust that has the highest lien priority.

(10) If a Lender or Nominee subsequently transfers its interest under this Lease after acquiring such interest by foreclosure or deed in lieu of foreclosure and, in connection with any such transfer, the transferee obtains a mortgage or deed of trust encumbering such leasehold interest to secure all or any portion of the purchase price given to the Lender or Nominee for such transfer, then such mortgage or deed of trust shall be considered an Approved Loan hereunder, and the Lender shall be entitled to receive the benefit of and to enforce the provisions of this Lease or the new lease approved pursuant paragraph (9) of this Section 8.2(a).

(11) Unless the Lenders otherwise consent in writing, Lessor and Lessee each hereby waives, and agrees not to assert or otherwise take the benefit of, that portion of Section 365(d)4, or any other applicable provisions, of the United States Bankruptcy Code (11 U.S.C. Section 101 et seq.), which provides for the deemed rejection of a lease in certain circumstances, so long as the trustee is paying the rent due under the Lease and performs, or causes the performance of, the uses of the Leased Premises for the Project pursuant to this Lease.

(12) Subject to the rights of the Lenders, which shall have priority over all persons or entities given rights under this clause (12), any Investor limited partners (or members, as applicable) of Lessee shall have the same rights as any Lender authorized under paragraphs (2), (3) and (7) of this Section 8.2(a) of this Lease and any reference to a Lender in paragraphs 2), (3) and (7) of this Section 8.2(a) shall be deemed to include such limited partners (or members, as applicable).

(13) Lessor shall cooperate in including in this Lease by suitable amendment from time to time any provision which may reasonably be requested by any Lender or any proposed lender, for the purpose of implementing the mortgagee-protection provisions contained in this Lease and allowing such Lender or proposed lender reasonable means to protect or preserve the lien of the leasehold mortgage and the value of its security, and to include any additional rights and privileges reasonably requested to be added by such Lender. Lessor, subject to City Council approval which may be withheld, agrees to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that any such amendment shall not in any way affect Lessor's Estate or any other interest of Lessor in the Land or the Leased Premises, affect the Lease Term or rent under this Lease, or otherwise in any material respect adversely affect any rights of Lessor under this Lease.

(b) Notwithstanding any contrary provision of this Lease, in no event may any mortgage or other security instrument, including without limitation any Leasehold Mortgage, be recorded against Lessor's fee interest in the Land or reversionary interest in the Improvements without Lessor's prior written consent, which Lessor may grant or withhold in the exercise of Lessor's sole discretion.

(c) Intentionally omitted.

(d) Notwithstanding any contrary provision hereof, if prior to completion of construction of the Improvements, a Lender completes a foreclosure sale or accepts a deed in lieu of foreclosure, such Lender or such Lender's nominee may complete construction with modifications to the Construction Plans as necessary to make the Project economically feasible and as reasonably approved by the City of Livermore provided that such modifications will not result in a reduction in the number of residential units, a reduction in the number of on-site parking spaces, or a significant reduction in Project common space or amenities.

Section 8.3 Cost of Approved Loans to be Paid by Tenant. Lessee affirms that it shall bear all of the costs and expenses in connection with (a) the preparation and securing of the Approved Loans, (b) the delivery of any instruments and documents and their filing and recording, if required, and (c) all taxes and charges payable in connection with the Approved Loans.

Section 8.4 Proceeds of Approved Loans. It is expressly understood and agreed that all Approved Loan proceeds shall be paid to and become the property of Lessee, and that Lessor shall have no right to receive any such Approved Loan proceeds.

Section 8.5 Notice and Right to Cure Defaults Under Approved Loans. Upon the recording of a memorandum of this Lease, Lessor may record in the Official Records of the County of Alameda a request for notice of any default under each Approved Loan. In the event of default by Lessee under an Approved Loan, Lessee or Lessor shall have the right, but not the obligation, to cure the default in accordance with the Loan Documents. Any payments made by Lessor to cure a default shall be treated as Additional Rent due from Lessee hereunder, which shall be paid within thirty (30) days of the date on which the payment was made by Lessor.

Section 8.6 Rights of Investor. The Investor shall have the same notice and cure rights as any Lender for so long as it is a limited partner of Lessee; provided however, the references in this Section 8 to additional cure periods of Lender to permit Lender to foreclose shall instead refer to Investor's actions to remove the general partner of Lessee.

Section 8.7 Right to Pay Taxes and Senior Mortgage. All Lenders shall have the right (but not the obligation) to pay any taxes payable by Lessor with respect to the Leased Premises, and to cure any monetary or nonmonetary default by Lessor under any mortgage or other encumbrance on the Leased Premises which has priority over this Lease; and, if a Lender does so pay or cure, Lessor agrees that it will reimburse the Lender for the amount thereof promptly following request by the Lender therefor.

ARTICLE 9.

In the event of any conflict between this Article 9 and any other term or provision of this lease this Article 9 shall control.

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 9.1 Representations, Warranties and Covenants of Lessor. As an inducement to Lessee to enter into and proceed under this Lease, Lessor warrants and represents to Lessee as follows, which warranties, representations and covenants are true and correct as of the date of this Lease, to the actual knowledge of Lessor:

(a) Lessor has good and marketable, fee simple title to the Leased Premises, subject only to encumbrances of record or disclosed in writing to Lessee ("Permitted Encumbrances"), and has the right, power and authority to enter into this Lease and to lease the Leased Premises to Lessee in accordance with the terms, provisions and conditions contained in this Lease, and no other party has any right or option to or in connection with Lessor's interest in the Leased Premises; and Lessor shall not encumber the fee interest in the Leased Premises without Lessee's and Senior Leander's prior written consent.

(b) there is no litigation or action, pending or threatened, affecting the Leased Premises or any streets or other public rights-of-way abutting or serving the Leased Premises;

(c) Lessor has received no written notice and has no knowledge, nor has Lessor been otherwise advised, of any pending or threatened Taking relating to all or any part of the Leased Premises;

(d) Lessor has received no written notice and has no actual knowledge of the intention of any party holding an easement affecting the Leased Premises or any part thereof to expand the exercise of any such easement beyond the current scope permitted by the applicable Permitted Encumbrance;

(e) the entry by Lessor into this Lease with Lessee and the performance of all of the terms, provisions and conditions contained herein will not, or with the giving of notice or the passage of time, or both, would not, violate or cause a breach or default under any other agreement relating to the Leased Premises to which Lessor is a party or by which it is bound, including, without limitation, the Permitted Encumbrances;

(f) except as disclosed to Lessee or as is apparent from Lessee's inspection, there is no tenant, lessee or other occupant of the Leased Premises having any right or claim to possession or use of the Leased Premises;

(g) there are no unpaid special assessments of which Lessor has received notice for sewer, sidewalk, water, paving, gas, electrical or utility improvements or other capital expenditures affecting the Leased Premises;

(h) there are no outstanding notices of, nor, to Lessor's knowledge, any violations of any Legal Requirements affecting any portion of the Leased Premises that materially affect the development of the Improvements;

(i) To Lessor's actual knowledge, except as disclosed in that certain Phase 1 Environmental Site Assessment dated June 2021, prepared by Geocon Consultants ("Environmental Report"), neither the Leased Premises nor any part thereof has been used for the disposal of refuse or waste, or for the generation, processing, manufacture, storage, handling, treatment, transportation or disposal of any Hazardous Materials, as provided to the Lessee through the DDLA. To Lessor's actual knowledge, except as disclosed in the Environmental Reports, no Hazardous Materials have been installed, used, stored, handled, or located on or beneath the Leased Premises, which Hazardous Materials, if found on or beneath the Leased Premises, or improperly disposed of away from the Leased Premises, would subject the owner or occupant of the Leased Premises to damages, penalties, liabilities or an obligation to perform any work, cleanup, removal, repair, construction, alteration, demolition, renovation or installation in or in connection with the Leased Premises ("Environmental Cleanup Work") in order to comply with any Legal Requirements applicable to Hazardous Materials. To Lessor's actual knowledge, there is no notice from any Governmental Authority or any Person, claiming any violation of any Legal Requirement pertaining to Hazardous Materials or any liability thereunder, or requiring or calling any attention to the need for any Environmental Cleanup Work on or in connection with the Leased Premises, and neither Lessor, its agents or employees has ever been informed of any threatened or proposed serving of any such notice of violation or corrective work order. To Lessor's actual knowledge, except as disclosed in the Environmental Reports, no part of the Leased Premises is affected by any "Hazardous Materials Contamination," which for purposes hereof, shall mean (i) the contamination of any improvement, facilities, soil, subsurface strata, ground water, ambient air, biota or other elements on or of the Leased Premises by Hazardous Materials, or (ii) the contamination of the buildings, facilities, soil, subsurface strata, ground water, ambient air, biota or other elements on, or of, any other property as a result of Hazardous Materials emanating from the Leased Premises.

Section 9.2 Representations, Warranties and Covenants of Lessee.

As an inducement to Lessor to enter into and to proceed under this Lease, Lessee warrants and represents to Lessor as follows, which warranties, representations and covenants are true and correct as of the date of this Lease:

(j) Authority. Lessee has the right, power and authority to enter into this Lease and the right, power and authority to comply with the terms, obligations, provisions and conditions contained in this Lease;

(k) No Breach of Obligations. The entry by Lessee into this Lease and the performance of all of the terms, provisions and conditions contained herein will not, or with the giving of notice or the passage of time, or both, would not, violate or cause a breach or default under any other agreements to which Lessee is a party or by which it is bound.

Section 9.3 Hazardous Materials. Lessee (i) shall not cause or permit any Hazardous Materials to be placed, held, located or disposed of on, under or at the Leased Premises or any part thereof, except in commercially reasonable amounts used in the construction and operation of the Improvements and in accordance with Legal Requirements, and (ii) shall not cause or permit any Hazardous Materials contamination of the Leased Premises or any part thereof.

Section 9.4 Relocation Obligations and Indemnity. Lessee covenants that persons residing on the Leased Premises shall not be displaced before suitable temporary replacement housing is available within the Project or elsewhere. Lessee shall ensure that all occupants of the Leased Premises receive all notices, benefits and assistance to which they are entitled in accordance with California Relocation Assistance Law (Government Code Section 7260 *et seq*.), all state and local regulations implementing such law, and all other applicable federal, state, or local relocation law, regulation, or policy, including but not limited to the Uniform Relocation Act (42 U.S.C. § 4601 *et seq*.) and implementing regulations (collectively referred to herein as "Relocation Laws"). Any and all costs incurred in connection with the temporary and/or permanent displacement and/or relocation of occupants of the Leased Premises, including without limitation payments to a relocation consultant, moving expenses, and payments for temporary and permanent relocation benefits pursuant to Relocation Laws shall be paid by Lessee, and Lessor shall have no responsibility for payment therefor. Lessee shall be liable for any and all claims for applicable relocation benefits sought by any current, former or future tenant of the Land or the Improvements existing or to be constructed on the Land pursuant to this Lease.

In addition to any other indemnities provided by Lessee in this Lease, to the fullest extent permitted by law, Lessee shall indemnify, protect, defend (with counsel selected by or otherwise acceptable to Lessor), and hold harmless the Indemnitees from and against any and all alleged or actual Claims arising out of or in connection with the breach of Lessee's obligations set forth in this Section or arising directly or indirectly from the transfer of the Leased Premises to the Lessee, including without limitation Claims for relocation benefits and assistance under any Relocation Laws, all leasehold interests and rights of tenancy or occupancy, any bonus value, lost income (past or future), failure to locate a suitable replacement residential location, lost rental income or sublease or license income, severance damages (if any), pre-condemnation damages (if any), economic or consequential damages, professional consultant fees, attorneys' fees and costs, expert witness fees and costs, and any and all compensable interests, and/or

damages, and/or claims, of any kind and nature, claimed or to be claimed, suffered or to be suffered, by any person or entity that is or claims to be a current or former tenant or sub-tenant or occupant with a right to use or occupy the Leased Premises. The provisions of this Section shall survive the expiration or termination of this Lease. The provisions in Section 6.4(b), (c), and (d) of this Lease apply to this obligation to defend, indemnify, and hold harmless.

Section 9.5 Hazardous Materials Indemnification. In addition to any other indemnities provided in this Lease, to the fullest extent permitted by law, from and after the Commencement Date, Lessee shall indemnify, protect, hold harmless and defend (with counsel selected by or otherwise acceptable to Lessor) the Indemnitees from and against any and all Claims arising directly or indirectly, in whole or in part, out of (i) any activity by Lessee, its affiliates or its agents or contractors or subcontractors carried on or undertaken on or off the Leased Premises in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Materials located or present in, on, under or about the Leased Premises; or (ii) the failure of Lessee to comply with any Environmental Laws relating to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation, or disposal of Hazardous Materials into, on, under or from the Leased Premises, except to the extent any such Claim arises from the sole active gross negligence or willful misconduct of the Indemnitees. The provisions of this Section shall survive the expiration or termination of this Lease. The provisions in Section 6.4(b), (c), and (d) of this Lease apply to this obligation to defend, indemnify, and hold harmless.

Notwithstanding any contrary provision hereof, the indemnity provided in this Section 9.5 shall not apply to Claims arising in connection with or resulting from Hazardous Materials present on the Property prior to the Commencement Date including as identified in that certain Environmental Site Assessment dated June 2021, prepared by Geocon Consultants, except to the extent such Claims result from or arise out of or in connection with the acts or omission of Lessee or its affiliations, employees, officers, directors, volunteer, agents, contractors, or subcontractors or relate to or arise in connection with the demolition of existing improvements on the Leased Premises including without limitation, the release, transportation or disposal of Hazardous Materials in connection with such demolition.

Section 9.6 Prevailing Wage Requirements. If required by applicable federal and state law, Lessee and its contractors, subcontractors, affiliates, and agents shall comply with the federal Davis Bacon Act and implementing regulations and with California Labor Code Section 1720 *et seq*. and the regulations adopted pursuant thereto (all of the foregoing, collectively, "**Prevailing Wage Laws**"), and shall be responsible for carrying out the requirements of such provisions. To the greatest extent permitted by law, Lessee shall indemnify, defend (with counsel selected or otherwise acceptable by Lessor) and hold the Indemnitees harmless from and against all Claims which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation, all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781) or the requirement of competitive bidding in connection with the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Lease, including but not limited to the Prevailing Wage Laws, or any act or omission of Lessee related to this Lease with respect to the payment or

requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such Claims. The provisions of this Section shall survive the expiration or earlier termination of this Lease. The provisions in Section 6.4(b), (c), and (d) of this Lease apply to this obligation to defend, indemnify, and hold harmless.

Section 9.7 Compliance with Laws. Lessee shall carry out and shall cause its contractors, subcontractors, agents, and affiliates to carry out the construction of the Project, and shall operate the Project in conformity with all applicable federal, state and local laws, rules, ordinances and regulations (**"Applicable Laws"**), including without limitation, all applicable federal and state labor laws and standards, Section 3 of the Housing and Community Development Act of 1974, as amended (if applicable), applicable provisions of the California Public Contracts Code (if any), the City's zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq*., Government Code Section 4450, *et seq*., Government Code Section 11135, *et seq*., and the Unruh Civil Rights Act, Civil Code Section 51, *et seq*. To the fullest extent permitted by law, Lessee shall indemnify, defend (with counsel selected by or otherwise acceptable to Lessor) and hold harmless the Indemnitees from and against any and all Claims arising in connection with or related to the breach of Lessee's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. This Section shall survive the expiration or termination of this Lease. The provisions in Section 6.4(b), (c), and (d) of this Lease apply to this obligation to defend, indemnify, and hold harmless.

Section 9.8 Affordability and Use Restrictions. Lessee hereby covenants and agrees that the Leased Premises shall be used solely for the operation of a multifamily rental senior housing development in compliance with the requirements set forth herein. Throughout the Affordability Term, (as defined in Section 1.1(e) Lessee agrees that: (i) not less than 16 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than twenty percent (20%) of AMI, (ii) not less than 8 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than thirty percent (30%) of AMI; (iii) 43 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than fifty percent (50%) of AMI, for a total of 68 of the residential units in the Project restricted to extremely low and very low income households; (iv) 9 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than sixty percent (60%) of AMI ("Restricted Unit(s)"); and (v) all units, except for one (1) of the residential units in the Project which shall be a manager's unit for which rent will not be restricted, will be restricted by the TCAC restrictive covenant to be recorded when the units are placed-in-service by TCAC's definition ("TCAC Units"). The Restricted Units shall have maximum unit occupancy standards established according to TCAC regulations or in the absence of such regulations shall be two persons per bedroom plus one additional person. A total of 78 units will be allocated to the Local Housing Trust Fund (LHTF). Presumed occupancy for the purposes of determining Restricted Rent shall be based upon TCAC rules, but in absence of

those rules, shall be as follows: 1 person occupying a studio unit; 2 persons occupying a one-bedroom Unit; and, 3 persons occupying a two-bedroom unit. The intent of the affordability restrictions in this Section 9.8 is to duplicate the restrictions set forth in the Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants by and between the Lessor and Lessee dated on or about the same date of this Lease (the "City Regulatory Agreement"), as such during the term of the Regulatory Agreement, Lessee's compliance with the Regulatory Agreement shall be deemed compliance with this Section 9.8 and any conflicts between this Section 9.8, or any other section of this Lease, and the Regulatory Agreement shall be resolved in favor of the Regulatory Agreement.

Number of Targeted Low-Income Units	Percent of Area Median Income (AMI) (20%-50%)	Percentage of Low-Income Units (before rounding down)
16	20%	20.51
9	30%	11.54
43	50%	55.13
10	60%	12.82

Following expiration of the Affordability Term and through the remainder of the Lease Term, at least forty-nine percent (49%) of the residential units in the Project, other than the management units, shall be restricted for Seniors earning up to 60% of Area Median Income.

In the event that recertification of tenant incomes indicates that the number of Restricted Units actually occupied by Eligible Households falls below the number reserved for each income group as specified in this section, Lessee shall rectify the condition by renting the next available dwelling unit(s) in the Project to Eligible Household(s) until the required income mix is achieved. A dwelling unit shall qualify as "Rent Restricted" if the gross rent charged for such unit does not exceed the Affordable Rent for the applicable household income category as set forth herein.

9.8.1. Project Based Section 8 Units. To the extent allowed under the rules and regulations applicable to such program, Lessee agrees that Project Based Section 8 assistance received for the Project shall be prioritized to those Restricted Units serving the lowest income tenants in the Project. Notwithstanding any contrary provision of this Agreement, for units that are subsidized with Section 8 project-based vouchers, the rules and regulations applicable to such program shall prevail with respect to the setting of rents, implementation of occupancy requirements, and determination of gross household income.

9.8.2 Tenant Recertification. In the event that recertification of tenant incomes indicates that the number of Restricted Units actually occupied by Eligible Households falls below the number reserved for each income group as specified in this Section 9.8, Lessee shall rectify the condition by renting the next available dwelling unit(s) in the Project to Eligible

Household(s) until the required income mix is achieved. A dwelling unit shall qualify as "Rent Restricted" if the gross rent charged for such unit does not exceed the Affordable Rent for the applicable household income category as set forth in Section 9.8.

Notwithstanding anything to the contrary contained in this Agreement, if other Project lenders, Project investors, or regulatory agencies restrict a greater number of units than restricted by this Agreement or require stricter household income eligibility or affordability requirements than those imposed hereby, the requirements of such other lenders, investors or regulatory agencies shall prevail, including without limitation, the rent and occupancy requirements imposed in connection with the use of project based vouchers or other rent subsidies.

9.8.3 Disabled Persons Occupancy.

a) Lessee shall cause the Project to be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

b) To the fullest extent permitted by law, Lessee shall indemnify, protect, hold harmless and defend (with counsel selected by or otherwise acceptable to Lessor) the Indemnitees from and against Claims arising out of or related to Lessee's, or Lessee's officials, officers, directors, employees, agents, servants, volunteers, assignees, or licensees failure to comply with the Accessibility Requirements. The provisions in Section 6.4(b), (c), and (d) of this Lease apply to this obligation to defend, indemnify, and hold harmless.

9.8.4 Loss of Subsidy.

It is anticipated that certain Restricted Units in the Project (the "Subsidy Units") will receive Project-Based Section 8 or other rental subsidies (the "Rental Subsidy") throughout the Term, as reflected in the Financing Plan for the Project. If any change in federal law occurs, or any action (or inaction) by Congress or any federal or state agency occurs, which results in a material reduction, termination or nonrenewal of the Rental Subsidy through no fault of the Lessee, such that the Rental Subsidy shown on the Finance Plan for the Project approved by the Lessor is no longer available, Lessee shall, in anticipation of such loss in Rental Subsidy, use good faith efforts for a period of ninety (90) days, to identify and obtain alternative sources of rental subsidies and shall provide the Lessor progress reports on Lessee's efforts to identify and obtain alternative sources of rental subsidies. If at the end of such ninety (90) day period, Lessee is unable to secure an alternate source of rental subsidy, notwithstanding Section 9.8.2, Lessee may increase the rent on one or more of the Restricted Units that overlap with a Subsidy Unit, up to sixty percent (60%) of AMI ("TCAC Maximum Rent Limit"), subject to the following requirements:

a) Any such rent increase must be pursuant to a transition plan approved by the Lessor showing how the rent increase will be implemented, and which Restricted Units will be subject to the increase, and, if applicable, be consistent with remedial measures set forth in California Code of Regulations Title 4, Division 17, Chapter 1, Section 10337(a)(3) or successor regulation applicable to California's Federal and State Low Income Housing Tax Credit Program;

b) At the time Lessee requests an increase in the Restricted Unit rent, Lessee shall provide the Lessor with a copy of the proposed Annual Operating Budget showing the impact of the loss or reduction of the Rental Subsidy;

c) Any subsequent rent increases remain subject to Section 9.8.4 above; and,

d) The number of Restricted Units subject to the rent increase and the level of rent increase may not be greater than the amount required to ensure that the Project generates sufficient income to cover its operating costs and debt service as shown on the Annual Operating Budget, and as is necessary to maintain the financial stability of the Development.

e) Upon receipt of any alternative rental subsidies, Lessee shall reduce the rents on the Restricted Units back to the Affordable Rents set out in Section 9.8, to the extent that the alternative rental subsidies provide sufficient income to cover the operating costs and debt service of the Project as shown on the Annual Operating Budget.

9.8.5 Rent Increases on Foreclosure.

In the event that a Senior Lender (as defined in the Loan Agreement) foreclosures on the Project (or receives a deed in lieu of foreclosure), the rents on one or more of the Restricted Units may be increased up to the TCAC Maximum Rent Limit to maintain the financial feasibility of the Project, subject to the following requirements:

a) In no event shall fewer than 49% of all units in the Development be maintained as Restricted Units at or below 60% of Area Median Income. Any such rent increase must be pursuant to a transition plan approved by the Lessor showing: (i) how the rent increase will be phased-in; (ii) which Restricted Units will be subject to the increase; and (iii) the operating income and expenses for the Project comparing the current rent structure to the proposed rent structure;

b) The number of Restricted Units subject to the rent increase and the level of rent increase may not be greater than the amount required to ensure that the Project generates sufficient income to cover its operating costs and debt service, and as is necessary to maintain the financial stability of the Development; and

c) The rent increase may occur only at the time of renewal of the term of the lease of an existing Tenant or the time of leasing a Restricted Unit to a new tenant. Any subsequent rent increases remain subject to Section 9.8.4 above.

9.8.6 Rents for Restricted Units; Unit Sizes.

For all Restricted Units rents shall be limited to Affordable Rents for households of the applicable income limit and presumed household size in accordance with TCAC Standards. In the event that TCAC no longer publishes the income and rent information that this Lease contemplates that TCAC will publish, respectively, the Lessor shall provide Lessee with other income and rent determinations which are reasonably similar with respect to methods of calculation to those previously published by TCAC, as applicable. Notwithstanding the foregoing, no tenant qualifying for a Restricted Unit shall be denied continued occupancy of a unit in the Project because, after admission, such tenant's household income increases to exceed the qualifying limit for such Restricted Unit. A household which at initial occupancy qualifies in a particular income category shall be treated as continuing to be of such income category so long as the household's gross income does not exceed one hundred forty percent (140%) of the applicable income limit. In the event the gross household income of a household that qualified at the applicable income limit at initial occupancy exceeds the applicable income limit for a unit, that unit will continue to be considered as satisfying the applicable income limit if the unit remains Rent-Restricted. In the event a tenant's household income exceeds the limits specified in this Section, Lessee shall apply the rules applicable to the Project pursuant to Section 42 of the Internal Revenue Code of 1986, as amended and the federal Regulations applicable thereto. In the event of inconsistency between the provisions of this Section and the rules applicable to the Project in connection with low-income housing tax credits, the rules applicable pursuant to such financing source shall prevail.

a) For the purpose of determining whether a household is an Eligible Household, gross household income shall be determined in accordance with TCAC regulations and federal regulations applicable to low-income housing tax credits.

b) Subject to Section 9.8.3(a), if, upon recertification of the income of a Tenant of a City-Assisted Unit, Lessee determines that a Tenant of a Restricted Unit has an Adjusted Income exceeding the maximum qualifying income for a 50% AMI Household, such Tenant shall be permitted to continue occupying the Restricted Unit and upon sixty (60) days written notice, the Rent may be increased to one-twelfth (1/12th) of thirty percent (30%) of the actual Adjusted Income of the Tenant, and Lessee shall rent the next available Unit of the appropriate size to a 20% AMI Household, a 30% AMI Household, a 40% AMI Household, or a 50% AMI Household, as applicable, at a Rent not exceeding the maximum Rent specified in Section 2.2, or designate another Unit in the Development with a 20% AMI Household as a 20% Unit, a 30% AMI Household as a 30% Unit, a 40% AMI Household as a 40% Unit, or a 50% AMI Household as a 50% Unit, as applicable, at a Rent not exceeding the maximum Rent specified in Section [2.2(a)].

c) Initial Rents are subject to Lessor approval. Rents may not be increased more often than once every twelve (12) months and by no more than five percent (5%) per year. Borrower shall provide each Tenant with at least sixty (60) days written notice of any increase in Rent applicable to such Tenant.

Section 9.9 Selection of Tenants.

In order to ensure that there is an adequate supply of affordable housing within the City of Livermore for senior residents within the City, including an application preference for

Veteran Seniors, as defined in the Regulatory Agreement, to the extent permitted by law (including but not limited to federal, state and local fair housing laws) and consistent with the program regulations for funding sources used for development of the Project, applications will be selected pursuant to an equitable selection method, and in accordance with City approved guidelines. Notwithstanding the foregoing, in the event of a conflict between this provision and the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, or HUD Regulations applicable to the Project, the provisions of such Section 42 and HUD Regulations shall control. Lessee shall comply with City's Affirmative Marketing Policies or other rental policies and procedures as they may be amended from time-to-time.

Section 9.10 Reporting Requirements; Access to Information; Inspections.

(a) Tenant Certification. Lessee or Lessee's authorized agent shall obtain from each household prior to initial occupancy of each residential unit in the Project (except the manager's unit), and on every anniversary thereafter, a written certificate containing all of the following in such format and with such supporting documentation as Lessor may reasonably require: (i) the identity of each household member; and (ii) the total gross household income. Lessee shall retain such certificates for not less than five (5) years, and upon City's request, shall provide copies of such certificates to City and make the originals available for City inspection.

(b) Annual Report. Following completion of construction of the Project, on each April 1 during the term of this Lease, Lessee shall submit an annual report ("**Annual Report**") to the Lessor in form satisfactory to Lessor, together with a certification that the Project is in compliance with the requirements of this Lease. Notwithstanding the Annual Report requirements, Lessee shall submit to the City an initial lease up report containing the tenant certification and occupancy information described in this section. The Annual Report shall, at a minimum, include the following information for each dwelling unit in the Project: (i) unit number and name; (ii) number of bedrooms; (iii) current rent and other charges; (iv) move in date and dates of any vacancies during the previous year; (v) number of people residing in the unit; (vi) total gross household income of residents; (vii) documentation of source of household income; and (viii) the information required by Paragraph (a). Lessee shall include with the Annual Report, an income recertification for each household, documentation verifying tenant eligibility, and such additional information as Lessor may reasonably request from time to time in order to demonstrate compliance with this Lease. The Annual Report shall conform to the format requested by Lessor; provided however, during such time that the Project is subject to a regulatory agreement restricting occupancy and/or rents pursuant to requirements imposed in connection with the use of state or federal low-income housing tax credits, Lessee may satisfy the requirements of this Section that pertain to tenant income certification and rents by providing Lessor with a copy of compliance reports required in connection with such financing.

In addition to the information described above, the Annual Report shall include the following:

(i) A Project income and expense statement for the reporting period;

(ii) Proposed annual budget for the next fiscal year which sets forth Lessee's estimate of operating income, operating expenses and debt service for the year, amounts payable to reserves and proposed rent adjustments;

(iii) A report on maintenance and other issues anticipated to affect the current budget needs of the Project as well as the amount in the Project's reserve accounts and the amount expected to be needed for major repairs or other needs during the new fiscal year;

(iv) Information on the status of the waiting list for units, including the number of households on the list; and

(v) A financial audit of the books and records of the Project prepared in accordance with generally accepted auditing standards by an independent certified public accountant.

(vi) Lessor may, from time to time request additional or different information, and Lessee shall promptly supply such information in the reports required hereunder.

(c) Maintenance of Records, Inspections. Lessee shall maintain copies of tenant leases, income certifications and other matters related to the leasing of the residential units in the Project for a period of five (5) years after the final date of occupancy by the tenant. Lessee shall provide Lessor and its authorized agents and representatives access to and copies of any books, documents, papers and records of the Project for the purpose of making audits, examinations, excerpts and transcriptions. With 48-hours' notice, during normal business hours and as often as may be deemed necessary, Lessor and its authorized agents and representatives shall be permitted access to and the right to examine the Improvements and the Leased Premises and to interview employees of the Project, for the purpose of verifying compliance with applicable regulations and compliance with the conditions of this Lease.

Section 9.11 Non-Discrimination; Compliance with Fair Housing Laws. Lessee shall not restrict the rental, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Leased Premises, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Lessee covenants for itself and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Lessee or any person claiming under or through Lessee 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, of, or for the Property or part thereof. Lessee shall include such provision in all leases and rental agreements affecting the Leased Premises or part thereof, and shall enforce the same diligently and in good faith.

Section 9.12 Fair Housing. Lessee shall comply with state and federal fair housing laws in the marketing and rental of the units in the Project. Lessee shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

Section 9.13 Management Entity and Replacement of Management Agent. City shall be notified at least 90 days prior to any changes in the Management Entity and shall have the right to review and approve the qualifications of the management entity proposed by Lessee for the Project and shall have the right to review and approve any agreement prior to execution between Owner and the management entity, which approval shall not be unreasonably withheld, conditioned or delayed. The contracting of management services to a management entity shall not relieve Lessee of its primary responsibility for proper performance of management duties. City hereby approves Satellite Affordable Housing Associates Property Management Corporation as the initial management entity for the Project. Any subsequent management entity shall be subject to City review and approval, which shall not be unreasonably withheld, conditioned or delayed. Upon City determination and delivery of written notice to Lessee that Lessee has failed to operate the Project in accordance with this Agreement, subject to any applicable cure period and the approval of the Project lenders and equity investors, City may require Lessee to contract with a qualified management agent selected by City and approved by the Project lender and equity investor, to operate the Project, or to make such other arrangements as City deems necessary to ensure performance of the required functions. An on-site property management representative is required to reside on the property. If the on-site property management representative is not also the assigned property management staff for the Project, then the representative shall still be available to address resident issues and to serve as the point of contact for City business and the public after regular business hours at the Property.

ARTICLE 10.
EMINENT DOMAIN

Section 10.1 Termination of Lease. Lessor and Lessee agree that, in the event of a Taking such that Lessee reasonably determines that the Leased Premises cannot continue to be operated, at reasonable cost, for its then-current use, then, subject to the rights and consent of Lenders, this Lease shall, at Lessee's sole option, terminate as of the date of the Taking.

Section 10.2 Continuation of Lease and Presumption of Restoration. Lessor and Lessee agree that, in the event of Taking that does not result in the termination of this Lease pursuant to Section 10.1 above, this Lease shall continue in effect as to the remainder of the Leased Premises, and the Net Condemnation Award will be disbursed in accordance with Section 10.4 below to Lessor and Lessee and/or any Lender, if the terms of the applicable Leasehold Mortgage so require, and shall be used so as to make the same as complete, unified and efficient operating unit as nearly as reasonably possible to the condition existing prior to the Taking, subject to any applicable requirements of the Lender.

Section 10.3 Temporary Taking. If there shall be a temporary Taking with respect to all or any part of the Leased Premises or of Lessee's interest in this Lease, then the Term shall not be reduced and Lessee shall continue to pay in full all Rents, Impositions and other charges required herein, without reduction or abatement thereof at the times herein specified; provided, however, that Lessee shall not be required to perform such obligations that Lessee is prevented from performing by reason of such temporary Taking.

Section 10.4 Apportionment of Award. If there is a Taking, whether whole or partial, Lessor and Lessee shall be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed, taking into consideration Lessor's fee interest in the Land (as encumbered by this Lease) and reversionary interest in the Improvements upon the expiration of the Term or termination of this Lease. If the Leased Premises are restored as is contemplated in Section 10.2 above, Lessee shall be entitled to recover the costs and expenses reasonably incurred in such restoration out of any Net Condemnation Award payable to Lessee. Thereafter, if the condemning authority does not make separate awards, the Parties agree that any Net Condemnation Award will be allocated as follows on a proportionate basis reflecting the Parties' respective interests in the Land and Improvements and the remaining duration of the Term as follows:

(A) Award on Total or Substantial Taking. In the event of a total or substantial taking, the award shall be apportioned as follows, in the following order:

(a) To the Lenders in an amount equal to the amounts owing on the Leasehold Mortgages (provided that the Lender whose loan is secured by the mortgage or deed of trust that has the highest lien priority shall be paid in full first, prior to any portion of the award being distributed to a Lender whose loan is secured by a mortgage or deed of trust with a lower lien priority).

(b) To Lessor that portion of the award equal to the fair market value of the Land and its reversionary interest in the Improvements.

(c) To Lessee, that portion of the award equal to the fair market value of the Improvements (subject to Lessor's reversionary interest), less the amount paid to the Lenders pursuant to (a) above.

(d) Any "bonus value" (i.e., any portion of the award attributable to the fact that the rent payable by Lessee under this Lease is at a below market rate) shall be paid to Lessor; provided however, if the condemning agency is Lessor, any such "bonus value" shall be equally divided between Lessor and Lessee.

(e) The balance, if any, shall be allocated between Lessor and Lessee respectively in that proportion in which (i) the fair market value of the Land bears to (ii) the fair market value of the Improvements, exclusive of Lessor's reversionary interest.

(B) Award on Partial Taking. In the event of a partial taking, then subject to the terms and provisions of the Senior Leasehold Mortgage, after application of the Award for restoration, any remaining portion of such award shall be apportioned as follows, subject to the allocations in Section 10.4 above, in the following order:

(a) To the Lenders in an amount equal to the amounts owing on the Leasehold Mortgages (provided that the Lender whose loan is secured by the mortgage or deed of trust that has the highest lien priority shall be paid in full first, prior to any portion of the award being distributed to a Lender whose loan is secured by a mortgage or deed of trust with a lower lien priority).

(b) To Lessor, that portion of the award attributable to the fair market value of the portion of the Land taken and that portion of the award attributable to the fair market value of its reversionary interest in the Improvements taken.

(c) To Lessee, that portion of the award equal to the fair market value of the portion of the Improvements taken (subject to Lessor's reversionary interest), less the amount paid to the Lenders pursuant to (a) above, but only to the extent that the proceeds of the award are not used for restoration of the Improvements.

(d) Any "bonus value" (i.e., any portion of the award attributable to the fact that the rent payable by Lessee under this Lease is at a below market rate) shall be paid to Lessor; provided however, if the condemning agency is Lessor, any such "bonus value" shall be equally divided between Lessor and Lessee.

(e) The balance, if any, shall be allocated between Lessor and Lessee respectively in that proportion in which (i) the fair market value of the Land bears to (ii) the fair market value of the Improvements exclusive of the reversionary interest of Lessor.

(f) Any severance damages awarded or payable because only a portion of the Land and Improvements are taken by eminent domain shall be (a) paid to Lessee during the first 49.5 years of this Lease and (b) equally divided between Lessee and Lessor during the next 49.5 years of this Lease (except to the extent needed to replace any Improvements taken by eminent domain with equivalent Improvements on the remainder of the Land).

(C) Award for Temporary Taking. Any award for a temporary taking shall, subject to the rights of any Lender, be awarded and retained by Lessee.

(D) Rent Abatement for Partial Taking. In the event of any partial taking of the Improvements, commencing upon the date of the final order of condemnation, Rent payable under this Lease shall be reduced by the percentage equal to the square footage of the condemned portion of the Improvements divided by the total square footage of the Improvements prior to the taking.

Section 10.5 Joinder. If a Leasehold Mortgage exists, the Lenders, to the extent permitted by law, shall be made a party to any Taking proceeding.

Section 10.6 City Reservation of Rights. Notwithstanding any provisions in this Lease to the contrary, nothing herein does or shall be construed to limit or require the City to exercise its ability to condemn any property, including the Leased Premises, in accordance with applicable law. Nothing in this Lease does or shall be construed as requiring the City to pay to Lessee, any Lender, or any other third party with an interest in the Leased Premises, any amount of money, as compensation for alleged condemnation or otherwise, if City (or its successor) seeks to enforce any of the rights and obligations under this Lease and any executed attachments thereto. Except when City exercises its ability to condemn the Leased Premises by adoption of a resolution of necessity and pursuant to other provisions of applicable law, City shall not be a

construed as pursuing or effectuating a Taking or acting as a "condemning authority" under this Lease.

ARTICLE 11.
DAMAGE OR DESTRUCTION

Section 11.1 Damage or Destruction to Leased Premises. Lessee shall give prompt written notice to Lessor after the occurrence of any fire, earthquake, act of God or other casualty to or in connection with the Leased Premises, the Improvements or any portion thereof (hereinafter sometimes referred to as "Casualty"). Subject to Section 11.2 below and the rights of the Lenders under their Loan Documents, if during the Term the Improvements shall be damaged or destroyed by Casualty, Lessee shall repair or restore the Improvements, so long as Lessee determines, in its sole discretion, that it is feasible to do so and in such event Lessee provides or causes to be provided sufficient additional funds which, when added to such insurance proceeds, will fully effect such repair or restoration. Upon the occurrence of any such Casualty, Lessee, promptly and with all due diligence, shall apply for and collect all applicable insurance proceeds recoverable with respect to such Casualty, for the benefit of the Lenders (which insurance proceeds shall be immediately turned over to the Senior Lender to be held and disbursed in accordance with the terms and provisions of the Senior Leasehold Mortgage). In the event that Lessee shall determine, with Investor's prior written consent during the Compliance Period (as defined in Section 42 of the Code), subject to the rights of the Lenders, by notice to Lessor given within thirty (30) days after receipt by Lessee of any such insurance proceeds, that it is not economically practical to restore the Improvements and/or the Leased Premises to substantially the same condition in which they existed prior to the occurrence of such Casualty, then, subject to the written approval of Lenders, Lessee may terminate this Lease as of a date that is not fewer than thirty (30) days after the date of such notice. If Lessee terminates this Lease pursuant to this Section 11.1, Lessee shall surrender possession of the Leased Premises to Lessor immediately and assign to Lessor (or, if same has already been received by Lessee, pay to Lessor) all of its right, title and interest in and to the proceeds from Lessee's insurance upon the Leased Premises, subject to the prior rights of any Lender therein, as referenced in Section 11.3 below.

Section 11.2 Damage or Destruction Near End of Term. If, during the last seven (7) years of the Term, the Improvements shall be damaged by Casualty, then Lessee shall have the option, to be exercised within one hundred twenty (120) days after such Casualty:

(a) to repair or restore the Improvements as hereinabove provided in this Article 11; or

(b) subject to the rights and approval of Lenders, to terminate this Lease by notice to Lessor, which termination shall be deemed to be effective as of the date of the option to terminate the Lease is exercised by Lessee giving written notice of such termination to Lessor. If Lessee terminates this Lease pursuant to this Section 11.2, Lessee shall surrender possession of the Leased Premises to Lessor immediately and assign to Lessor (or, if same has already been received by Lessee, pay to Lessor) all of its right, title and interest in and to the proceeds from

Lessee's insurance upon the Leased Premises, subject to the prior rights of any Lender therein, as referenced in Section 11.3 below.

Section 11.3 Distribution of Insurance Proceeds. In the event that this Lease is terminated pursuant to Sections 11.1 or 11.2 hereof, the insurance proceeds received as the result of such Casualty shall be distributed as follows: (a) first, if Leasehold Mortgage(s) are in place, to the Lenders to the extent of any indebtedness then owed to such Lender in order of the Lien priority of the Leasehold Mortgages; (b) second, the balance, if any, of such insurance proceeds shall be paid to Lessee or, as applicable pursuant to Sections 11.1 and 11.2 above, assigned or paid over to Lessor.

Section 11.4 Insurance Requirements. Nothing in this Article 11 does permit or shall be construed as permitting Lessee to maintain less than the minimum insurance requirements set forth in this Lease.

ARTICLE 12.
EVENTS OF DEFAULT

Section 12.1 Events of Default. Each of the following shall be an "Event of Default" by Lessee hereunder:

(a) failure by Lessee to pay any Rent or Additional Rent when due if such failure shall continue for a period of thirty (30) days after notice thereof has been given by Lessor to Lessee;

(b) Lessee's default in the performance of any term, provision or covenant under this Lease, and unless such provision specifies an alternate cure period for such default, the continuation of such default for thirty (30) days in the event of a monetary default or sixty (60) days in the event of a non-monetary default following the date upon which Lessor shall have given written notice of the default to Lessee, or if the nature of any such non-monetary default is such that it cannot be cured within sixty (60) days, Lessee's failure to commence to cure the default within sixty (60) days and thereafter prosecute the curing of such default with due diligence and in good faith, but in no event longer than one hundred twenty (120) days from receipt of the notice of default;

(c) Lessee's failure to maintain insurance on the Leased Premises and/or the Improvements as required hereunder, and the failure of Lessee to cure such default within five (5) days or written notice from Lessee;

(d) Subject to Lessee's right to contest the following charges, Lessee's failure to pay taxes or assessments due on the Leased Premises or the Improvements or failure to pay any other charge that may result in a lien on the Leased Premises or the Improvements, and Lessee's failure to cure such default within twenty (20) days of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;

(e) A Transfer (other than a Permitted Transfer) occurs, either voluntarily or involuntarily, in violation of this Lease;

(f) the subjection of any right or interest of Lessee in this Lease to attachment, execution, or other levy, or to seizure under legal process, if not released within ninety (90) days after imposed;

(g) Lessee shall have voluntarily suspended its business for a period in excess of thirty (30) days for reasons other than Force Majeure, or Lessee shall have been dissolved or terminated;

(h) Intentionally omitted.

(i) the appointment of a receiver, to take possession of Lessee's Estate or of Lessee's operations on the Leased Premises for any reason (not including receivership pursuant to a Leasehold Mortgage), if such receivership is not terminated dismissed or vacated within ninety (90) days after the appointment of the receiver;

(j) pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("Bankruptcy Law"), Lessee or any general partner thereof-(i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Lessee or any general partner thereof in an involuntary case; [Intentionally Omitted](iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Lessee or any general partner thereof or for the Leased Premises; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due; provided however, with respect to Lessee's general partner, the foregoing actions shall not constitute an Event of Default if the Investor promptly takes action to replace the general partner;

(k) the filing against Lessee of any involuntary proceedings under such Bankruptcy Code or similar law (other than by a Lender), if such proceedings have not been vacated or stayed within ninety (90) days of filing;

(l) the appointment of a trustee or receiver for Lessee or for all or the major part of Lessee's property or the Leased Premises, in any involuntary proceeding, or the taking of jurisdiction by any court over all or the major part of Lessee's property or the Leased Premises in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Lessee (in each case other than at the request of or direction of any Lender), if such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within ninety (90) days of the appointment or the taking of jurisdiction;

(m) any of Lessee's representations or warranties contained in this Lease or in any financial statement, certificate or report submitted to Lessor in connection with this Lease proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to Lessor beyond the expiration of the applicable cure period specified in paragraph (b) above.

Section 12.2 Rights and Remedies.

(a) At any time after the occurrence of an Event of Default hereunder, subject in all respects to the provisions of this Lease with respect to Lessor's rights to cure defaults by Lessee and with respect to the rights of any Lenders, Lessor may, in addition to any other rights and remedies available at law or in equity, terminate this Lease by giving Lessee written notice thereof (with a copy of such notice to the Lenders), setting forth in such notice an effective date for termination which is not less than thirty (30) days after the date of such notice, in which event this Lease and Lessee's Estate created hereby and all interest of Lessee and all parties claiming by, through or under Lessee shall automatically terminate upon the effective date for termination as set forth in such notice, with the same force and effect and to the same extent as if the effective date of such notice had been the date originally fixed in Article 2 hereof for the expiration of the Term. In such event, Lessor, its agents or representatives, and the Indemnitees shall have the right, without further demand or notice, to re-enter and take possession of the Leased Premises (including all buildings and other Improvements comprising any part thereof) at any time from and after the effective termination date without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or existing breaches of covenants. The Lessor has the remedy described in California Civil Code Section 1951.4 (Lessor may continue lease in effect after Lessee's breach and abandonment and recover rent as it becomes due, if Lessee has right to sublet or assign, subject only to reasonable limitations).

(b) Upon the exercise of Lessor's remedies pursuant to this Section 12.2, Lessee shall execute such releases, deeds and other instruments in recordable form as Lessor shall reasonably request in order to accurately set forth of record the then current status of Lessee's Estate, Lessee's rights hereunder, and of any Tenant Leases.

(c) If Lessee shall have failed to cure a default by Lessee after expiration of the applicable time for cure of a particular default, Lessor, at its election, but without obligation therefor, and subject to the rights of Lenders, (i) may seek specific performance of any obligation of Lessee, after which Lessor shall retain, and may exercise and enforce, any and all rights that Lessor may have against Lessee as a result of such default, (ii) from time to time without releasing Lessee in whole or in part from the obligations to be performed by Lessee hereunder, may cure the default at Lessee's cost, (iii) may terminate this Lease pursuant to subsection (a), (iv) subject to the rights of Lenders, may have a receiver appointed to take possession of Lessee's interest in the Leasehold Estate with power in the receiver (a) to administer Lessee's interest in the Leasehold Estate, (b) to collect all funds available in connection with the operation of the Project, and (c) to perform all other acts consistent with Lessee's obligations under this Lease, as the court deems proper. and/or (v) may exercise any other remedy given hereunder or now or hereafter existing at law or in equity. Any reasonable cost incurred by Lessor in order to cure such a default by Lessee shall be due immediately from Lessee, together with interest, and may be offset against any amounts due from Lessor to Lessee.

(d) Remedies Cumulative. No remedy provided in this Section shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, subject to any limitations referred to hereinabove.

(e) No Election of Remedies. The rights given in this Section to receive, collect or sue for any rent or rents, moneys or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach or nonobservance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall not in any way affect or impair or toll the right or power of Lessor upon the conditions and subject to the provisions in this Lease to terminate Lessee's right of possession because of any default in or breach of any of the covenants, provisions or conditions of this Lease beyond the applicable cure period.

(f) Survival of Obligations. Nothing herein shall be deemed to affect the right of Lessor to indemnification for liability arising prior to the termination of the Lease for personal injuries or property damage or in connection with any other Claim, nor shall anything herein be deemed to affect the right of Lessor to equitable relief where such relief is appropriate. No expiration or termination of this Lease by operation of law or otherwise, and no repossession of the Leased Premises or any part thereof, shall relieve Lessee of any of its obligations to indemnify and defend the Indemnitees pursuant to the provisions of this Lease, and all such provisions, and all of Lessee's accrued liabilities and obligations hereunder, shall survive such expiration, termination or repossession.

(g) No Waiver. Failure to insist upon the strict performance of any term or conditions in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

Section 12.3 Default by Lessor.

(a) Events of Default. Lessor shall be in default of this Lease if it fails to perform any provision of this Lease that is obligated to perform within sixty (60) days after written notice of the default has been given to Lessor by Lessee. If the default cannot reasonably be cured within sixty (60) days, Lessor shall not be in default of this Lease if Lessor commences to cure the default within such 60-day period and diligently and in good faith continues to cure the default until completion.

(b) Right to Cure; Lessee's Remedies. If Lessor shall have failed to cure a default by Lessor after expiration of the applicable time for cure of a particular default, Lessee, at its election, but without obligation therefor (i) may seek specific performance of any obligation of Lessor, after which Lessee shall retain, and may exercise and enforce, any and all rights that Lessee may have against Lessor as a result of such default, and/or (ii) from time to time without releasing Lessor in whole or in part from the obligation to be performed by Lessor hereunder, may cure the default at Lessor's cost provided that Lessor has been given sixty (60) days advance written notice of Lessee's election to do so and Lessor has not within such time notified Lessee that Lessor will cure the default.

Section 12.4 Notices. Notices given by Lessor under Section 12.1 or by Lessee under Section 12.4 shall specify the alleged default and the applicable Lease provisions, and shall demand that Lessee or Lessor, as applicable, perform the appropriate provisions of this Lease within the applicable period of time for cure. No such notice shall be deemed a forfeiture or

termination of this Lease unless expressly set forth in such notice. A notice by Lessor shall not be deemed ineffective if Lessor fails to provide the required time period to cure, so long as, any additional notice period required by this Lease, in addition to that already provided by Lessor, is thereafter provided by Lessor in writing.

ARTICLE 13.
QUIET ENJOYMENT AND POSSESSION; INSPECTIONS

Section 13.1 Quiet Enjoyment. Lessor covenants and warrants that Lessee, upon payment of all sums herein provided and upon performance and observance of all its covenants herein contained, shall peaceably and quietly have, hold, occupy, use and enjoy, and shall have the full, exclusive and unrestricted use and enjoyment of, all of the Leased Premises during the Term, subject only to the provisions of this Lease and all applicable Legal Requirements.

Section 13.2 Lessor's Right of Inspection. Notwithstanding Section 13.1 above, Lessor, in person or through its agents, upon reasonable prior notice to Lessee, shall have the right, subject to the rights of Tenants, to enter upon the Leased Premises for purpose of reasonable inspections performed during reasonable business hours in order to assure compliance by Lessee with its obligations under this Lease or a Tenant Leases.

ARTICLE 14.
VACATION OF LEASED PREMISES

Section 14.1 Vacation Upon Termination. Lessee covenants that upon any termination of this Lease, whether by lapse of time or because of any of the conditions or provisions contained herein, Lessee will peaceably and quietly yield and surrender possession of the Leased Premises to Lessor. The foregoing, however, will be subject to the rights of Tenants or others in possession pursuant to Tenant Leases with Lessee, provided that such Tenants are not in default thereunder and attorn to Lessor as their lessor. An action of forcible detainer shall lie if Lessee holds over after a demand for possession is made by Lessor.

Section 14.2 Surrender. Lessee agrees that on expiration or termination of the Term, Lessee shall surrender the Leased Premises, the Improvements, and any fixtures on the Leased Premises to Lessor, in good order, condition, and repair, reasonable wear and tear and obsolescence. The Improvements and any fixtures on the Leased Premises shall become the property of Lessor, free from any liens or Claims whatsoever, without any further compensation therefor from Lessor to Lessee or any other person. Contemporaneous with the expiration or termination of the Term, Lessee shall immediately deliver to the Lessor the following: (i) such documents, instruments, and conveyances as Lessor may request to enable Lessor's ownership of the Improvements and fixtures on the Leased Premises to be reflected of record, including, without limitation, a quitclaim deed in recordable form; (ii) all construction plans, surveys, permits, and other documents relating to the Improvements and fixtures on the Leased Premises as may be in the possession of Lessee at the time; and (iii) copies of Tenant Leases for current and prior Tenants and any estoppels as reasonably requested by Lessor. All documents and instruments required to be delivered by Lessee to Lessor pursuant to this Section shall be in a form and contain content reasonably satisfactory to Lessor. Notwithstanding the above, Lessor

may, in its sole discretion, reject ownership of the Improvements and fixtures and request either their removal from the Leased Premises or their transfer to another entity.

ARTICLE 15.
NON-MERGER

Section 15.1 Non-Merger. Except upon expiration of the Term or upon termination of this Lease, there shall be no merger of either this Lease or Lessee's Estate created hereunder with Lessor's fee interest in the Land or Lessee's fee interest in the Improvements by reason of the fact that the same person may acquire, own or hold, directly or indirectly, (a) this Lease, Lessee's Estate created hereunder or any interest in this Lease or the Improvements, and (b) a fee interest in the Land or the Improvements, unless and until the Lessor, all Lenders with an Approved Loan and all persons, including any assignee of Lessor, having an interest in (i) this Lease or Lessee's Estate created hereunder, and (ii) the fee estate in the Leased Premises or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

ARTICLE 16.
TRANSFERS

Section 16.1 Permitted Transfer by Lessee. Except as provided in this Article 16, Lessee shall have no right to Transfer, assign or sublease any legal or beneficial interest in Lessee's Estate hereunder without Lessor's prior written consent. In determining whether to consent to a proposed transfer, assignment, or sublease, the Lessor will consider whether the proposed transferee shall submit for Lessor review and approval all instruments and other legal documents proposed to affect any Transfer of all or any part of or interest in the Property, the Improvements or this Agreement together with such documentation of the proposed transferee's qualifications and solvency, or any other documents, as the Lessor may reasonably request. The Lessor will consider:

(a) If the proposed transferee demonstrates to the Lessor's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the Lessor to competently complete and manage the Project and to otherwise fulfill the obligations undertaken by the Lessee under this Agreement in determining whether to consent to a proposed transfer, assignment or sublease under this Lease.

(b) Notwithstanding the foregoing, by its execution of this Lease, Lessor is deemed to have consented to the following ("Permitted Transfers") and the requirements of Section 16.1(a) shall not apply:

(1) Permitted Encumbrances, Approved Loans and Leasehold Mortgages;

(2) a conveyance of the leasehold interest in the Lessee's Estate resulting from the foreclosure of a Leasehold Mortgage (or an assignment, new lease or deed-in-lieu of such a foreclosure) and the transfer by such person to a third party subject to the provisions of paragraph (8) of Section 8.2(a);

(3) any transfer of equity in the Lessee that does not change management or operational control of Lessee or the Project other than to permit the admittance of an affiliate of Satellite Affordable Housing Associates Housing Corporation, a California nonprofit public benefit corporation, as the managing general partner of Lessee;

(4) the lease of the residential units consistent with the Tax Credit Restrictive Covenant and the Regulatory Agreement;

(5) the transfer of limited partnership interests in Lessee;

(6) in the event that any general partner of Lessee is removed by the Investor for cause following default under Lessee's partnership agreement, the transfer of the general partner interest to Investor or an affiliate of the Investor or to a 501(c)(3) tax-exempt nonprofit corporation selected by the Investor and approved by Lessor, in its reasonable discretion, provided that the successor nonprofit corporation has experience, assets and access to capital and private funding sufficient to construct (if the Project has not been fully constructed) and operate the Project in accordance with this Lease; and

(7) the transfer of the Project from Lessee to one of the members of the general partner of the Lessee or an affiliate of the general partners of the Lessee at the end of the tax credit compliance period for the Project.

(c) Upon the granting of any consent (deemed or otherwise) by Lessor with respect to a Transfer by Lessee, this Lease shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective heirs, successors, assigns, legal representatives, Lenders, Tenants and other transferees.

ARTICLE 17.
MISCELLANEOUS PROVISIONS

Section 17.1 Consents. Lessor agrees not to unreasonably withhold or delay its consent to matters requiring Lessor's consent hereunder unless the applicable provision of this Lease permits Lessor to exercise Lessor's sole discretion with respect to a particular matter.

Section 17.2 Enforced Delay; Extension of Times of Performance. Time is of the essence in the performance of each of the Parties' respective obligations set forth in this Lease. Except as expressly set forth in this Section 17.2, performance by any Party hereunder shall not be deemed to be in default and such Party shall be entitled to an extension of time to perform its obligations hereunder where delays in performance are due to causes beyond the reasonable control and without the fault of such Party, including as applicable: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority aside from that of Lessor; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplies that are not caused by any Party; acts or the failure to act of any public or governmental agency or entity, aside from the Lessor, that are not caused by Lessee; or other causes beyond the reasonable control of the Party ("Force Majeure"). Notwithstanding the foregoing, Lessee's inability to secure satisfactory

financing, interest rates, and market and economic conditions shall not entitle Lessee to an extension of time to perform. An extension of time for any cause permitted under this Section 17.2 shall be limited to the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of knowledge of the commencement of the cause. If no written notice is sent within thirty (30) days, for purposes of measuring the extension period for performance of the obligation in question, the period of the enforced delay shall commence to run from the date written notice is sent to the other Party. Times of performance under this Lease may be extended by mutual written agreement of the Parties but in no event shall a period of enforced delay extend the Term of the Lease past its expiration, which is set forth in Section 2.2 of this Agreement. .

Section 17.3 Interpretation. The terms of this Lease shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Lease or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Lease.

Section 17.4 Entire Agreement: Modifications. This Lease supersedes all prior discussions and agreements between the Parties with respect to the leasing of the Leased Premises. This Lease shall not be modified or amended in any respect, except by written instrument specifically referencing such modification or amendment which is executed by or on behalf of the Parties in the same manner as this Lease is executed and, to which each Lender has consented in writing (if required by the applicable Loan Documents). The Parties acknowledge and agree that pursuant to Section 2.3 of the DDLA, the DDLA is terminated with respect to the Leased Premises and Phase 1 as of the Commencement Date. The Parties agree that any deletion of language from this Lease before its mutual execution by Lessor and Lessee shall not be construed to have any particular meaning or to raise any presumption canon of construction, or implication, including, without limitation, any implication that the parties intended to state the converse, obverse, or opposite of the deleted language.

Section 17.5 Governing Law. This Lease, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the substantive laws of the State of California without regard to conflict of law principles. Venue for any dispute hereunder shall be in Alameda County, California.

Section 17.6 Binding Effect. This Lease shall inure to the benefit of and be binding upon the Parties hereto, their successors, administrators, executors and permitted assigns.

Section 17.7 Severability. In the event any provision or portion of this Lease is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof, except to the extent the rights and obligations of the parties have been materially altered by such unenforceability.

Section 17.8 Further Assurances. From and after the date of this Lease, Lessor and Lessee, at the request of the other Party, shall make, execute and deliver or obtain and deliver all such affidavits, deeds, certificates, resolutions and other instruments and documents, and shall do or cause to be done all such other things that either Party may reasonably require in order to effectuate the provisions and the intention of this Lease.

Section 17.9 Authority to Execute Agreement. The persons executing this Lease on behalf of each Party represents and warrants to the other Party that by proper action such persons have been duly authorized to execute and deliver this Lease.

Section 17.10 Lease Administration and Approvals. The City Manager of the City of Livermore, or his or her designee shall be the person designated by Lessor to administer this Lease on behalf of Lessor. The City Manager of the City of Livermore shall have the authority to consent to any matter requiring Lessor approval or consent as provided in this Lease, and to perform and carry out any activities concerning this Lease, including but not limited to, the execution of any additional agreements, addenda or amendments so long as such actions do not substantially affect the rights and obligations of Lessor as specified herein.

Section 17.11 Captions. All captions, headings, paragraphs, subparagraphs, letters and other reference captions are solely for the purpose of facilitating convenient reference to this Lease, shall not supplement, limit or otherwise vary the text of this Lease in any respect, and shall be wholly disregarded when interpreting the meaning of any terms or provisions hereof. All references to particular articles, sections, subsections, paragraphs and subparagraphs by number refer to the text of such items as so numbered in this Lease.

Section 17.12 Gender. Words of any gender used in this Lease shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

Section 17.13 Exhibits. Each and every exhibit referred to or otherwise mentioned in this Lease is attached to this Lease and is and shall be construed to be made a part of this Lease by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full at length every time it is referred to and otherwise mentioned.

Section 17.14 References. All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this Lease. Unless otherwise specified in this Lease, the terms “herein,” “hereof,” “hereinafter,” “hereunder” and other terms of like similar import, shall be deemed to refer to this Lease as a whole, and not to any particular paragraph or subparagraph hereof.

Section 17.15 Cumulative. Except as expressly limited by the terms of this Lease, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

Section 17.16 Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by certified mail, return receipt requested; by reputable commercial delivery service; or by hand

delivery by a reputable courier, to each Party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date shown on the delivery receipt as the date of delivery, the date delivery was refused or the date the item was returned as undeliverable. By giving prior written notice thereof, any Party, from time to time, may change its address for notices under this Lease.

To Lessor: City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550
Attention: City Manager

To Lessee: Pac Avenue, L.P.
1835 Alcatraz Avenue
Berkeley, CA 94703
Attention: Eve Stewart, Senior Vice President of Real Estate Development

AND Interfaith Housing, Inc.
550 Hillcrest Avenue
Livermore, CA 94550
Attention: Laning Thompson, Board President

To Investor: NEF Assignment Corporation
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606
Attention: General Counsel
Email: projectnotices@nefinc.org with subject line of SMT #83146; 83452

With a copy to:

NEF Assignment Corporation
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606
Attention: SVP Asset Management

And:

Bocarsly Emden Cowan Esmail & Arndt LLP
633 W. Fifth Street, Suite 5880
Los Angeles, California 90017
Attention: Rachel Rosner, Esq.

Section 17.17 Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same agreement.

Section 17.18 Time of Essence. Time is and shall be of the essence in this Lease.

Section 17.19 Attorneys' Fees. In any litigation or other action brought by a Party to this Lease to enforce this Lease or regarding a dispute over terms of the Lease or the performance of a Party, the prevailing Party in such litigation or action shall be entitled to attorneys' fees and the costs of such litigation.

Section 17.20 No Third-Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Lease is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

Section 17.21 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Lease is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Lessee and Lessor is and shall remain solely that of a tenant and landlord, and shall not be construed as a joint venture, equity venture, partnership or any other relationship. Lessor neither undertakes nor assumes any responsibility or duty to Lessee (except as expressly provided in this Lease) or to any third party with respect to the Project.

Section 17.22 Holding Over. If Lessee holds over at the Leased Premises after the expiration of the Term with the consent of the Lessor, either express or implied, such holding over shall be construed to create only a tenancy from month-to-month subject to all the other terms in the Lease.

Section 17.23 End of Term Transfer of Improvements and Leasehold Estate. At the end of the Term, City may assume rights to the Leasehold Estate, including any Improvements or fixtures on the Leased Premises, or transfer the Leasehold Estate, Improvements and fixtures to another non-profit entity. Lessee shall provide the Improvements in as-is but generally the same condition minus ordinary wear and tear and shall provide estoppels and copies of leases with respect to the subtenants, including Tenant Leases.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Lease is made and entered into in multiple original counterparts on the day and year first above written.

LESSOR:

City of Livermore, a California municipal corporation

By: _____
Marianna A. Burch, City Manager

APPROVED AS TO FORM:

By:_____

Jason Alcala
City Attorney

APPROVED AS TO INSURANCE:

By:_____

Risk Manager/Analyst

LESSEE:

Pac Avenue, L.P.,
a California limited partnership

By: Pac Avenue LLC,
a California limited liability company,
its general partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit
corporation, a member and the manager

By: _____
Eve Stewart,
Senior Vice President of Real Estate
Development

EXHIBIT A

Legal Description of Leased Premises

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT REAL PROPERTY IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

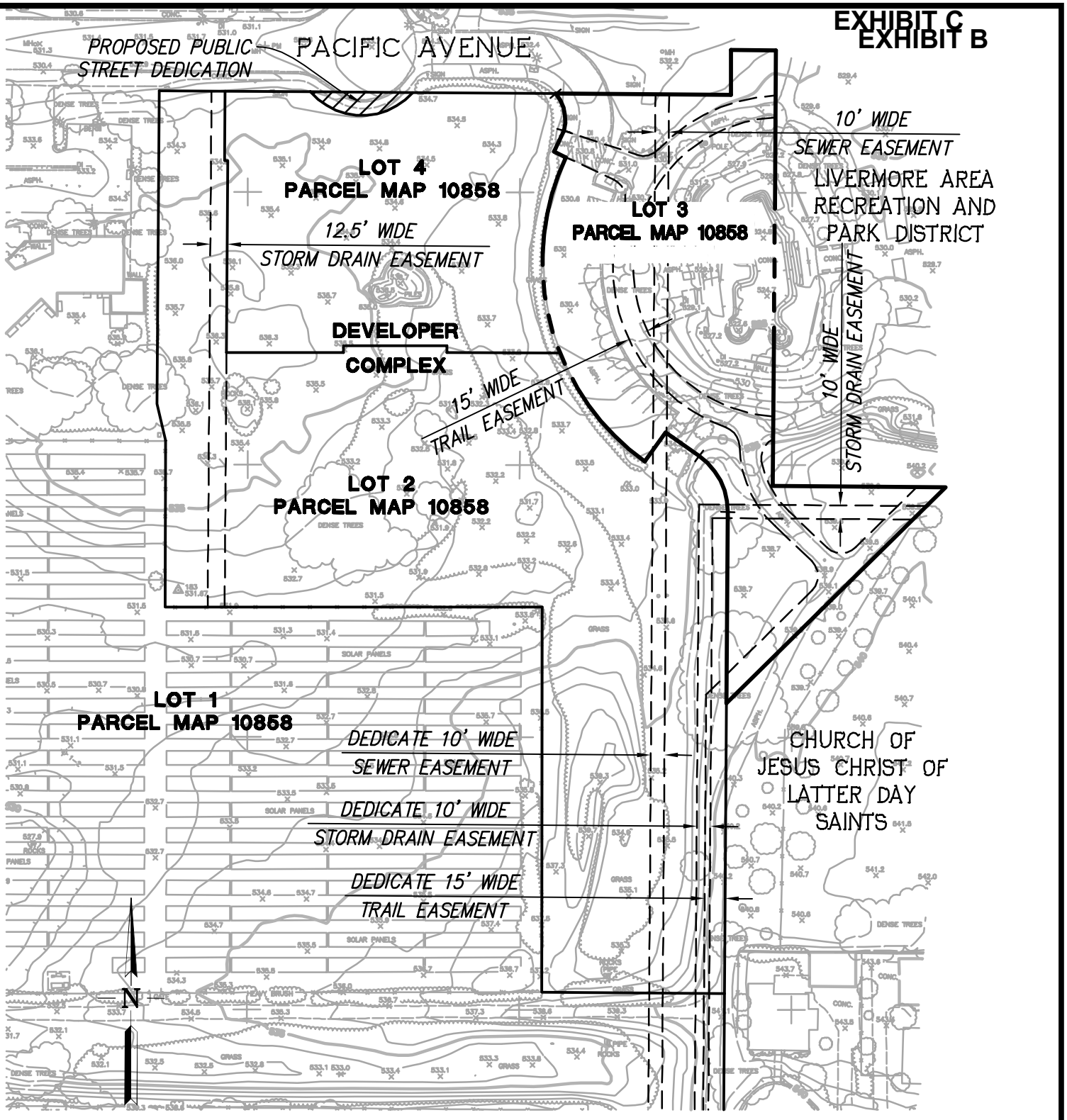
PARCEL 2, OF PARCEL MAP 10858, FILED NOVEMBER 27, 2024, IN BOOK 360 OF PARCEL MAPS, AT PAGES 87, 88, and 89.

APN: a portion of 099-0950-008-02

EXHIBIT B

Site Plan of Leased Premises
(Attached)

EXHIBIT C
EXHIBIT B



SHEET 2

PLAT - PROPERTY

CITY OF LIVERMORE, 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

SCALE:	DATE:	JOB NO.:
1" = 100'	3-21-2023	151084-T50

G:\JOB2015\151084 T50 PACIFIC AVE SENIOR CITIZEN\CAD FILES\00-EXHIBITS\EXHIBIT B - PREMISES.DWG 3/22/2023 11:22:22 AM WILL BARTALINI

EXHIBIT C

Form of Memorandum of Lease

Exhibit C

Recording Requested by and when Recorded, return to:

City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550
Attention: City Manager

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

Space above this line for Recorder's use.

APN 099-095000802 (portion only - parcel 2)

MEMORANDUM OF GROUND LEASE
(Pacific Avenue Senior Apartments – Phase 1)

THIS MEMORANDUM OF GROUND LEASE (the "Memorandum") is entered into as of _____, 2025, by and between the City of Livermore, a California municipal corporation (the "Lessor") and Pac Avenue, L.P., a California limited partnership (the "Lessee"), with respect to that certain Ground Lease dated _____, 2025 (the "Lease"), between the Lessor and the Lessee. All capitalized terms used in this Memorandum and not defined shall have the meaning set forth in the Lease.

1. Documentary Transfer Tax is not shown pursuant to Revenue and Taxation Code Section 11932. See that certain Statement of Documentary Transfer Tax Due, which shall be affixed to this Memorandum in the Official Records of Alameda County after record of this Memorandum is made and before the original is returned as specified in Government Code Section 27321.

2. Pursuant to the Lease, Lessor leases to Lessee and Lessee leases from Lessor that certain real property, more particularly described in Exhibit A, attached hereto and incorporated herein (the "Property"). The Lease shall commence on _____, 2025, and shall remain in effect for the ninety-nine (99) year term of the Lease, unless sooner terminated pursuant to the terms and conditions of the Lease.

As more particularly set forth in the Lease, certain development, affordability and occupancy restrictions apply to the use of the Property.

1. This Memorandum shall incorporate herein all of the terms and provisions of the Lease as though fully set forth herein.

2. This Memorandum is solely for recording purposes and shall not be construed to alter, modify, amend or supplement the Lease, of which this is a memorandum. In the event of any inconsistency between the terms and conditions of this Memorandum and the terms and conditions of the Lease, the terms and conditions of the Lease shall control.

3. This Memorandum may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts so executed shall together constitute but one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed as of the date first above written.

LESSOR:

City of Livermore, a California municipal corporation

By: _____
Marianna A. Burch, City Manager

ATTEST:

By: _____

APPROVED AS TO FORM:

_____
City Attorney

LESSEE:

Pac Avenue, L.P.,
a California limited partnership

By: Pac Avenue LLC,
a California limited liability company,
its general partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit
corporation, a member and the manager

By: _____
Eve Stewart,
Senior Vice President of Real Estate
Development

[SIGNATURES MUST BE NOTARIZED]

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)
) ss
County of _____)

On _____, before me, _____,
(Name of Notary)

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.

_____
(Notary Signature)

SIGNATURES MUST BE NOTARIZED.

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)
) ss
County of _____)

On , before me, _____,
(Name of Notary)

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.

(Notary Signature)

SIGNATURES MUST BE NOTARIZED.

Exhibit A

LAND
(To Be Inserted By Title)

EXHIBIT D

Financing Plan

Sources

Permanent Sources

Description	Totals
Tax Credit Equity	$ 23,821,439
HCD NPLH	$ 6,257,776
FHLB AHP	$ 1,000,000
City of Livermore Loan	$ 6,500,000
City of Livermore Predevelopment Loan	$ 657,000
Alameda County A1 Bonds	$ 6,234,012
Accrued Interest on Soft Loans	$ 359,090
HUD Section 202	$ 6,947,852
GP Capital Contribution (HUD 202 Deposit)	$ 10,000
Total Sources	$ 52,966,260

Uses

Description	Budgeted
CONSTRUCTION	
Unit Construction	$ 27,313,036
Site Work	$ 1,291,650
Contractor Overhead & Profit	$ 1,636,619
General Conditions	$ 1,352,030
Contractor Insurance & Bonds	$ 532,305
Owner Furnishings	$ 158,000
PV System	$ 900,000
Hard Cost Contingency	$ 2,033,044
CONSTRUCTION TOTAL	$ 35,216,684
ARCHITECTURAL FEES	
Architecture	$ 1,299,926
ARCHITECTURAL FEES TOTAL	$ 1,299,926
SURVEY & ENGINEERING	
Survey	$ 960,000
Enviro Assessment &Testing	$ 60,000
SURVEY & ENGINEERING TOTAL	$ 1,020,000

Description	Budgeted
CONST INTEREST & FEES	
Construction Loan Fees	$ 357,418
Construction Lender Costs	$ 35,000
Construction Lender Legal	$ 140,000
Contruction Loan Interest	$ 3,554,505
Accrued Interest	$ 359,090
Prevailing Wage Monitoring	$ 42,000
Construction Title & Recording	$ 105,000
CONST INTEREST & FEES TOTAL	$ 4,593,013
PERM FINANCING COSTS	
Perm Title & Recording	$ 25,000
PERM FINANCING TOTAL	$ 25,000
OWNER LEGAL	
Owner Legal - Org, RE, Synd & Perm Loan	$ 90,000
LEGAL TOTAL	$ 90,000
RESERVES	
Operating Reserve	$ 605,526
HCD Pooled Transition Reserve Fee	$ 20,916
HCD NPLH Transition Reserve	$ 217,120
Supplemental SAHA NPLH Reserve	$ 260,000
Capitalized Operating Deficit Reserve	$ 1,571,000
RESERVES TOTAL	$ 2,674,562
OTHER COSTS	
Other Taxes	$ 35,000
Permit Fees - Building	$ 695,000
Impact Fees	$ 2,152,573
Utility Connection Fees	$ 805,000
Builders Risk Insurance	$ 720,000
Appraisal	$ 5,000
Market Study	$ 15,000
Marketing & Leasing	$ 233,528
Soft Cost Contingency	$ 814,674
OTHER COSTS TOTAL	$ 5,475,775
DEVELOPER COSTS	
Developer Fee	$ 2,200,000
Construction Management	$ 90,000
DEVELOPER COSTS TOTAL	$ 2,290,000
SYNDICATION COSTS	
Syndication Consultant	$ 55,000
Syndication Legal	$ 85,000
Accountant Fee	$ 25,000
TCAC Fees	$ 116,300
SYNDICATION COSTS TOTAL	$ 281,300
	$ 52,966,260

Unit Mix (Rent and Income Levels)

Bedrooms	AMI	Section 8	Total Units	Gross Rent	Utility Allowance	Net Rent	Proposed Rent	Annual Rental Income
1	20%		16	$ 584	$ 97	$ 487	$ 487	$ 93,504
1	30%		8	$ 876	$ 97	$ 779	$ 779	$ 74,784
1	50%		14	$ 1,460	$ 97	$ 1,363	$ 779	$ 130,872
1	50%	Yes	5	$ 1,460	$ 97	$ 1,363	$ 1,363	$ 81,780
1	50%		24	$ 1,460	$ 97	$ 1,363	$ 1,363	$ 392,544
1	60%		9	$ 1,752	$ 97	$ 1,655	$ 1,655	$ 178,740
2	30%		1	$ 1,051	$ 131	$ 920	$ 920	$ 11,042
2	60%		1	$ 2,102	$ 131	$ 1,971	$ 1,971	$ 23,657
2	MNGR		1	$ -	$ 131	$ -	$ -	$ -
				$ -				
				$ -				
				$ -				
				$ -				
				$ -				
				$ -				
				$ -				
				$ -				
Avg AMI:	42.3%	5	79					$ 986,923

Cash Flow

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Income																
Rent	2.0%	$ 818,652	$ 835,025	$ 851,726	$ 868,760	$ 886,135	$ 903,858	$ 921,935	$ 940,374	$ 959,181	$ 978,365	$ 997,932	$ 1,017,891	$ 1,038,249	$ 1,059,014	$ 1,080,194
NPLH Rent	2.0%	$ 76,320	$ 77,846	$ 79,403	$ 80,991	$ 82,611	$ 84,263	$ 85,949	$ 87,668	$ 89,421	$ 91,209	$ 93,034	$ 94,894	$ 96,792	$ 98,728	$ 100,703
Section 8 Income		$ 54,777	$ 56,990	$ 58,130	$ 59,292	$ 60,478	$ 61,688	$ 62,922	$ 64,180	$ 65,464	$ 66,773	$ 68,108	$ 69,470	$ 70,860	$ 72,277	$ 73,723
HUD 202 PRAC Income		$ 174,420	$ 181,467	$ 185,096	$ 188,798	$ 192,574	$ 196,425	$ 200,354	$ 204,361	$ 208,448	$ 212,617	$ 216,869	$ 221,207	$ 225,631	$ 230,143	$ 234,746
Draw on NPLH COSR		$ 2,662	$ 12,848	$ 223,465	$ 231,200	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789
Draw on Supplemental NPLH Reserve		$ 56,848	$ 203,152							$ -	$ -	$ -	$ -	$ -	$ -	$ -
Draw on Operating Deficit Reserve		$ 101,690	$ -	$ 3,768	$ 1,819	$ 34,929	$ 52,395	$ 70,623	$ 89,641	$ 109,479	$ 130,165	$ 151,729	$ 174,204	$ 197,623	$ 222,017	$ 247,423
Laundry & Vending Income	2.0%	$ 8,424	$ 8,592	$ 8,764	$ 8,940	$ 9,118	$ 9,301	$ 9,487	$ 9,677	$ 9,870	$ 10,067	$ 10,269	$ 10,474	$ 10,684	$ 10,897	$ 11,115
POTENTIAL GROSS INCOME:		$ 1,293,793	$ 1,375,921	$ 1,410,352	$ 1,439,800	$ 1,498,635	$ 1,540,719	$ 1,584,059	$ 1,628,689	$ 1,674,652	$ 1,721,986	$ 1,770,730	$ 1,820,929	$ 1,872,628	$ 1,925,865	$ 1,980,693
LIHTC Units Vacancy	5.0%	$ (60,874)	$ (64,904)	$ (66,547)	$ (67,940)	$ (70,801)	$ (72,823)	$ (74,905)	$ (77,051)	$ (79,262)	$ (81,539)	$ (83,885)	$ (86,302)	$ (88,792)	$ (91,357)	$ (94,000)
NPLH Units Vacancy	10.0%	$ (7,632)	$ (7,785)	$ (7,940)	$ (8,099)	$ (8,261)	$ (8,426)	$ (8,595)	$ (8,767)	$ (8,942)	$ (9,121)	$ (9,303)	$ (9,489)	$ (9,679)	$ (9,873)	$ (10,070)
EFFECTIVE GROSS INCOME:		$ 1,225,287	$ 1,303,233	$ 1,335,864	$ 1,363,760	$ 1,419,573	$ 1,459,470	$ 1,500,558	$ 1,542,871	$ 1,586,449	$ 1,631,326	$ 1,677,542	$ 1,725,138	$ 1,774,157	$ 1,824,635	$ 1,876,623
Expenses																
Operating Expenses	3.0%	$ 1,132,569	$ 1,166,546	$ 1,201,542	$ 1,237,589	$ 1,274,716	$ 1,312,958	$ 1,352,347	$ 1,392,917	$ 1,434,705	$ 1,477,746	$ 1,522,078	$ 1,567,740	$ 1,614,773	$ 1,663,216	$ 1,713,112
Replacement Reserve Deposits		$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400
TOTAL EXPENSES		$ 1,179,969	$ 1,213,946	$ 1,248,942	$ 1,284,989	$ 1,322,116	$ 1,360,358	$ 1,399,747	$ 1,440,317	$ 1,482,105	$ 1,525,146	$ 1,569,478	$ 1,615,140	$ 1,662,173	$ 1,710,616	$ 1,760,512
NET OPERATING INCOME		**$ 45,318**	**$ 89,286**	**$ 86,922**	**$ 78,772**	**$ 97,456**	**$ 99,112**	**$ 100,812**	**$ 102,554**	**$ 104,344**	**$ 106,180**	**$ 108,063**	**$ 109,998**	**$ 111,984**	**$ 114,020**	**$ 116,111**
Required Payments																
NPLH Monitoring Fee		$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283
County A1 Monitoring Fee		$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800
City Monitoring Fee		$ 2,662	$ 2,715	$ 2,770	$ 2,825	$ 2,881	$ 2,939	$ 2,998	$ 3,058	$ 3,119	$ 3,181	$ 3,245	$ 3,310	$ 3,376	$ 3,444	$ 3,512
CASH FLOW:		**$ 11,574**	**$ 55,489**	**$ 53,070**	**$ 44,864**	**$ 63,492**	**$ 65,090**	**$ 66,731**	**$ 68,414**	**$ 70,143**	**$ 71,916**	**$ 73,736**	**$ 75,605**	**$ 77,525**	**$ 79,493**	**$ 81,516**
Investor Management Fee		$ 1,250	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000
Partnership Management Fee		$ 8,972	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887
Residual Receipts to Soft Loans		$ 1,352	$ 14,602	$ 12,183	$ 3,977	$ 22,605	$ 24,203	$ 25,844	$ 27,527	$ 29,256	$ 31,029	$ 32,849	$ 34,718	$ 36,638	$ 38,606	$ 40,629

EXHIBIT E

Estoppel Certificate

Exhibit E

GROUND LESSOR ESTOPPEL CERTIFICATE

This Ground Lessor Estoppel Certificate (this "**Certificate**"), dated as of [_____], 2025, is executed by the City of Livermore, a California municipal corporation ("**Ground Lessor**") in favor of **FIRST-CITIZENS BANK & TRUST COMPANY**, its successors, transferees and assigns ("**Senior Lender**"), and **NEF ASSIGNMENT CORPORATION**, an Illinois not-for-profit corporation, as nominee ("**Investor**"). Substantially concurrently with the delivery of this Certificate, Senior Lender has made or intends to make a loan in the initial approximate stated principal amount of $[_____] (the "**Loan**") to **PAC AVENUE, L.P.**, a California limited partnership ("**Tenant**") pursuant to, among other things, a Loan Agreement (Construction Loan) by and between Tenant and Senior Lender (the "**Loan Agreement**"). Tenant's obligations with respect to the Loan are secured by (among other things) a Construction Leasehold Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing made by Tenant with respect to the Loan (the "**Senior Deed of Trust**"), encumbering (among other things) Tenant's leasehold estate under the Ground Lease (as defined below) and all improvements now existing or hereafter made on or within the land leased to Tenant pursuant to the Ground Lease (the "**Land**"). As used herein, references to the Loan and the Loan Agreement shall also include all renewals, extensions, modifications, amendments and restatements thereof, including without limitation those that increase the principal amount or the interest rate thereof or extend the maturity date thereof. Substantially concurrently with the delivery of this Certificate, Pac Avenue LLC, a California limited liability company, as general partner, and Investor, as limited partner, will enter into that certain Amended and Restated Limited Partnership Agreement (as may be amended, the "**Partnership Agreement**"), pursuant to and subject to the conditions thereof, among other things, Investor will make capital contributions to the Partnership in the approximate aggregate principal amount of $[_____] (the "**Investment**"). Ground Lessor's delivery of this Certificate to Senior Lender and Investor is a condition to Senior Lender's making the Loan and Investor making the Investment. Ground Lessor acknowledges that (i) Senior Lender is a "Lender" and the "Senior Lender" as such terms are defined in the Ground Lease, and that the Senior Lender shall be entitled to all of the rights and privileges afforded to a Lender and the Senior Lender under the Ground Lease and (ii) the Senior Deed of Trust is a "Leasehold Mortgage" and the "Senior Leasehold Mortgage" as such terms are defined in the Ground Lease, and that the Senior Deed of Trust shall be entitled to all of the rights and privileges afforded to a Leasehold Mortgage and the Senior Leasehold Mortgage under the Ground Lease. Ground Lessor further acknowledges that Investor is a "Investor" as such term is defined in the Ground Lease, and that Investor shall be entitled to all of the rights and privileges afforded to an Investor under the Ground Lease.

NOW, THEREFORE, for the purpose of providing information to the Senior Lender and Investor with respect to the Ground Lease (as defined below), with the understanding that the Senior Lender and Investor will rely upon the information provided herein, the undersigned Ground Lessor certifies to the Senior Lender and Investor the truth and accuracy of the following statements of fact as of the date first stated above:

1. Ground Lessor is the current "Lessor" under the Ground Lease (as defined below). Ground Lessor has not assigned or otherwise transferred all or any part of Ground Lessor's interest in the Ground Lease.

2. The "**Ground Lease**" consists of the documents described in paragraph 2.1 below, which have not been amended, modified or supplemented except as described in paragraph 2.1 below.

2.1 Ground Lease.

(a) Ground Lease (Phase 1 of Pacific Avenue Development Project) dated as [_____], 2025, between Ground Lessor as lessor and Tenant as lessee.

(b) Memorandum of Lease dated as of [_____], 2025, between Ground Lessor as lessor and Tenant as lessee, recorded on [_____], 2025 as Document No. [_____] in the official public records of the County of Alameda, California ("**Official Records**").

3. A true, correct and complete copy of the Ground Lease (including all documents listed in paragraph 2.1 above) are attached hereto as Exhibit A.

4. Ground Lessor has not encumbered its fee interest in the Land covered by the Ground Lease with any mortgage or deed of trust.

5. Ground Lessor does not hold any security deposit or letter of credit for Tenant's performance under the Ground Lease, and no security deposit or letter of credit for Tenant's performance under the Ground Lease is currently required under the terms of the Ground Lease.

6. Ground Lessor is not a party to, and to Ground Lessor's actual knowledge there is no, pending or threatened condemnation, litigation, administrative or quasi-administrative action or proceeding at law or in equity that could adversely affect the Ground Lease or the Land.

7. All of the payments required to be made by Tenant to Ground Lessor under the Ground Lease through the date first stated above have been paid in full.

8. The notice address for Senior Lender is:

First-Citizens Bank & Trust Company
222 2nd Street, 17th Floor
San Francisco, CA 94105
Attention: Community Development Finance

The Notice address for City is:

City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550
Attention: City Manager

The Notice address for Investor is:

NEF Assignment Corporation
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606
Attention: General Counsel
Email: projectnotices@nefinc.org with subject line of SMT #83146; 83452

and:

NEF Assignment Corporation
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606
Attention: SVP Asset Management

with a copy to:

Bocarsly Emden Cowan Esmail & Arndt LLP

633 W. Fifth Street, Suite 5880
Los Angeles, California 90017
Attention: Rachel Rosner

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Ground Lessor has executed this Certificate in favor of the Estoppel Parties as of the date first stated above.

"**GROUND LESSOR**":

CITY OF LIVERMORE,
a California municipal corporation

By: _____
Marianna A. Burch, City Manager

Exhibit A

Copy of Ground Lease Documents

[Attached]

EXHIBIT F

Addendum Section 202

Exhibit F

LEASE ADDENDUM SECTION 202
(Lessor – Lessee)

Notwithstanding any other provisions of the Ground Lease (this "**Lease**"), between the City of Livermore, a California municipal corporation ("**Lessor**"), and Pac Avenue, L.P., a California limited partnership ("**Lessee**"), if and so long as the Leasehold Estate is subject to a Section 202 Deed of Trust held by the Secretary of Housing and Urban Development ("**HUD**"), or given to the Secretary of HUD in connection with a resale, or the demised premises are acquired and held by him because of a default under said mortgage:

(1) Lessee is authorized to obtain a Section 202 Capital Advance from the Secretary of HUD, secured by a mortgage on the Leasehold Estate. Lessee is further authorized to execute a mortgage on the Leasehold Estate and otherwise to comply with the requirements of HUD for obtaining a mortgage.

(2) Intentionally omitted.

(3) If approved by the Secretary of HUD, Lessee may assign, transfer or sell its interest in the demised premises.

(4) Insurance.

(a) Insurance policies shall be in an amount, and by such companies, and in such form, and against such risks and hazards, as shall be required by any Lender and/or the Secretary of HUD.

(b) Lessor shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by Lessee to HUD. Lessor may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by Lessee.

(5) Condemnation.

(a) If all or any part of the demised premises shall be taken by condemnation, that portion of any award attributable to the improvements, or damage to the improvements, shall be paid to the mortgagee or otherwise disposed of as may be provided in the mortgage. Any portion of the award attributable solely to the taking of the land shall be paid to Lessor. After the date of taking, the annual ground rent shall be reduced ratably by the proportion which the award paid to Lessor bears to the total value of the land as established by the amount the Secretary of HUD would be required to pay upon acquisition of the fee.

(b) In the event of a negotiated sale of all of any portion of the demised premises in lieu of condemnation, the proceeds shall be distributed and ground rents reduced as provided in cases of condemnation, but the approval of the Secretary of HUD shall be required as to the amount and division of the payment to be received.

(6) Lessor agrees that, within ten (10) calendar days after receipt of written request from Lessee, it will join in any authorizations required by any governmental or other body claiming jurisdiction in connection with any work which Lessee may do hereunder, and will also join in any grants for easements for electric, telephone, gas, water, sewer and such other public utilities and facilities as may be reasonable necessary in the operating of the demised premises or of any improvements that may be erected thereon.

(7) Nothing contained in this Lease shall require Lessee to pay any franchise, estate, inheritance, succession, capital levy or transfer tax, or any other tax, assessment, change or levy upon the rent payable by Lessee under this Lease.

(8) Upon any default under this Lease which authorized the cancellation thereof by Lessor, Lessor shall give notice to the Secretary of HUD, and the Secretary of HUD, his successors and assigns, shall have the right and time within six (6) months from the date of such notice to correct the default and reinstate this Lease unless Lessor has first terminated this Lease as provided herein.

At any time after two (2) months from the date a notice of default is given to the Secretary of HUD, Lessor may elect to terminate this Lease and acquire possession of the demised premises. Upon acquiring possession of the demised premises, Lessor shall notify the Secretary of HUD. The Secretary of HUD shall have six (6) months from the date of such notice of acquisition to elect to take a new lease on the demised premises. Such new lease shall have a term equal to the unexpired portion of the term of this Lease and shall be on the same terms and conditions as contained in this Lease, except that the Secretary of HUD's liability for ground rent shall not extend beyond his occupancy under such lease. Lessor shall tender such new lease to the Secretary of HUD within thirty (30) calendar days after a request for such lease and shall deliver possession of the demised premises immediately upon execution of the new lease. Upon executing a new lease, the Secretary of HUD shall pay to Lessor any unpaid ground rentals due or that would have become due under this Lease to the date of execution of the new lease, including any taxes which were liens on demised premises and which were paid by Lessor, less any net rentals or other income which Lessor may have received on account of this property since the date of default under this Lease.

(9) All notices, demands and requests which are required to be given by Lessor, Lessee or the Secretary of HUD shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to:

U.S. Department of Housing and Urban Development
One Sansome Street, Suite 1200
San Francisco, California 94104
Attention: Office of Regional Counsel

unless a request for a change in this address has been sent the party giving the notice by registered or certified mail prior to the time when such notice is given.

(10) This Lease shall not be modified without the consent of the Secretary of HUD.

The remainder of this page is blank.

EXHIBIT G

Schedule of Related Documents

EXHIBIT G

Schedule of Related Documents

1) Phase 1 Environmental Site Assessment dated June 2021, prepared by Geocon Consultants; Location of Record: City of Livermore
2) Affordable Housing Loan Agreement by and between the City of Livermore and Pac Avenue, L.P for Pacific Senior Apartments Phase 1, entered into after this lease agreement. Location of Record: City of Livermore.
3) The Deed of Trust with Assignment of Rents, Regulatory Agreement for Capital Advance Mixed Finance Program, the Capital Advance Mixed-Finance Program Use Agreement and the UCC Financing Statement by and between the U.S. Department of Housing and Urban Development and Pac Avenue L.P., collectively, the "HUD 202 Loan Documents", entered into after this lease agreement. Location of Record: City of Livermore
4) Loan Agreement (Construction Loan) by and between First Citizens Bank and Trust Company and Pac Avenue, L.P. along with the Promissory Note secured by the Construction Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing entered into after this lease agreement, collectively, "Senior Loan Documents". Location of Record: City of Livermore.
5) Site Plan Design Review (SPDR) 20-005 and Subdivision (SUB) 20-001 for the Pacific Avenue Affordable Housing Project consisting of 140 affordable senior housing rental units, approved by the Livermore Planning Commission on November 16, 2021

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Alameda County
Housing and Community Development Department
224 W. Winton Avenue, Room 108
Hayward, CA 94544
Attention: Housing Director

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

SUBORDINATION AGREEMENT
(City - County – Pacific Avenue Senior)

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN AND RESTRICTIVE COVENANTS AFFECTING THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT AND RESTRICTIVE COVENANTS.

THIS SUBORDINATION AGREEMENT (the "Agreement") is made as of [March 1, 2025], by Pac Avenue, L.P., a California limited partnership ("Borrower"), the County of Alameda, a political subdivision of the State of California (the "County"), and the City of Livermore, a California municipal corporation (the "City").

RECITALS

A. Borrower is constructing a seventy-nine (79) unit housing development, including one (1) manager's unit (the "Improvements"), on certain real property located in the City of Livermore, County of Alameda, State of California as more particularly described in Exhibit A (the "Property"). The Improvements and the Property are collectively referred to as the "Development."

B. Borrower and the County entered into that certain County Development Loan Agreement (the "County Loan Agreement") dated [March 1, 2025], pursuant to which the County agreed to provide a loan to Borrower in the amount of Six Million Two Hundred Thirty-Four Thousand and Twelve Dollars ($6,234,012) (the "County Loan"). The County Loan will be used to partially finance Borrower's Development.

C. The County Loan is evidenced by a Promissory Note in the amount of the County Loan (the "County Note") dated as of [March 1, 2025], and secured by a Leasehold Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing dated as of [March 1, 2025], naming Borrower as trustor, the County as beneficiary, and Old Republic Title Company

as trustee (the "County Deed of Trust"). In connection with the County Loan, the County and Borrower also executed a Regulatory Agreement and Declaration of Restrictive Covenants (the "County Regulatory Agreement") dated as of [March 1, 2025]. The County Deed of Trust and the County Regulatory Agreement will be recorded against the Property in the Official Records of Alameda County ("Official Records") concurrently herewith. Collectively, the County Loan Agreement, the County Deed of Trust, the County Note, and the County Regulatory Agreement shall be referred to as the "County Loan Documents."

D. Pursuant to an Affordable Housing Loan Agreement, dated as of [March 1, 2025], between the City and Borrower (the "City Loan Agreement"), the City is making a loan to Borrower to partially finance construction of the Development in the total amount of Seven Million One Hundred Fifty-Seven Thousand Dollars ($7,157,000) (the "City Loan"). The City Loan is evidenced by a Promissory Note (Pacific Avenue Senior Predevelopment Loan), in the amount of Six Hundred Fifty Seven Thousand Dollars ($657,000) (the "Predevelopment Note") and a Promissory Note (Pacific Senior Phase 1 Development Loan Secured by a Leasehold Deed of Trust) in an amount of Six Million Five Hundred Thousand Dollars ($6,500,000) (the "Development Note") (collectively, the Predevelopment Note and the Development Note are referred to as the "City Note") in the amount of the City Loan dated as of [March 1, 2025], and secured by a Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "City Deed of Trust") dated as of [March 1, 2025], naming Borrower as trustor, the City as beneficiary, and Old Republic Title Company as trustee, to be recorded against the Property in the Official Records concurrently herewith. In connection with the City Loan, the City and Borrower also executed an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (the "City Regulatory Agreement") dated as of [March 1, 2025], to be recorded against the Property in the Official Records currently herewith. The City Note, the City Deed of Trust, the City Loan Agreement, and the City Regulatory Agreement shall be referred to herein, collectively, as the "City Loan Documents."

E. Borrower, the City, and the County hereby acknowledge and agree that the documents referenced herein shall be recorded in the Official Records in the following order:

1. County Regulatory Agreement
2. City Regulatory Agreement
3. City Deed of Trust
4. County Deed of Trust

F. As a condition to funding the County Loan, the County requires that the City and Borrower execute and deliver this Agreement, and that the City provide the County notice of defaults and the right to cure defaults under the City Loan Documents.

G. As a condition to funding the City Loan, the City requires that the County and Borrower execute and deliver this Agreement, and that the County provide the City notice of defaults and the right to cure defaults under the County Loan Documents.

NOW THEREFORE, for valuable consideration the parties agree as follows:

1. Borrower and the City each acknowledge and agree for the benefit of the County that the County Regulatory Agreement, and any modifications, renewals, or extensions thereof approved in writing by the City, shall unconditionally be and at all times remain a lien or charge on the Property prior and superior to the rights of the City under the City Deed of Trust and the City Regulatory Agreement. The City intentionally and unconditionally subordinates all of the City's right, title and interest in and to the City Deed of Trust and the City Regulatory Agreement to the lien or charge of the County Regulatory Agreement.

2. Borrower and the County each acknowledge and agree for the benefit of the City that the City Regulatory Agreement and City Deed of Trust, and any modifications, renewals, or extensions thereof approved in writing by the County, shall unconditionally be and at all times remain a lien or charge on the Property prior and superior to the rights of the County under the County Deed of Trust. The County intentionally and unconditionally subordinates all of the County's right, title and interest in and to the County Deed of Trust to the lien or charge of the City Regulatory Agreement and the City Deed of Trust.

3. The County agrees that, upon the occurrence of an event of default under the County Loan Documents, the County shall:

(a) concurrently with notifying Borrower of the occurrence of an event of default, notify the City of the occurrence of such event of default by delivering a notice to the City at its address set forth in the City Loan Agreement;

(b) permit the City to cure or correct (provided that such event of default is curable) any such event of default within ninety (90) calendar days after receipt of such notice;

(c) accept all payments and all acts done by the City on behalf of Borrower within the cure period specified in Paragraph 3(b) above as though the same had been timely done and performed by Borrower, so that such acts and payments shall fully and totally cure and correct all such defaults, breaches, failures or refusals for all purposes; and

(d) have the continuing right to record a notice of default, obtain a court appointed receiver and otherwise exercise the County's rights and remedies under the County Loan Documents during the above-mentioned cure period.

4. The City agrees that, upon the occurrence of an event of default under the City Loan Documents, the City shall:

(a) concurrently with notifying Borrower of the occurrence of an event of default, notify the County of the occurrence of such event of default by delivering a notice to the County, at its address set forth in the County Loan Agreement;

(b) permit the County to cure or correct (provided that such event of default is curable) any such event of default within ninety (90) calendar days after receipt of such notice;

(c) accept all payments and all acts done by the County on behalf of Borrower within the cure period specified in Paragraph 4(b) above as though the same had been timely done and performed by Borrower, so that such acts and payments shall fully and totally cure and correct all such defaults, breaches, failures or refusals for all purposes; and

(d) have the continuing right to record a notice of default, obtain a court appointed receiver and otherwise exercise the City's rights and remedies under the City Loan Documents during the above-mentioned cure period.

5. The parties hereto agree to cooperate with each other and perform any acts and execute, acknowledge and deliver any additional agreements, documents, or instruments that may be reasonably necessary or desirable to carry out the provisions or to effectuate the purpose of this Agreement.

6. If, subject to the terms of Section 4 above, prior to any foreclosure sale of the Development under the City Deed of Trust, the County takes title to or possession of the Development pursuant to a foreclosure sale of the Development under the County Deed of Trust and cures the outstanding defaults under the City Loan, if any, the City hereby agrees not to exercise any rights it may have to accelerate the City Loan by reason of the transfer of title or possession to the County, or if acceleration has already occurred, the City hereby agrees that it will reinstate the City Loan, as applicable, at that time, and agrees that it will recognize the County as borrower under the City Loan under the same terms and conditions of said City Loan, provided that: (i) the County expressly assumes all of Borrower's obligations under the City Loan Documents, and (ii) the County provides the City with evidence reasonably satisfactory to the City that the County has authority to assume all of Borrower's obligations under the City Loan Documents.

7. If the County takes title to the Development pursuant to a foreclosure sale of the Development under the County Deed of Trust and cures the outstanding defaults under the City Loan Documents, if any, the County shall have the right to transfer the Development to another nonprofit housing developer reasonably approved in advance in writing by the City. In connection with any such transfer approved by the City, the City agrees that such transfer shall not constitute a default under the City Loan Documents, and the City shall not exercise any rights it may have to accelerate the City Loan as a result of such transfer, provided such transferee expressly assumes the obligations of Borrower under the City Loan Documents.

8. This Agreement represents the entire agreement among the parties on the subject matter hereof, and except as expressly provided herein, shall not be affected by reference to any other documents. Neither this Agreement nor any provision hereof may be changed, waived, discharged, or terminated orally, but such may be accomplished only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

9. If any of the provisions or terms of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other of the

terms hereof, and this Agreement shall be construed as if such unenforceable term had never been contained herein.

10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.

Exhibit A is attached hereto and incorporated herein by this reference.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have entered into this Agreement, as of the date first written above.

BORROWER:

PAC AVENUE, L.P.,
a California limited partnership

By: Pac Avenue LLC,
a California limited liability company,
its general partner

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

By: _____
Eve Stewart,
Senior Vice President of Real Estate

COUNTY:

COUNTY OF ALAMEDA,
a political subdivision of the State of California

By: _____
Michelle Starratt, Director
Housing and Community Development Department

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY:

CITY OF LIVERMORE, a California municipal corporation

By: _____
Marianna A. Burch, City Manager

APPROVED AS TO FORM:

By: _____

Name: _____

Title: Deputy/Assistant/Senior Assistant/
City Attorney

[SIGNATURES MUST BE NOTARIZED]

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT REAL PROPERTY IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 2, OF PARCEL MAP 10858, FILED NOVEMBER 27, 2024, IN BOOK 360 OF PARCEL MAPS, AT PAGES 87, 88, and 89.

APN: 099-0950-008-02

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

First-Citizens Bank & Trust Company
222 2nd Street, 17th Floor
San Francisco, California 94105
Attention: Community Development Finance

APN: a portion of 099-0950-008-02

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

SUBORDINATION AGREEMENT
(CITY LOAN)

THIS SUBORDINATION AGREEMENT (this "**Agreement**") is dated as of March __, 2025 by and among (i) PAC AVENUE, L.P., a California limited partnership (the "**Borrower**"), (ii) CITY OF LIVERMORE, a California municipal corporation (the "**Subordinate Lender**"); and (iii) FIRST-CITIZENS BANK & TRUST COMPANY (the "**Senior Lender**").

Recitals

A. Borrower is the owner of a leasehold interest in certain real property located in the City of Livermore, County of Alameda, California and described in **Exhibit A** attached to this Agreement (the "**Property**").

B. Pursuant to that certain Loan Agreement (Construction Loan) dated as of March __, 2025 (the "**First Mortgage Loan Agreement**") by and between the Senior Lender and the Borrower, the Senior Lender has agreed to make a mortgage loan (collectively, the "**First Mortgage Loan**") to Borrower in the aggregate principal amount of [$30,605,014.00] to finance, in part the construction of the improvements on the Property. The First Mortgage Loan is or will be secured by a first mortgage lien (the "**First Mortgage**") on the Property executed by Borrower for the benefit of the Senior Lender. The Borrower's obligation to repay the First Mortgage Loan is evidenced by a Promissory Note Secured by Deed of Trust (Construction Loan) in the aggregate principal amount of [$30,605,014.00] (the "**First Mortgage Note**"). The First Mortgage Loan Agreement, the First Mortgage Note, the First Mortgage and all other documents executed in connection with the First Mortgage Loan are herein referred to collectively, the "**First Mortgage Loan Documents**").

C. Subordinate Lender has made a loan to Borrower in the principal amount of up to $7,157,000.00 ("**Subordinate Loan**") pursuant to an Affordable Housing Loan Agreement dated as of _____, 2025 ("**Subordinate Loan Agreement**"). The Subordinate Loan is evidenced by (i) that certain Promissory Note dated as of _____, 2025 in the original principal amount of $657,000.00 made by Borrower to the order of Subordinate Lender (the "**Predevelopment Loan Note**"); and (ii) that certain Promissory Note Secured by Deed of Trust, Assignment of Rents and Fixture Filing dated as of _____, 2025 in the original principal amount of $6,500,000.00 made by Borrower to the order of Subordinate Lender (the "**Development Loan Note**" and together with the Predevelopment Loan Note, collectively, the "**Subordinate Note**"). The Subordinate Loan evidenced by the Subordinate Note is secured by that certain Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of _____, 2025, made by Borrower for the benefit of Subordinate Lender and to be recorded concurrently herewith on the Property (the "**Subordinate Mortgage**"). In connection with the Subordinate Loan, Borrower has also executed the City Restrictions (defined below) which will be

recorded concurrently herewith on the Property. The City Restrictions shall be senior in priority to the First Mortgage Loan Documents.

D. The Senior Lender has agreed to permit the Subordinate Lender to make the Subordinate Loan and to place subordinate mortgage liens against the Property subject to all of the conditions contained in this Agreement.

NOW, THEREFORE, in order to induce the Senior Lender to permit the Subordinate Lender to make the Subordinate Loan to the Borrower and to place a subordinate mortgage lien against the Property, and in consideration thereof, the Senior Lender, the Subordinate Lender and the Borrower agree as follows:

1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"**Affiliate**" means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls such Person (the term "control" for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests).

"**Borrower**" means the Person named as such in the first paragraph of this Agreement and any other Person (other than the Senior Lender) who acquires title to the Property after the date of this Agreement.

"**Business Day**" means any day other than Saturday, Sunday or a day on which the Senior Lender is not open for business.

"**City Restrictions**" means that certain Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants dated as of _____, 2025, made by Borrower in favor of Subordinate Lender, to be recorded in the Official Records of Alameda County, California concurrently herewith.

"**Default Notice**" means: (a) a copy of the written notice from the Senior Lender to the Borrower stating that a First Mortgage Loan Default has occurred under the First Mortgage Loan; or (b) a copy of the written notice from the Subordinate Lender to the Borrower stating that a Subordinate Loan Default has occurred under the Subordinate Loan. Each Default Notice shall specify the default upon which such Default Notice is based.

"**First Mortgage Loan Default**" means the occurrence of an "Event of Default" as that term is defined in the First Mortgage Loan Documents.

"**First Mortgage Loan Documents**" means the First Mortgage Loan Agreement, the First Mortgage Note, the First Mortgage, and all other documents evidencing, securing or otherwise executed and delivered in connection with the First Mortgage Loan.

"**Person**" means an individual, estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own property.

"**Senior Lender**" means the Person named as such in the first paragraph of this Agreement. When any other Person becomes the legal holder of the First Mortgage Note, such other Person shall automatically become the Senior Lender.

"**Subordinate Lender**" has the meaning set forth in the first paragraph of this Agreement.

"**Subordinate Loan**" has the meaning set forth in Recital C of this Agreement.

"**Subordinate Loan Default**" means a default by the Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

"**Subordinate Loan Documents**" means the Subordinate Loan Agreement, the Subordinate Note, the Subordinate Mortgage, and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

2. Permission to Place Mortgage Lien Against Property.

The Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Property contained in the First Mortgage Loan Documents and subject to the provisions of this Agreement, to permit the Subordinate Lender to record the Subordinate Mortgage and other recordable Subordinate Loan Documents against the Property (which are subordinate with respect to payment and lien priority to the lien of the First Mortgage except for the City Restrictions which are senior in priority) to secure the Borrower's obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of the Borrower to the Subordinate Lender under and in connection with the Subordinate Loan. Such permission is subject to the condition that each of the representations and warranties made by the Borrower and the Subordinate Lender in Section 4 is true and correct on the date of this Agreement and on the date on which the proceeds of the Subordinate Loan are disbursed to the Borrower. If any of the representations and warranties made by the Borrower and the Subordinate Lender in Section 4 is not true and correct on both of those dates, the provisions of the First Mortgage Loan Documents applicable to unpermitted liens on the Property shall apply.

3. Lien Priority.

Each of Senior Lender and the Subordinate Lender agree that the Subordinate Loan Documents and City Restrictions are unconditionally and will remain at all times, liens, claims, or charges on the Property in the following priority order**:**

(a) The City Restrictions;

(b) The First Mortgage and First Mortgage Loan Documents; and

(c) The Subordinate Mortgage and Subordinate Loan Documents (except for the City Restrictions).

4. Borrower's and Subordinate Lender's Representations and Warranties.

The Borrower and the Subordinate Lender each makes the following representations and warranties to the Senior Lender as indicated below:

(a) **Reserved**.

(b) **Relationship of Borrower to Subordinate Lender and Senior Lender.** The Subordinate Lender represents it is not an Affiliate of the Borrower. The Subordinate Lender represents it is not in possession of any facts which would lead it to believe that the Senior Lender is an Affiliate of the Borrower.

(c) **Term.** The Subordinate Lender understands the term of the First Mortgage Note is a thirty (30) month construction term (with two possible ninety-day extensions). Based on this information, the Subordinate Lender represents that the term of the Subordinate Note does not end before the term of the First Mortgage Note.

(d) **Subordinate Loan Documents and City Restrictions.** The Subordinate Lender represents that the executed Subordinate Loan Documents and City Restrictions are substantially in the same forms as those submitted to the Senior Lender for approval prior to the recording of this Agreement. Upon execution and delivery of the Subordinate Loan Documents and City Restrictions, Borrower represents and warrants that it shall promptly provide to Senior Lender a true, complete and correct executed copy of each of the Subordinate Loan Documents and City Restrictions.

(e) **First Mortgage Loan Documents**. The Borrower represents that executed First Mortgage Loan Documents are substantially in the same forms as those submitted to the Borrower and Subordinate Lender for approval prior to the recording of this Agreement. Upon execution and delivery of the First Mortgage Loan Documents, Borrower represents and warrants that it shall promptly provide to Subordinate Lender a true, complete and correct executed copy of each of the First Mortgage Documents.

5. Terms of Subordination.

(a) **Agreement to Subordinate.** The Senior Lender and the Subordinate Lender agree that: (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement to the prior payment in full of the indebtedness evidenced by the First Mortgage Loan Documents, and (ii) the Subordinate Mortgage and the other Subordinate Loan Documents except for the City Restrictions are and shall be subject and subordinate in all respects to the liens of the First Mortgage and the other First Mortgage Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage and the other First Mortgage Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the First Mortgage, curing defaults by the Borrower under the First Mortgage Loan Documents or for any other purpose expressly permitted by the First Mortgage, or (2) constructing, renovating, repairing, furnishing, fixturing or equipping the Property).

(b) **Subordination of Subrogation Rights.** The Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of the Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Property which (but for this subsection) would be senior to the lien of the First Mortgage, then, in that event, such lien shall be subject and subordinate to the lien of the First Mortgage.

(c) **Payments Before First Mortgage Loan Default.** Until the Subordinate Lender receives a Default Notice of a First Mortgage Loan Default from the Senior Lender, the Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.

(d) **Payments After First Mortgage Loan Default.** The Borrower agrees that, after it receives notice (or otherwise acquires knowledge) of a First Mortgage Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without the Senior Lender's prior written consent. The Subordinate Lender agrees that, after it receives a Default Notice from the Senior Lender with written instructions directing the Subordinate Lender not to accept payments from the Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late

payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without the Senior Lender's prior written consent. If the Subordinate Lender receives written notice from the Senior Lender that the First Mortgage Loan Default which gave rise to the Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by the Senior Lender, the restrictions on payment to the Subordinate Lender in this Section 5 shall terminate, and the Senior Lender shall have no right to any subsequent payments made to the Subordinate Lender by the Borrower prior to the Subordinate Lender's receipt of a new Default Notice from the Senior Lender in accordance with the provisions of this Section 5(d).

(e) **Remitting Subordinate Loan Payments to Senior Lender.** If, after the Subordinate Lender receives a Default Notice from the Senior Lender in accordance with subsection (d) above, the Subordinate Lender receives any payments under the Subordinate Loan Documents, the Subordinate Lender agrees that such payment or other distribution will be promptly remitted, in kind to the Senior Lender, properly endorsed to the Senior Lender, to be applied to the principal of, interest on and other amounts due under the First Mortgage Loan Documents in accordance with the provisions of the First Mortgage Loan Documents. By executing this Agreement, the Borrower specifically authorizes the Subordinate Lender to endorse and remit any such payments to the Senior Lender, and specifically waives any and all rights to have such payments returned to the Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by the Subordinate Lender, and remitted to the Senior Lender under this Section 5, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to the Senior Lender waive any Subordinate Loan Default which may arise from the inability of the Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) **Agreement Not to Commence Bankruptcy Proceeding.** The Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to the Borrower, without the Senior Lender's prior written consent.

6. Default Under Subordinate Loan Documents or City Restrictions.

(a) **Notice of Default and Cure Rights.** The Subordinate Lender shall deliver to the Senior Lender a Default Notice within five (5) Business Days of delivery to the Borrower in each case where the Subordinate Lender has given a Default Notice to the Borrower. Failure of the Subordinate Lender to send a Default Notice to the Senior Lender shall not prevent the exercise of the Subordinate Lender's rights and remedies under the Subordinate Loan Documents or City Restrictions, subject to the provisions of this Agreement. The Senior Lender shall have the right, but not the obligation, to cure any such Subordinate Loan Default as provided below. Senior Lender may have up to thirty (30) days from the date of the Default Notice to cure any monetary default under the Subordinate Loan Documents or City Restrictions; provided, however that the Subordinate Lender shall be entitled, during such 30-day period to continue to pursue its rights and remedies under the Subordinate Loan Documents or City Restrictions with respect to the Property. Senior Lender may have up to ninety (90) days from the date of the Default Notice to cure any non-monetary default under the Subordinate Loan Documents or City Restrictions. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Property, or Subordinate Lender's secured position relative to the Property, as determined by Subordinate Lender in its sole discretion, then Subordinate Lender may exercise during such 90-day period all available rights and remedies under the Subordinate Loan Documents to protect and preserve the Property and the rents, revenues and other proceeds from the Property and enforce the City Restrictions. All amounts paid by the Senior Lender in accordance with the First Mortgage Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by the Senior Lender pursuant to, and shall be secured by the lien of, the First Mortgage.

(b) **Intentionally Omitted.**

(c) **Cross Default**. The Borrower and the Subordinate Lender agree that a Subordinate Loan Default shall constitute a First Mortgage Loan Default under the First Mortgage Loan Documents and the Senior Lender shall have the right to exercise all rights or remedies under the First Mortgage Loan Documents in the same manner as in the case of any other First Mortgage Loan Default. If the Subordinate Lender notifies the Senior Lender in writing that any Subordinate Loan Default of which the Senior Lender has received a Default Notice has been cured or waived, as determined by the Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Property pursuant to its rights under the First Mortgage Loan Documents, any First Mortgage Loan Default under the First Mortgage Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the First Mortgage Loan shall be reinstated, provided, however, that the Senior Lender shall not be required to return or otherwise credit for the benefit of the Borrower any default rate interest or other default related charges or payments received by the Senior Lender during such First Mortgage Loan Default.

7. Default Under First Mortgage Loan Documents.

(a) **Notice of Default and Cure Rights.** The Senior Lender shall deliver to the Subordinate Lender a Default Notice within five (5) Business Days of sending such Default Notice to the Borrower. The Subordinate Lender shall have the right, but not the obligation, to cure any such First Mortgage Loan Default as provided below. Subordinate Lender may have up to thirty (30) days from the date of the Default Notice to cure any monetary default under the First Mortgage Loan Documents; provided, however, that the Senior Lender shall be entitled during such 30-day period to continue to pursue its remedies with respect to the Property. Subordinate Lender may have up to ninety (90) days from the date of the Default Notice to cure a non-monetary default. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Property, or Senior Lender's secured position relative to the Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such 60-day period all available rights and remedies to protect and preserve the Property and the rents, revenues and other proceeds from the Property. At a minimum, the Subordinate Lender shall have the right to cure on the same terms as the Borrower. All amounts paid by the Subordinate Lender to the Senior Lender to cure a First Mortgage Loan Default shall be deemed to have been advanced by the Subordinate Lender pursuant to, and shall be secured by the lien of, the Subordinate Mortgage. Senior Lender shall not complete a foreclosure sale or accept a deed in lieu of foreclosure prior to the expiration of any applicable cure periods provided to Subordinate Lender.

(b) If a cure of the First Mortgage Loan Default is completed within the applicable cure period, the Senior Lender: (i) will rescind any notice of default recorded and request dismissal of any receiver who has been appointed, after reimbursement of all of Senior Lender's costs, including, without limitation, reasonable attorney's fees and costs, and (ii) will not exercise its right to accelerate (or will de-accelerate) the amounts due under the Senior Loan Documents by reason of the Default Notice cured by Subordinate Lender or Borrower; provided, however, that nothing herein shall be construed to waive or limit any of the Senior Lender's rights or remedies as to any uncured default, or any subsequent default, by Borrower.

(c) **Cross Default.** The Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a First Mortgage Loan Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents until either (i) the Senior Lender has accelerated the maturity of the First Mortgage Loan, (ii) the Senior Lender has taken affirmative action to exercise its rights under the First Mortgage to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the First Mortgage, or (iii) the Senior Lender has delivered a Default Notice to the Borrower. At any time after a First Mortgage Loan Default is determined to constitute a default under the Subordinate Loan Documents, the Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time the Borrower cures any First

Mortgage Loan Default to the satisfaction of the Senior Lender, as evidenced by written notice from the Senior Lender to the Subordinate Lender, any default under the Subordinate Loan Documents arising solely from such First Mortgage Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such First Mortgage Loan Default had never occurred.

8. Conflict.

The Borrower, the Senior Lender and the Subordinate Lender each agrees that, in the event of any conflict between the terms of the First Mortgage Loan Documents, any of the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of the Senior Lender and the Subordinate Lender in the Property; and (b) solely as between the Senior Lender and the Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which the Senior Lender and the Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any First Mortgage Loan Default or Subordinate Loan Default, as the case may be; give the Borrower the right to notice of any First Mortgage Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under the First Mortgage Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

9. Rights and Obligations of the Subordinate Lender Under the Subordinate Loan Documents and of the Senior Lender under the First Mortgage Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) **Protection of Security Interest.** The Subordinate Lender shall not, without the prior written consent of the Senior Lender in each instance, amend its Subordinate Loan Documents to increase the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that the Subordinate Lender shall have the right to advance funds to cure First Mortgage Loan Defaults pursuant to Section 7(a) above and advance funds pursuant to the Subordinate Mortgage for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Property and curing other defaults by the Borrower under the Subordinate Loan Documents.

(b) **Condemnation or Casualty.** In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Property (collectively, a "**Taking**"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Property (collectively, a "**Casualty**"), at any time or times when the First Mortgage remains a lien on the Property the following provisions shall apply:

(1) The Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to the Senior Lender's rights under the First Mortgage Loan Documents with respect thereto, and the Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Senior Lender; provided, however, this subsection and/or anything contained in this Agreement shall not limit the rights of the Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Taking and/or Casualty; and

(2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair

and restoration or to payment of the First Mortgage Loan) in the manner determined by the Senior Lender in its sole discretion; provided, however, that if the Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the First Mortgage Loan, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the First Mortgage Loan shall be paid to, and may be applied by, the Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, the Senior Lender agrees to consult with the Subordinate Lender in determining the application of Casualty proceeds, provided further however that in the event of any disagreement between the Senior Lender and the Subordinate Lender over the application of Casualty proceeds, the decision of the Senior Lender, in its sole discretion, shall prevail.

(c) **No Modification of Subordinate Loan Documents or City Restrictions.** The Borrower and the Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the First Mortgage Loan Documents have been paid in full, it will not, without the prior written consent of the Senior Lender in each instance, amend its documents to increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend either of the Subordinate Loan's repayment terms in a manner that creates an adverse effect upon the Senior Lender under the First Mortgage Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents or City Restrictions or assignment of the Subordinate Lender's interest in the Subordinate Loan without the Senior Lender's consent shall be void ab initio and of no effect whatsoever.

10. Modification of First Mortgage Loan.

The Subordinate Lender consents to any agreement or amendment by which the Senior Lender waives, postpones, extends, reduces or modifies any provisions of the First Mortgage Loan Documents, including any provision requiring the payment of money provided, however, that such consent shall not extend to any provision that increases the amount of the Senior Loan (other than pursuant to a protective advance permitted by the First Mortgage Loan Documents or applicable law); increases the interest rate, except as set forth in the First Mortgage Loan Documents; or decreases the term of the Senior Loan; or increases the required payments due under the Senior Loan except as set forth in the First Mortgage Loan Documents.

11. Default by the Subordinate Lender or Senior Lender.

If the Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

12. Notices.

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the Senior Lender or the Subordinate Lender are required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

SENIOR LENDER:	First-Citizens Bank & Trust Company 222 2nd Street, 17th Floor San Francisco, CA 94105 Attention: Community Development Finance
BORROWER:	Pac Avenue, L.P. c/o Satellite Affordable Housing Associates 1835 Alcatraz Avenue Berkeley, CA 94703 Attn: Eve Stewart *with a copy to*: Interfaith Housing, Inc. 550 Hillcrest Avenue Livermore, CA 94550 Attn: President
SUBORDINATE LENDER:	City of Livermore 1052 S. Livermore Avenue Livermore, CA 94550-1052 Attention: City Manager

Any party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

13. General.

(a) **Assignment/Successors.** This Agreement shall be binding upon the Borrower, the Senior Lender and the Subordinate Lender and shall inure to the benefit of the respective legal successors and assigns of the Senior Lender and the Subordinate Lender.

(b) **No Partnership or Joint Venture.** The Senior Lender's permission for the placement of the Subordinate Loan Documents and City Restrictions does not constitute the Senior Lender as a joint venturer or partner of the Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) **Senior Lender's and Subordinate Lender's Consent.** Wherever the Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever the Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) **Further Assurances.** The Subordinate Lender, the Senior Lender and the Borrower each agree, at the Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Mortgage is subordinate to the lien, covenants and conditions of the First Mortgage, or to further evidence the intent of this Agreement.

(e) **Amendment.** This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located.

(g) **Severable Provisions.** If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) **Term.** The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the First Mortgage Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which the Subordinate Lender is obligated to remit to the Senior Lender pursuant to Section 5 hereof; (iii) the acquisition by the Senior Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the First Mortgage; or (iv) the acquisition by the Subordinate Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Mortgage, but only if such acquisition of title does not violate any of the terms of this Agreement.

(i) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SENIOR LENDER:

FIRST-CITIZENS BANK & TRUST COMPANY

By: _____
Carlotta R. Mills
Vice President

SUBORDINATE LENDER:

CITY OF LIVERMORE,
a California municipal corporation

By: _____
Marianna A. Burch
City Manager

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____
Name: Katherine Mirassou
Assistant City Attorney

BORROWER:

PAC AVENUE, L.P.,
a California limited partnership

By: Pac Avenue LLC,
a California limited liability company
Its General Partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit corporation
Its Member and Manager

By: _____
Eve Stewart
Senior Vice President of Real Estate Development

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

State of California)
County of _____)

On _____, before me, _____, 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 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 _____

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

State of California)
County of _____)

On _____, before me, _____, 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 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 _____

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

State of California)
County of _____)

On _____, before me, _____, 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 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 _____

Exhibit A

Legal Description

ALL THAT REAL PROPERTY LOCATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, CALIFORNIA, DESCRIBED AS FOLLOWS:

Parcel 2 of Parcel Map 10858, filed on November 27, 2024, in Book 360 of Parcel Maps, at Pages 87, 88 and 89.

APN: a portion of 099-0950-008-02

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

U.S. Department of Housing and Urban Development
One Sansome Street, Suite 1200
San Francisco, California 94104
Attention: Office of Regional Counsel

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383
AND 27388.1(a)(2)(C)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 099-0950-008-02
Address: 3701 Pacific Avenue, Livermore, California 94550

MODIFICATION AND SUBORDINATION AGREEMENT
(City of Livermore Loan)
(Pacific Avenue Senior Homes)

NOTICE: THIS AGREEMENT RESULTS IN CERTAIN COVENANTS AND DEEDS OF TRUST TO BE SUBJECT TO AND OF LOWER PRIORITY THAN OTHER COVENANTS AND FURTHER RESULTS IN A SECURITY INTEREST UNDER A CERTAIN DEED OF TRUST BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Modification and Subordination Agreement (this "**Agreement**"), is made as of _____, 2026, by and among Pac Avenue, L.P., a California limited partnership (the "**Borrower**"), the City of Livermore, a municipal corporation (the "**Lender**"), present holder and owner of the deed of trust and note first hereinafter described, for the benefit of the United States of America, acting by and through the Secretary of Housing and Urban Development ("**HUD**"), with reference to the following facts:

RECITALS

A. WHEREAS, the Borrower owns that certain property legally described in Exhibit A, attached hereto and incorporated herein by this reference (the "**Property**");

B. WHEREAS, the Borrower and the Lender are parties to that certain Affordable Housing Loan Agreement, dated as of March ___, 2025 (the "**Junior Loan Agreement**");

C. WHEREAS, the Junior Loan Agreement provides that the Borrower would construct and maintain improvements as more particularly set forth in the Junior Loan Agreement, including the operation of affordable rental housing on the Property. In addition, the Junior Loan Agreement provides that the Lender would make a loan in the original principal amount of Six Million Five Hundred Thousand and No/100ths Dollars ($6,500,000.00) (the "**Junior Loan**"). The Junior Loan is evidenced by an unrecorded Promissory Note, dated as of March ___, 2025 (the "**Junior Note**"), and is secured by a Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of March ___, 2025, and recorded in the Official Records of Alameda County, California (the "**Official Records**") on March ___, 2025, as Instrument Number 2025-_____ (the "**Junior Deed of Trust**," and together with the Junior Loan Agreement and the Junior Note, collectively, the "**Junior Loan Documents**");

D. WHEREAS, the Junior Loan Documents provide that it was contemplated that HUD would originate a loan to the Borrower from capital advance funds following substantial completion of construction of the improvements to the Property (the "**HUD Loan**"), and that the Lender would subordinate the Junior Loan Documents to each of the following documents required by HUD to secure the HUD Loan: (i) Deed of Trust With Assignment of Rents, (ii) Regulatory Agreement for Capital Advance Mixed Finance Program, (iii) Capital Advance Mixed-Finance Program Use Agreement, and (iv) UCC Financing Statement (collectively, the "**HUD Loan Documents**");

E. WHEREAS, it is a condition precedent to obtaining funding of the HUD Loan that each of the HUD Loan Documents shall unconditionally be a lien or charge upon the Property prior and superior to the lien or charge of each of the Junior Loan Documents;

F. WHEREAS, HUD requires that each of the Junior Loan Documents be modified to add the HUD-Required Provisions Rider, attached hereto as Exhibit B, and to be subordinated to the HUD Loan Documents pursuant to this Agreement; and

G. WHEREAS, it is to the mutual benefit of the parties hereto that HUD originate the loan to the Borrower, and the Lender agrees that the Junior Loan Documents shall be junior and subordinate to each of the HUD Loan Documents.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lender to make the Junior Loan above referred to and to induce HUD to disburse proceeds of the HUD Loan above referred to, it is hereby declared, understood, and agreed as follows:

AGREEMENT

1. That each of the HUD Loan Documents shall unconditionally be a lien or charge on the Property prior and superior to the lien or charge of the Junior Loan Documents.

2. That the HUD-Required Provisions Rider, attached hereto as Exhibit B, is incorporated and made a part of the Junior Deed of Trust as if fully set forth therein.

3. That HUD would not make the above-described HUD Loan without this Agreement.

4. In the event of a mortgage or deed of trust default or breach by the Borrower, whether prior to or after the completion of the construction of any of the "**Improvements**" (as defined in the Junior Loan Agreement) or any part thereof (continuing until the expiration of the term of the Junior Loan Agreement), the Borrower shall immediately deliver to each of the Lender and HUD a copy of any applicable notice of default. If the holder of any mortgage or deed of trust has not exercised its option to construct, each of HUD and the Lender shall have the right but not the obligation to cure the default. In such event, HUD and the Lender, as applicable, shall be entitled to reimbursement from the Borrower of all proper costs and expenses incurred by HUD or the Lender, as applicable, in curing such default.

Each of the Lender and the Borrower agree to provide HUD with notice of default by the Borrower under the Junior Loan Agreement, including instruments delivered in connection therewith, with HUD being afforded a reasonable time (not less than ninety (90) calendar days from the date of receipt of the notice of default) to cure (but under no obligation to do so); provided that the obligation of the Lender to provide notice is limited to matters of which the Lender has actual knowledge.

[**SIGNATURE PAGES FOLLOW**]

BORROWER:

PAC AVENUE, L.P.,
a California limited partnership

By: Pac Avenue LLC,
a California limited liability company,
its general partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit corporation,
a member and the manager

By: _____
Eve Stewart
Senior Vice President of Real Estate Development

[**SIGNATURES MUST BE ACKNOWLEDGED**]

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)

On _____, 2026, before me, _____, Notary Public, personally appeared Eve Stewart, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____

Name: _____

LENDER:

CITY OF LIVERMORE,
a municipal corporation

By: _____
Marianna A. Burch
City Manager

ATTEST:

By: _____

APPROVED AS TO FORM:

_____
Deputy/Assistant/Senior Assistant/City Attorney

[**SIGNATURES MUST BE ACKNOWLEDGED**]

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)

On _____, 2026, before me, _____, Notary Public, personally appeared Marianna A. Burch, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____

Name: _____

HUD:

THE UNITED STATES OF AMERICA,
ACTING BY AND THROUGH THE
SECRETARY OF HOUSING AND URBAN
DEVELOPMENT

By: _____

Name: _____

Its: Authorized Agent

[**SIGNATURES MUST BE ACKNOWLEDGED**]

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 SAN FRANCISCO)

On _____, 2026, before me, _____, Notary Public, personally appeared _____-, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____

Name: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the County of Alameda, City of Livermore, State of California, and is described as follows:

Parcel 2, of Parcel Map 10858, filed on November 27, 2024, in Book 360 of Parcel Maps, at Pages 87, 88, and 89.

APN: a portion of 099-0950-008-02.

EXHIBIT B

HUD-REQUIRED PROVISIONS RIDER

For value received, the undersigned agree that the following provisions (this "**Rider**") shall be incorporated into and made a part of the following documents: (i) that certain Affordable Housing Loan Agreement (the "**Junior Loan Agreement**"), between Pac Avenue, L.P., a California limited partnership (the "**Borrower**"), and the City of Livermore, a municipal corporation (the "**Lender**"), (ii) that certain Promissory Note, from the Borrower to the Lender (the "**Junior Note**"), (iii) that certain Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants, between the Borrower and the Lender (the "**Junior Regulatory Agreement**"), and (iv) that certain Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, by the Borrower to the Lender (the "**Junior Deed of Trust**"), each dated as of March ___, 2025 (collectively, the "**Junior Loan Documents**"), relating to the property commonly known as Pacific Avenue Senior Homes (the "**Project**").

In the event of any conflict, inconsistency or ambiguity between the provisions of this Rider and the provisions of the Junior Loan Documents, the provisions of this Rider shall control. All capitalized terms used herein and not otherwise defined herein shall have the meaning given to such terms in the Junior Loan Documents. As used in this Rider, the term "**HUD Loan Documents**" shall mean the following documents relating to the HUD Section 202 Capital Advance (the "**HUD Capital Advance**"), for the Project (HUD Project Number 121-EE240):

A. Deed of Trust With Assignment of Rents, from the Borrower to HUD (the "**HUD Deed of Trust**");

B. Regulatory Agreement for Capital Advance Mixed Finance Program, between the Borrower and HUD, recorded against the Property (the "**HUD Regulatory Agreement**");

C. Capital Advance Mixed-Finance Program Use Agreement, between the Borrower and HUD recorded concurrently herewith (the "**HUD Use Agreement**"), incorporated by reference in the HUD Deed of Trust;

D. Security Agreement, between the Borrower and HUD (the "**HUD Security Agreement**");

E. Project Rental Assistance Contract (the "**PRAC**"); and

F. Other HUD Capital Advance documents.

1. Term of Rider. Notwithstanding anything else in this Rider to the contrary, the provisions of this Rider shall be and remain in effect only so long as any of the HUD Loan

Documents are in effect; thereafter, this Rider and its requirements shall be deemed no longer in effect.

2. Subordination. The covenants contained in the Junior Loan Documents shall be subordinate to the rights of HUD under the HUD Loan Documents, and to the HUD rules and regulations pertaining thereto; and furthermore, the Junior Loan Documents shall not be enforceable against the Secretary of HUD, his or her successors and assigns, should the Secretary of HUD acquire title to the Project by power of sale, foreclosure, or by deed-in-lieu of foreclosure. In addition, so long as the HUD Loan Documents are in effect, in the event that there are any conflicts between the terms and conditions in the Junior Loan Documents and the terms and conditions of the HUD Loan Documents and HUD rules and regulations pertaining thereto, the HUD Loan Documents and HUD rules and regulations shall prevail. No default may be declared under the Junior Loan Documents without prior written HUD consent.

3. HUD Rules. During the time period in which Section 202 or the PRAC regulations apply to the Project, rents approved by HUD pursuant to the Section 202 program and the PRAC shall be deemed to be in compliance with the Junior Regulatory Agreement, and compliance by the Borrower with the Section 202 regulations and the PRAC with respect to continued occupancy by households whose incomes are at or below the eligible income limitations in Section 2.1 of the Junior Regulatory Agreement, or other matters set forth in Section 2 of the Junior Regulatory Agreement, shall be deemed to be in compliance with the requirements of the Junior Loan Documents. Nothing in the Junior Loan Documents shall in any way limit, interfere or conflict with the rights of HUD with respect to development, operation and management of the Project; nor can the Junior Loan Documents in any way jeopardize the continued operation of the project on terms at least as favorable to existing as well as future tenants.

4. Maturity Date. The Junior Note may not mature, and may not bear a maturity date, prior to the date on which the HUD Note matures. The term of the Junior Loan Documents shall be extended if the Junior Note matures, there are no residual receipts or non-Project funds available for repayment and the HUD Deed of Trust has not been retired in full or if HUD grants a deferment of amortization or forbearance that results in an extended maturity of the HUD Loan Documents.

5. Residual Receipts. As long as HUD, its successors or assigns, is the insurer or holder of the HUD Loan Documents, any payments due from Project income from the Section 202 units under the Junior Loan Documents, or any prepayments made with Project income from the Section 202 units, shall be payable only from residual receipts of the Project, as that term is defined in the HUD Regulatory Agreement, between HUD and the Borrower, and subject to the availability of residual receipts in accordance with the provision of the HUD Regulatory Agreement. No payments or prepayments using residual receipts can be made without HUD approval. The Borrower may make payments or prepayments at any time without HUD approval using funds that do not come from Project income from the Section 202 units. The restrictions on payment imposed by this Section 5 shall not excuse any default caused by the failure of the makers to pay the indebtedness evidenced by the Junior Note.

6. Indemnification. Enforcement by the Lender of any indemnification provisions in the Junior Loan Documents will not and shall not result in any monetary claim against the Project, the proceeds of the HUD Capital Advance, any reserve or deposit required by HUD in connection with the HUD Capital Advance, or the rents or other income from the Section 202 units in the Project other than residual receipts authorized for release by HUD, without the prior written consent of HUD, but the Lender shall have the right to add any amounts due the Lender pursuant to indemnification provisions in the Junior Loan Documents to the principal amount of the Junior Loan and the Junior Note and interest shall accrue thereon commencing on the date indemnification payments are due. In addition, any indemnification provisions shall not be enforceable against the Secretary of HUD, his or her successors and assigns, should the Secretary of HUD acquire title to the Project by power of sale, foreclosure, or by deed-in-lieu of foreclosure.

7. Transfer. Approval by HUD of a Transfer of Physical Assets (as defined in HUD Handbook 4350.1, REV-1, Chapter 13) ("**TPA**") shall constitute approval of the transfer by the Lender, and the Borrower shall deliver to the Lender at the same time as its delivery to HUD, any application for approval of a proposed transfer to HUD. Also, the Borrower shall require the transferee to expressly assume the obligations of the Borrower under the Junior Loan Documents; provided, however, HUD shall not be required to enforce the requirements of this sentence and if the Borrower and any transferee fail to include such assumption in transfer documents, such failure shall not affect the validity of the transfer. The Lender shall have the right to specifically enforce the requirement that any transferee assume the obligations of the Borrower under the Junior Loan Documents. In the absence of such written assumption, no transfer shall be deemed to relieve the transferor from any obligations under the Junior Loan Documents.

8. Default under Junior Loan Documents. The Lender shall not declare a default under the Junior Loan Documents unless it has received the prior written approval of HUD, and the right of the Lender to accelerate the Junior Note during the term of the HUD Loan Documents shall be enforceable only with the prior written approval of HUD.

9. Receiver. The Lender, for itself, its successors and assigns, further covenants and agrees that in the event of the appointment of a receiver in any action by the Lender, its successors and assigns, to foreclose the Junior Deed of Trust, no rents, revenue or other income of the Project collected by the receiver or by the mortgagee-in-possession shall be utilized for the payment of interest, principal, or any other charges due and payable under the Junior Deed of Trust, except from "Residual Receipts," if any, as the term is defined in the HUD Regulatory Agreement. The appointment of a receiver shall require approval by the Secretary of HUD, and pursuant to HUD regulations, as long as the Lender is beneficiary under the Junior Deed of Trust, the Lender cannot be mortgagee-in-possession. In the event of the appointment, by any court, of any person, other than HUD, the Lender, as a receiver or a mortgagee or party in possession, or in the event of any enforcement of any assignment of leases, rents, issues, profits, or contracts contained in the Junior Loan Documents, with or without court action, no rents, revenue or other income of the Project collected by the receiver, person in possession or person pursuing enforcement as aforesaid, shall be utilized for the payment of interest, principal or any

other amount due and payable under the provisions of the Junior Loan Documents, except from Residual Receipts in accordance with the HUD Regulatory Agreement. The receiver, person in possession or person pursuing enforcement shall operate the Project in accordance with all provisions of the HUD Loan Documents.

10. Deed-in-Lieu of Foreclosure. In the event that HUD acquires title to the Project by deed-in-lieu of foreclosure, the lien of the Junior Deed of Trust will automatically terminate subject to the conditions as hereinafter described. HUD may cure a default under the HUD Deed of Trust prior to conveyance by deed-in-lieu of foreclosure. HUD shall give written notice to the Lender of a proposed tender of title in the event HUD decides to accept a deed-in-lieu of foreclosure. HUD will only give such written notice if, at the time of the placing of the subordinate lien against the Property, HUD receives a copy of an endorsement to the title policy of the Borrower or the Lender which indicates that (a) the Junior Deed of Trust has been recorded, and (b) HUD is required to give notice of any proposed election or tender of a deed-in-lieu of foreclosure. Such notice shall be given at the address stated in the Junior Deed of Trust or such other addresses as later on provided to HUD by written notice, and designated by the Lender as its legal business address. The Lender shall have thirty (30) calendar days to cure the default after notice of intent to accept a deed-in-lieu of foreclosure is mailed.

11. Borrower's Notice to Agency. Notwithstanding the requirements set forth in Section 10 of this Rider, in the event that the Borrower contemplates executing a deed-in-lieu of foreclosure, the Borrower shall first give the Lender thirty (30) calendar days prior written notice; provided, however, that the failure of the Borrower to give said notice shall have no effect on the right of HUD to accept a deed-in-lieu of foreclosure.

12. Sale, Transfer or Assignment of the Junior Note. The Junior Note is non-negotiable and may not be sold, transferred, assigned or pledged by the Lender except with the prior approval of HUD.

13. Amendment. No amendment to the Junior Loan Documents made after the date of this Rider shall have any force or affect until and unless such amendment is approved in writing by HUD.

[**SIGNATURE PAGE FOLLOWS**]

IN WITNESS WHEREOF, the Borrower and the Lender have executed this Rider as follows:

BORROWER:

PAC AVENUE, L.P.,
a California limited partnership

By: Pac Avenue LLC,
a California limited liability company,
its general partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit corporation,
a member and the manager

By: _____
Eve Stewart
Senior Vice President of Real Estate Development

[**SIGNATURES MUST BE ACKNOWLEDGED**]

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)

On _____, 2026, before me, _____, Notary Public, personally appeared Eve Stewart, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____

Name: _____

LENDER:

CITY OF LIVERMORE,
a municipal corporation

By: _____
Marianna A. Burch
City Manager

ATTEST:

By: _____

APPROVED AS TO FORM:

_____
Deputy/Assistant/Senior Assistant/City Attorney

[**SIGNATURES MUST BE ACKNOWLEDGED**]

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)

On _____, 2026, before me, _____, Notary Public, personally appeared Marianna A. Burch, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____

Name: _____

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

U.S. Department of Housing and Urban Development
One Sansome Street, Suite 1200
San Francisco, California 94104
Attention: Office of Regional Counsel

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383
AND 27388.1(a)(2)(C)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 099-0950-008-02
Address: 3701 Pacific Avenue, Livermore, California 94550

CAPITAL ADVANCE MIXED-FINANCE PROGRAM USE AGREEMENT
(Pacific Avenue Senior Homes)

Capital Advance Mixed-Finance Program Use Agreement

For Section 202 of the Housing Act of 1959 or
Section 811 of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0470 (Exp. 08/31/2013)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2502-0470), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Do not send this form to the above address.

This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to determine if the projects meet statutory requirements, ensuring the continued marketability of the projects. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.

This Agreement made the 1st day of April, 2025, by and among the United States of America, Secretary of Housing and Urban Development (hereinafter called "HUD"), Pac Avenue, L.P., a limited partnership, organized and existing under and by virtue of the laws of the State of California (hereinafter called the "Owner"), and the City of Livermore, a municipal corporation, organized and existing under and by virtue of the laws of the State of California (hereinafter called the "City"), provides as follows:

Whereas, the Sponsor/Owner and HUD have entered into a Capital Advance Agreement or a Firm Commitment for Capital Advance Financing Upon Project Completion to assist in financing a rental housing project to house elderly persons or persons with disabilities, (hereinafter called "persons"), in accordance with Section 202 of the Housing Act of 1959 or Section 811 of the National Affordable Housing Act, and the applicable regulations;

Whereas, the City has leased the real property as described in Exhibit "A" attached hereto to the Owner pursuant to the terms of a long-term ground lease agreement;

Whereas, HUD through the Capital Advance Agreement has provided funding for the Project identified as project number 121-EE240, financed with a Note and Deed of Trust, to be entered into by the Owner after completion of construction of the Project, and covering real property as described in Exhibit "A" attached hereto, which Deed of Trust will be recorded in the Recorder's Office of Alameda County;

Whereas, HUD through a Firm Commitment for Capital Advance Financing Upon Project Completion for the Project identified as project number 121-EE240 and covering real property as described in Exhibit "A" attached hereto;

Whereas, the capital advance-assisted units are subject to a Regulatory Agreement, to be entered into by the parties after completion of construction of the Project, and to be recorded in the Recorder's Office of Alameda County; and

Whereas, pursuant to section 202 of the Housing Act of 1959 (elderly projects) or section 811 of the National Affordable Housing Act (disabled projects) and the corresponding regulations, in exchange for HUD's agreement to provide capital advance financing and project rental assistance payments, the Owner has agreed to continue to operate the assisted units only as rental housing for very-low income elderly or disabled persons for not less than fifty-five (55) years from April 1, 2025, unless otherwise approved by HUD;

Now Therefore, in consideration of the mutual promises set forth herein and of other valuable consideration, the parties hereby agree as follows:

1. **Definitions.** All terms used in this Agreement have the same meaning as set forth in the definitions in 24 CFR Part 891.

2. **Term.** This Agreement shall remain in effect for not less than 55 years from April 1, 2025, unless otherwise approved by HUD.

3. **Use Restriction.** The assisted units shall be used solely as rental housing for very-low income elderly or disabled persons. If there is any approved commercial use or non-assisted units in the Project, rents from the assisted units shall not be used to pay any expenses incurred with respect to the commercial use or non-assisted units.

4. **Subordination.** This Use Agreement is subordinate to any low income housing tax credit use agreement.

5. **Maintenance of Affordability.**

   a. Upon expiration or termination of the Project Rental Assistance Contract, the Owner, to the extent practical, will maintain the assisted-units as affordable to very-low-income tenants.

   b. The Owner will accept any rental assistance offered by HUD.

   c. In the event that rental assistance is not available for the assisted units, the very-low-income tenants shall pay for rent 30 percent of 50 percent of Median Income for the area.

6. **Transfer.** HUD has been granted and is possessed of an interest in the above described assisted units such that the Owner shall remain seized of the title to said property and refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said assisted units in the property or any part thereof without the release of said covenants by HUD. The Owner has constituted HUD as its attorney-in-fact to transfer the assisted units to another entity in the event of default under the Capital Advance Agreement or the Regulatory Agreement. The Owner may transfer the assisted units during the term of this Agreement only with the prior written approval of HUD, and any such grantee shall assume the obligations under this Agreement as a condition of any transfer. In any event, this Agreement shall be binding upon the Owner's successors and assigns.

7. **Release.** The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the Owner of any real or personal property which is determined to be excess to the needs of the assisted units, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying an interest therein, or (4) upon any instrument of release made by the Owner of the assisted units shall not be effective to release such property from the restrictive covenants hereby created.

8. **Reports.** The Owner shall furnish the Secretary with such reports concerning the financial condition, operation and condition of the assisted units as the Secretary may prescribe.

9. **Enforcement.** In the event of a breach or threatened breach of any of the provisions of this Agreement, any eligible tenant or applicant for occupancy of the assisted units, or the Secretary or his or her successors or delegates, may institute proper legal action to enforce performance of such provisions, to enjoin any acts in violation of such provisions, to recover whatever damages can be proven, and/or to obtain whatever other relief may be appropriate.

10. **Severability.** The invalidity, in whole or in part, of any of the provisions set forth above shall not affect or invalidate any remaining provisions.

11. **Impairment of Regulatory Agreement.** The terms and provisions of the Regulatory Agreement shall continue in full force and effect except as expressly modified herein. Conflicts between this Agreement and the Regulatory Agreement shall be resolved in favor of this Agreement.

12. **Execution of Other Agreements.** The Owner agrees that it has not and will not execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this Agreement, and that in any event, the provisions of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other conflicting requirements.

13. **Subsequent Statutory Amendments.** If revisions to the provisions of this Use Agreement are necessitated by subsequent statutory amendments, the Owner agrees to execute modifications to this Use Agreement that are needed to conform to the statutory amendments. In the alternative, at HUD's option, HUD may implement any such statutory amendment through rulemaking by amending 24 C.F.R. Part 891.

In Witness Whereof, the Owner, HUD, and the City, by their respective officers thereunto duly authorized, have caused these presents to be signed in their respective name and attested this 1st day of April 2025.

OWNER:

PAC AVENUE, L.P.,
a California limited partnership

By: Pac Avenue LLC,
a California limited liability company,
its general partner

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

By: _____
Eve Stewart
Senior Vice President of Real Estate Development

[**SIGNATURES MUST BE ACKNOWLEDGED**]

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)

On April ___, 2025, before me, _____, Notary Public, personally appeared Eve Stewart, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____

Name: _____

HUD:

THE UNITED STATES OF AMERICA,
ACTING BY AND THROUGH THE
SECRETARY OF HOUSING AND URBAN
DEVELOPMENT

By: _____

Name: _____

Its: Authorized Agent

[**SIGNATURES MUST BE ACKNOWLEDGED**]

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 SAN FRANCISCO)

On April ___, 2025, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____

Name: _____

CITY:

CITY OF LIVERMORE,
a municipal corporation

By: _____
Marianna A. Burch
City Manager

ATTEST:

By: _____

APPROVED AS TO FORM:

_____
Deputy/Assistant/Senior Assistant/City Attorney

[**SIGNATURES MUST BE ACKNOWLEDGED**]

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)

On April ___, 2025, before me, _____, Notary Public, personally appeared Marianna A. Burch, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____

Name: _____

EXHIBIT A

LEGAL DESCRIPTION

The land referred to is situated in the County of Alameda, City of Livermore, State of California, and is described as follows:

Parcel 2, of Parcel Map 10858, filed on November 27, 2024, in Book 360 of Parcel Maps, at Pages 87, 88, and 89.

APN: a portion of 099-0950-008-02.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.9**

DATE: March 24, 2025

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution amending the City of Livermore Salary Plan dated March 2025 in accordance with California Code of Regulations, Title 2, Section 570.5 to provide 5% salary increases for positions the City has had challenges with recruitment and retention

RECOMMENDED ACTION

Staff recommends adopting a resolution amending the City of Livermore Salary Plan dated March 2025 in accordance with California Code of Regulations, Title 2, Section 570.5.

SUMMARY

Staff recommends approving the following changes to the salary plan:

1. Amend the Salary Plan to incorporate a 5% increase to the classifications of Public Safety Dispatcher (Job Class 4300), Public Safety Dispatcher, Senior (Job Class 4301), Public Safety Dispatcher, Supervising (Job Class 4302), Crime & Intelligence Analyst (Job Class 4150), Water Resources Instrument Control Technician (Job Class 5100), Electrician (Job Class 5090), Water Resources Coordinator - Electrical and Instrumentation (Job Class 5171), Mechanic (Job Class 5070), and Mechanic, Senior (Job Class 5071).

DISCUSSION

The City is committed to maintaining a competitive position in the labor market to attract and retain top talent. The City has experienced recruitment and retention challenges with the positions listed below, which impacts the City's ability to effectively deliver services and meet organizational goals.

- Public Safety Dispatcher (Job Class 4300)
- Public Safety Dispatcher, Senior (Job Class 4301)
- Public Safety Dispatcher, Supervising (Job Class 4302)
- Crime & Intelligence Analyst (Job Class 4150)
- Water Resources Instrument Control Technician (Job Class 5100)
- Electrician (Job Class 5090)
- Water Resources Coordinator - Electrical and Instrumentation (Job Class 5171)

- Mechanic (Job Class 5070)
- Mechanic, Senior (Job Class 5071)

Based on a recent compensation study, these positions' total compensation is between 3.3% and 14.6% below comparable agencies. In addition, the City competes with the private sector for mechanics and electricians, that generally pay more than local government for these classifications. In response to these challenges, staff recommends these classifications receive a 5% increase to their base salaries. This decision is driven by the City's difficulty attracting qualified candidates particularly in a competitive labor market. The proposed increase will enhance the City's position in the market to both attract new talent and retain employees in these critical roles.

FISCAL AND ADMINISTRATIVE IMPACTS

The fiscal impact of these increases will be approximately $197,300 to the General Fund and $44,700 to the enterprise funds annually. There are sufficient funds in the budget to cover these costs.

COMMUNITY PILLAR

5: A City that Works

GOAL

8: Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization.

ATTACHMENTS

1. Resolution
2. Exhibit A - Salary Plan effective March 2025

Prepared by: Kristen Hilton
Human Resource Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AMENDING THE CITY OF LIVERMORE SALARY PLAN DATED MARCH 2025, IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

The proposed City of Livermore Salary Plan, attached hereto as Exhibit A, is intended to make the following amendments:

1. Incorporate a 5% base salary adjustment to the following classifications
    - Public Safety Dispatcher (Job Class 4300)
    - Public Safety Dispatcher, Senior (Job Class 4301)
    - Public Safety Dispatcher, Supervising (Job Class 4302)
    - Crime & Intelligence Analyst (Job Class 4150)
    - Water Resources Instrument Control Technician (Job Class 5100)
    - Electrician (Job Class 5090)
    - Water Resources Coordinator - Electrical and Instrumentation (Job Class 5171)
    - Mechanic (Job Class 5070)
    - Mechanic, Senior (Job Class 5071)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that, in accordance with California Code of Regulations, Title 2, Section 570.5, it hereby approves the amended Salary Plan dated March 2025, attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 24, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

Exhibit A – Salary Plan dated March 2025

LIVERMORE
CALIFORNIA

Salary Plan

March 2025

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4001	ACCOUNT CLERK	68,953.04	72,252.74	75,707.19	79,334.37	83,142.92
		5,746.09	6,021.06	6,308.93	6,611.20	6,928.58
		1,326.02	1,389.48	1,455.91	1,525.66	1,598.90
		33.1505	34.7369	36.3977	38.1415	39.9726
4000	ACCOUNT CLERK, JUNIOR	62,584.39	65,555.44	68,675.03	71,950.60	75,389.94
		5,215.37	5,462.95	5,722.92	5,995.88	6,282.50
		1,203.55	1,260.68	1,320.67	1,383.67	1,449.81
		30.0887	31.5170	33.0168	34.5916	36.2452
4002	ACCOUNT CLERK, SENIOR	74,928.22	78,516.44	82,284.08	86,240.11	90,393.94
		6,244.02	6,543.04	6,857.01	7,186.68	7,532.83
		1,440.93	1,509.93	1,582.39	1,658.46	1,738.35
		36.0232	37.7483	39.5597	41.4616	43.4586
4020	ACCOUNTANT, JUNIOR	89,325.06	93,672.37	98,237.06	103,029.98	108,062.56
		7,443.76	7,806.03	8,186.42	8,585.83	9,005.21
		1,717.79	1,801.39	1,889.17	1,981.35	2,078.13
		42.9447	45.0348	47.2294	49.5336	51.9532
4010	ACCOUNTING TECHNICIAN	79,511.76	83,329.18	87,337.46	91,546.15	95,965.29
		6,625.98	6,944.10	7,278.12	7,628.85	7,997.11
		1,529.07	1,602.48	1,679.57	1,760.50	1,845.49
		38.2268	40.0621	41.9892	44.0126	46.1372
4030	ADMINISTRATIVE ASSISTANT	83,255.69	87,260.30	91,465.13	95,880.22	100,516.05
		6,937.97	7,271.69	7,622.09	7,990.02	8,376.34
		1,601.07	1,678.08	1,758.94	1,843.85	1,933.00
		40.0268	41.9521	43.9736	46.0963	48.3250
4052	ADMINISTRATIVE CLERK I	62,584.43	65,555.48	68,675.08	71,950.64	75,389.99
		5,215.37	5,462.96	5,722.92	5,995.89	6,282.50
		1,203.55	1,260.68	1,320.67	1,383.67	1,449.81
		30.0887	31.5171	33.0169	34.5917	36.2452
4051	ADMINISTRATIVE CLERK II	67,020.56	70,213.40	73,565.88	77,086.02	80,782.13
		5,585.05	5,851.12	6,130.49	6,423.84	6,731.84
		1,288.86	1,350.26	1,414.73	1,482.42	1,553.50
		32.2214	33.7564	35.3682	37.0606	38.8376
4040	ADMINISTRATIVE TECHNICIAN	83,255.69	87,260.30	91,465.13	95,880.22	100,516.05
		6,937.97	7,271.69	7,622.09	7,990.02	8,376.34
		1,601.07	1,678.08	1,758.94	1,843.85	1,933.00
		40.0268	41.9521	43.9736	46.0963	48.3250
5000	AIRPORT SERVICE ATTENDANT	72,950.62	76,439.99	80,103.81	83,950.82	87,990.18
		6,079.22	6,370.00	6,675.32	6,995.90	7,332.52
		1,402.90	1,470.00	1,540.46	1,614.44	1,692.12
		35.0724	36.7500	38.5115	40.3610	42.3030
5001	AIRPORT SERVICE ATTENDANT SENIOR	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.5914	39.3949	41.2886	43.2770	45.3648

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4060	ANIMAL CONTROL OFFICER	82,607.70	86,579.91	90,750.72	95,130.07	99,728.39
		6,883.98	7,214.99	7,562.56	7,927.51	8,310.70
		1,588.61	1,665.00	1,745.21	1,829.42	1,917.85
		39.7152	41.6250	43.6302	45.7356	47.9463
5010	ASSET MANAGEMENT SPECIALIST	110,974.89	116,365.47	122,025.56	127,968.67	134,208.91
		9,247.91	9,697.12	10,168.80	10,664.06	11,184.08
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.3533	55.9449	58.6661	61.5234	64.5235
4130	BUILDING INSPECTOR I	97,695.17	102,421.76	107,384.66	112,595.72	118,067.32
		8,141.26	8,535.15	8,948.72	9,382.98	9,838.94
		1,878.75	1,969.65	2,065.09	2,165.30	2,270.53
		46.9688	49.2412	51.6272	54.1326	56.7631
4131	BUILDING INSPECTOR II	104,915.81	110,003.43	115,345.42	120,954.51	126,844.05
		8,742.98	9,166.95	9,612.12	10,079.54	10,570.34
		2,017.61	2,115.45	2,218.18	2,326.05	2,439.31
		50.4403	52.8863	55.4545	58.1512	60.9827
4132	BUILDING INSPECTOR III	107,961.41	113,201.30	118,703.18	124,480.15	130,545.98
		8,996.78	9,433.44	9,891.93	10,373.35	10,878.83
		2,076.18	2,176.95	2,282.75	2,393.85	2,510.50
		51.9045	54.4237	57.0688	59.8462	62.7625
4133	BUILDING INSPECTOR, SENIOR	113,201.30	118,703.18	124,480.15	130,545.98	136,915.11
		9,433.44	9,891.93	10,373.35	10,878.83	11,409.59
		2,176.95	2,282.75	2,393.85	2,510.50	2,632.98
		54.4237	57.0688	59.8462	62.7625	65.8246
4093	CIVIL ENGINEER, ASSISTANT	116,342.66	122,001.62	127,943.50	134,182.51	140,733.47
		9,695.22	10,166.80	10,661.96	11,181.88	11,727.79
		2,237.36	2,346.19	2,460.45	2,580.43	2,706.41
		55.9340	58.6546	61.5113	64.5108	67.6603
4100	CIVIL ENGINEER, ASSOCIATE	125,918.37	132,056.12	138,500.76	145,267.62	152,372.83
		10,493.20	11,004.68	11,541.73	12,105.64	12,697.74
		2,421.51	2,539.54	2,663.48	2,793.61	2,930.25
		60.5377	63.4885	66.5869	69.8402	73.2562
4091	CIVIL ENGINEER, JUNIOR	102,439.25	107,403.03	112,615.00	118,087.58	123,833.78
		8,536.60	8,950.25	9,384.58	9,840.63	10,319.48
		1,969.99	2,065.44	2,165.67	2,270.92	2,381.42
		49.2496	51.6361	54.1418	56.7729	59.5355
4140	COMMUNITY SERVICE SPECIALIST	73,038.02	76,531.74	80,200.17	84,051.99	88,096.43
		6,086.50	6,377.65	6,683.35	7,004.33	7,341.37
		1,404.58	1,471.76	1,542.31	1,616.38	1,694.16
		35.1144	36.7941	38.5578	40.4096	42.3541
4141	COMMUNITY SERVICE SPECIALIST II	76,209.50	79,980.13	83,939.31	88,096.43	92,461.41
		6,350.79	6,665.01	6,994.94	7,341.37	7,705.12
		1,465.57	1,538.08	1,614.22	1,694.16	1,778.10
		36.6392	38.4520	40.3554	42.3541	44.4526

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4150	CRIME & INTELLIGENCE ANALYST*	98,936.11	103,882.91	109,077.06	114,530.91	120,257.46
		8,244.68	8,656.91	9,089.75	9,544.24	10,021.45
		1,902.62	1,997.75	2,097.64	2,202.52	2,312.64
		47.5654	49.9437	52.4409	55.0629	57.8161
4152	CRIME & INTELLIGENCE ANALYST, SUPERVISING	118,469.16	124,392.61	130,612.24	137,142.86	144,000.00
		9,872.43	10,366.05	10,884.35	11,428.57	12,000.00
		2,278.25	2,392.17	2,511.77	2,637.36	2,769.23
		56.9563	59.8041	62.7944	65.9341	69.2308
4160	CRIME PREVENTION SPECIALIST	78,744.53	82,523.58	86,491.57	90,657.97	95,032.69
		6,562.04	6,876.97	7,207.63	7,554.83	7,919.39
		1,514.32	1,586.99	1,663.30	1,743.42	1,827.55
		37.8580	39.6748	41.5825	43.5856	45.6888
4170	CRISIS INTERVENTION SPECIALIST	100,608.08	105,558.99	110,757.46	116,215.85	121,947.16
		8,384.01	8,796.58	9,229.79	9,684.65	10,162.26
		1,934.77	2,029.98	2,129.95	2,234.92	2,345.14
		48.3693	50.7495	53.2488	55.8730	58.6284
4050	DIVISION CLERK	70,575.34	73,945.94	77,485.06	81,201.13	85,103.02
		5,881.28	6,162.16	6,457.09	6,766.76	7,091.92
		1,357.22	1,422.04	1,490.10	1,561.56	1,636.60
		33.9305	35.5509	37.2524	39.0390	40.9149
4180	ECONOMIC DEVELOPMENT SPECIALIST	91,264.84	95,669.92	100,295.25	105,151.83	110,251.23
		7,605.40	7,972.49	8,357.94	8,762.65	9,187.60
		1,755.09	1,839.81	1,928.75	2,022.15	2,120.22
		43.8773	45.9952	48.2189	50.5538	53.0054
5090	ELECTRICIAN*	102,285.02	107,399.27	112,769.23	118,407.69	124,328.07
		8,523.75	8,949.94	9,397.44	9,867.31	10,360.67
		1,967.02	2,065.37	2,168.64	2,277.07	2,390.92
		49.1755	51.6343	54.2160	56.9268	59.7731
4092	ENGINEER, ASSISTANT	110,974.88	116,365.46	122,025.55	127,968.66	134,208.90
		9,247.91	9,697.12	10,168.80	10,664.06	11,184.08
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.3533	55.9449	58.6661	61.5234	64.5235
4090	ENGINEER, JUNIOR	97,711.83	102,439.27	107,403.04	112,615.01	118,087.59
		8,142.65	8,536.61	8,950.25	9,384.58	9,840.63
		1,879.07	1,969.99	2,065.44	2,165.67	2,270.92
		46.9768	49.2497	51.6361	54.1418	56.7729
4080	ENGINEERING SPECIALIST	110,974.88	116,365.46	122,025.55	127,968.66	134,208.90
		9,247.91	9,697.12	10,168.80	10,664.06	11,184.08
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.3533	55.9449	58.6661	61.5234	64.5235
4070	ENGINEERING TECHNICIAN, ASSIST	95,602.88	100,224.84	105,077.91	110,173.63	115,524.14
		7,966.91	8,352.07	8,756.49	9,181.14	9,627.01
		1,838.52	1,927.40	2,020.73	2,118.72	2,221.62
		45.9629	48.1850	50.5182	52.9681	55.5405

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4071	ENGINEERING TECHNICIAN, ASSOC	102,439.25	107,403.03	112,615.00	118,087.58	123,833.78
		8,536.60	8,950.25	9,384.58	9,840.63	10,319.48
		1,969.99	2,065.44	2,165.67	2,270.92	2,381.42
		49.2496	51.6361	54.1418	56.7729	59.5355
4072	ENGINEERING TECHNICIAN, SENIOR	106,376.57	111,537.23	116,955.91	122,645.53	128,619.63
		8,864.71	9,294.77	9,746.33	10,220.46	10,718.30
		2,045.70	2,144.95	2,249.15	2,358.57	2,473.45
		51.1426	53.6237	56.2288	58.9642	61.8364
5030	FACILITIES MAINTENANCE TRAINEE	62,249.61	65,203.90	68,305.93	71,563.04	74,983.02
		5,187.47	5,433.66	5,692.16	5,963.59	6,248.59
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.9277	31.3480	32.8394	34.4053	36.0495
5031	FACILITIES MAINTENANCE WORKER I	69,575.53	72,896.12	76,382.74	80,043.70	83,887.71
		5,797.96	6,074.68	6,365.23	6,670.31	6,990.64
		1,337.99	1,401.85	1,468.90	1,539.30	1,613.23
		33.4498	35.0462	36.7225	38.4826	40.3306
5032	FACILITIES MAINTENANCE WORKER II	74,531.69	78,100.10	81,846.93	85,781.11	89,911.98
		6,210.97	6,508.34	6,820.58	7,148.43	7,492.67
		1,433.30	1,501.93	1,573.98	1,649.64	1,729.08
		35.8325	37.5481	39.3495	41.2409	43.2269
5033	FACILITIES MAINTENANCE WORKER, SENIOR	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.5914	39.3949	41.2886	43.2770	45.3648
5034	FACILITIES MAINTENANCE WORKER, SUPERVISING	87,853.08	92,087.54	96,533.75	101,202.26	106,104.20
		7,321.09	7,673.96	8,044.48	8,433.52	8,842.02
		1,689.48	1,770.91	1,856.42	1,946.20	2,040.47
		42.2371	44.2729	46.4105	48.6549	51.0116
4190	FAMILY THERAPIST	96,171.95	100,822.38	105,705.32	110,832.40	116,215.85
		8,014.33	8,401.87	8,808.78	9,236.03	9,684.65
		1,849.46	1,938.89	2,032.79	2,131.39	2,234.92
		46.2365	48.4723	50.8199	53.2848	55.8730
5040	FLEET SERVICES WORKER	62,249.65	65,203.96	68,305.98	71,563.09	74,983.07
		5,187.47	5,433.66	5,692.17	5,963.59	6,248.59
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.9277	31.3481	32.8394	34.4053	36.0496
4200	GIS SPECIALIST	110,974.88	116,365.44	122,025.54	127,968.65	134,208.89
		9,247.91	9,697.12	10,168.80	10,664.05	11,184.07
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.3533	55.9449	58.6661	61.5234	64.5235
5050	GROUNDSKEEPER TRAINEE	62,249.61	65,203.90	68,305.92	71,563.03	74,983.01
		5,187.47	5,433.66	5,692.16	5,963.59	6,248.58
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.9277	31.3480	32.8394	34.4053	36.0495

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5051	GROUNDSKEEPER I	69,575.53	72,896.12	76,382.74	80,043.70	83,887.71
		5,797.96	6,074.68	6,365.23	6,670.31	6,990.64
		1,337.99	1,401.85	1,468.90	1,539.30	1,613.23
		33.4498	35.0462	36.7225	38.4826	40.3306
5052	GROUNDSKEEPER II	74,531.69	78,100.11	81,846.93	85,781.11	89,911.98
		6,210.97	6,508.34	6,820.58	7,148.43	7,492.67
		1,433.30	1,501.93	1,573.98	1,649.64	1,729.08
		35.8325	37.5481	39.3495	41.2409	43.2269
5053	GROUNDSKEEPER III	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.5914	39.3949	41.2886	43.2770	45.3648
5055	GROUNDSKEEPER, SUPERVISING	87,853.08	92,087.54	96,533.75	101,202.26	106,104.20
		7,321.09	7,673.96	8,044.48	8,433.52	8,842.02
		1,689.48	1,770.91	1,856.42	1,946.20	2,040.47
		42.2371	44.2729	46.4105	48.6549	51.0116
4210	INFORMATION TECHNOLOGY TECHNICIAN	83,064.65	87,098.95	91,334.97	95,782.79	100,452.99
		6,922.05	7,258.25	7,611.25	7,981.90	8,371.08
		1,597.40	1,674.98	1,756.44	1,841.98	1,931.79
		39.9349	41.8745	43.9110	46.0494	48.2947
4211	INFORMATION TECHNOLOGY TECHNICIAN, SENIOR	91,066.74	95,501.14	100,157.26	105,046.20	110,179.57
		7,588.90	7,958.43	8,346.44	8,753.85	9,181.63
		1,751.28	1,836.56	1,926.10	2,020.12	2,118.84
		43.7821	45.9140	48.1525	50.5030	52.9710
5054	LANDSCAPE MAINTENANCE SPECIALIST	83,532.03	87,550.44	91,769.78	96,200.09	100,851.92
		6,961.00	7,295.87	7,647.48	8,016.67	8,404.33
		1,606.39	1,683.66	1,764.80	1,850.00	1,939.46
		40.1596	42.0916	44.1201	46.2500	48.4865
4230	LIBRARIAN I	75,348.04	78,957.27	82,746.95	86,726.12	90,904.24
		6,279.00	6,579.77	6,895.58	7,227.18	7,575.35
		1,449.00	1,518.41	1,591.29	1,667.81	1,748.16
		36.2250	37.9602	39.7822	41.6953	43.7040
4231	LIBRARIAN II	83,415.29	87,427.88	91,641.09	96,064.96	100,710.03
		6,951.27	7,285.66	7,636.76	8,005.41	8,392.50
		1,604.14	1,681.31	1,762.33	1,847.40	1,936.73
		40.1035	42.0326	44.0582	46.1851	48.4183
4221	LIBRARY ASSISTANT	71,002.14	74,394.06	77,955.59	81,695.19	85,621.79
		5,916.85	6,199.51	6,496.30	6,807.93	7,135.15
		1,365.43	1,430.66	1,499.15	1,571.06	1,646.57
		34.1356	35.7664	37.4787	39.2765	41.1643
4222	LIBRARY ASSISTANT, SUPERVISING	79,511.76	83,329.18	87,337.46	91,546.15	95,965.29
		6,625.98	6,944.10	7,278.12	7,628.85	7,997.11
		1,529.07	1,602.48	1,679.57	1,760.50	1,845.49
		38.2268	40.0621	41.9892	44.0126	46.1372

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4220	LIBRARY CLERK	62,584.43	65,555.48	68,675.08	71,950.64	75,389.99
		5,215.37	5,462.96	5,722.92	5,995.89	6,282.50
		1,203.55	1,260.68	1,320.67	1,383.67	1,449.81
		30.08867	31.51706	33.01687	34.59165	36.24519
5060	MAINTENANCE TRAINEE	62,249.61	65,203.90	68,305.92	71,563.03	74,983.01
		5,187.47	5,433.66	5,692.16	5,963.59	6,248.58
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92770	31.34803	32.83938	34.40530	36.04952
5061	MAINTENANCE WORKER I	69,575.53	72,896.12	76,382.74	80,043.70	83,887.71
		5,797.96	6,074.68	6,365.23	6,670.31	6,990.64
		1,337.99	1,401.85	1,468.90	1,539.30	1,613.23
		33.44977	35.04621	36.72247	38.48255	40.33063
5062	MAINTENANCE WORKER II	74,531.69	78,100.10	81,846.93	85,781.11	89,911.98
		6,210.97	6,508.34	6,820.58	7,148.43	7,492.67
		1,433.30	1,501.93	1,573.98	1,649.64	1,729.08
		35.83254	37.54813	39.34949	41.24092	43.22691
5063	MAINTENANCE WORKER III	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.59140	39.39493	41.28863	43.27701	45.36482
5070	MECHANIC*	89,865.38	94,358.65	99,076.58	104,030.41	109,231.93
		7,488.78	7,863.22	8,256.38	8,669.20	9,102.66
		1,728.18	1,814.59	1,905.32	2,000.58	2,100.61
		43.20451	45.36473	47.63297	50.01462	52.51535
5071	MECHANIC SENIOR*	97,540.76	102,417.80	107,538.68	112,915.62	118,561.40
		8,128.40	8,534.82	8,961.56	9,409.63	9,880.12
		1,875.78	1,969.57	2,068.05	2,171.45	2,280.03
		46.89459	49.23932	51.70129	54.28636	57.00067
4240	NEIGHBORHOOD PRESERVATION OFFICER	102,439.25	107,403.03	112,615.00	118,087.58	123,833.78
		8,536.60	8,950.25	9,384.58	9,840.63	10,319.48
		1,969.99	2,065.44	2,165.67	2,270.92	2,381.42
		49.24964	51.63607	54.14183	56.77288	59.53547
5020	PARTS AND INVENTORY CONTROL WORKER	72,767.98	76,248.19	79,902.42	83,739.36	87,768.16
		6,064.00	6,354.02	6,658.54	6,978.28	7,314.01
		1,399.38	1,466.31	1,536.59	1,610.37	1,687.85
		34.98461	36.65778	38.41463	40.25931	42.19623
4250	PERMIT TECHNICIAN	74,087.65	77,633.85	81,357.37	85,267.06	89,372.24
		6,173.97	6,469.49	6,779.78	7,105.59	7,447.69
		1,424.76	1,492.96	1,564.56	1,639.75	1,718.70
		35.61906	37.32397	39.11412	40.99378	42.96742
4251	PERMIT TECHNICIAN II	79,052.31	82,846.74	86,830.91	91,014.27	95,406.80
		6,587.69	6,903.90	7,235.91	7,584.52	7,950.57
		1,520.24	1,593.21	1,669.83	1,750.27	1,834.75
		38.00592	39.83016	41.74563	43.75686	45.86865

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4260	PLAN CHECK ENGINEER	125,813.43	131,945.92	138,385.03	145,146.12	152,245.26
		10,484.45	10,995.49	11,532.09	12,095.51	12,687.11
		2,419.49	2,537.42	2,661.25	2,791.27	2,927.79
		60.48723	63.43554	66.53126	69.78179	73.19484
4120	PLANNER, ASSISTANT	102,132.14	107,080.58	112,276.43	117,732.08	123,460.49
		8,511.01	8,923.38	9,356.37	9,811.01	10,288.37
		1,964.08	2,059.24	2,159.16	2,264.08	2,374.24
		49.10199	51.48105	53.97905	56.60196	59.35600
4121	PLANNER, ASSOCIATE	117,732.08	123,460.49	129,475.34	135,790.93	142,422.30
		9,811.01	10,288.37	10,789.61	11,315.91	11,868.53
		2,264.08	2,374.24	2,489.91	2,611.36	2,738.89
		56.60196	59.35600	62.24776	65.28410	68.47226
4122	PLANNER, SENIOR	123,460.52	129,475.36	135,790.95	142,422.32	149,385.26
		10,288.38	10,789.61	11,315.91	11,868.53	12,448.77
		2,374.24	2,489.91	2,611.36	2,738.89	2,872.79
		59.35602	62.24777	65.28411	68.47227	71.81984
4270	POLICE CLERK	68,698.19	71,974.91	75,415.49	79,028.10	82,821.31
		5,724.85	5,997.91	6,284.62	6,585.68	6,901.78
		1,321.12	1,384.13	1,450.30	1,519.77	1,592.72
		33.02798	34.60332	36.25745	37.99428	39.81794
4271	POLICE CLERK, SENIOR	71,974.99	75,415.56	79,028.17	82,821.39	86,804.29
		5,997.92	6,284.63	6,585.68	6,901.78	7,233.69
		1,384.13	1,450.30	1,519.77	1,592.72	1,669.31
		34.60336	36.25748	37.99431	39.81798	41.73283
4272	POLICE CLERK, SUPERVISING	84,831.42	88,914.81	93,202.37	97,704.33	102,431.36
		7,069.29	7,409.57	7,766.86	8,142.03	8,535.95
		1,631.37	1,709.90	1,792.35	1,878.93	1,969.83
		40.78434	42.74750	44.80883	46.97324	49.24585
4280	POLICE IDENTIFICATION TECHNICIAN	86,417.20	90,579.87	94,950.69	99,540.05	104,358.89
		7,201.43	7,548.32	7,912.56	8,295.00	8,696.57
		1,661.87	1,741.92	1,825.97	1,914.23	2,006.90
		41.54673	43.54801	45.64937	47.85579	50.17254
4290	PROPERTY AND EVIDENCE SPECIALIST	73,038.02	76,531.74	80,200.17	84,051.99	88,096.43
		6,086.50	6,377.65	6,683.35	7,004.33	7,341.37
		1,404.58	1,471.76	1,542.31	1,616.38	1,694.16
		35.11443	36.79411	38.55777	40.40961	42.35405
4291	PROPERTY AND EVIDENCE SPECIALIST, SUPERVISING	82,452.76	86,417.22	90,579.89	94,950.72	99,540.07
		6,871.06	7,201.44	7,548.32	7,912.56	8,295.01
		1,585.63	1,661.87	1,741.92	1,825.98	1,914.23
		39.64075	41.54674	43.54802	45.64938	47.85580
4300	PUBLIC SAFETY DISPATCHER*	88,484.06	92,908.26	97,553.68	102,431.36	107,552.93
		7,373.67	7,742.36	8,129.47	8,535.95	8,962.74
		1,701.62	1,786.70	1,876.03	1,969.83	2,068.33
		42.54041	44.66743	46.90081	49.24585	51.70814

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4301	PUBLIC SAFETY	92,771.59	97,410.17	102,280.68	107,394.71	112,764.45
	DISPATCHER, SENIOR*	7,730.97	8,117.51	8,523.39	8,949.56	9,397.04
		1,784.07	1,873.27	1,966.94	2,065.28	2,168.55
		44.60173	46.83181	49.17340	51.63207	54.21368
4302	PUBLIC SAFETY	102,057.71	107,160.59	112,518.62	118,144.55	124,051.78
	DISPATCHER, SUPERVISING*	8,504.81	8,930.05	9,376.55	9,845.38	10,337.65
		1,962.65	2,060.78	2,163.82	2,272.01	2,385.61
		49.06621	51.51952	54.09549	56.80027	59.64028
4310	PURCHASING SPECIALIST,	89,044.61	93,457.00	98,090.01	102,954.67	108,062.56
	SUPERVISING	7,420.38	7,788.08	8,174.17	8,579.56	9,005.21
		1,712.40	1,797.25	1,886.35	1,979.90	2,078.13
		42.80991	44.93125	47.15866	49.49744	51.95315
4320	RECYCLING SPECIALIST	91,264.83	95,669.90	100,295.23	105,151.81	110,251.20
		7,605.40	7,972.49	8,357.94	8,762.65	9,187.60
		1,755.09	1,839.81	1,928.75	2,022.15	2,120.22
		43.87732	45.99514	48.21886	50.55375	53.00538
5081	TRAFFIC SIGNAL	75,385.36	78,996.46	82,788.10	86,769.34	90,949.62
	TECHNICIAN TRAINEE	6,282.11	6,583.04	6,899.01	7,230.78	7,579.14
		1,449.72	1,519.16	1,592.08	1,668.64	1,749.03
		36.24296	37.97907	39.80197	41.71603	43.72578
5080	TRAFFIC SIGNAL	80,440.90	84,304.76	88,361.84	92,621.75	97,094.67
	TECHNICIAN	6,703.41	7,025.40	7,363.49	7,718.48	8,091.22
		1,546.94	1,621.25	1,699.27	1,781.19	1,867.21
		38.67351	40.53113	42.48165	44.52969	46.68013
5082	TRAFFIC SIGNAL	87,853.08	92,087.54	96,533.75	101,202.26	106,104.20
	TECHNICIAN, SENIOR	7,321.09	7,673.96	8,044.48	8,433.52	8,842.02
		1,689.48	1,770.91	1,856.42	1,946.20	2,040.47
		42.23706	44.27286	46.41046	48.65493	51.01163
4110	TRANSPORTATION	125,918.37	132,056.12	138,500.76	145,267.62	152,372.83
	ENGINEER, ASSOCIATE	10,493.20	11,004.68	11,541.73	12,105.64	12,697.74
		2,421.51	2,539.54	2,663.48	2,793.61	2,930.25
		60.53768	63.48852	66.58690	69.84020	73.25617
5150	WASTEWATER COLLECTIONS	62,249.61	65,203.90	68,305.92	71,563.03	74,983.01
	SYSTEMS TRAINEE	5,187.47	5,433.66	5,692.16	5,963.59	6,248.58
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92770	31.34803	32.83938	34.40530	36.04952
5151	WASTEWATER COLLECTIONS	71,783.37	75,253.61	78,897.36	82,723.30	86,740.53
	SYSTEMS WORKER I	5,981.95	6,271.13	6,574.78	6,893.61	7,228.38
		1,380.45	1,447.18	1,517.26	1,590.83	1,668.09
		34.51124	36.17962	37.93142	39.77082	41.70218
5152	WASTEWATER COLLECTIONS	78,713.37	82,530.10	86,537.68	90,745.63	95,163.99
	SYSTEMS WORKER II	6,559.45	6,877.51	7,211.47	7,562.14	7,930.33
		1,513.72	1,587.12	1,664.19	1,745.11	1,830.08
		37.84297	39.67793	41.60465	43.62771	45.75192

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5153	WASTEWATER COLLECTIONS	86,374.91	90,574.73	94,984.54	99,614.84	104,476.64
	SYSTEMS WORKER III	7,197.91	7,547.89	7,915.38	8,301.24	8,706.39
		1,661.06	1,741.82	1,826.63	1,915.67	2,009.17
		41.52640	43.54554	45.66564	47.89175	50.22915
5160	WATER DISTRIBUTION	66,385.61	69,546.72	72,865.88	76,350.99	80,010.38
	OPERATOR TRAINEE	5,532.13	5,795.56	6,072.16	6,362.58	6,667.53
		1,276.65	1,337.44	1,401.27	1,468.29	1,538.66
		31.91616	33.43592	35.03167	36.70721	38.46653
5161	WATER DISTRIBUTION	74,225.17	77,778.24	81,508.97	85,426.25	89,539.38
	OPERATOR I	6,185.43	6,481.52	6,792.41	7,118.85	7,461.62
		1,427.41	1,495.74	1,567.48	1,642.81	1,721.91
		35.68518	37.39338	39.18700	41.07031	43.04778
5162	WATER DISTRIBUTION	84,884.40	88,970.45	93,260.79	97,765.65	102,495.75
	OPERATOR II	7,073.70	7,414.20	7,771.73	8,147.14	8,541.31
		1,632.39	1,710.97	1,793.48	1,880.11	1,971.07
		40.80981	42.77425	44.83692	47.00272	49.27680
5163	WATER DISTRIBUTION	91,422.05	95,834.96	100,468.55	105,333.81	110,442.30
	OPERATOR III	7,618.50	7,986.25	8,372.38	8,777.82	9,203.53
		1,758.12	1,842.98	1,932.09	2,025.65	2,123.89
		43.95291	46.07450	48.30219	50.64125	53.09726
5164	WATER DISTRIBUTION	95,834.98	100,468.57	105,333.83	110,442.32	115,806.28
	SENIOR OPERATOR	7,986.25	8,372.38	8,777.82	9,203.53	9,650.52
		1,842.98	1,932.09	2,025.65	2,123.89	2,227.04
		46.07451	48.30220	50.64126	53.09727	55.67610
5165	WATER DISTRIBUTION	105,102.14	110,199.08	115,550.85	121,170.21	127,070.56
	SUPERVISING OPERATOR	8,758.51	9,183.26	9,629.24	10,097.52	10,589.21
		2,021.20	2,119.21	2,222.13	2,330.20	2,443.66
		50.52988	52.98033	55.55329	58.25491	61.09162
5170	WATER RESOURCES	98,795.12	103,615.93	108,677.80	113,992.76	119,573.47
	COORDINATOR	8,232.93	8,634.66	9,056.48	9,499.40	9,964.46
		1,899.91	1,992.61	2,089.96	2,192.17	2,299.49
		47.49765	49.81535	52.24894	54.80421	57.48725
5171	WATER RESOURCES	107,296.52	112,661.35	118,294.42	124,209.14	130,419.60
	COORDINATOR - ELECTRICAL &	8,941.38	9,388.45	9,857.87	10,350.76	10,868.30
	INSTRUMENTATION*	2,063.39	2,166.56	2,274.89	2,388.64	2,508.07
		51.58487	54.16411	56.87232	59.71593	62.70173
5100	WR INSTRUMENT	97,644.71	102,526.95	107,653.30	113,035.97	118,687.77
	CONTROL TECHNICIAN*	8,137.06	8,543.91	8,971.11	9,419.66	9,890.65
		1,877.78	1,971.67	2,070.26	2,173.77	2,282.46
		46.94457	49.29180	51.75639	54.34422	57.06143
5110	WR LABORATORY	89,300.98	93,647.10	98,210.53	103,002.12	108,033.30
	TECHNICIAN	7,441.75	7,803.93	8,184.21	8,583.51	9,002.78
		1,717.33	1,800.91	1,888.66	1,980.81	2,077.56
		42.93316	45.02264	47.21660	49.52025	51.93909

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5120	WR MECHANIC I	83,506.88	87,602.74	91,903.39	96,419.08	101,160.55
		6,958.91	7,300.23	7,658.62	8,034.92	8,430.05
		1,605.90	1,684.67	1,767.37	1,854.21	1,945.40
		40.14754	42.11670	44.18432	46.35533	48.63488
5121	WR MECHANIC II	94,081.30	98,705.88	103,561.69	108,660.29	114,013.82
		7,840.11	8,225.49	8,630.14	9,055.02	9,501.15
		1,809.26	1,898.19	1,991.57	2,089.62	2,192.57
		45.23139	47.45475	49.78927	52.24052	54.81434
5131	WR OPERATOR - GRADE I	84,329.71	88,388.00	92,649.24	97,123.51	101,821.50
		7,027.48	7,365.67	7,720.77	8,093.63	8,485.13
		1,621.73	1,699.77	1,781.72	1,867.76	1,958.11
		40.54313	42.49423	44.54290	46.69400	48.95264
5132	WR OPERATOR - GRADE II	88,377.12	92,637.79	97,111.51	101,808.90	106,741.17
		7,364.76	7,719.82	8,092.63	8,484.08	8,895.10
		1,699.56	1,781.50	1,867.53	1,957.86	2,052.71
		42.48900	44.53740	46.68823	48.94659	51.31787
5133	WR OPERATOR - GRADE III	95,313.48	99,920.98	104,758.85	109,838.61	115,172.36
		7,942.79	8,326.75	8,729.90	9,153.22	9,597.70
		1,832.95	1,921.56	2,014.59	2,112.28	2,214.85
		45.82379	48.03893	50.36483	52.80702	55.37133
5130	WR OPERATOR - TRAINEE	71,397.02	74,808.69	78,390.95	82,152.33	86,101.77
		5,949.75	6,234.06	6,532.58	6,846.03	7,175.15
		1,373.02	1,438.63	1,507.52	1,579.85	1,655.80
		34.32549	35.96572	37.68796	39.49631	41.39508
5134	WR SENIOR OPERATOR	99,935.20	104,773.79	109,854.29	115,188.83	120,790.10
		8,327.93	8,731.15	9,154.52	9,599.07	10,065.84
		1,921.83	2,014.88	2,112.58	2,215.17	2,322.89
		48.04577	50.37201	52.81456	55.37925	58.07216
5141	WR SOURCE CONTROL INSPECTOR	93,784.92	98,355.24	103,154.07	108,192.83	113,483.55
		7,815.41	8,196.27	8,596.17	9,016.07	9,456.96
		1,803.56	1,891.45	1,983.73	2,080.63	2,182.38
		45.08890	47.28617	49.59330	52.01578	54.55940
5140	WR SOURCE CONTROL TECHNICIAN	88,348.71	92,607.98	97,080.20	101,776.02	106,706.64
		7,362.39	7,717.33	8,090.02	8,481.34	8,892.22
		1,699.01	1,780.92	1,866.93	1,957.23	2,052.05
		42.47534	44.52307	46.67317	48.93078	51.30127
5135	WR SUPERVISING OPERATOR	109,605.26	114,927.33	120,515.52	126,383.12	132,544.09
		9,133.77	9,577.28	10,042.96	10,531.93	11,045.34
		2,107.79	2,210.14	2,317.61	2,430.44	2,548.92
		52.69484	55.25352	57.94015	60.76112	63.72312
4330	YOUTH SERVICES CASE COORDINATOR	87,919.94	92,157.75	96,607.48	101,279.67	106,185.48
		7,326.66	7,679.81	8,050.62	8,439.97	8,848.79
		1,690.77	1,772.26	1,857.84	1,947.69	2,042.03
		42.26920	44.30661	46.44590	48.69215	51.05071

*Salaries Updated March 24, 2025

CITY OF LIVERMORE
POLICE OFFICER'S ASSOCIATION
EFFECTIVE 05/06/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
3110	POLICE OFFICER	115,358.76	121,126.70	127,183.04	133,542.19	140,219.30
		9,613.23	10,093.89	10,598.59	11,128.52	11,684.94
		2218.44	2329.36	2445.83	2568.12	2696.53
		55.46094	58.23399	61.14569	64.20298	67.41313
3100	POLICE SERGEANT	143,541.70	150,718.78	158,254.72	166,167.46	174,475.83
		11,961.81	12,559.90	13,187.89	13,847.29	14,539.65
		2760.42	2898.44	3043.36	3195.53	3355.30
		69.01043	72.46095	76.08400	79.88820	83.88261
3120	POLICE TRAINEE (Non-Sworn)	40.40550	-	-	-	-

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$7,900 - $18,060/month
Effective July 1, 2024

Class Code	Classification	Monthly Salary Range		
		$14,447.70	-	$18,059.62
2030	Assistant Community Development Director			
2045	Assistant Public Works Director			
2060	City Engineer			
		$13,440.01	-	$16,800.01
2025	Assistant City Engineer			
2050	Building Official			
2090	Finance Manager			
2125	Maintenance and Golf Operations Manager			
2145	Planning Manager			
2220	Water Resources Division Manager			
		$12,776.71	-	$15,970.89
2005	Airport Manager			
2095	Housing & Human Services Manager			
		$12,643.58	-	$15,804.48
2200	Senior Transportation Engineer			
		$12,132.52	-	$15,165.65
2140	Permit Center Manager			
		$12,108.13	-	$15,135.16
2190	Senior Civil Engineer			
		$11,963.50	-	$14,954.37
2070	IT Operations Manager			
2115	Information Technology Manager			
		$11,615.05	-	$14,518.81
2055	City Clerk			
2100	Housing Programs Manager			
2105	Human Services Programs Manager			
2165	Police Support Services Manager			
2170	Principal Planner			
2231	Water Resources Technical Programs Manager P.E.**			
2240	Youth and Family Services Manager - Clinical			
		$10,966.23	-	$13,707.79
2035	Assistant Finance Manager			
2040	Assistant Library Director			
2085	Economic Development Manager			
2120	Inspection & Neighborhood Preservation Manager			
2225	Water Resources Operations Manager			
2230	Water Resources Technical Programs Manager			
2245	Youth and Family Services Manager - Programs			

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$7,900 - $18,060/month
Effective July 1, 2024

Class Code	Classification	Monthly Salary Range		
		$10,424.41	-	$13,030.51
2000	Accounting Supervisor			
2110	Information Technology Coordinator			
2195	Management Analyst, Senior			
2175	Public Works Manager			
2210	Network Engineer*			
2215	Water Distribution Operations Manager			
		$10,313.76	-	$12,892.20
2065	Construction Inspection Manager			
		$10,266.69	-	$12,833.36
2150	Police Business Services Manager			
2155	Police Facility & Equipment Manager			
		$9,742.94	-	$12,178.68
2020	Assistant City Clerk			
2135	Management Analyst II			
2160	Police Media & Community Relations Analyst			
2180	Public Works Supervisor			
		$7,923.28	-	$9,904.10
2080	Deputy City Clerk			
2130	Management Analyst I			
2205	Supervising Librarian			
2235	Water Resources Communications Representative			

*Position Retitled from Systems Administrator

**Position Added - WR Technicial Programs Manager PE effective December 9, 2024

CITY OF LIVERMORE
POLICE MANAGEMENT SALARY SCHEDULE
$14,860 - $23,050/month
Effective July 1, 2024

Class Code	Classification	Salary Range		
3000	Police Captain	$18,433.26	-	$23,041.57
3010	Police Lieutenant	$14,863.78	-	$18,579.73

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT CONFIDENTIAL SALARY SCHEDULE
$7,920 - $19,500/month
Effective July 1, 2024

Class Code	Classification	Monthly Salary Range		
2405	Assistant Administrative Services Director (Conf)*	$14,447.70	-	$18,059.62
2440	Assistant City Attorney, Senior (Confidential)	$15,576.62	-	$19,470.78
2442	Assistant City Attorney (Confidential)*	$14,447.70	-	$18,059.62
2400	Assistant to the City Manager (Confidential)	$12,776.71	-	$15,970.89
2444	Deputy City Attorney (Confidential)*	$10,266.69	-	$12,833.36
2420	Human Resources Manager (Confidential)	$13,440.01	-	$16,800.01
2450	Human Resources Analyst, Senior (Conf)	$10,424.41	-	$13,030.51
2411	Human Resources Analyst II (Confidential)	$9,742.94	-	$12,178.68
2410	Human Resources Analyst I (Confidential)	$7,923.28	-	$9,904.10
2460	Management Analyst, Senior (Confidential)	$10,424.41	-	$13,030.51
2431	Management Analyst II (Confidential)	$9,742.94	-	$12,178.68
2430	Management Analyst I (Confidential)	$7,923.28	-	$9,904.10
2465	Risk Manager (Confidential)	$11,767.27	-	$14,709.09

*Moved to Management Confidential effective October 7, 2024

CITY OF LIVERMORE
CONFIDENTIAL SALARY SCHEDULE
$5,240 - $10,940/month
Effective July 1, 2024

Class Code	Classifications	Monthly Salary Range		
2600	Administrative Receptionist	$5,248.02	-	$6,560.02
2610	Administrative Specialist I	$6,074.42	-	$7,593.03
2611	Administrative Specialist II	$6,831.78	-	$8,539.72
2620	Executive Assistant	$8,745.71	-	$10,932.14
2630	Human Resources Clerk I	$6,074.42	-	$7,593.03
2631	Human Resources Clerk II	$6,682.54	-	$8,353.18
2640	Human Resources Technician	$7,332.50	-	$9,165.63
2650	Law Office Supervisor	$8,745.71	-	$10,932.14
2660	Legal Assistant	$7,262.82	-	$9,078.52

EXHIBIT A

CITY OF LIVERMORE
EXECUTIVE MANAGEMENT SALARY SCHEDULE
$16,846 - $26,052/month
Effective November 18, 2024

Class Code	Classification	Monthly Salary Range		
1215	Administrative Services Director	$16,846.32	-	$21,057.90
1200	Assistant City Manager	$18,172.50	-	$22,715.62
1220	Community Development Director	$16,846.32	-	$21,057.90
1205	Deputy City Manager	$14,447.69	-	$18,059.62
1210	Deputy City Manager/City Clerk	$14,447.69	-	$18,059.62
1225	Innovation & Economic Development Dir	$16,846.32	-	$21,057.90
1230	Library Services Director	$16,846.32	-	$21,057.90
1235	Police Chief*	$20,841.11	-	$26,051.39
1240	Public Works Director	$16,846.32	-	$21,057.90

*2.5% Salary Adjustment effective 07/01/2024

CITY OF LIVERMORE
APPOINTED MANAGEMENT

Class Code	Classification	Annual Salary	Effective
1000	City Manager	$370,656	11/18/2024
1100	City Attorney	$315,269	11/18/2024

CITY OF LIVERMORE
UNCLASSIFIED AND HOURLY SALARY SCHEDULE

Class Code	Classification	Hourly Salary Range	Effective Date
8200	Department Assistant	$16.50 - $30.00	12/30/24
8205	Field/Maintenance Aide	$16.50 - $30.00	12/30/24
8210	Law Clerk	$16.50 - $26.00	12/30/24
8230	Temporary Librarian	$22.00 - $32.00	01/01/24
8235	Temporary Library Assistant	$20.00 - $30.00	01/01/24
8240	Temporary Library Clerk	$18.00 - $28.00	01/01/24
8215	Library Aide	$16.50 - $20.00	12/30/24
8220	Police Cadet	$16.50 - $26.00	12/30/24
8225	Special Projects Coordinator	$20.00 - $100.00	12/20/21

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.1**

DATE: March 24, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Hearing to consider the 2024 Housing Element Annual Progress Report, which tracks the City's progress towards implementing the Housing Element of the General Plan and meeting its Regional Housing Needs Allocation (RHNA), pursuant to Government Code Section 65400.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution accepting the 2024 General Plan Housing Element Annual Progress Report.

SUMMARY

The City has completed its second year implementing the 2023-2031 General Plan Housing Element. The Annual Progress Report describes the City's progress meeting its Regional Housing Needs Allocation (RHNA) and implementing the programs in the Housing Element. In 2024, Livermore made progress towards its RHNA targets, issuing building permits for very low, low, moderate and above moderate-income units. The City continues to implement housing programs and secure funding to increase housing opportunities for community members across the lower income levels.

Government Code Section 65400 requires the City to submit the Annual Progress Report to both the State Housing and Community Development Department and the Governor's Office of Planning and Research by April 1, 2025. Government Code Section 65400 also requires the City Council consider the report and allow for public comment. If the City Council accepts the report, staff will file it with the State prior to the April 1, 2025 deadline.

DISCUSSION

Background

In March 2010, the California Department of Housing and Community Development (HCD) adopted Housing Element regulations that require cities and counties to complete annual reports on Housing Element progress. Since 2010, the State has passed extensive housing legislation due to concerns

about the lack of housing production and housing affordability. Included in that legislation are expanded reporting requirements for Annual Progress Reports (APRs). APRs require local jurisdictions to report the following information:

- Building permits issued for housing units by income level to show progress meeting RHNA targets.
- Progress implementing Housing Element programs to maintain, improve, and develop housing opportunities for all income levels.
- Housing development applications submitted.
- Housing units receiving a planning entitlement.
- Housing units receiving a certificate of occupancy or other form of readiness (such as a final building permit inspection).
- Housing units proposed, approved, or constructed pursuant to the streamlining provisions in Senate Bill 6, Senate Bill 432, or Assembly Bill 2011.
- Housing units constructed, and lot splits approved pursuant to Senate Bill 9.
- Housing units constructed in conjunction with a commercial development bonus pursuant to Government Code Section 65915.7.
- Sites identified or rezoned to accommodate shortfall housing need and No Net-Loss Law.
- Housing units rehabilitated, preserved, or acquired for alternative adequate sites.
- Above moderate-income units converted to moderate income units.
- List of locally owned lands included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of.
- List of sites identified as surplus publicly owned land.
- Student housing units approved for lower income students for which a density bonus was granted.
- Disclosure of local tenant preference policy, if established.
- Status of projects that received Local Early Action Planning (LEAP) funding.

In addition to being required by State law, compliance with the filing requirement is a criterion of eligibility for several regional and State grants. For example, the One Bay Area Grant (OBAG) competitive grant program administered by the Alameda County Transportation Commission using regional funds requires on-time filing of the APR (by April 1) for eligibility. In the past, the City has received other grants from HCD for first-time homebuyer assistance (Cal Home), affordable housing development (Local Housing Trust), and other park and public amenity projects predicated on timely submittal of the APR. Filing the APR will sustain the City's eligibility for these grant programs and others in the future.

City Council is required to review and accept the APR before staff files it with the State Housing and Community Development Department and the Governor's Office of Planning and Research by the April 1 deadline. The 2024 APR is included as Exhibit A to the Resolution and includes tables that show all the required information listed above, as applicable, consistent with State legislation.

Regional Housing Needs Allocation

The Regional Housing Needs Allocation (RHNA) refers to the fair share of regional housing that the City needs to accommodate during the Housing Element planning period. The City is not required to construct housing to meet the RHNA. Rather, Housing Element legislation requires cities to demonstrate the availability of land with zoning appropriate to accommodate future additional residential units. In addition to a residential land inventory, the Housing Element also includes programs to develop, preserve, and improve the housing stock.

The City's RHNA for the 2023-2031 Housing Element cycle is 4,570 dwelling units, distributed among

four income categories (1,317 very low, 758 low, 696 moderate, and 1,799 above moderate). The City's RHNA also includes extremely low-income units, assumed to be half of the very low-income unit allocation. The affordable housing income limits that define above moderate, moderate, low, very low, and extremely low-income are established for each county and adopted annually by Council resolution (Attachment 1).

Consistent with the RHNA for most Bay Area cities, Livermore's overall housing need is greatest in the very low-income (29 percent of RHNA) and above moderate-income (39 percent of RHNA) categories of the RHNA. Livermore's RHNA also reflects a need for workforce and senior housing in the low- and moderate- income categories, which represents 17 percent and 15 percent of the RHNA, respectively.

Building Affordable Housing in Livermore

State Housing Element Law allows jurisdictions to use density as a proxy for affordability when demonstrating the availability of residentially zoned land for low-income RHNA categories; however, HCD issued guidance starting with the 2017 APR noting that affordability of built units may not rely on density and must be based on actual sales/rental prices. As such, higher density product types no longer qualify as affordable based on density alone.

The City's inclusionary housing ordinance requires new residential projects to include affordable units by contract (i.e., deed-restricted) with the city as follows:

General Plan Areas ("General Plan Areas" means everywhere in the city, except the Downtown Specific Plan area and the Isabel Neighborhood Specific Plan area):

- For-sale units: 15 percent of all for-sale housing units built in the city must be affordable to low and moderate-income households. Of the 15 percent, a minimum of 7.5 percent of the units must be for low-income households.
- Rental units: 15 percent of all rental housing units built in the city must be affordable to very low and low-income households. Of the 15 percent, a minimum of 7.5 percent of the units must be for very-low-income households.

Downtown Specific Plan Area:

- For-sale units and rental units: At least 10 percent of the dwelling units in each project shall be affordable housing that is either reserved for sale to low-income households or reserved for rental to low-income households.

Isabel Neighborhood Specific Plan Area:

- For-sale units: A total of 15 percent of all for-sale residential developments must be sold to low- and moderate-income households. Of the total number of dwelling units (15%) set aside, at least 7.5 percent shall be reserved for sale to low-income households and at least 7.5 percent for moderate-income households. Whenever the inclusionary requirement results in an odd number of units, the majority of units shall be provided as low-income.
- Rental units: A total of 20 percent of all rental residential developments must be designated or reserved for rent to very low, low, median, and moderate-income households. Of the total number of rental dwelling units (20%) set aside, at least 6 percent shall be reserved for rental to very-low-income households, 7 percent shall be reserved for rental to low-income households, 4 percent shall be reserved for rental to median-income households, and 3 percent shall be reserved for rental to moderate-income households. Whenever the inclusionary requirements result in a

fractional unit(s), the fractional unit(s) shall be combined to the nearest whole number and provided as very low-income units.

Inclusionary units are required to be the same quality as market rate units and evenly distributed throughout each residential project.

The City Council can approve alternative means of meeting the inclusionary housing requirements above (e.g., in-lieu fees, donation of land, etc.). The City uses in-lieu fees for the construction of affordable housing, such as the Vineyard 2.0 and Avance projects. Due to high sales and rental costs, many low and very low- income units produced in the city require a subsidy, especially 100% affordable projects. The City does not have sufficient affordable housing funds to subsidize enough units to reach the RHNA goals in these categories. Therefore, the inclusionary housing requirement on market-rate development is critical to meeting the city's affordable housing targets, especially in the low-income category.

State and local policies aside, attached unit types tend to cost less than single-family detached units and are more attainable to first-time homebuyers and other households with less ability to afford large down payments. Rental units and accessory dwelling units offer options for households that cannot afford to buy. These housing types are important for diversifying housing choices in Livermore.

2024 Housing Building Permit Activity

Attachment 2 includes summary tables from the Annual Progress Report showing that the City issued building permits for 364 units in 2024. This is significantly higher than the building permit activity from the previous two years, reflecting the shift in market conditions, gradual economic recovery since the global pandemic, and the City's supportive policy initiatives to facilitate housing production and streamline the permitting process. The majority of the building permits issued in 2024 were for multi-family housing units in the Isabel Neighborhood Specific Plan area (approximately 90 percent), with accessory dwelling units accounting for approximately 9 percent and single-family units accounting for 1 percent of the remaining total.

Staff anticipates residential building permit activity will continue to increase over the next several years, driven by the construction of larger-scale residential projects implementing the Arroyo Vista Neighborhood Plan and the Isabel Neighborhood Specific Plan, as well as smaller-scale residential projects like Garaventa Hills. This is reflected in the 2024 entitlement activity, which includes the approval of projects totaling over 1,600 residential units of varying densities and affordability levels, and over 300 additional units proposed in project applications currently under entitlement review.

Progress Meeting RHNA for the 2023-2031 Cycle

Table B of the Annual Progress Report (Attachment 3) shows the City's progress towards meeting its RHNA numbers in 2024, which is the second year of the planning period for the sixth RHNA cycle in 2023-2031. RHNA progress is determined through building permits issued by income level. The City made progress towards its RHNA targets, issuing building permits for units in the very low, low, moderate, and above moderate-income categories. However, the City did not issue any building permits for units that qualified as extremely low-income units and therefore did not contribute toward the allocated target in that category.

There are significant challenges associated with building extremely low, very low, and low-income units due to the high costs of land, construction, and labor, which often exceed the revenue generated from lower rent and for-sale prices. Consequently, substantial subsidies are required to bridge this financial gap, making it difficult for developers to undertake such projects without adequate government support and incentives. This issue is not unique to Livermore; it is a challenge statewide. The City continues to implement the inclusionary housing ordinance requirements and encourage partnerships between supportive housing providers and private developers to create affordable housing opportunities and make progress addressing the ongoing need for such units.

Progress Implementing Housing Programs

In addition to planning for and entitling housing at a range of densities and affordability levels, the City implements a variety of housing programs to address affordability challenges in Livermore. Table D of the Annual Progress Report lists the goals, policies, and programs in the Housing Element and the status towards implementing and completing these programs (Attachment 5 – Exhibit A). Many of the Housing Element programs outlined in Attachment 5, Table D are ongoing as the updated Housing Element was adopted in early 2023. Below are some accomplishments that highlight implementation of the City's 2023-2031 Housing Element in 2024:

- As part of the ongoing efforts to prepare the comprehensive General Plan Update, the City Council approved the preferred land use scenario in June 2024, serving as the foundation for the draft General Plan land use map. This scenario includes proposed land use designation changes aimed at providing a diverse range of housing types and various densities and was prepared based on extensive public outreach and active oversight from the General Plan Advisory Committee (GPAC). The Planning Commission reviewed the Draft Preferred Land Use Map in December of 2024 and staff presented it to the City Council for consideration in February 2025.
- Continued progress was made on the Development Code Update, which was last comprehensively updated in 2010. The Development Code Update will include a new Housing Chapter to codify requirements and procedures for implementing new State housing laws, provide Objective Design Standards, and streamline review authority to further facilitate development for a variety of housing types, densities, and income levels. The Housing Chapter of the Development Code Update is expected to be completed and considered for approval by City Council in late summer 2025.
- In 2024, the City executed a Low-Income Housing Agreement with DeNova Homes for one residential project, known as Triad East (Amarone), securing 34 for-sale affordable units for median and moderate-income buyers in the future. The City also negotiated and entered into a Development Agreement with the developer of the Isabel Crossing project which will provide 1,299 new residential units, with 28 percent, or 363 units, being restricted as affordable at very low to moderate income levels.
- In February 2024, the City applied for the second round of the Family Homelessness Challenge Grant from State Housing and Community Development (HCD) and was awarded an additional $289,770, bringing the total funding to $890,000. These funds will support the Leahy Square project, which aims to assist homeless or at-risk families within the Livermore Valley Unified School District with Intensive Case Management Services, job trainings, and emergency rental assistance. The City holds quarterly meetings with the Livermore Housing Authority, the Livermore Valley Unified School District, and non-profit providers on an ongoing basis to develop and continue the program and expand services provided to the unhoused families.
- The City applied for Permanent Local Housing Allocation (PLHA) funding from HCD in June 2024.

In December 2024, the City was awarded $1,068,089 for 2019-2022 funds and executed a Standard Agreement with the State to support projects focused on addressing homelessness, rapid rehousing, shelter operations, and housing navigation.

- In continued efforts to proactively connect unhoused individuals to resources, the City assisted with the following: opening of the Vineyard Resource Center in January 2024, which provided the following services: Community Meals: 110,435 meals provided for 1,091 individuals; Laundry: 2,962 loads of laundry for 329 individuals; Showers: 6,335 showers for 434 individuals; Open Heart Refuge: 6,775 shelter stays for 172 unhoused individuals; Bus Passes: 1,153 for 186 individuals. In addition, City Serve of the Tri-Valley offered case management and supportive services to 2,741 Livermore residents. Lastly, Block By Block provided 424 general homeless referrals to connect people to case management and shelter services.
- In 2024, the City distributed 1,555 24-hour bus passes to non-profits, Livermore Valley Joint Unified School District, and Livermore Police Department's Homeless Liaison Officers. In addition to bus passes, CityServe of the Tri-Valley announced the award of a multi-year grant from the Alameda Transportation Commission, totaling $1,000,000, to expand its transportation program. This funding will support the launch of RideCare, a new initiative aimed at providing reliable transportation services for local older adults and individuals 18+ with disabilities. RideCare will connect Tri-Valley volunteer drivers with those in need of transportation, coordinating rides to medical appointments, grocery runs, and other planned and group trips throughout the Tri-Valley. This expanded service addresses a significant gap in transportation options, ensuring all older adults and individuals with disabilities have access to essential services.

ENVIRONMENTAL DETERMINATION

Acceptance of the 2024 Annual Progress Report is an administrative action that does not involve a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment; therefore, it does not meet the criteria for a "project" as defined by the California Environmental Quality Act (CEQA) Guidelines Section 15378. No environmental review is required.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no direct fiscal impacts resulting from preparation of the 2024 Annual Progress Report, other than staff time to research and prepare the detailed requirements of the APR. City Council acceptance of the report and staff submittal of the report to the State will retain the City’s eligibility for competitive grant funding for transportation projects and other grants that may be available from HCD in 2025.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

7: Expand and preserve the supply of affordable housing opportunities

GUIDING DOCUMENT

2023-2031 Housing Element

ATTACHMENTS

1. 2024 Affordable For-Sale Prices and Rental Rates
2. 2024 Building Permit and Housing Applications Summary
3. 2024 RHNA Progress
4. Resolution
5. Exhibit A - 2024 Annual Progress Report

Prepared by: Shannon Pagan
Assistant Planner

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA

City of Livermore
Affordable For-Sale Prices and Rental Rates

For-Sale Housing*							
		Low-Income (80%)		Median-Income (100%)		Moderate-Income (120%)	
No. Bedrooms	Household Size	Maximum Income	Maximum Purchase Price	Maximum Income	Maximum Purchase Price	Maximum Income	Maximum Purchase Price
Studio	1	$78,550	$210,629	$103,550	$295,625	$124,250	$366,001
1	2	$89,750	$248,707	$118,300	$345,772	$142,000	$426,347
2	3	$100,950	$286,785	$133,100	$396,089	$159,750	$486,694
3	4	$112,150	$324,863	$147,900	$446,406	$177,500	$547,041
4	5	$121,150	$355,461	$159,750	$489,233	$191,700	$595,318

**Effective January 8, 2024*

Rental Housing*													
		Ext. Low-Income (30%)		Very-Low Income (50%)		Lower-Income (60%)		Low-Income (80%)		Median-Income (100%)		Moderate-Income (120%)	
No. Bed-rooms	Size House-hold	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent
Studio	1	$31,050	$776	$51,800	$1,295	$62,160	$1,554	$78,550	$1,964	$103,550	$2,589	$124,250	$3,106
1(*)	1.5	$35,500	$888	$55,500	$1,388	$66,600	$1,665	$84,150	$2,104	$110,925	$2,773	$133,125	$3,328
1	2	$39,950	$999	$59,200	$1,480	$71,040	$1,776	$89,750	$2,244	$118,300	$2,958	$142,000	$3,550
2	3	$44,350	$1,109	$66,600	$1,665	$79,920	$1,998	$100,950	$2,524	$128,500	$3,328	$159,750	$3,994
3	4	$47,900	$1,198	$73,950	$1,849	$88,740	$2,219	$112,150	$2,804	$142,800	$3,698	$177,500	$4,438
4	5	$51,450	$1,286	$79,900	$1,998	$95,880	$2,397	$121,150	$3,029	$159,750	$3,994	$191,700	$4,793

**Effective January 8, 2024*

NOTES: These limits are based on income data from the California Department of Housing and Community Development (HCD) for 2023. The Affordable Sales Prices are effective for the 2024 Affordable Homeownership Program year and thereafter until updated by City Council. The 2023 Area Median Income for a 4-person household of $147,900 published by State HCD is derived from the U.S. Department of Housing and Urban Development for Alameda County (Oakland-Fremont Metro Region) for the Section 8 Program.

(*) Low Income Housing Tax Credit (LIHTC) Household size

Sales Prices: assume a 6.75% interest rate, 30-year mortgage, and housing payments (PITI) which do not exceed 30% of the household's monthly income.

The Rental Housing limits are effective upon adoption by City Council and thereafter until updated by City Council. Rental affordability based on 30% of the household's monthly income and do not include tenant utility allowances. Utility allowances should be deducted from the maximum rents based on the Livermore Housing Authority's utility allowance schedule for the Section 8 Program.

Date Adopted by Livermore City Council: January 8, 2024

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	01/31/2023 - 01/31/2031

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	14
	Non-Deed Restricted	0
Low	Deed Restricted	14
	Non-Deed Restricted	0
Moderate	Deed Restricted	39
	Non-Deed Restricted	30
Above Moderate		267
Total Units		**364**

Note: Units serving extremely low-income households are included in the very low-income

Units by Structure Type	**Entitled**	**Permitted**	**Completed**
Single-family Attached	6	0	0
Single-family Detached	124	1	13
2 to 4 units per structure	0	4	0
5+ units per structure	1494	328	24
Accessory Dwelling Unit	0	31	45
Mobile/Manufactured Home	0	0	0
Total	**1624**	**364**	**82**

Infill Housing Developments and Infill Units Permitted	**# of Projects**	**Units**
Indicated as Infill	4	332
Not Indicated as Infill	32	32

Housing Applications Summary	
Total Housing Applications Submitted:	57
Number of Proposed Units in All Applications Received:	303
Total Housing Units Approved:	94
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	01/31/2023 - 01/31/2031

Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	**0**	**0**	**0**

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	# of	Units
Ministerial	55	157
Discretionary	2	146

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	1
Number of Units in Applications Submitted Requesting a Density Bonus	31
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	121
Sites Rezoned to Accommodate the RHNA	1

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

Income Level		1 RHNA Allocation by Income Level	Projection Period Projection Period - 06/30/2022-01/30/2023	2 2023	2024	2025	2026	2027	2028	2029	2030	2031	3 Total Units to Date (all years)	4 Total Remaining RHNA by Income Level
Very Low	Deed Restricted	1,317	-	-	14	-	-	-	-	-	-	-	14	**1,303**
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	758	-	-	14	-	-	-	-	-	-	-	14	**744**
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	696	-	1	39	-	-	-	-	-	-	-	149	**547**
	Non-Deed Restricted		34	45	30	-	-	-	-	-	-	-		
Above Moderate		1,799	21	21	267	-	-	-	-	-	-	-	309	**1,490**
Total RHNA		**4,570**												
Total Units			**55**	**67**	**364**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**486**	**4,084**

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

	5 Extremely low-Income Need		2023	2024	2025	2026	2027	2028	2029	2030	2031	6 Total Units to Date	7 Total Units Remaining
Extremely Low-Income Units*	659		-	-	-	-	-	-	-	-	-	-	**659**

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE 2024 HOUSING ELEMENT ANNUAL PROGRESS REPORT

The California Department of Housing and Community Development's ("HCD") Housing Element regulations require cities and counties to complete annual reports on Housing Element progress pursuant to Government Code Section 65400.

Housing Element Annual Progress Reports must include the following information: (1) annual building permits issued by income level to show progress meeting Regional Housing Need Allocation ("RHNA") targets; (2) progress implementing Housing Element programs to maintain, improve, and develop housing opportunities for all income levels; (3) annual housing development applications submitted; (4) annual housing units receiving a planning entitlement; (5) annual housing units receiving a certificate of occupancy or other form of readiness; (6) annual housing units proposed, approved, or constructed pursuant to Senate Bill 6, Senate Bill 432, or Assembly Bill 2011; (7) housing units constructed and lot splits approved pursuant to Senate Bill 9; (8) housing units constructed in conjunction with a commercial development bonus; (9) sites identified or rezoned to accommodate shortfall housing need and No Net-Loss Law; (10) housing units rehabilitated, preserved, or acquired for alternative adequate sites; (11) above moderate-income units converted to moderate income units; (12) list of locally owned lands included in the Housing Element sites inventory that have been sold, leased, or otherwise disposed of; (13) list of sites identified as surplus publicly owned land; (14) student housing units approved for lower income students for which a density bonus was granted; (15) disclosure of local tenant preference policy, if established; and (16) status of projects that received Local Early Action Planning funding.

In addition to being required by State law, the City must file Annual Progress Reports to maintain eligibility for regional and State grants. On-time filing of these reports ensures eligibility for competitive grant programs, such as the One Bay Area Grant competitive grant program administered by the Alameda County Transportation Commission. In the past, the City has received other grants from HCD for first-time homebuyer assistance such as Cal Home and the Local Housing Trust, as well as other park and public amenity projects predicated on timely submittal of the Annual Progress Report.

Accepting the 2024 Annual Progress Report is not a project as defined by the California Environmental Quality Act Guidelines Section 15378 because it will not cause a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

On March 24, 2025, the City Council held a duly noticed public hearing to consider the 2024 Housing Element Annual Progress Report and all public comments

and testimony.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby accepts the 2024 Housing Element Annual Progress Report, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore, that it hereby directs staff to file the Annual Progress Report with California Department of Housing and Community Development and the Governor's Office of Planning and Research by April 1, 2025, per Government Code Section 65400.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 24, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney

Exhibit A - 2024 Housing Element Annual Progress Report

EXHIBIT A

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	01/31/2023 - 01/31/2031

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	14
	Non-Deed Restricted	0
Low	Deed Restricted	14
	Non-Deed Restricted	0
Moderate	Deed Restricted	39
	Non-Deed Restricted	30
Above Moderate		267
Total Units		**364**

Note: Units serving extremely low-income households are included in the very low-income

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	6	0	0
Single-family Detached	124	1	13
2 to 4 units per structure	0	4	0
5+ units per structure	1494	328	24
Accessory Dwelling Unit	0	31	45
Mobile/Manufactured Home	0	0	0
Total	**1624**	**364**	**82**

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	4	332
Not Indicated as Infill	32	32

Housing Applications Summary	
Total Housing Applications Submitted:	57
Number of Proposed Units in All Applications Received:	303
Total Housing Units Approved:	94
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications

EXHIBIT A

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	01/31/2023 - 01/31/2031

Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	**0**	**0**	**0**

Streamlining Provisions Used - Permitted Units	**# of Projects**	**Units**
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	**# of**	**Units**
Ministerial	55	157
Discretionary	2	146

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	1
Number of Units in Applications Submitted Requesting a Density Bonus	31
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	**Count**
Programs Implemented	121
Sites Rezoned to Accommodate the RHNA	1

EXHIBIT A

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications		Application Status	Project Type	Notes
1					2	3	4	5							6	7	8	9	10		11	12	13
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes+
Summary Row: Start Data Entry Below								0	0	23	0	35	37	208	303	94	0						
	098A041210608	3070 Pacific Ave; 2930 Pacific Ave	Pacific and Livermore	SUB23-004	5+	O	3/28/2024			23				92	115			NONE	No	No	Pending	Discretionary	Applicant submitted for Builder's Remedy, going over allowable density 17.58 du/ac over, waive zoning requirements.
	99-100-30-8	Portola Ave	Parkview	SUB24-001	5+	O	7/12/2024					6		25	31	31		NONE	Yes	Yes	Approved	Discretionary	See Table A2
	905 001900300	2902 Triad Place	Triad West	D240768	5+	O	12/23/2024					2		6	8	8		NONE	No	No	Approved	Ministerial	Approved as part of SDPR 21-003, Triad West in Table A2
	905 001900700	212 Gibraltar Common	Triad West	D240770	5+	O	12/23/2024					1		4	5	5		NONE	No	No	Approved	Ministerial	Approved as part of SDPR 21-003, Triad West in Table A2
	905 001900800	303 Hermes Common	Triad West	D240771	5+	O	12/23/2024					1		4	5	5		NONE	No	No	Approved	Ministerial	Approved as part of SDPR 21-003, Triad West in Table A2
	905 001901100	304 Hermes Common	Triad West	D240772	5+	O	12/23/2024					2		10	12	12		NONE	No	No	Approved	Ministerial	Approved as part of SDPR 21-003, Triad West in Table A2
	098 035905500	1260 P Street		ADU240001	ADU	R	3/12/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	099B810106200	2544 Spyglass Hills Road		ADU240002	ADU	R	1/8/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	098A042102200	429 Willow Ct		ADU240003	ADU	R	1/23/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	098 039406400	1551 Arlington Rd		ADU240004	ADU	R	1/26/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	099 097503800	3158 Rodeo Ln		ADU240005	ADU	R	2/1/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	097 005801902	760 L St		ADU240006	ADU	R	2/8/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	098A041604800	3520 Pestana Way		ADU240007	ADU	R	2/13/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	099 130506100	2124 Buckskin Rd		ADU240008	ADU	R	2/13/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	099 007704100	2684 Wellingham Dr		ADU240009	ADU	R	2/20/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	098 026300200	641 Enos Way		ADU240010	ADU	R	2/21/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	099 031402400	297 Wall St		ADU240011	ADU	R	2/21/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	097 001300100	223 K St		ADU240012	ADU	R	3/13/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	097 013808200	1380 Berlin Way		ADU240013	ADU	R	4/18/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	098 039015200	857 Dakota Ct		ADU240015	ADU	R	4/25/2024						1		1			NONE	No	No	Pending	Ministerial	
	099030300400	1095 El Dorado Dr		ADU240017	ADU	R	5/29/2024						1		1			NONE	No	No	Pending	Ministerial	
	099 033304900	359 Pearl Dr		ADU240018	ADU	R	5/29/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	099 070013800	2033 Latour Ave		ADU240019	ADU	R	6/6/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	097 009703100	2349 Chateau Way		ADU240020	ADU	R	6/14/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	097 009703100	2349 Chateau Way		ADU240020	ADU	R	6/13/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	099 135001700	1648 Valley Of The Moon Pl		ADU240021	ADU	R	6/17/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	098 020700404	2052 Locust St		ADU240022	ADU	R	6/18/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	099 045410700	2470 Marbury Rd		ADU240025	ADU	R	7/17/2024						1		1			NONE	No	No	Pending	Ministerial	
	097 014908101	846 Mendenhall Dr		ADU240026	ADU	R	7/18/2024						1		1			NONE	No	No	Pending	Ministerial	
	099A150301900	5549 Carnegie		ADU240027	ADU	R	9/27/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	099A290104700	510 Rachelle St		ADU240028	ADU	R	8/1/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	099 108206400	4166 Stanford Way		ADU240029	ADU	R	7/31/2024						1		1			NONE	No	No	Pending	Ministerial	
	99-298-78	2026 Mercury Rd		ADU240031	ADU	R	8/20/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	098 030201500	552 James St		ADU240032	ADU	R	8/26/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	097 014706800	1882 Heidelberg Dr		ADU240034	ADU	R	9/5/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	099 032008000	542 Leona Dr		ADU240035	ADU	R	9/9/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	099 068300900	2828 Barouni Ct		ADU240037	ADU	R	10/7/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	098 038504700	779 Cardinal Dr		ADU240046	ADU	R	12/2/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	099 075001500	1148 Arroyo Rd		D240041	ADU	R	1/25/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	098A042602001	3856 Princeton Way		D240044	ADU	R	1/24/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	097 001701103	2240 Third St		D240081	ADU	R	2/21/2024					1			1	1		NONE	No	No	Approved	Ministerial	JADU
	098 026902800	244 Lee Ave		D240104	ADU	R	3/4/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	099 030807700	676 Sonoma Ave		D240434	ADU	R	7/29/2024						1		1	1		NONE	No	No	Approved	Ministerial	
	903 001800900	146 Sedona Common	Shea Serenity Condos - SDPR21-005	D240487	5+	O	8/28/2024					1		5	6			NONE	No	No	Approved	Ministerial	Building Permit Ministerial; Entitlement Discretionary. See Table A2 SPDR21-005

EXHIBIT A

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications		Application Status	Project Type	Notes
1					2	3	4	5							6	7	8	9	10		11	12	13
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes+
Summary Row: Start Data Entry Below								0	0	23	0	35	37	208	303	94	0						
	903 001800800	142 Sedona Common	Shea Serenity Condos - SDPR21-006	D240491	5+	O	8/20/2024					1		5	6			NONE	No	No	Approved	Ministerial	Building Permit Ministerial; Entitlement Discretionary. See Table A2 SPDR21-006
	903 001800800	109 Sedona Common	Shea Serenity Condos - SDPR21-007	D240492	5+	O	8/20/2024					2		6	8			NONE	No	No	Approved	Ministerial	Building Permit Ministerial; Entitlement Discretionary. See Table A2 SPDR21-006
	903 001800400	105 Sedona Common	Shea Serenity Condos - SDPR21-008	D240493	5+	O	8/28/2024					2		6	8			NONE	No	No	Approved	Ministerial	Building Permit Ministerial; Entitlement Discretionary. See Table A2 SPDR21-006
	903 001800700	138 Sedona Common	Shea Serenity Condos - SDPR21-009	D240494	5+	O	8/28/2024					1		5	6			NONE	No	No	Approved	Ministerial	Building Permit Ministerial; Entitlement Discretionary. See Table A2 SPDR21-006
	903 001800600	134 Sedona Common	Shea Serenity Condos - SDPR21-010	D240495	5+	O	8/28/2024					1		5	6			NONE	No	No	Approved	Ministerial	Building Permit Ministerial; Entitlement Discretionary. See Table A2 SPDR21-006
	903 001800500	101 Sedona Common	Shea Serenity Condos - SDPR21-011	D240496	5+	O	8/28/2024					2		5	7			NONE	No	No	Approved	Ministerial	Building Permit Ministerial; Entitlement Discretionary. See Table A2 SPDR21-006
	903 001801300	168 Sedona Common	Shea Serenity Condos - SDPR21-012	D240497	5+	O	8/28/2024					2		5	7			NONE	No	No	Approved	Ministerial	Building Permit Ministerial; Entitlement Discretionary. See Table A2 SPDR21-006
	903 001801200	172 Sedona Common	Shea Serenity Condos - SDPR21-013	D240498	5+	O	8/28/2024					2		5	7			NONE	No	No	Approved	Ministerial	Building Permit Ministerial; Entitlement Discretionary. See Table A2 SPDR21-006
	903 001801100	176 Sedona Common	Shea Serenity Condos - SDPR21-014	D240499	5+	O	8/20/2024					2		5	7			NONE	No	No	Approved	Ministerial	Building Permit Ministerial; Entitlement Discretionary. See Table A2 SPDR21-006
	903 001801000	180 Sedona Common	Shea Serenity Condos - SDPR21-015	D240500	5+	O	8/20/2024					2		5	7			NONE	No	No	Approved	Ministerial	Building Permit Ministerial; Entitlement Discretionary. See Table A2 SPDR21-006
	903 001800200	113 Sedona Common	Shea Portola Condos - SDPR21-016	D240501	5+	O	8/20/2024					2		5	7			NONE	No	No	Approved	Ministerial	Building Permit Ministerial; Entitlement Discretionary. See Table A2 SPDR21-006
	099 132502902	4802 Las Positas Rd	Arroyo Vista Rowtowns	D240638	5+	O	8/20/2024					2		5	7			NONE	No	No	Approved	Ministerial	Building Permit Ministerial; Entitlement Discretionary. See Table A2 SPDR21-006
	098 035610301	809 El Rancho Dr		D240760	ADU	R	12/19/2024						1		1	1		NONE	No	No	Approved	Ministerial	

EXHIBIT A

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								
1					2	3	4							5	6
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
Summary Row: Start Data Entry Below							65	0	116	0	227	0	1216		1624
	905 001000600	Triad Dr	Triad Condos (Triad West)	SPDR21-003	5+	O					22		90	5/9/2022	112
	903 001003000	Portola Ave	Shea Portola Ave - Apartments	SPDR21-005	5+	R	14		14		14		168	7/25/2022	210
	903 001003000	Portola Ave	Shea Portola Ave - Condos	SPDR21-005	5+	O					18		71	7/25/2022	89
	099 028301200	1699 SARDONYX RD		ADU210010	ADU	R									0
	099 031607300	849 MAYVIEW WY		ADU210015	ADU	R									0
	099 030604100	997 DE CAEN CT		ADU210017	ADU	R									0
	099 134302200	247 VALLECITOS RD		ADU210019	ADU	R									0
	099 133613200	573 SHERIDAN CI		ADU210033	ADU	R									0
	099 110203100	4240 GUILFORD AV		ADU210041	ADU	R									0
	097 014205900	1162 INNSBRUCK ST		ADU210047	ADU	R									0
	097 014807500	1745 STERLING CT		D190972	SFD	O									0
	098 024000117	450 N LIVERMORE AVE	VINEYARD 2.0	CB210003	5+	R									0
	097 008103004	1442 THIRD ST		ADU210022	ADU	R									0
	099 045102400	1130 LOMITAS AV		ADU210058	ADU	R									0
	099 134501600	256 WHITE FANG WY		ADU220001	ADU	R									0
	099B810107600	2386 SPYGLASS HILLS RD		ADU220010	ADU	R									0
	098 038902700	969 CAYUGA DR		ADU220014	ADU	R									0
	099 132901700	531 LAGRANGE LN		ADU220017	ADU	R									0
	099B520802900	5593 OAKMONT CI		ADU220021	ADU	R									0
	099 029903000	846 SATURN WY		ADU220023	ADU	R									0
	098 032000600	617 P ST		ADU220030	ADU	R									0
	099 080300903	2602 LUCCA CT		ADU220031	ADU	R									0
	098 034906200	1572 ELM ST		ADU220033	ADU	R									0
	099 130002000	1908 PARKSIDE CT		ADU220034	ADU	R									0
	098 039703700	1172 DELAWARE WY		ADU220037	ADU	R									0
	097 007200301	980 ACACIA WY		ADU220039	ADU	R									0
	098A042401100	3895 HARVARD WY		ADU220040	ADU	R									0
	098 038704800	640 ORIOLE AV		ADU220043	ADU	R									0
	097 004900401	581 J ST		ADU220044	ADU	R									0
	099 033200800	280 LOUIS CT		ADU220045	ADU	R									0
	098A041401802	3428 EAST AV		ADU220049	ADU	R									0
	099 045407500	1359 CHELSEA WY		ADU220050	ADU	R									0
	099 133805000	4001 CAMROSE AV		ADU220056	ADU	R									0
	099 045410301	2633 REGENT RD		ADU220057	ADU	R									0

EXHIBIT A

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								
1					2	3	4							5	6
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
Summary Row: Start Data Entry Below							65	0	116	0	227	0	1216		1624
	099 133502000	1548 MURDELL LN		ADU220064	ADU	R									0
	099 001502202	2680 WAVERLEY WY		D181381	SFD	O									0
	098 024000117	456 LIVERMORE AV	VINEYARD 2.0	D210140	5+	R									0
	097 015101102	1740 BELLA KRISTINA LN		D210837	SFD	O									0
	099 134501600	256 WHITE FANG WY		D220006	ADU	R									0
	098 040906100	2872 KALAPAKI CM		D220517	SFD	O									0
	098 040906200	2876 KALAPAKI CM		D220518	SFD	O									0
	098 040906300	2880 KALAPAKI CM		D220519	SFD	O									0
	097 005401100	636 I St		ADU220002	ADU	R									0
	097 008501802	227 Holmes St		ADU220011	ADU	R									0
	097 014710500	1893 Helsinki Wy		ADU220048	ADU	R									0
	097 015003500	1354 Capri Ct		ADU220053	ADU	R									0
	099 004003900	122 Trevarno Rd		ADU220063	ADU	R									0
	098 022700106	559 I Street		ADU220066	ADU	R									0
	098 022700106	553 I Street		ADU220067	ADU	R									0
	099A143909000	5135 Felicia Av		ADU220072	ADU	R									0
	099 068300700	2380 Pendolino Ln		ADU220075	ADU	R									0
	099 018605400	441 Swallow Ct		ADU220076	ADU	R									0
	099 133000500	1979 RHODODENDRON Ct		ADU220077	ADU	R									0
	097 014702900	1669 Genoa St		ADU220078	ADU	R									0
	098A042402102	3832 East Ave		ADU220079	ADU	R									0
	098 023000801	1923 Linden St		ADU220081	ADU	R									0
	099 003900700	1532 Heather Ln		ADU230001	ADU	R									0
	098 040100400	420 Colusa Wy		ADU230004	ADU	R									0
	099 135103100	685 Shadow Mist Ct		ADU230005	ADU	R									0
	099 029901300	660 Orion Wy		ADU230006	ADU	R									0
	097 008916400	1179 Dublin Av		ADU230008	ADU	R									0
	099 080301600	2766 Lucca Ct		ADU230010	ADU	R									0
	097 004600201	561 M St		ADU230011	ADU	R									0
	099 072515700	2582 Merlot Ln		ADU230012	ADU	R									0
	099 017805002	407 Summertree Dr		ADU230013	ADU	R									0
	098 021601400	1855 Locust St		ADU230014	ADU	R									0
	098 034906100	733 P St		ADU230015	ADU	R									0
	099B535405300	6010 Augusta Wy		ADU230018	ADU	R									0
	098 029000403	1017 Ventura Av		ADU230019	ADU	R									0
	097 006400802	856 G St		ADU230021	ADU	R									0
	099B540600400	6476 Scenic Av		ADU230022	ADU	R									0
	097 014509000	1820 DeVaca Wy		ADU230025	ADU	R									0
	098 029301500	1086 Ventura Av		ADU230026	ADU	R									0
	099 098500400	2856 Carmen Ave		ADU230028	ADU	R									0
	098 020101203	1641 Pine St		ADU230029	ADU	R									0

EXHIBIT A

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								
1					2	3	4							5	6
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
Summary Row: Start Data Entry Below							65	0	116	0	227	0	1216		1624
	097 014003100	1675 Vancouver Wy		ADU230030	ADU	R									0
	099 019103600	48 Glacier Pl		ADU230032	ADU	R									0
	098A041400804	482 School St		ADU230034	ADU	R									0
	099 133802100	3981 Loch Lomand Wy		ADU230035	ADU	R									0
	099A292703100	5639 Moreland Way		ADU230036	ADU	R									0
	099 019100600	434 Yosemite Dr		ADU230037	ADU	R									0
	099 026000603	165 Stanley		ADU230040	ADU	R									0
	097 010200200	727 McLeod St		D220795	ADU	R									0
	099 031307900	888 Laguna St		D220838	ADU	R									0
	098 025100701	1949 Chestnut St		D220841	ADU	R									0
	098 025100701	1951 Chestnut St		D220842	ADU	R									0
	099B520602500	1639 Pinehurst Ct		D230081	ADU	R									0
	099 030113100	1007 Mocho St		D230146	ADU	R									0
	097 003900600	486 N St		D230367	ADU	R									0
	098 022100400	608 N St		D230379	ADU	R									0
	097 015101102	1752 Bella Kristina Ln		D210839	SFD	O									0
	097 015101102	1758 Bella Kristina Ln		D210840	SFD	O									0
	097 015101102	1762 Bella Kristina Ln		D210841	SFD	O									0
	097 015101102	1766 Bella Kristina Ln		D210842	SFD	O									0
	097 015101102	1774 Bella Kristina Ln		D210843	SFD	O									0
	097 015101102	1782 Bella Kristina Ln		D210844	SFD	O									0
	097 010200704	2750 Eighth St		D210855	SFD	O									0
	097 008501802	227 Holmes St		D220145	SFD	O									0
	097 010201200	2617 Seventh St		D220746	SFD	O									0
	099 032503200	1777 Cordoba St		SUB22007	SFD	O							4	11/21/2023	4
	905 001000403	Triad Dr	Triad East	SUB22005	5+	O					34		138	5/22/2023	172
	097 013600206	218 Church St		D210812	5+	R									0
	098 035602322	557 Olivina Ave		D191653	SFD	O									0
	099 072505300	2352 Gamay CM		D220830	SFD	O									0
	099 003105000	4828 Zinnia Ct		ADU200028	ADU	R									0
	097 007101300	2532 College Ave		ADU200036	ADU	R									0
	098 039907700	634 Placer Ct		ADU210009	ADU	R									0
	099 033002800	69 Agate Ct		ADU220042	ADU	R									0
	099 046203400	3086 Bertolli Drive		ADU230003	ADU	R									0
	099B540401400	1435 Fox Creek Ct		ADU230044	ADU	R									0
	098A042102200	429 Willow Ct		ADU240003	ADU	R									0
	099 130506100	2124 Buckskin Rd		ADU240008	ADU	R									0
	099 007704100	2648 Wellingham Dr		ADU240009	ADU	R									0
	098 026300200	641 Enos Way		ADU240010	ADU	R									0
	099 031402400	297 Wall St		ADU240011	ADU	R									0

EXHIBIT A

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								
1					2	3	4							5	6
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
Summary Row: Start Data Entry Below							65	0	116	0	227	0	1216		1624
	099 070013800	2033 Latour Ave		ADU240019	ADU	R									0
	098 020700404	2052 Locust St		ADU240022	ADU	R									0
	099 068300900	2828 Barouni Ct		ADU240037	ADU	R									0
	098A042602001	3856 Princeton Way		D240044	ADU	R									0
	099A292200200	1423 Joy Ct		ADU220074	ADU	R									0
	099 098500302	979 Livermore Ave		ADU220082	ADU	R									0
	098 020400300	845 L St		ADU230016	ADU	R									0
	098 020400200	857 L St		ADU230017	ADU	R									0
	097 003900700	466 N St		ADU230023	ADU	R									0
	099 018705200	234 Swan Dr		ADU230041	ADU	R									0
	099 131201300	5132 Scenic Ave		ADU230043	ADU	R									0
	099 004004000	144 Trevarno Rd		ADU230045	ADU	R									0
	099 132900100	630 Alden Ln		ADU230046	ADU	R									0
	098 035905500	1260 P St		ADU240001	ADU	R									0
	099B810106200	2544 Spyglass Hills Rd		ADU240002	ADU	R									0
	098 039406400	1551 Arlington Rd		ADU240004	ADU	R									0
	099 097503800	3158 Rodeo Ln		ADU240005	ADU	R									0
	097 005801902	760 L St		ADU240006	ADU	R									0
	098A041604800	3520 Pestana Way		ADU240007	ADU	R									0
	097 001300100	223 K St		ADU240012	ADU	R									0
	097 013808200	1380 Berlin Wy		ADU240013	ADU	R									0
	099 033304900	359 Pearl Dr		ADU240018	ADU	R									0
	097 009703100	2349 Chateau Wy		ADU240020	ADU	R									0
	099 135001700	1648 Valley of the Moon Pl		ADU240021	ADU	R									0
	099A150301900	5549 Carnegie		ADU240027	ADU	R									0
	099A290104700	510 Rachelle St		ADU240028	ADU	R									0
	99-298-78	2026 Mercury Rd		ADU240031	ADU	R									0
	098 030201500	552 James St		ADU240032	ADU	R									0
	097 014706800	1882 Heidelberg Dr		ADU240034	ADU	R									0
	099 032008000	542 Leona Dr		ADU240035	ADU	R									0
	098 038504700	779 Cardinal Dr		ADU240046	ADU	R									0
	099 075001500	1148 Arroyo Rd		D240041	ADU	R									0
	099 030807700	676 Sonoma Ave		D240434	ADU	R									0
	098 035610301	809 El Rancho Dr		D240760	ADU	R									0
	903 001400400	Tranquility Circle	Shea Aura Condos	SUB21-007	5+	O					33		131	7/8/2024	164
	903 001004800	Isabel Ave, Portola Ave	Isabel Crossing	SUB22-008	5+	R	65		113		185		936	7/22/2024	1299
	99B-5300-10	Bear Creek Drive	Garaventa Hills	SUB13-001	SFD	O							38	11/25/2024	38
	99B-5300-10	Bear Creek Drive	Garaventa Hills	SUB13-001	SFA	O			3		3			11/25/2024	6
	various	Arroyo Vista and Las Positas Road	Arroyo Vista	SPDRM24-002	SFD	O							86	9/9/2024	86
	99-100-30-8	Portola Ave	Parkview	SUB 24-001	5+	O					6		25	8/6/2024	31
	099 132502902	4802 Las Positas Road	Arroyo Vista Row Townhomes	D240638	2 to 4	O									0
															0
															0

EXHIBIT A

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Building Permits								
			7							8	9
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits
			14	0	14	0	39	30	267		364
905 001000600	Triad Dr	Triad Condos (Triad West)					6		23	5/20/2024	29
903 001003000	Portola Ave	Shea Portola Ave - Apartments	14		14		14		168	12/19/2024	210
903 001003000	Portola Ave	Shea Portola Ave - Condos					18		71	12/12/2024	89
099 028301200	1699 SARDONYX RD							1		6/4/2021	1
099 031607300	849 MAYVIEW WY							1		7/26/2021	1
099 030604100	997 DE CAEN CT							1		8/17/2021	1
099 134302200	247 VALLECITOS RD							1		9/30/2021	1
099 133613200	573 SHERIDAN CI							1		9/9/2021	1
099 110203100	4240 GUILFORD AV							1		10/7/2021	1
097 014205900	1162 INNSBRUCK ST							1		10/25/2021	1
097 014807500	1745 STERLING CT								1	2/18/2021	1
098 024000117	450 N LIVERMORE AVE	VINEYARD 2.0	18							3/9/2022	18
097 008103004	1442 THIRD ST							1		4/21/2022	1
099 045102400	1130 LOMITAS AV							1		2/8/2022	1
099 134501600	256 WHITE FANG WY							1		3/1/2022	1
099B810107600	2386 SPYGLASS HILLS RD							1		3/28/2022	1
098 038902700	969 CAYUGA DR							1		5/24/2022	1
099 132901700	531 LAGRANGE LN							1		4/26/2022	1
099B520802900	5593 OAKMONT CI							1		6/29/2022	1
099 029903000	846 SATURN WY							1		8/25/2022	1
098 032000600	617 P ST							1		2/29/2024	1
099 080300903	2602 LUCCA CT							1		7/18/2022	1

EXHIBIT A

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Building Permits								
			7							8	9
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits
			14	0	14	0	39	30	267		364
098 034906200	1572 ELM ST							1		11/22/2022	1
099 130002000	1908 PARKSIDE CT							1		6/30/2022	1
098 039703700	1172 DELAWARE WY							1		7/20/2022	1
097 007200301	980 ACACIA WY							1		12/21/2022	1
098A042401100	3895 HARVARD WY							1		9/12/2022	1
098 038704800	640 ORIOLE AV							1		10/10/2022	1
097 004900401	581 J ST							1		10/31/2022	1
099 033200800	280 LOUIS CT							1		11/1/2022	1
098A041401802	3428 EAST AV							1		10/18/2022	1
099 045407500	1359 CHELSEA WY							1		11/30/2022	1
099 133805000	4001 CAMROSE AV							1		10/26/2022	1
099 045410301	2633 REGENT RD							1		12/12/2022	1
099 133502000	1548 MURDELL LN							1		12/29/2022	1
099 001502202	2680 WAVERLEY WY								1	12/19/2022	1
098 024000117	456 LIVERMORE AV	VINEYARD 2.0	6							3/9/2022	6
097 015101102	1740 BELLA KRISTINA LN								1	6/30/2022	1
099 134501600	256 WHITE FANG WY							1		4/19/2022	1
098 040906100	2872 KALAPAKI CM								1	9/6/2022	1
098 040906200	2876 KALAPAKI CM								1	9/6/2022	1
098 040906300	2880 KALAPAKI CM								1	9/6/2022	1
097 005401100	636 I St							1		11/30/2023	1
097 008501802	227 Holmes St							1		6/1/2023	1
097 014710500	1893 Helsinki Wy							1		4/26/2023	1
097 015003500	1354 Capri Ct							1		4/12/2023	1

EXHIBIT A

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Building Permits								
			7							8	9
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits
			14	0	14	0	39	30	267		364
099 004003900	122 Trevarno Rd							1		11/13/2023	1
098 022700106	559 I Street							1		1/17/2023	1
098 022700106	553 I Street							1		1/13/2023	1
099A143909000	5135 Felicia Av							1		10/9/2023	1
099 068300700	2380 Pendolino Ln							1		4/3/2023	1
099 018605400	441 Swallow Ct							1		7/24/2023	1
099 133000500	1979 RHODODENDRON Ct							1		5/16/2023	1
097 014702900	1669 Genoa St							1		4/19/2023	1
098A042402102	3832 East Ave							1		1/23/2023	1
098 023000801	1923 Linden St							1		4/3/2023	1
099 003900700	1532 Heather Ln							1		6/21/2023	1
098 040100400	420 Colusa Wy							1		10/17/2023	1
099 135103100	685 Shadow Mist Ct							1		6/27/2023	1
099 029901300	660 Orion Wy							1		6/22/2023	1
097 008916400	1179 Dublin Av							1		8/24/2023	1
099 080301600	2766 Lucca Ct							1		6/21/2023	1
097 004600201	561 M St							1		10/9/2023	1
099 072515700	2582 Merlot Ln							1		6/20/2023	1
099 017805002	407 Summertree Dr							1		8/30/2023	1
098 021601400	1855 Locust St							1		8/28/2023	1
098 034906100	733 P St							1		9/19/2023	1
099B535405300	6010 Augusta Wy							1		8/14/2023	1
098 029000403	1017 Ventura Av							1		8/9/2023	1
097 006400802	856 G St							1		7/13/2023	1
099B540600400	6476 Scenic Av							1		8/29/2023	1
097 014509000	1820 DeVaca Wy							1		11/2/2023	1
098 029301500	1086 Ventura Av							1		9/21/2023	1
099 098500400	2856 Carmen Ave							1		9/26/2023	1
098 020101203	1641 Pine St							1		12/7/2023	1
097 014003100	1675 Vancouver Wy						1			11/7/2023	1

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Building Permits								
			7							8	9
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits
			14	0	14	0	39	30	267		364
099 019103600	48 Glacier Pl							1		9/27/2023	1
098A041400804	482 School St							1		11/7/2023	1
099 133802100	3981 Loch Lomand Wy							1		10/4/2023	1
099A292703100	5639 Moreland Way							1		12/6/2023	1
099 019100600	434 Yosemite Dr							1		12/4/2023	1
099 026000603	165 Stanley							1		12/7/2023	1
097 010200200	727 McLeod St							1		2/13/2023	1
099 031307900	888 Laguna St							1		2/7/2023	1
098 025100701	1949 Chestnut St							1		4/17/2023	1
098 025100701	1951 Chestnut St							1		4/17/2023	1
099B520602500	1639 Pinehurst Ct							1		5/17/2023	1
099 030113100	1007 Mocho St							1		6/15/2023	1
097 003900600	486 N St							1		10/23/2023	1
098 022100400	608 N St							1		9/6/2023	1
097 015101102	1752 Bella Kristina Ln								1	12/18/2023	1
097 015101102	1758 Bella Kristina Ln								1	12/18/2023	1
097 015101102	1762 Bella Kristina Ln								1	12/18/2023	1
097 015101102	1766 Bella Kristina Ln								1	5/22/2023	1
097 015101102	1774 Bella Kristina Ln								1	5/22/2023	1
097 015101102	1782 Bella Kristina Ln								1	5/22/2023	1
097 010200704	2750 Eighth St								1	3/28/2023	1
097 008501802	227 Holmes St								1	6/1/2023	1
097 010201200	2617 Seventh St								1	4/10/2023	1
099 032503200	1777 Cordoba St										0
905 001000403	Triad Dr	Triad East									0
097 013600206	218 Church St								12	8/29/2023	12
098 035602322	557 Olivina Ave										0

EXHIBIT A

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Building Permits								
			7							8	9
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits
			14	0	14	0	39	30	267		364
099 072505300	2352 Gamay CM								1	3/14/2024	1
099 003105000	4828 Zinnia Ct										0
097 007101300	2532 College Ave										0
098 039907700	634 Placer Ct										0
099 033002800	69 Agate Ct										0
099 046203400	3086 Bertolli Drive										0
099B540401400	1435 Fox Creek Ct										0
098A042102200	429 Willow Ct										0
099 130506100	2124 Buckskin Rd										0
099 007704100	2648 Wellingham Dr										0
098 026300200	641 Enos Way										0
099 031402400	297 Wall St										0
099 070013800	2033 Latour Ave										0
098 020700404	2052 Locust St										0
099 068300900	2828 Barouni Ct										0
098A042602001	3856 Princeton Way										0
099A292200200	1423 Joy Ct							1		7/29/2024	1
099 098500302	979 Livermore Ave							1		1/16/2024	1
098 020400300	845 L St							1		5/30/2024	1
098 020400200	857 L St							1		5/30/2024	1
097 003900700	466 N St							1		1/23/2024	1
099 018705200	234 Swan Dr							1		8/28/2024	1
099 131201300	5132 Scenic Ave						1			3/25/2024	1
099 004004000	144 Trevarno Rd							1		8/27/2024	1
099 132900100	630 Alden Ln							1		2/7/2024	1
098 035905500	1260 P St							1		3/12/2024	1
099B810106200	2544 Spyglass Hills Rd							1		4/15/2024	1
098 039406400	1551 Arlington Rd							1		4/29/2024	1
099 097503800	3158 Rodeo Ln							1		4/15/2024	1
097 005801902	760 L St							1		5/1/2024	1

EXHIBIT A

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Building Permits								
			7							8	9
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits
			14	0	14	0	39	30	267		364
098A041604800	3520 Pestana Way							1		3/13/2024	1
097 001300100	223 K St							1		6/26/2024	1
097 013808200	1380 Berlin Wy							1		6/4/2024	1
099 033304900	359 Pearl Dr							1		9/24/2024	1
097 009703100	2349 Chateau Wy							1		9/19/2024	1
099 135001700	1648 Valley of the Moon Pl							1		9/6/2024	1
099A150301900	5549 Carnegie							1		12/4/2024	1
099A290104700	510 Rachelle St							1		10/8/2024	1
99-298-78	2026 Mercury Rd							1		10/18/2024	1
098 030201500	552 James St							1		10/22/2024	1
097 014706800	1882 Heidelberg Dr							1		11/7/2024	1
099 032008000	542 Leona Dr							1		11/7/2024	1
098 038504700	779 Cardinal Dr							1		12/20/2024	1
099 075001500	1148 Arroyo Rd							1		4/22/2024	1
099 030807700	676 Sonoma Ave							1		10/9/2024	1
098 035610301	809 El Rancho Dr							1		12/19/2024	1
903 001400400	Tranquility Circle	Shea Aura Condos									0
903 001004800	Isabel Ave, Portola Ave	Isabel Crossing									0
99B-5300-10	Bear Creek Drive	Garaventa Hills									0
99B-5300-10	Bear Creek Drive	Garaventa Hills									0
various	Arroyo Vista and Las Positas Road	Arroyo Vista									0
99-100-30-8	Portola Ave	Parkview									0
099 132502902	4802 Las Positas Road	Arroyo Vista Row Townhomes							4	10/17/2024	4
											0
											0
											0
											0
											0

EXHIBIT A

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								
			10							11	12
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness
			24	0	0	0	3	42	13		82
905 001000600	Triad Dr	Triad Condos (Triad West)									0
903 001003000	Portola Ave	Shea Portola Ave - Apartments									0
903 001003000	Portola Ave	Shea Portola Ave - Condos									0
099 028301200	1699 SARDONYX RD										0
099 031607300	849 MAYVIEW WY							1		11/20/2024	1
099 030604100	997 DE CAEN CT										0
099 134302200	247 VALLECITOS RD										0
099 133613200	573 SHERIDAN CI										0
099 110203100	4240 GUILFORD AV										0
097 014205900	1162 INNSBRUCK ST							1		4/15/2024	1
097 014807500	1745 STERLING CT										0
098 024000117	450 N LIVERMORE AVE	VINEYARD 2.0	18							4/17/2024	18
097 008103004	1442 THIRD ST										0
099 045102400	1130 LOMITAS AV										0
099 134501600	256 WHITE FANG WY										0
099B810107600	2386 SPYGLASS HILLS RD										0
098 038902700	969 CAYUGA DR										0
099 132901700	531 LAGRANGE LN										0
099B520802900	5593 OAKMONT CI										0
099 029903000	846 SATURN WY										0
098 032000600	617 P ST										0
099 080300903	2602 LUCCA CT										0

EXHIBIT A

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								
			10							11	12
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness
			24	0	0	0	3	42	13		82
098 034906200	1572 ELM ST							1		3/4/2024	1
099 130002000	1908 PARKSIDE CT										0
098 039703700	1172 DELAWARE WY							1		8/12/2024	1
097 007200301	980 ACACIA WY										0
098A042401100	3895 HARVARD WY										0
098 038704800	640 ORIOLE AV										0
097 004900401	581 J ST										0
099 033200800	280 LOUIS CT							1		7/26/2024	1
098A041401802	3428 EAST AV										0
099 045407500	1359 CHELSEA WY										0
099 133805000	4001 CAMROSE AV							1		7/26/2024	1
099 045410301	2633 REGENT RD							1		8/5/2024	1
099 133502000	1548 MURDELL LN										0
099 001502202	2680 WAVERLEY WY										0
098 024000117	456 LIVERMORE AV	VINEYARD 2.0	6							4/17/2024	6
097 015101102	1740 BELLA KRISTINA LN								1	8/13/2024	1
099 134501600	256 WHITE FANG WY										0
098 040906100	2872 KALAPAKI CM								1	1/5/2024	1
098 040906200	2876 KALAPAKI CM								1	1/5/2024	1
098 040906300	2880 KALAPAKI CM								1	1/5/2024	1
097 005401100	636 I St										0
097 008501802	227 Holmes St										0
097 014710500	1893 Helsinki Wy							1		4/11/2024	1
097 015003500	1354 Capri Ct										0

EXHIBIT A

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								
			10							11	12
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness
			24	0	0	0	3	42	13		82
099 004003900	122 Trevarno Rd										0
098 022700106	559 I Street										0
098 022700106	553 I Street										0
099A143909000	5135 Felicia Av										0
099 068300700	2380 Pendolino Ln							1		11/8/2024	1
099 018605400	441 Swallow Ct										0
099 133000500	1979 RHODODENDRON Ct							1		7/2/2024	1
097 014702900	1669 Genoa St							1		10/1/2024	1
098A042402102	3832 East Ave										0
098 023000801	1923 Linden St							1		9/13/2024	1
099 003900700	1532 Heather Ln										0
098 040100400	420 Colusa Wy										0
099 135103100	685 Shadow Mist Ct							1		6/14/2024	1
099 029901300	660 Orion Wy							1		4/23/2024	1
097 008916400	1179 Dublin Av							1		6/20/2024	1
099 080301600	2766 Lucca Ct							1		6/21/2024	1
097 004600201	561 M St							1		6/18/2024	1
099 072515700	2582 Merlot Ln							1		3/7/2024	1
099 017805002	407 Summertree Dr							1		9/24/2024	1
098 021601400	1855 Locust St										0
098 034906100	733 P St										0
099B535405300	6010 Augusta Wy										0
098 029000403	1017 Ventura Av										0
097 006400802	856 G St										0
099B540600400	6476 Scenic Av										0
097 014509000	1820 DeVaca Wy										0
098 029301500	1086 Ventura Av										0
099 098500400	2856 Carmen Ave							1		10/31/2024	1
098 020101203	1641 Pine St										0
097 014003100	1675 Vancouver Wy						1			12/9/2024	1

EXHIBIT A

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								
			10							11	12
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness
			24	0	0	0	3	42	13		82
099 019103600	48 Glacier Pl										0
098A041400804	482 School St							1		9/17/2024	1
099 133802100	3981 Loch Lomand Wy							1		9/3/2024	1
099A292703100	5639 Moreland Way							1		5/17/2024	1
099 019100600	434 Yosemite Dr							1		11/15/2024	1
099 026000603	165 Stanley										0
097 010200200	727 McLeod St							1		6/27/2024	1
099 031307900	888 Laguna St										0
098 025100701	1949 Chestnut St							1		5/14/2024	1
098 025100701	1951 Chestnut St							1		5/14/2024	1
099B520602500	1639 Pinehurst Ct										0
099 030113100	1007 Mocho St							1		6/21/2024	1
097 003900600	486 N St										0
098 022100400	608 N St							1		4/22/2024	1
097 015101102	1752 Bella Kristina Ln								1	10/2/2024	1
097 015101102	1758 Bella Kristina Ln								1	10/8/2024	1
097 015101102	1762 Bella Kristina Ln								1	10/23/2024	1
097 015101102	1766 Bella Kristina Ln								1	2/20/2024	1
097 015101102	1774 Bella Kristina Ln								1	2/13/2024	1
097 015101102	1782 Bella Kristina Ln								1	3/22/2024	1
097 010200704	2750 Eighth St										0
097 008501802	227 Holmes St										0
097 010201200	2617 Seventh St								1	8/20/2024	1
099 032503200	1777 Cordoba St										0
905 001000403	Triad Dr	Triad East									0
097 013600206	218 Church St										0
098 035602322	557 Olivina Ave								1	6/18/2024	1

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								
			10							11	12
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness
			24	0	0	0	3	42	13		82
099 072505300	2352 Gamay CM								1	12/2/2024	1
099 003105000	4828 Zinnia Ct							1		6/12/2024	1
097 007101300	2532 College Ave							1		4/23/2024	1
098 039907700	634 Placer Ct							1		1/3/2024	1
099 033002800	69 Agate Ct							1		3/28/2024	1
099 046203400	3086 Bertolli Drive							1		1/10/2024	1
099B540401400	1435 Fox Creek Ct						1			11/18/2024	1
098A042102200	429 Willow Ct							1		10/31/2024	1
099 130506100	2124 Buckskin Rd						1			12/23/2024	1
099 007704100	2648 Wellingham Dr							1		8/28/2024	1
098 026300200	641 Enos Way							1		7/31/2024	1
099 031402400	297 Wall St							1		6/13/2024	1
099 070013800	2033 Latour Ave							1		12/6/2024	1
098 020700404	2052 Locust St							1		11/22/2024	1
099 068300900	2828 Barouni Ct							1		12/3/2024	1
098A042602001	3856 Princeton Way							1		6/10/2024	1
099A292200200	1423 Joy Ct										0
099 098500302	979 Livermore Ave										0
098 020400300	845 L St										0
098 020400200	857 L St										0
097 003900700	466 N St										0
099 018705200	234 Swan Dr										0
099 131201300	5132 Scenic Ave										0
099 004004000	144 Trevarno Rd										0
099 132900100	630 Alden Ln										0
098 035905500	1260 P St										0
099B810106200	2544 Spyglass Hills Rd										0
098 039406400	1551 Arlington Rd										0
099 097503800	3158 Rodeo Ln										0
097 005801902	760 L St										0

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								
			10							11	12
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness
			24	0	0	0	3	42	13		82
098A041604800	3520 Pestana Way										0
097 001300100	223 K St										0
097 013808200	1380 Berlin Wy										0
099 033304900	359 Pearl Dr										0
097 009703100	2349 Chateau Wy										0
099 135001700	1648 Valley of the Moon Pl										0
099A150301900	5549 Carnegie										0
099A290104700	510 Rachelle St										0
99-298-78	2026 Mercury Rd										0
098 030201500	552 James St										0
097 014706800	1882 Heidelberg Dr										0
099 032008000	542 Leona Dr										0
098 038504700	779 Cardinal Dr										0
099 075001500	1148 Arroyo Rd										0
099 030807700	676 Sonoma Ave										0
098 035610301	809 El Rancho Dr										0
903 001400400	Tranquility Circle	Shea Aura Condos									0
903 001004800	Isabel Ave, Portola Ave	Isabel Crossing									0
99B-5300-10	Bear Creek Drive	Garaventa Hills									0
99B-5300-10	Bear Creek Drive	Garaventa Hills									0
various	Arroyo Vista and Las Positas Road	Arroyo Vista									0
99-100-30-8	Portola Ave	Parkview									0
099 132502902	4802 Las Positas Road	Arroyo Vista Row Townhomes									0
											0
											0
											0
											0
											0

EXHIBIT A

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier				Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus			
			13	14	15	16	17	18	19	20			21	22	23	24
Current APN	Street Address	Project Name*	How many of the units were Extremely Low Income?	Please select the state streamlining provision the project was APPROVED pursuant to. (may select multiple)	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/ Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)
			24							0						
905 001000600	Triad Dr	Triad Condos (Triad West)	0	NONE	Y	Other	INC	These are inclusionary units	55				0.0%		1 Development Standards Modification	No
903 001003000	Portola Ave	Shea Portola Ave - Apartments	0	NONE	Y	Other	INC	These are inclusionary units	55				0.0%		2 Development Standards Modification	No
903 001003000	Portola Ave	Shea Portola Ave - Condos	0	NONE	Y	Other	INC	These are inclusionary units	55				0.0%		2 Development Standards Modification	No
099 028301200	1699 SARDONYX RD		0	NONE	N			ADUs are rented at moderate prices								
099 031607300	849 MAYVIEW WY		0	NONE	N			ADUs are rented at moderate prices								
099 030604100	997 DE CAEN CT		0	NONE	N			ADUs are rented at moderate prices								
099 134302200	247 VALLECITOS RD		0	NONE	N			ADUs are rented at moderate prices								
099 133613200	573 SHERIDAN CI		0	NONE	N			ADUs are rented at moderate prices								
099 110203100	4240 GUILFORD AV		0	NONE	N			ADUs are rented at moderate prices								
097 014205900	1162 INNSBRUCK ST		0	NONE	N			ADUs are rented at moderate prices								
097 014807500	1745 STERLING CT		0	NONE	Y											
098 024000117	450 N LIVERMORE AVE	VINEYARD 2.0	18	NONE	N	LHTF, NPLH	Other									
097 008103004	1442 THIRD ST		0	NONE	N			ADUs are rented at moderate prices								
099 045102400	1130 LOMITAS AV		0	NONE	N			ADUs are rented at moderate prices								
099 134501600	256 WHITE FANG WY		0	NONE	N			ADUs are rented at moderate prices								
099B810107600	2386 SPYGLASS HILLS RD		0	NONE	N			ADUs are rented at moderate prices								
098 038902700	969 CAYUGA DR		0	NONE	N			ADUs are rented at moderate prices								
099 132901700	531 LAGRANGE LN		0	NONE	N			ADUs are rented at moderate prices								
099B520802900	5593 OAKMONT CI		0	NONE	N			ADUs are rented at moderate prices								
099 029903000	846 SATURN WY		0	NONE	N		Other	ADUs are rented at moderate prices								
098 032000600	617 P ST		0	NONE	N			ADUs are rented at moderate prices								
099 080300903	2602 LUCCA CT		0	NONE	N			ADUs are rented at moderate prices								
098 034906200	1572 ELM ST		0	NONE	N			ADUs are rented at moderate prices								
099 130002000	1908 PARKSIDE CT		0	NONE	N			ADUs are rented at moderate prices								
098 039703700	1172 DELAWARE WY		0	NONE	N			ADUs are rented at moderate prices								
097 007200301	980 ACACIA WY		0	NONE	N			ADUs are rented at moderate prices								
098A042401100	3895 HARVARD WY		0	NONE	N			ADUs are rented at moderate prices								
098 038704800	640 ORIOLE AV		0	NONE	N			ADUs are rented at moderate prices								
097 004900401	581 J ST		0	NONE	N			ADUs are rented at moderate prices								
099 033200800	280 LOUIS CT		0	NONE	N			ADUs are rented at moderate prices								
098A041401802	3428 EAST AV		0	NONE	N			ADUs are rented at moderate prices								
099 045407500	1359 CHELSEA WY		0	NONE	N			ADUs are rented at moderate prices								
099 133805000	4001 CAMROSE AV		0	NONE	N			ADUs are rented at moderate prices								
099 045410301	2633 REGENT RD		0	NONE	N			ADUs are rented at moderate prices								
099 133502000	1548 MURDELL LN		0	NONE	N			ADUs are rented at moderate prices								
099 001502202	2680 WAVERLEY WY		0	NONE	N											
098 024000117	456 LIVERMORE AV	VINEYARD 2.0	6	NONE	Y	LHTF, NPLH	Other									
097 015101102	1740 BELLA KRISTINA LN		0	NONE	N											
099 134501600	256 WHITE FANG WY		0	NONE	N			ADUs are rented at moderate prices								
098 040906100	2872 KALAPAKI CM		0	NONE	N											

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier				Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus			
			13	14	15	16	17	18	19	20			21	22	23	24
Current APN	Street Address	Project Name*	How many of the units were Extremely Low Income?	Please select the state streamlining provision the project was APPROVED pursuant to. (may select multiple)	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/ Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)
			24							0						
098 040906200	2876 KALAPAKI CM		0	NONE	N											
098 040906300	2880 KALAPAKI CM		0	NONE	N											
097 005401100	636 I St		0	NONE	N			ADUs are rented at moderate prices								
097 008501802	227 Holmes St		0	NONE	N			ADUs are rented at moderate prices								
097 014710500	1893 Helsinki Wy		0	NONE	N			ADUs are rented at moderate prices								
097 015003500	1354 Capri Ct		0	NONE	N			ADUs are rented at moderate prices								
099 004003900	122 Trevarno Rd		0	NONE	N			ADUs are rented at moderate prices								
098 022700106	559 I Street		0	NONE	N			ADUs are rented at moderate prices								
098 022700106	553 I Street		0	NONE	N			ADUs are rented at moderate prices								
099A143909000	5135 Felicia Av		0	NONE	N			ADUs are rented at moderate prices								
099 068300700	2380 Pendolino Ln		0	NONE	N			ADUs are rented at moderate prices								
099 018605400	441 Swallow Ct		0	NONE	N			ADUs are rented at moderate prices								
099 133000500	1979 RHODODENDRON Ct		0	NONE	N			ADUs are rented at moderate prices								
097 014702900	1669 Genoa St		0	NONE	N			ADUs are rented at moderate prices								
098A042402102	3832 East Ave		0	NONE	N			ADUs are rented at moderate prices								
098 023000801	1923 Linden St		0	NONE	N			ADUs are rented at moderate prices								
099 003900700	1532 Heather Ln		0	NONE	N			ADUs are rented at moderate prices								
098 040100400	420 Colusa Wy		0	NONE	N			ADUs are rented at moderate prices								
099 135103100	685 Shadow Mist Ct		0	NONE	N			ADUs are rented at moderate prices								
099 029901300	660 Orion Wy		0	NONE	N			ADUs are rented at moderate prices								
097 008916400	1179 Dublin Av		0	NONE	N			ADUs are rented at moderate prices								
099 080301600	2766 Lucca Ct		0	NONE	N			ADUs are rented at moderate prices								
097 004600201	561 M St		0	NONE	N			ADUs are rented at moderate prices								
099 072515700	2582 Merlot Ln		0	NONE	N			ADUs are rented at moderate prices								
099 017805002	407 Summertree Dr		0	NONE	N			ADUs are rented at moderate prices								
098 021601400	1855 Locust St		0	NONE	N			ADUs are rented at moderate prices								
098 034906100	733 P St		0	NONE	N			ADUs are rented at moderate prices								
099B535405300	6010 Augusta Wy		0	NONE	N			ADUs are rented at moderate prices								
098 029000403	1017 Ventura Av		0	NONE	N			ADUs are rented at moderate prices								
097 006400802	856 G St		0	NONE	N			ADUs are rented at moderate prices								
099B540600400	6476 Scenic Av		0	NONE	N			ADUs are rented at moderate prices								
097 014509000	1820 DeVaca Wy		0	NONE	N			ADUs are rented at moderate prices								
098 029301500	1086 Ventura Av		0	NONE	N			ADUs are rented at moderate prices								
099 098500400	2856 Carmen Ave		0	NONE	N			ADUs are rented at moderate prices								
098 020101203	1641 Pine St		0	NONE	N			ADUs are rented at moderate prices								
097 014003100	1675 Vancouver Wy		0	NONE	N	Other	Other	JADUs are deed restricted and rented at moderate prices	1000							
099 019103600	48 Glacier Pl		0	NONE	N			ADUs are rented at moderate prices								
098A041400804	482 School St		0	NONE	N			ADUs are rented at moderate prices								
099 133802100	3981 Loch Lomand Wy		0	NONE	N			ADUs are rented at moderate prices								
099A292703100	5639 Moreland Way		0	NONE	N			ADUs are rented at moderate prices								
099 019100600	434 Yosemite Dr		0	NONE	N			ADUs are rented at moderate prices								

EXHIBIT A

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier				Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus			
			13	14	15	16	17	18	19	20			21	22	23	24
Current APN	Street Address	Project Name*	How many of the units were Extremely Low Income?	Please select the state streamlining provision the project was APPROVED pursuant to. (may select multiple)	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/ Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)
			24							0						
099 026000603	165 Stanley		0	NONE	N			ADUs are rented at moderate prices								
097 010200200	727 McLeod St		0	NONE	N			ADUs are rented at moderate prices								
099 031307900	888 Laguna St		0	NONE	N			ADUs are rented at moderate prices								
098 025100701	1949 Chestnut St		0	NONE	N			ADUs are rented at moderate prices								
098 025100701	1951 Chestnut St		0	NONE	N			ADUs are rented at moderate prices								
099B520602500	1639 Pinehurst Ct		0	NONE	N			ADUs are rented at moderate prices								
099 030113100	1007 Mocho St		0	NONE	N			ADUs are rented at moderate prices								
097 003900600	486 N St		0	NONE	N			ADUs are rented at moderate prices								
098 022100400	608 N St		0	NONE	N			ADUs are rented at moderate prices								
097 015101102	1752 Bella Kristina Ln		0	NONE	N											
097 015101102	1758 Bella Kristina Ln		0	NONE	N											
097 015101102	1762 Bella Kristina Ln		0	NONE	N											
097 015101102	1766 Bella Kristina Ln		0	NONE	N											
097 015101102	1774 Bella Kristina Ln		0	NONE	N											
097 015101102	1782 Bella Kristina Ln		0	NONE	N											
097 010200704	2750 Eighth St		0	NONE	N											
097 008501802	227 Holmes St		0	NONE	N											
097 010201200	2617 Seventh St		0	NONE	N											
099 032503200	1777 Cordoba St		0	NONE	Y											
905 001000403	Triad Dr	Triad East	0	NONE	Y	Other	Other									
097 013600206	218 Church St		0	NONE	Y											
098 035602322	557 Olivina Ave		0	NONE	Y											
099 072505300	2352 Garnay CM			NONE	N											
099 003105000	4828 Zinnia Ct		0	NONE	N			ADUs are rented at moderate prices								
097 007101300	2532 College Ave		0	NONE	N			ADUs are rented at moderate prices								
098 039907700	634 Placer Ct		0	NONE	N			ADUs are rented at moderate prices								
099 033002800	69 Agate Ct		0	NONE	N			ADUs are rented at moderate prices								
099 046203400	3086 Bertolli Drive		0	NONE	N			ADUs are rented at moderate prices								
099B540401400	1435 Fox Creek Ct		0	NONE	N	Other	Other	JADUs are deed restricted and rented at moderate prices								
098A042102200	429 Willow Ct		0	NONE	N			ADUs are rented at moderate prices								
099 130506100	2124 Buckskin Rd		0	NONE	N	Other	Other	JADUs are deed restricted and rented at moderate prices								
099 007704100	2648 Wellingham Dr			NONE	N			ADUs are rented at moderate prices								
098 026300200	641 Enos Way			NONE	N			ADUs are rented at moderate prices								
099 031402400	297 Wall St			NONE	N			ADUs are rented at moderate prices								
099 070013800	2033 Latour Ave			NONE	N			ADUs are rented at moderate prices								
098 020700404	2052 Locust St			NONE	N			ADUs are rented at moderate prices								
099 068300900	2828 Barouni Ct			NONE	N			ADUs are rented at moderate prices								
098A042602001	3856 Princeton Way			NONE	N			ADUs are rented at moderate prices								
099A292200200	1423 Joy Ct		0	NONE	N			ADUs are rented at moderate prices								
099 098500302	979 Livermore Ave		0	NONE	N			ADUs are rented at moderate prices								
098 020400300	845 L St		0	NONE	N			ADUs are rented at moderate prices								
098 020400200	857 L St		0	NONE	N			ADUs are rented at moderate prices								
097 003900700	466 N St		0	NONE	N			ADUs are rented at moderate prices								
099 018705200	234 Swan Dr		0	NONE	N			ADUs are rented at moderate prices								
099 131201300	5132 Scenic Ave		0	NONE	N	Other	Other	JADUs are deed restricted and rented at moderate prices								

EXHIBIT A

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier				Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus			
			13	14	15	16	17	18	19	20			21	22	23	24
Current APN	Street Address	Project Name*	How many of the units were Extremely Low Income?	Please select the state streamlining provision the project was APPROVED pursuant to. (may select multiple)	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/ Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)
			24							0						
099 004004000	144 Trevarno Rd		0	NONE	N			ADUs are rented at moderate prices								
099 132900100	630 Alden Ln		0	NONE	N			ADUs are rented at moderate prices								
098 035905500	1260 P St		0	NONE	N			ADUs are rented at moderate prices								
099B810106200	2544 Spyglass Hills Rd		0	NONE	N			ADUs are rented at moderate prices								
098 039406400	1551 Arlington Rd		0	NONE	N			ADUs are rented at moderate prices								
099 097503800	3158 Rodeo Ln		0	NONE	N			ADUs are rented at moderate prices								
097 005801902	760 L St		0	NONE	N			ADUs are rented at moderate prices								
098A041604800	3520 Pestana Way		0	NONE	N			ADUs are rented at moderate prices								
097 001300100	223 K St		0	NONE	N			ADUs are rented at moderate prices								
097 013808200	1380 Berlin Wy		0	NONE	N			ADUs are rented at moderate prices								
099 033304900	359 Pearl Dr		0	NONE	N			ADUs are rented at moderate prices								
097 009703100	2349 Chateau Wy		0	NONE	N			ADUs are rented at moderate prices								
099 135001700	1648 Valley of the Moon Pl		0	NONE	N			ADUs are rented at moderate prices								
099A150301900	5549 Carnegie		0	NONE	N			ADUs are rented at moderate prices								
099A290104700	510 Rachelle St		0	NONE	N			ADUs are rented at moderate prices								
99-298-78	2026 Mercury Rd		0	NONE	N			ADUs are rented at moderate prices								
098 030201500	552 James St		0	NONE	N			ADUs are rented at moderate prices								
097 014706800	1882 Heidelberg Dr		0	NONE	N			ADUs are rented at moderate prices								
099 032008000	542 Leona Dr		0	NONE	N			ADUs are rented at moderate prices								
098 038504700	779 Cardinal Dr		0	NONE	N			ADUs are rented at moderate prices								
099 075001500	1148 Arroyo Rd		0	NONE	N			ADUs are rented at moderate prices								
099 030807700	676 Sonoma Ave		0	NONE	N			ADUs are rented at moderate prices								
098 035610301	809 El Rancho Dr		0	NONE	N			ADUs are rented at moderate prices								
903 001400400	Tranquility Circle	Shea Aura Condos	0	NONE	Y	Other	INC		55				0.0%	5	Development Standards Modification, Other	No
903 001004800	Isabel Ave, Portola Ave	Isabel Crossing	0	NONE	Y	Other	INC, DB		55				0.0%	9	Development Standards Modification	No
99B-5300-10	Bear Creek Drive	Garaventa Hills	0	NONE	N		Other						0.0%	0		
99B-5300-10	Bear Creek Drive	Garaventa Hills	0	NONE	N	Other	INC		55				0.0%	1	Development Standards Modification	No
various	Arroyo Vista and Las Positas Road	Arroyo Vista	0	NONE	Y											
99-100-30-8	Portola Ave	Parkview	0	NONE	Y	Other	INC		55				0.0%	1		
099 132502902	4802 Las Positas Road	Arroyo Vista Row Townhomes	0	NONE	Y											

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

Income Level		1 RHNA Allocation by Income Level	Projection Period Projection Period - 06/30/2022-01/30/2023	2 2023	2024	2025	2026	2027	2028	2029	2030	2031	3 Total Units to Date (all years)	4 Total Remaining RHNA by Income Level
Very Low	Deed Restricted	1,317	-	-	14	-	-	-	-	-	-	-	14	**1,303**
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	758	-	-	14	-	-	-	-	-	-	-	14	**744**
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	696	-	1	39	-	-	-	-	-	-	-	149	**547**
	Non-Deed Restricted		34	45	30	-	-	-	-	-	-	-		
Above Moderate		1,799	21	21	267	-	-	-	-	-	-	-	309	**1,490**
Total RHNA		**4,570**												
Total Units			**55**	**67**	**364**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**486**	**4,084**

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

	5 Extremely low-Income Need		2023	2024	2025	2026	2027	2028	2029	2030	2031	6 Total Units to Date	7 Total Units Remaining
Extremely Low-Income Units*	659		-	-	-	-	-	-	-	-	-	-	**659**

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

VLI Deed Restricted
VLI Non Deed Restricted

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below						612									732		
903 001003603 and 903 001003704	501 Portola Avenue	Isabel Crossing	SUB22-008	7/22/2024		612			No Net Loss	9.15	Isabel Neighborhood Specific Plan	Core residential	60 du/ac	100 du/ac	732	Vacant	Vacant, undeveloped lot

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
D_1_Name	D_2_Objective	D_3_Time	D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation
Program 1.1.1: Residential Sites Inventory A) If a site included in the residential sites inventory is developed with nonresidential uses or with fewer units than identified, verify that the sites inventory maintains sufficient capacity to meet the City's RHNA. If it does not, identify additional sites/units to satisfy the RHNA, that will prevent displacement in low resource areas or facilitate access to moderate and high resource areas.	Maintain adequate sites to meet the City's RHNA	When development of Housing Element sites occurs	Ongoing. Staff closely monitors the Housing Sites Inventory as new residential applications are submitted to ensure adequate capacity is maintained to meet the City's RHNA. The Isabel Crossing project (SUB22-008), located in the Isabel Neighborhood Specific Plan area (approved by City Council on 7/22/2024), resulted in a net loss of lower income units. While the project exceeded the required quantity of affordable units for the Moderate and Above-Moderate income units assumed in the Housing Element Sites Inventory, it did not meet the required 998 Lower-income units assumed in the Sites Inventory. Pursuant to State No Net Loss standards, portions of nearby sites were upzoned (APN 903-10-37-4 and 903-10-36-3) to accommodate the unmet capacity as disclosed in Table C. This resulted in a net surplus of 120 lower income units in the Isabel Neighborhood Specific Plan area. In addition, the Shea Aura project (SUB21-007, approved by City Council on 7/08/2024), also located in the Isabel Neighborhood Specific Plan area, includes four existing parcels, only one of which one is identified in the sites inventory (APN 903-0014-004-00). When looking at this parcel in isolation of others included as part of the project site, the parcel will provide 20 above moderate-income units and 2 moderate income units, which is lower than the assigned 52 above moderate-income unit capacity for this parcel in the sites inventory. However, the project site includes three additional parcels (i.e., APNs 903-0014-005-00, 903-0014-006-00, and 903-0014-007-00) that were not identified in the Housing Element's sites inventory but have residential land use designations at densities ranging 15-40 dwelling units per acre. These parcels would be developed as part of this project with residential uses per their land use designations. Collectively, the entire project, including all four parcels, would yield 164 total units, of which 131 are above moderate income and 33 are moderate-income units. When considering the project site in its entirety, the project would result in a net gain of 79 above moderate-income units and 33 moderate-income units, far exceeding the assigned unit capacity in the sites inventory. Therefore, implementation of the project would immediately offset any loss of housing sites on APN 903-0014-004-00 and positively contribute to the remaining RHNA for the planning period by income category. As such, no sites were required to be rezoned for the Shea Aura project.
Program 1.1.1: Residential Sites Inventory B) Maintain an online map on the City's website of vacant residential acreage to assist developers with identifying land suitable for residential development throughout the city. The map could indicate current zoning and public facilities and services to these sites. The map could also include land suitable for affordable development, based on the allowed density, in moderate and high resource areas to facilitate new opportunities and expanded housing mobility opportunities.	Assist at least 3 interested developers annually to identify suitable land for residential development.	Create map at the time of new Housing Element adoption. Update annually thereafter throughout the planning period.	Complete. Residential site inventory maps were created as part of the Housing Element Update for the 2023-2031 cycle, adopted by City Council on March 13, 2023. To assist developers, the Housing Element and the site inventory maps identify vacant and underutilized sites in the Downtown Specific Plan Area, Arroyo Vista Neighborhood Plan, and Isabel Neighborhood Specific Plan, as well as sites in other areas of the city outside of specific plan areas (refer to Housing Element Appendix A, Figures A-1a through A-1d and A-2 and Table A). Staff closely monitors the Housing Sites Inventory as new residential applications are submitted to ensure adequate capacity is maintained to meet the City's RHNA.
Program 1.1.1: Residential Sites Inventory C) Proactively identify areas to meet future RHNA allocations as part of the comprehensive General Plan Update.	Ensure General Plan and zoning consistency to accommodate development of 1,317 very low-, 758 low-, 696 moderate- and 1,799 above moderate-income housing units.	By 2025 with the adoption of the General Plan Update	Ongoing. The City is preparing a comprehensive General Plan Update that has identified several Focus Areas where land use changes could occur, including those areas that can accommodate development (or redevelopment) of residential uses to help meet RNHA allocations. In addition, several property owner-initiated land use designation change requests outside of the identified Focus Areas are being considered as part of the General Plan Update that could also result in additional residential capacity to help meet RHNA. Adoption of the General Plan Update is anticipated in spring 2026.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
D_1_Name	D_2_Objective	D_3_Time

D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation
Program 1.1.1: Residential Sites Inventory D) Following future amendments to the General Plan's Safety Element, ensure consistency with the Housing Element, including the sites inventory.	n/a	As needed	Ongoing. The Safety Element was updated in 2018 to include a new goal, objectives and policies relating to and supporting the Tri-Valley Hazard Mitigation Plan, which was adopted by City Council on March 11, 2024. The goal, objectives and policies address natural hazard mitigation and protecting people, property and the environment from natural hazards. In addition, the City is preparing a comprehensive General Plan Update which will include updates to the Safety Element. All updates will be reviewed for consistency with the adopted Housing Element.
Program 1.2.1: General Plan and Specific Plans A) Continue to update and amend the General Plan as needed and appropriate to provide a range of housing types (including missing middle housing), densities, and affordability levels.	n/a	As projects are proposed; reviewed annually	Ongoing. As part of the ongoing efforts to update the General Plan, the City approved the preferred land use scenario in June 2024, which will serve as the foundation for the General Plan land use map. This scenario includes proposed land use designation changes aimed at providing a diverse range of housing types and various densities. In conjunction with the General Plan Update, the Development Code Update will revise protocols and procedures in accordance with State Housing Law to streamline and facilitate housing development for a variety of housing types, densities, and income levels. Adoption of the General Plan Update is anticipated in spring 2026. The Housing Chapter of the Development Code is expected to be completed and considered for approval by City Council in late summer 2025.
Program 1.2.1: General Plan and Specific Plans B) Continue to update and amend the Downtown Specific Plan as needed and appropriate to facilitate downtown revitalization, the provision of affordable housing, and mixed-use development to facilitate income integration, housing mobility opportunities and access to transit, resources, and amenities.	Approve or maintain the potential for 37 moderate and 141 lower-income housing units in the DSP area.	As projects are proposed; reviewed annually	Ongoing. The city continues to facilitate the implementation of the Downtown Specific Plan, of which the most recent amendments were adopted by the City Council in 2022. While there were no new residential housing projects applied for in 2024 within the Downtown Specific Plan area, the City remains committed to encouraging mixed-use development, affordable housing initiatives, and downtown revitalization projects.
Program 1.2.1: General Plan and Specific Plans C) Continue to update and amend the Isabel Neighborhood Specific Plan as needed and appropriate to facilitate a complete, income-integrated, transit- oriented community that promotes housing mobility opportunities.	Approve or maintain the potential for 1,570 lower-income and 1,753 above moderate-income units in the INSP area.	As projects are proposed; reviewed annually	Ongoing. In 2024, the City Council approved an amendment to the Isabel Neighborhood Specific Plan to increase the lower income inclusionary requirement for for-sale units in the Specific Plan area to generate more lower Income units in the Specific Plan in the future and help the Inclusionary Ordinance keep better pace with current RHNA requirements. In addition, the City approved entitlements totaling nearly 1,500 multifamily units in the Isabel Neighborhood Specific Plan in 2024, and issued building permits for over 320 multi-family units.
Program 1.2.1: General Plan and Specific Plans D) Continue area planning efforts for the Southfront Priority Development Area (PDA) surrounding the future Southfront Valley Link station. Revise the General Plan designations and zoning accordingly to allow for mixed-income residential transit-oriented development.	Up to 7,500 housing units to facilitate income integration and housing mobility opportunities.	This area is a Focus Area in the General Plan Update, which will be completed by 2025. Complete any subsequent planning efforts by 2030.	Ongoing. As part of the comprehensive General Plan Update, this area has been renamed and is referred to as the Midtown Focus Area. The City Council approved the preferred land use scenario in June 2024, which will serve as the foundation for the General Plan land use map. This scenario includes proposed land use designation changes aimed at providing a diverse range of housing types and various densities in the Midtown Focus Area, which has the highest concentration of housing and mix of housing types and densities of the General Plan Focus Areas. Adoption of the General Plan Update is anticipated in spring 2026.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
D_1_Name	*D_2_Objective*	*D_3_Time*	*D_4_Status*

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation
Program 1.3.1: Development Code Amendments A) Continue to facilitate development of Accessory Dwelling Units (ADUs) by maintaining standards that are consistent with State law. This includes allowing ADUs in all zoning districts where single-family and multifamily residential dwellings are allowed and creating a resource center on the City's website that connects community members to materials and programs like the CalHFA ADU grant program.	325 ADUs during the 6th Cycle Projection Period; encouraging at least half of these to be in neighborhoods dominated by single- family development to promote housing mobility opportunities.	The City will begin a comprehensive Development Code Update in January 2023. Year one of the three-year program includes updates for consistency with State legislation. The City will update the ADU ordinance by December 2023, then every two years as needed to comply with current state law.	Ongoing. The City waives certain development fees for ADUs consistent with State ADU law. In 2024, the City issued new building permits for 31 ADUs and issued certificates of occupancy (completed) for 45 ADUs; the majority of which are located within existing single family neighborhoods. In addition, the City is preparing a Development Code Update, which includes a Housing Chapter to codify protocols and procedures for implementing new State housing laws, including refining guidance to facilitate the development of ADUs. Lastly, in December 2024, staff applied to State Senator Glazer's ADU Accelerator Program to accelerate ADU production through homeowner rebates. Livermore is eligible for approximately $160,000, and staff expects to provide rebates to approximately 27 ADUs before September 2026.
Program 1.3.1: Development Code Amendments B) Monitor ADU construction and affordability levels to determine whether the rate is on track to meet target numbers anticipated in this Housing Element. Implement additional actions, such as additional outreach, resources, or incentives, if targets are not met. See Program 1.4.1.D.	58 ADU building permits between June 30th, 2022, and the end of 2024, with at least 30 in predominantly single-family neighborhoods.	Annually, starting in January 2024 as part of the 2023 Housing Annual Progress Report	Ongoing. In 2024, the City issued new building permits for 31 ADUs and issued certificates of occupancy (completed) for 45 ADUs; the majority of which are located within existing single family neighborhoods.
Program 1.3.1: Development Code Amendments C) Continue to allow mobile and manufactured homes that meet State and City codes, as well as the City's design review requirements, in all residential districts.	40 new mobile or manufactured homes over the next 8 years, encouraging at least 15 in high resource areas.	Ongoing as the City assists applicants at the Permit Center	Ongoing. The City issues permits for several manufactured units each year, typically for Accessory Dwelling Units.
Program 1.3.1: Development Code Amendments D) Establish standards for smaller unit types, such as tiny homes and single room occupancies to meet the housing needs of lower-income households and other populations at risk of displacement.	20 small unit types over the next 8 years, encouraging at least 10 in high resource and single-family housing dominated areas, to prevent displacement and facilitate housing mobility opportunities.	By December 2024 as part of the comprehensive Development Code Update.	Ongoing. The Development Code Update includes policies for expanding opportunities for these housing types including emergency shelters, mobile home ordinance, agricultural employee housing units, and other supportive housing options to address the housing needs of lower-income households and other populations at risk of displacement. The Development Code Update will include a new Housing Chapter to: 1) codify requirements and procedures for implementing new State housing laws; 2) provide Objective Design Standards; and 3) streamline review authority. It is expected to be completed and considered for approval by City Council in late summer 2025.
Program 1.3.1: Development Code Amendments E) Establish standards consistent with Senate Bill 9 to allow ministerial two-unit residential developments and lot splits in single-family zones. The City currently allows development of residential units and lot splits in compliance with Senate Bill 9. The City will encourage homeowners on large lots in predominantly single-family neighborhoods to consider SB 9 as an opportunity to introduce middle-density housing and the associated benefits.	10 units through SB 9 infill development, encouraging construction in large- lot, single-family neighborhoods to promote housing mobility opportunities through increased density.	By December 2023 as part of the comprehensive Development Code Update; Provide informational materials on the City's website on the SB 9 process within 2 months of establishing standards	In progress. Amendments to respond to all updates to new State housing laws, including SB 9, have been drafted as part of the comprehensive Development Code Update Housing Chapter, to be considered for approval by City Council in late summer 2025. In addition, the City established an informational handout to accompany the general application for applicants applying for development and/or lot splits pursuant to SB 9. This informational handout is posted to the City's website and updated as needed in response to changing State law.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
D_1_Name	*D_2_Objective*	*D_3_Time*

D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program 1.3.1: Development Code Amendments F) Establish Objective Design Standards to facilitate streamlined project permitting.	**n/a**	**By December 2023 as part of the comprehensive Development Code Update**	**In progress. The Development Code Update, including Objective Design Standards, is expected to be completed and considered for approval by City Council in late summer 2025.**
Program 1.3.1: Development Code Amendments G) Remove barriers to residential development of small properties. The specifics of these changes will be discussed when the Development Code Update gets underway in 2023 but could include adjustments to fees and requirements for setbacks, open space, parking, etc. As part of this work, the City will consider a more streamlined review process for smaller projects (see Program 1.4.1).	**n/a**	**By December 2023 as part of the comprehensive Development Code Update**	**In progress. The City continues to explore options to remove barriers to the development of small properties as part of the General Plan and Development Code Updates in progress. The Development Code Update is expected to be completed and considered for approval by City Council in late summer 2025.**
Program 1.4.1: Reduce Governmental Constraints A) Identify opportunities to streamline permitting processes, including ministerial approvals and electronic application submittals and review. See also Program 1.3.1.G. The City is currently BETA testing electronic submittal in its Accela software permit tracking system with plans to accept electronic submittals. The new electronic public portal should be ready for electronic submittal of all projects in early 2023.	**n/a**	**Electronic submittal system should be operational by early 2023. Additional opportunities for ministerial approval will be completed by December 2024 as part of the Development Code Update. See also Program 1.3.1.G.**	**In progress. The Development Code Update, including streamlining review authority, is expected to be completed and considered for approval by City Council in late summer 2025. Also in 2024, the City implemented DigEplan software for electronic submittal of residential applications, which has required the digital submittal of project materials to further streamline the review process.**
Program 1.4.1: Reduce Governmental Constraints B) Establish standards to specify SB 35 and SB 330 streamlining approval processes and standards for eligible projects to promote provision of affordable housing.	**n/a**	**By December 2023 as part of the comprehensive Development Code Update.**	**In progress. The Development Code Update includes amendments to codify all updates to State housing laws, including SB 35 and SB 330, as well as includes local procedures for their implementation. Informational handouts will be developed to accompany these applications. In addition, the City's website includes a dedicated page called, "How to Submit an Application" with application materials and detailed instructions, including SB 35 and SB 330). The development Code Update is expected to be completed and considered for approval by City Council in late summer 2025**

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
D_1_Name	*D_2_Objective*	*D_3_Time*

D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation
Program 1.4.1: Reduce Governmental Constraints C) Monitor development fees to ensure they are reasonable and do not unduly constrain development while protecting the quality, health, and public safety of the community. Analyze the design review fee and all other fees required for multifamily development and reduce them if found to be a constraint. This would include adjusting fees for smaller unit types like ADUs/JADUs, tiny homes, and other missing middle housing. The analysis process will include meeting with multifamily developers/applicants to get their input regarding constraints associated with fees.	**n/a**	**Following completion of the General Plan Update and year two of the Livermore Development Code Update in December 2024, the Community Development Department will engage the community and stakeholders and conduct a comprehensive development impact and entitlement fee update by September 2025. Specific steps for the first analysis and update during the planning period are outlined below. As part of this process, the City will examine development fees as they relate to housing to ensure they are not a barrier to new housing. • The General Plan update process explores and evaluates different land use patterns and types. • The land use evaluation will identify necessary infrastructure needs: transportation improvements, water, sewer, stormwater, parks, schools, and library services, etc. • As part of General Plan implementation, the City will identify total costs to construct new and upgrade existing systems. • Following adoption, the City will conduct fee studies to determine new infrastructure costs per land uses type necessary to cover costs over the 20-year time horizon of the General Plan, 2045. Timeline: • Meet with developers/applicants by December 2024. • Complete analysis of the design review fee and other multifamily fees by June 2025. The analysis will include a nexus study conducted by an outside consultant. • City Council review and adoption by September 2025. This timeline makes sense for Livermore because the City is comprehensively updating its General Plan, which is anticipated to be adopted in 2024/2025. Subsequently, the City will do the analysis and development fee update described above to reflect the new General Plan land use map and corresponding infrastructure needs.**	**Ongoing. The City continues to use various practices to offset potential negative effects of development impact fees on housing development and cost. The City updated its development fees in 2024 to reflect cost of living changes, in accordance with local ordinance. In addition, the comprehensive General Plan explores the different land use scenarios and will evaluate infrastructure needs to facilitate further economic analysis. The General Plan Update is anticipated to be completed and considered by the City Council by spring 2026.**
Program 1.4.1: Reduce Governmental Constraints D) Continue to encourage the development of accessory dwelling units by waiving certain development impact fees. Promote the availability of these incentives in high resource areas to expand housing mobility opportunities for lower-income households.	**Promote the development of 325 ADUs over the planning period, targeting at least 10 percent of those in high resource areas. (See Program 1.3.1.A)**	**Ongoing; add information on incentives to the City's website by December 2023, updating as needed, and mailing information to homeowners in high resource areas in January 2024 and every other year thereafter.**	**Ongoing. The City waives certain development fees for ADUs consistent with State ADU law. In 2024, the City issued new building permits for 31 ADUs and issued certificates of occupancy (completed) for 45 ADUs; the majority of which are located within existing single family neighborhoods. In addition, the City is preparing a Development Code Update, which includes a Housing Chapter to codify protocols and procedures for implementing new State housing laws, including refining guidance to facilitate the development of ADUs.**

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
D_1_Name	*D_2_Objective*	*D_3_Time*	*D_4_Status*

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program 1.4.1: Reduce Governmental Constraints E) Create user-friendly, accessible, and multi-lingual information guides about standards and review processes for residential projects (ADUs, SB 9 projects, SB 35 and SB 330 streamlining, etc.) to improve housing mobility. Make this information available on the City's website, at the Permit Center, and in local gathering places in areas of need such as the Rincon Branch library.	**n/a**	**Make guides available on the City's website by December 2023. Update on an ongoing basis as needed.**	**Ongoing. Informational handouts for streamlining ADUs and SB9 are available on the City's website to help assist applicants during the application process. The City is developing additional informational guidance for SB 35 and SB 330 and will continue to update the materials as necessary to comply with State housing laws. In addition, the City's website includes a dedicated page called, "How to Submit an Application" with application materials and detailed instructions, including SB 35 and SB330).**
Program 1.4.1: Reduce Governmental Constraints F) Improve internal systems for collecting, tracking, and analyzing housing project data to better understand housing development trends in Livermore and streamline annual State reporting requirements.	**n/a**	**By December 2024**	**Ongoing. The City continues to use Accela permit tracking software to record and monitor development applications. In addition, in 2024, the City implemented DigEplan software for electronic submittal of residential applications, which has required the digital submittal of project materials and further streamline the review process.**
Program 1.5.1: Universal Design A) Update the City's residential design guidelines and standards to encourage "visitability" and universal design features in new homes and accessory dwelling units.	**10 universal design housing units to facilitate accessibility for persons with disabilities and seniors; encouraging at least 5 of these units to be located near transit stations and services**	**Update the City's Design Standards and Guidelines after completion of the General Plan Update and Development Code Update in December 2025.**	**In progress. The Development Code Update, including Objective Design Standards, is expected to be completed and considered for approval by City Council in late summer 2025.**
Program 1.5.1: Universal Design B) Expand consumer awareness by providing information on universal design features at the City's Permit Center and develop resource information for the City's Permit Center website.	**n/a**	**Make information available on the City's website by December 2024.**	**Ongoing. The City has not yet developed Livermore-specific resources on universal design features, but provides information and guidance upon request at the Permit Center.**
Program 1.5.1: Universal Design C) Continue to implement Building Code accessibility requirements that apply to projects that incorporate universal design features to promote integrated housing accessible to seniors and persons with disabilities.	**See Program 1.5.1A**	**Ongoing as the City assists applicants at the Permit Center and through plan checks.**	**Ongoing. The City has not yet developed Livermore-specific resources on universal design features, but provides information and guidance upon request at the Permit Center.**

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
D_1_Name	*D_2_Objective*	*D_3_Time*

D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program 1.5.2: Licensed Community Residential Care Facilities A) Consistent with State law, continue to allow Residential Care Facilities serving 6 or fewer persons in all residential districts as a means of providing housing for special needs groups. Update the Development Code to allow this size of facility in additional zoning districts where required by State law	**n/a**	**By December 2023 as part of the comprehensive Development Code Update.**	**In progress. The Livermore Development Code continues to allow licensed community residential care facilities in the residential zoning districts.**
Program 1.5.2: Licensed Community Residential Care Facilities B) To affirmatively promote more inclusive communities, the City will update the Development Code requirements for Residential Care Facilities serving 7 or more persons to permit them as a residential use subject to the same standards that apply to other residential uses of the same type in the same zone.	**n/a**	**By December 2023 as part of the comprehensive Development Code Update.**	**In progress. The City intends to update the requirements for Residential Care Facilities, as necessary, upon completion of the Development Code Update.**
Program 1.5.3: Special Housing Needs A) Work with housing providers to ensure that special housing needs are addressed to reduce displacement risk for large families, female-headed households, college students, and single-parent households with children, through a combination of regulatory incentives, zoning standards, affordable housing programs described in Goal 3, rehabilitation and neighborhood improvement efforts described in Goal 4, and supportive services programs. The City will also continue to encourage the production of units with three or more bedrooms for large families in moderate- and high-resource areas to facilitate housing mobility opportunities for lower- income households and households with special needs.	**Support the creation or rehabilitation of at least 100 units of housing for people and families with special housing needs over the planning period through development agreements with Eden Housing and the Livermore Housing Authority to develop projects such as Downtown Livermore Apartments.**	**Ongoing and evaluate opportunities annually including meeting with housing providers.**	**Ongoing. In 2024, the City supported programs that expand the supply of housing units for families with special housing needs through partnerships with Eden Housing and Livermore Housing Authority on projects such as Downtown Livermore Apartments, and the Family Homeless Challenge Program at Leahy Square Apartments which will serve families with children in 3-Bedroom units. The Downtown Livermore Apartments is currently in the financing stage. The City also negotiated with the developer of Isabel Crossing to include 3-Bedroom units in the affordable rental housing component of that project. The City has also provided anti-displacement support through partnerships with Centro Legal for eviction moratorium trainings, and workshops. The City has partnered with ECHO Housing to provide fair housing and tenant protection services to Livermore residents.**

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
D_1_Name	*D_2_Objective*	*D_3_Time*	*D_4_Status*

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program 1.5.3: Special Housing Needs B) Work with housing providers to ensure that special housing needs are addressed to reduce displacement risk for persons with physical, behavioral, and developmental disabilities through a combination of regulatory incentives, zoning standards, affordable housing programs described in Goal 3, rehabilitation and neighborhood improvement efforts described in Goal 4, and supportive services programs. The City will also continue to encourage the production of units with special adaptations for people with disabilities, per California Title 24 standards.	Support the creation or rehabilitation of at least 20 units of permanent supportive housing for people with disabilities over the planning period on sites throughout the City by providing funding.	Ongoing and evaluate opportunities annually including meeting with housing providers.	Ongoing. The City partnered with Tri-Valley Reach to purchase a 3-bedroom BMR townhouse for extremely low-income individuals with disabilities in Livermore. The units are permanent supportive housing that allows the residents to live independently in their communities. In 2024, the City provided financial support for expansion of the townhouse unit with a fourth bedroom to house an additional tenant.
Program 1.5.3: Special Housing Needs C) Work with housing providers to ensure that special housing needs are addressed to reduce displacement risk for seniors through regulatory incentives, zoning standards, affordable housing programs described in Goal 3, rehabilitation and neighborhood improvement efforts described in Goal 4, and supportive services programs. The City will also continue to encourage the production of senior housing, including assisted living facilities and application of universal design standards in new housing units.	Support the creation or rehabilitation of at least 100 units of housing for seniors over the planning period through development agreements with Satellite Affordable Housing Associates and Interfaith Housing for projects such as Pacific Avenue Senior Apartments.	Ongoing and evaluate opportunities annually.	Ongoing. In 2024, the City continuously supported grants and programs that expand the supply of housing units for seniors, such as the Senior Support Program of the Tri-Valley and Community Resources for Independent Living (CRIL), and encourage seniors and disabled persons to age in place and to facilitate independent living. in addition, the Pacific Avenue Senior Apartments Phase 1 project, which will provide 78 units for seniors, was approved for tax credit financing in 2024. Development loan documents will be presented to City Council in early 2025 with anticipated commencement of construction of Phase 1 for 2025. The full project scope, including Phase 1 and Phase 2 is 140 senior units.
Program 1.5.3: Special Housing Needs D) Support “aging in place” through community design, partnering with organizations that provide support services, and encouraging accessibility improvements to rental housing.	Support the creation of at least 15 accessible rental units through production of new units that meet ADA guidelines or modification of existing units that do not currently meet ADA guidelines	Ongoing and evaluate opportunities annually.	Ongoing. The City continuously seeks partnerships with non profit services agencies to identify opportunities to make housing units for seniors and persons with disabilities more accessible such as the Senior Support Program of the Tri-Valley and Community Resources for Independent Living (CRIL), and encourage seniors and disabled persons to age in place and to facilitate independent living.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
D_1_Name	*D_2_Objective*	*D_3_Time*

D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program 1.5.3: Special Housing Needs E) Work with housing providers to ensure that special housing needs are addressed to reduce displacement risk for extremely low-income unhoused individuals and families through a combination of regulatory incentives, zoning standards, affordable housing production and preservation programs described in Goal 3, and supportive services programs. The City will also continue to encourage the production of smaller units to address the shortage of affordable units for single adults experiencing homelessness, including single-room occupancy units in areas accessible to support services and transit opportunities.	**See Program 1.3.1. D Support the creation of at least 30 new units of permanent supportive housing for people experiencing homelessness over the planning period through funding agreements with developers like Housing Consortium of the East Bay for projects such as Vineyard 2.0 and supportive shared housing expansion.**	**Ongoing and evaluate opportunities annually.**	**Ongoing. In January 2024, the Vineyard project opened its doors to 24 extremely and very low-income, formerly homeless households in need of permanent supportive housing. The project also offers a food pantry, and a homeless shelter that will operate 7 days a week in winter conditions. The homeless Shelter will be staffed with the Housing Navigator, which will assist people at risk or experiencing homelessness. The units are a combination of studios and one-bedroom units.**
Program 1.5.3: Special Housing Needs F) Increase the supply of housing affordable to farmworkers, many of whom are lower income. Review the Development Code for compliance with the state Employee Housing Act (Health & Safety Code Sections 17021.5, 17021.6, and 17021.8). If needed to comply with the Act, make amendments to allow housing for 6 persons or less in residential zones in the same way residential structures are allowed (Section 17021.5). Also, if needed, allow for employee housing of no more than 12 units or 36 beds as an agricultural use, and permit in the same manner as other agricultural uses in the same zone (Section 17021.6). Finally, make amendments if needed to address the requirements of Section 17021.8 which requires ministerial approval of certain farmworker housing projects that meet the criteria in that section.	**Facilitate construction of farmworker housing through development code amendments (see Program 1.3.1).**	**By 2024**	**In progress. The City will ensure compliance with the State Employee Housing Act upon completion of the comprehensive Development Code Update.**

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
D_1_Name	*D_2_Objective*	*D_3_Time*	*D_4_Status*

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation
Program 1.5.3: Special Housing Needs G) Incorporate the needs of farmworkers and their families into City affordable housing programs. The City may also support providers of farmworker housing in accessing state and federal funds.	Prepare a brief on farmworker housing solutions that is developed with direct input from farmworkers, community organizations like La Familia, and employers like Wente Vineyards and implement brief recommendations by December 2026. The brief will also identify opportunities in the South Livermore Valley Specific Plan and other rural residential and agricultural areas.	By December 2026	To be implemented before the end of the 2026 program period.
Program 1.5.3: Special Housing Needs H) Require affordable housing developers to partner with trusted community partners to coordinate outreach about affordable housing opportunities and to assist farmworkers and their families in applying for affordable housing.	Adopt affordable rental development guidelines that include outreach requirements for farmworkers.	Within 1 year of Housing Element adoption	Ongoing, The City is developing affordable rental standards and requirements which will include farmworker outreach. Implementation of the adopted guidelines is expected in 2025.
Program 1.5.3: Special Housing Needs I) Conduct targeted and multilingual outreach strategies described in Program 3.3.1 for groups with special housing needs to increase access to City housing programs	See Program 3.3.1	Ongoing; conduct outreach at least every other year, beginning in 2024	Ongoing. The City is developing affordable rental standards and requirements, which include accessible and multilingual outreach strategies. Implementation of the adopted and revised guidelines is expected in 2025.
Program 1.5.3: Special Housing Needs J) Update the City's findings for Reasonable Accommodation to remove the following findings: 1) Whether there are alternatives to the requested waiver or exception that could provide similar benefits to the applicant with less potential detriment to surrounding owners and occupants or to the general public and 2) Physical attributes of the property and structures to ensure the findings are objective and consistent with fair housing laws.	n/a	Update the Reasonable Accommodation findings in the City's Development Code by 2024.	Ongoing. The Livermore Development Code outlines procedures to address reasonable accommodation (Chapter 9.06). These procedures will be incorporated into the Housing Chapter as part of the Development Code Update.
Program 2.1.1: Monitor Infrastructure Needs A) Continue to analyze infrastructure needs and capacity to balance residential growth with the provision of adequate infrastructure and services.	n/a	As part of the General Plan Update, anticipated to be completed in December 2025, then every three years	Ongoing. The comprehensive update to the General Plan and its associated Environmental Impact Report will evaluate infrastructure needs based on the preferred land use scenario (approved by City Council in June 2024). In addition, the 2023-2028 CIP includes public infrastructure projects necessary to support the General Plan, Specific Plans, and Neighborhood Plan areas.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
D_1_Name	*D_2_Objective*	*D_3_Time*	*D_4_Status*

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program 2.1.1: Monitor Infrastructure Needs B) Review infrastructure needs to support intensified development on infill sites within city limits and in the Downtown area; program improvements and upgrades into the City's CIP.	**n/a**	**Bi-annually, as part of CIP updates**	**Ongoing. The City annually reviews and amends its CIP as needed to accommodate upgrades to support intensified development. The 2023-2028 CIP includes Downtown revitalization projects such as the Livermore Village Parking Garage, Flagpole Plaza and Downtown Streetscape Improvements, Downtown Sidewalk and Miscellaneous ADA Improvements, Downtown Landscape Rehabilitation, and Veterans Park.**
Program 2.1.1: Monitor Infrastructure Needs C) Work with the City's water and sewer providers to ensure the availability and adequate capacity of water and wastewater systems to accommodate the housing needs during the planning period.	**n/a**	**As part of the General Plan Update, anticipated to be completed in December 2025, and ongoing as projects are proposed**	**Ongoing. The City's 2023-2028 CIP includes improvements/upgrades to water and wastewater systems. The City continues to work with Cal Water Service Company during the review of projects within their service area.**
Program 2.1.1: Monitor Infrastructure Needs D) Provide a copy of the Housing Element and any future amendments to the utility providers immediately after adoption.	**n/a**	**After adoption of the Housing Element and as needed**	**Completed for the 2023-2031 Housing Element. In addition, the Housing Element is available on the City's website at: https://www.livermoreca.gov/departments/community-development/planning/housing-element. No updates to the Housing Element have occurred**
Program 2.1.2: Support Mixed-Use, Transit-Oriented, and Equitable Development A) Promote lot consolidation to increase opportunities for mixed-use development.	**n/a**	**Ongoing as the City assists applicants at the Permit Center, and as part of the Development Code Update**	**Ongoing. The City continues to explore funding sources to assist with lot consolidation and increase opportunities for mixed use development in, especially in the General Plan Focus Areas.**
Program 2.1.2: Support Mixed-Use, Transit-Oriented, and Equitable Development B) Continue to require minimum residential densities in areas designated for transit- oriented, mixed-use development to ensure higher density in these areas and promote mixed-income neighborhoods. The City is already implementing trail connections as shown in the City's adopted Active Transportation Plan and frontage sidewalk and mobility curb cuts as a condition of approval on development projects. The City is planning to build some key trail connections as a city CIP project (e.g. Arroyo Road trail, Arroyo Las Positas Trail). Finally, the City is midway through an intensive public outreach process to design and implement improvements to the East Avenue corridor to improve safety and usability for pedestrians and bicyclists.	**n/a**	**Ongoing as projects are reviewed. New residential zones adjacent to transit will be identified as part of the General Plan Update and Development Code Update, anticipated to be completed in December 2025**	**Ongoing. There are minimum residential densities in the Downtown area to support higher density housing in this mixed use, transit-oriented neighborhood. The City also adopted the Isabel Neighborhood Specific Plan to guide development around the proposed Valley Link station. The Plan calls for a mix of higher density housing types to take advantage of regional transit access and support Housing Element goals. In addition, as part of the General Plan Update, the Midtown Focus Area, identified as a Development Area in regional planning document, has the highest concentration of housing and mix of housing types and densities of the General Plan Focus Areas. The existing Vasco ACE Station is in the southeastern portion of the Focus Area near the existing Brisa Neighborhood. In addition, a planned Valley Link station area is proposed within this Focus Area located within the I-580 median approximately midway between the First Street Interchange and Vasco Road Interchange. Any future development in the Midtown Focus area would be required to meet the minimum residential densities.**

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
D_1_Name	*D_2_Objective*	*D_3_Time*

D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program 2.1.2: Support Mixed-Use, Transit-Oriented, and Equitable Development C) Continue to use existing density incentives and develop additional incentives to promote mixed-use and more intense residential development near transit to facilitate income integration.	**n/a**	**Ongoing; identify additional incentives by December 2025 as part of the Development Code Update, advertise to the development community by May 2027 and annually thereafter**	**Ongoing. The City continues to explore opportunities for promoting high density residential development. For example, the City adopted the Isabel Neighborhood Specific Plan (INSP), which established a goal for 25 percent of the approximately 4,095 new housing units to be offered at affordable prices/rents, with a project-level minimum of 15 percent. The INSP provides flexible development standards and parking requirements, allows for master planning across adjacent blocks, and facilitates environmental streamlining, as incentives to encourage mixed-use, transit-oriented development. In the INSP in 2024, the City permitted 328 units and entitled an additional 1494 units within 0.25 miles of the planned Valley Link Transit Station.**
Program 2.1.2: Support Mixed-Use, Transit-Oriented, and Equitable Development D) Update existing community benefit and/or other land value recapture strategies such as the Human Services Facility Fee to increase proximity to services and other opportunities throughout the city to improve place- based strategies toward community revitalization	**Update at least one community benefit strategy within 5 years of Housing Element adoption.**	**Within 5 years of Housing Element adoption**	**Ongoing. In 2024, the City identified and worked with a consultant on a Nexus study to update the Human Services Facility Impact Fee. This development impact fee supports the construction of new community care facilities that address the expanding need for community services that comes with new residential development.**
Program 3.1.1: Inclusionary Housing Ordinance A) Continue to implement the inclusionary housing ordinance and continue to require developers to identify the location of inclusionary units. Work to approve inclusionary units in moderate- and high-resource areas to facilitate housing mobility opportunities for lower- and moderate-income households and encourage partnerships between supportive housing providers and developers to implement inclusionary housing requirements.	**Produce at least 100 affordable units for low- and moderate- income households through the inclusionary housing ordinance, encouraging at least half of these units to be integrated into low-density and single-family dominated neighborhoods, or in high**	**Commence immediately and engage developers as new projects are submitted at least annually**	**Ongoing. In 2024, the City executed a Low-Income Housing Agreement with DeNova Homes for one residential project, known as Triad East (Amarone), securing 34 for-sale affordable units for median and moderate-income buyers in the future. The City also negotiated and entered into a Development Agreement with the developer of the Isabel Crossing project which will provide 1,299 new residential units, with 28%, or 363 units being restricted as affordable at very low to moderate income levels.**
Program 3.1.1: Inclusionary Housing Ordinance B) Implement accessible and multilingual communication and outreach strategies for potential tenants and owners of inclusionary units.	**Adopt policies and procedures with inclusive outreach and marketing standards.**	**Within 1 year of Housing Element Adoption**	**Ongoing. The City is developing affordable rental standards and requirements which will include accessible and multilingual outreach strategies and will update existing affordable homeownership guidelines. Implementation of the adopted and revised guidelines is expected in 2025.**

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)

D_1_Name D_2_Objective D_3_Time D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation
Program 3.1.2: Density Bonuses and Incentives A) Continue to ensure new residential projects are consistent with current State Density Bonus regulations and continue to encourage the use of both the State Density Bonus Program and the City's density incentives for affordable and senior housing. In addition, update the local density bonus regulations as needed during the planning period for consistency with State Density Bonus law. The City reviews Density Bonus applications in compliance with state law even if an update to the local ordinance is pending.	125 lower income units, encouraging at least 50 in high resource areas to facilitate housing mobility, and 30 in low resource areas to reduce potential for displacement.	Ongoing as projects are reviewed. Update local density bonus regulations by December 2023 as part of the Development Code Update. Continue to update local density bonus regulations within 1 year of substantive updates to State Density Bonus Law throughout the planning period so in the fall after the governor's signature deadline starting in Fall 2023.	Ongoing. The City updated Chapter 6.02.030 of the Livermore Development Code to be consistent with State Density Bonus regulations in December 2020. The City reviews requests for Density Bonuses during the development review process. In addition, the Development Code Update will include a new Housing Chapter to codify requirements and procedures for implementing new State housing laws, including State Density Bonus Law. The Housing Chapter of the Development Code Update is expected to be completed and considered for approval by City Council in late summer 2025.
Program 3.2.1: Affordable Housing Fund A) Continue to administer the Low-Income Housing Impact and In-Lieu fees and use the Affordable Housing Fund to provide affordable and permanent supportive housing opportunities for extremely, very, and low income households and people with special housing needs, encouraging the use of these programs for projects in high resource areas, or in areas which reduce potential for displacement of residents in their existing neighborhoods.	Provide funding to at least three affordable housing projects that create homes for lower income households (20 percent to 80 percent of Area Median Income) and people with special housing needs in moderate or high resource areas.	Biannually through budget process	Ongoing. In 2024, the City supported the successful financing of the first 79 unit phase of Pacific Avenue Senior Apartments. This project successfully secured tax credit and HUD 202 financing in 2024 and will begin construction in 2025.
Program 3.2.1: Affordable Housing Fund B) Pursue additional funding sources and opportunities to leverage existing funding to increase resources for affordable housing programs.	Apply to an average of 1 funding source annually to support affordable housing programs	Ongoing. Submit applications for funding annually.	Ongoing. The City applied for Permanent Local Housing Allocation (PLHA) funding from the State Housing and Community Development (HCD) in June 2024. In December 2024, the City was awarded $1,068,089 for 2019-2022 funds and executed a Standard Agreement with the State to support projects focused on addressing homelessness, rapid rehousing, shelter operations, and housing navigation. Additionally, in February 2024, the City applied for the second round of the Family Homelessness Challenge Grant from CA HCD and was awarded an additional $289,770, bringing the total funding to $890,000. These funds will support the Leahy Square project, which aims to assist homeless or at-risk families within the Livermore Valley Unified School District.
Program 3.2.1: Affordable Housing Fund C) Continue waiving applicable fees and provide funding to offset development fee costs for affordable units, prioritizing those that provide the greatest level of affordability and serve special needs households, to facilitate new affordable housing opportunities in moderate and high resource areas.	Waive fees or provide funding for the creation of 50 affordable units that create homes for lower income households and people with special housing needs in moderate or high resource areas.	By 2031	Ongoing. Eligible projects anticipated in 2025.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
D_1_Name	*D_2_Objective*	*D_3_Time*	*D_4_Status*

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program 3.2.2: Support Acquisition and Development of New Sites for Affordable Housing A) In an effort to facilitate new affordable housing opportunities, utilize a variety of methods to increase the inventory of properties for future development of affordable and permanent supportive housing, including land dedication and acquisition of properties for conversion or construction of affordable units in opportunity-rich locations near transit, services, and key amenities.	**Support a nonprofit partner's acquisition of at least one new affordable housing site during the planning period**	**Ongoing**	**Ongoing. In 2024, the City continued to provide funding and supported programs that expand the supply of housing units for individuals with disabilities through partnerships with Tri-Valley REACH. Tri-Valley REACH acquired a townhouse property using a loan from the City's HOME funds, and expanded the unit to a 4-bedroom for shared, supportive housing for extremely low-income persons with disabilities, using a loan from the City's PLHA funding.**
Program 3.2.2: Support Acquisition and Development of New Sites for Affordable Housing B) Continue to provide financial resources to nonprofit organizations like Housing Consortium of the East Bay (HCEB) and Bay Area Community Services to increase the existing affordable housing stock through market rate conversions and adaptive reuse, prioritizing units that both prevent displacement in low resource areas and facilitate access to moderate and high resource areas.	**Support the acquisition and conversion of at least one market rate property to affordable housing within 2 years of Housing Element adoption.**	**Ongoing; coordination with nonprofit development partners to identify potential properties and facilitate development. Target one property within two years of Housing Element adoption**	**Ongoing. The City continues to coordinate with non-profit developers to try and identify market rate opportunities for conversion to affordable housing.**
Program 3.2.2: Support Acquisition and Development of New Sites for Affordable Housing C) Evaluate and support alternative financing models to assist the acquisition or development of affordable middle- income housing, potentially in partnership with regional agencies.	**As opportunities arise**	**Ongoing**	**Ongoing. The City continues to coordinate with affordable housing developers to identify market rate opportunities for conversion to affordable housing.**

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
D_1_Name	D_2_Objective	D_3_Time

D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation
Program 3.2.2: Support Acquisition and Development of New Sites for Affordable Housing D) Develop affordable housing on City- owned sites in opportunity-rich locations in compliance with the Surplus Land Act. Development support for housing on City- owned sites shall include site preparation (e.g. environmental testing and community outreach), project funding via affordable housing loans, and land dedication. Projects on City-owned sites will provide housing affordable to persons and families of low- or moderate-income, at least 80% of the area of each property will be used for development of housing, and at least 40% of the housing units developed on each property will be affordable to households whose income is not greater than 60% area median income, of which at least one-half will be affordable to households of very low- income (50% AMI). Affordable housing developers for all City-owned sites will be selected through a competitive process that complies with the Surplus Land Act.	Support development of affordable housing on at least three City- owned sites, including Pacific Avenue, North M Street, and 2047 First Street.	Declare three City- owned sites exempt surplus land under Government Code Section 54221(f)(1)(A) by Spring 2023 and enter into agreements with nonprofit developers for all three sites by 2025. Prepare North M Street and 2047 First Street for development and select a nonprofit developer by 2024. Issue building permits by 2028 if all necessary financing is secured.	Ongoing. Pacific Avenue Senior Housing is anticipated to commence construction in 2025. Staff will work to identify a developer for North M St. and 2047 First St. by the end of 2026.
Program 3.2.3: Partner with Affordable Housing and Service Providers A) Coordinate and foster partnerships with nonprofit housing developers, community-based organizations, the Livermore Housing Authority, school district, and applicable federal, state, and regional agencies to facilitate the development of quality affordable and permanent supportive housing through projects such as the Leahy Square Supportive Housing program.	Launch the Leahy Square Supportive Services Program within 1 year of Housing Element adoption and create 12 units of supportive bridge housing for unhoused students and their families	Ongoing; as projects are proposed and opportunities arise.* Meet quarterly with the Livermore Housing Authority, school district, and nonprofit providers	Ongoing. The Family Homelessness Challenge Grant program, assisting homeless or at-risk of homelessness families of Livermore Unified School District is in the second year of the first grant funding cycle. In 2024 the City applied and received an award for the FHC-2 grant cycle to continue with the ICMS, job trainings, and emergency rental assistance. Eight families are residing in Leahy Square and are participating in Intensive Case Management Services with LifeSteps. The City holds quarterly meetings with the LHA, school district, and non-profit providers on an ongoing basis to develop the continue the program and expand services provided to the unhoused families.
Program 3.2.3: Partner with Affordable Housing and Service Providers B) Continue to allow developers of affordable units to pay applicable development impact fees over time or delay payment until occupancy to help meet affordable housing targets.	n/a	Ongoing; as projects are proposed	Ongoing. As project applications are submitted, the City continues to encourage developers to meet inclusionary requirements and explore opportunities for affordable development incentives for very low and low income units.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)

D_1_Name D_2_Objective D_3_Time D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation
Program 3.2.3: Partner with Affordable Housing and Service Providers C) Continue to meet regularly with developers to discuss incentive opportunities and provide technical assistance to promote affordable housing opportunities to prevent displacement in low resource areas and facilitate access to moderate and high resource areas	Target assistance and incentive efforts to accommodate RHNA of up to 1,317 very low- and 758 low-income units.	Ongoing and evaluate opportunities annually; reach out to developers by June 2024 then annually thereafter.	Ongoing. In 2024, City staff met with several developers to discuss Inclusionary requirements and affordable development incentives for very low and low income units.
Program 3.2.3: Partner with Affordable Housing and Service Providers D) Support efforts to redevelop and create additional extremely low- and very low- income affordable units at existing affordable housing sites, such as Leahy Square, Vandenburgh Villa, Arbor Vista, Arroyo Mocho, as well as through producing accessory dwelling units at supportive shared housing sites such as Crane Avenue and others described in Section 2.4.	Facilitate production through funding and technical assistance of additional units on at least two existing affordable housing sites	2023-2030	Ongoing. In 2024, the City worked with the Livermore Housing Authority to review feasibility studies and basic site capacity studies for the expansion of Leahy Square. This future project could add 50-100 units to the former public housing site.
Program 3.3.1:Public Outreach A) Implement multilingual communication and outreach strategies for City-funded affordable housing developments	Incorporate multilingual outreach standards into the City's guidelines for affordable rental projects	By December 2023	Ongoing. The City is working to develop rental guidelines and standards for developers to conduct multi-lingual outreach with various distribution avenues and anti-displacement policies. In 2024, the City reached out to small local businesses, larger employers, and School districts and increased affordable housing program participation and awareness. The City has also partnered with community providers such as Centro Legal to provide anti-displacement communications in Spanish, Simplified Chinese, Mandarin, and Tagalog.
Program 3.3.1:Public Outreach B) Provide translation services for Spanish, and other languages such as Farsi, Mandarin, and Cantonese as needed, at all public meetings and ensure all public materials are translated and made available	n/a	By December 2023	Ongoing. The City has contracted with translation vendors to provide verbal and written translation in many languages, including Spanish, Simplified Chinese, Farsi and Tagalog. American sign language translators are also available upon request..
Program 3.3.1:Public Outreach C) Participate in efforts to design a regional application system and housing search tools	Requirements for developers to list affordable units in a regional application system once the system is launched.	As regional opportunities arise and reach out to Alameda County and Bay Area Housing Finance Authority at least once a year	Ongoing. The City coordinates monthly with Alameda County and its other constituent cities to discuss regional housing issues, including the expansion of a centralized affordable housing application system.
Program 3.3.1:Public Outreach D) Affirmatively market affordable housing opportunities to members of protected classes outside of Livermore.	Adopt affordable rental development guidelines that include outreach requirements for protected classes outside of Livermore.	By December 2023	Ongoing, The City is developing affordable rental standards and requirements which will include outreach strategies that extend to protected classes outside Livermore. Implementation of the guidelines is expected in 2025.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
D_1_Name	D_2_Objective	D_3_Time	D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation
Program 3.4.1: Support for Low and Moderate Income Homeowners A) To facilitate housing mobility opportunities, continue to provide mortgage assistance for down payment, closing costs, and secondary financing to low- and moderate-income first-time homebuyers.	Continue to provide First-Time Homebuyer Down Payment Assistance to an average of three low and moderate-income households annually.	Ongoing; make assistance information available on the City's website and in printed materials at City buildings by December 2023.	Ongoing. Materials (English and Spanish) are posted on the City's website and distributed at City libraries, City Hall and the Multi-Service Center, local businesses, and Chamber of Commerce. The City conducted 4 workshops in 2024 for the First-time Homebuyers, including Homebuyer Downpayment Assistance consultations and reviews of applications. The City continues to provide information that educates the community about the available programs and consistently maintains a housing hotline that provides necessary responses to the community.
Program 3.4.1: Support for Low and Moderate Income Homeowners B) To facilitate housing mobility opportunities, continue to target persons with disabilities, non-English speakers, affordable rental housing tenants, immigrants, and low-income households for participation in homeownership programs. Distribute materials at service centers or community gathering places for target populations.	Execute at least two targeted outreach methods when marketing available BMR homeownership units.	Translate program information to Spanish by December 2023. Distribute materials annually.	Ongoing. Program information is distributed via quarterly newsletters, social media posts, e-blasts to City housing interest list subscribers, provide Spanish translated materials to the local businesses and multi-family developments with predominantly non-English speaking clientele/residents. Materials are also distributed to LVJUSD teachers, local businesses and Chamber of Commerce. Two outreach workshops/events were conducted targeting lower-income and predominantly non-English speaking (Spanish) residents in the City. The printed brochures and other supported information was also distributed between three library branches. Outreach activities included farmer's markets, cultural events and festivals.
Program 3.4.1: Support for Low and Moderate Income Homeowners C) To facilitate housing mobility opportunities, align documentation and eligibility requirements with County programs, including the use of individual taxpayer identification numbers.	Update program requirements to remove access barriers.	By 2024	Ongoing. The City will update existing affordable homeownership guidelines to better align with other funder requirements that remove access barriers. Implementation of the revised guidelines is expected in 2025.
Program 3.4.1: Support for Low and Moderate Income Homeowners D) Continue to promote and provide information about the program on the City's website, newsletter, through email distribution, local advertising, and with brochures and handouts at the City's permit center counter, libraries, and community events.	Disseminate resources at least one community event annually	Ongoing on the City's website, as the City assists residents at the Permit Center, and at annual City events	Ongoing. Program information is distributed via quarterly newsletters, social media posts, e-blasts to City housing interest list subscribers, and flyers distributed throughout the City's multi-family complexes. Provided Spanish translated materials to the local businesses and multi-family developments with predominantly non-English speaking clientele/residents. Materials are also distributed to LVJUSD teachers, local businesses and Chamber of Commerce. Two outreach workshops/events were conducted targeting lower-income and predominantly non-English speaking (Spanish) residents in the City. The printed brochures and other supported information was also distributed between three library branches. Outreach activities included farmer's markets, cultural events and festivals.
Program 3.4.1: Support for Low and Moderate Income Homeowners E) Work with community-based organizations and institutions to provide homebuyer education, financial counseling, and foreclosure prevention.	60 low- and moderate income households receive homebuyer support services over the course of the planning period	Ongoing	Ongoing. The City funds non-profit housing education and advocacy organizations, such as ECHO Housing and Centro Legal, to conduct fair housing education, auditing, consultations, financial education, first-time homebuyer education, and tenant protection counseling. In FY 2024, ECHO conducted 16 workshops including fair housing, homebuyer education, and tenant protection programs in person and online. There were 570 flyers distributed in 2024.
Program 3.4.1: Support for Low and Moderate Income Homeowners F) Pursue funding for programs that help participants of affordable rental programs access homeownership opportunities.	Submit or support a community partner's submission of at least one funding application	By 2024	Ongoing. In 2024, the City supported the Livermore Housing Authority's (LHA) selection by the Department of Housing and Urban Development (HUD) to participate in a Move to Work demonstration and continued conversations with LHA to better coordinate affordable City homeownership programs with HUD's Family Self Sufficiency program to promote resident access to opportunities.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
D_1_Name	D_2_Objective	D_3_Time	D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation
Program 3.4.2: Rental Assistance and Tenant Support Services A) Pursue additional funding to maintain and/or increase the amount of rental housing available through the Housing Choice Voucher (Section 8) Program and enhance support for other rental assistance programs	Support at least eight funding requests or advocacy efforts to increase the number of vouchers in Livermore.	Annually	Ongoing. City worked with the Livermore Housing Authority and non-profit developers to apply Project Based Vouchers on City-sponsored affordable housing projects.
Program 3.4.2: Rental Assistance and Tenant Support Services B) Partner with the Livermore Housing Authority (LHA) to increase promotion of the Housing Choice Voucher program to the development community, property owners, homeowners with accessory dwelling units, and possible participants; support partners that provide outreach to landlords about voucher programs with the aim of increasing housing opportunities for recipients of rental assistance. Prioritize promotion in high resource areas.	Engage at least 50 landlords of properties in high resource areas.	Biennially	Ongoing. The City continues to coordinate with the Livermore Housing Authority on opportunities to promote HUD's Section 8 Program with the development community. The City will work with LHA and other non-profits providing rental assistance programs to support landlord engagement in 2025.
Program 3.4.2: Rental Assistance and Tenant Support Services C) To facilitate housing mobility opportunities, work with trusted community partners to provide linguistically and digitally accessible and culturally relevant rental housing search assistance to lower-income households and groups with special housing needs through service contracts and programming offered at the Vineyard Housing Resource Center.	Provide assistance to at least 50 lower□income households annually to identify housing opportunities	Launch Vineyard Housing Resource Center within 1 year of housing adoption and support ongoing operations	Ongoing. The Vineyard Resource Center opened January 2024 and offers wrap-around, supportive services to the community. In addition to on-site services, Open Heart Kitchen has partnered with the following agencies to offer a resource hub to the community: Axis Community Health to assist in health care enrollment, Bay Area Community Health - Street Health Team for medical referrals and general care from a nurse practitioner, City Serve of the Tri-Valley for case management services, Housing Consortium of the East Bay for Housing Navigation services, Partners for Change offering financial planning and resources, Swords to Plowshare offering supportive services for veterans, Tri-Valley Career Center offering job fairs and employment assistance; and Tri-Valley Haven offering supportive services for victims of domestic violence. In addition to the Vineyard Resource Center, The City's Multi-Service Center offers an abundance of resources to the vulnerable populations in the community. The flowing agencies are available at the MSC: Abode Services provides housing placement for chronically homeless and individuals with special needs, Axis Community Health medical offices offer direct connection to a range of services, Community Association for Preschool Education offers Head Start early childcare and mental health services, City Serve of the Tri-Valley unhoused and senior residents, Community Resources for Independent Living offers advocacy and resources to people with disabilities, and East Bay Innovations provides employment support to individuals with disabilities.
Program 3.4.2: Rental Assistance and Tenant Support Services D) Provide support for low-income renters, including multilingual tenant counseling, rental assistance, financial counseling, crisis stabilization services, and legal support to reduce displacement risk	Provide assistance to at least 10 lower□income renters annually	Ongoing	Ongoing. City Serve of the Tri-Valley and Tri-Valley Haven offer rental assistance to homeless individuals and families and those at-risk of homelessness. These agencies have provided over 150 residents with application, deposit, and/or rental assistance. City Serve of the Tri-Valley offers crisis stabilization and street outreach, making contact with over 380 individuals.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
D_1_Name	*D_2_Objective*	*D_3_Time*

D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation
Program 3.4.3: Homelessness Intervention A) Update the Development Code to reduce barriers to transitional housing, supportive housing, low-barrier navigation centers, and emergency shelters consistent with State law (e.g., SB 2, AB 101).	n/a	By December 2023 as part of the Development Code Update	In progress. The Development Code Update includes policies for reducing barriers and expanding opportunities for emergency shelters, transitional housing, and other supportive housing options to address the housing needs of lower-income households and other populations at risk of displacement. The Development Code Update will include a new Housing Chapter to: 1) codify requirements and procedures for implementing new State housing laws, including SB 2 and AB 101; 2) provide Objective Design Standards; 3) Streamline review authority. It is expected to be completed and considered for approval by City Council in late summer 2025.
Program 3.4.3: Homelessness Intervention B) Proactively connect unhoused individuals to resources through support of outreach, housing navigation, behavioral health and supportive services programs. Continue the City Serve, biohazard cleanup, and emergency shelter, and laundry and shower services programs.	Assistance to at least 50 unhoused individuals annually.	Launch the Vineyard low barrier navigation center by 2025 and support ongoing operations	Ongoing. Vineyard Resource Center opened in January and provided the following services in 2024: Community Meals: 110,435 meals provided for 1,091 individuals; Laundry: 2,962 loads of laundry for 329 individuals; Showers: 6,335 showers for 434 individuals; Open Heart Refuge: 6,775 shelter stays for 172 unhoused individuals; Bus Passes: 1,153 for 186 individuals. City Serve of the Tri-Valley offered case management and supportive services to 2,741 Livermore residents. Block By Block provided 424 general homeless referrals to connect people to case management and shelter services.
Program 3.4.3: Homelessness Intervention C) Facilitate coordination between the faith□based community and nonprofit providers of homeless services in the development and ongoing operations of solutions such as tiny home villages, safe parking, and outreach programs.	Support at least one project or program annually for persons experiencing homelessness.	Ongoing; reach out to organizations at least twice during the planning period to facilitate meetings or other forms of coordination as needed.	Ongoing. Housing and Human Services Staff began a Homeless Roundtable Group inviting local non-profits and faith-based organizations to collaborate and prioritize areas of need. The group has met quarterly this year and created four smaller working groups for the following focus areas: Universal/Guaranteed Basic Income, Substance Use Disorder and Behavioral Health Services, Collaboration and Outreach, and Alternative, Affordable Housing. Within the working groups we have increased awareness of non-profit services, shared with the community exciting accomplishments and stats for City-funded projects, created a project plan for a UBI pilot program, supported non-profits in grant submissions for opioid grant programs and researched additional resources for tiny home expansion projects. The Roundtable looks forward to meeting to discuss 2025 goals and create new working groups.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
D_1_Name	*D_2_Objective*	*D_3_Time*	*D_4_Status*

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program 3.5.1: Preservation of Subsidized Housing at Risk of Conversion to Market Rate **A) As of 2022, 90 units are at risk of conversion to market-rate housing by 2033. The City will monitor the list of all dwellings that are subsidized by government funding or low-income housing developed through local regulations or incentives. The list will include, at least, the number of units, the type of government program, and the date on which the units are at risk to convert to market-rate dwellings. The City will work to reduce the potential conversion of any units to market rate through the following actions:** **a. Monitor the status of affordable projects, rental projects, and mobile homes in Livermore. Should the property owners indicate the desire to convert properties, provide technical and financial assistance, when possible, to ensure long-term affordability.** **b. If conversion of units is likely, work with local service providers as appropriate to seek funding to subsidize the at-risk units in a way that mirrors the U.S. Department of Housing and Urban Development (HUD) Housing Choice Voucher (Section 8) program. Funding sources may include state or local funding sources.** **c. Negotiate extensions of City financing and affordability restrictions for all three at risk properties as described in Section 2.8.**	**Monitor the 90 at-risk units as detailed in the program.**	**Ongoing communication with owners, service providers, and eligible potential purchasers; work with owners of deed-restricted units on an ongoing basis—particularly at the time of change of ownership.**	**Ongoing. The City continues to monitor the at-risk units list. In 2024, none of these units were converted.**

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
D_1_Name	D_2_Objective	D_3_Time	D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Program 3.5.1: Preservation of Subsidized Housing at Risk of Conversion to Market Rate B) Pursuant to State law (Government Code Sections 65853.10, 65863.11, and 65863.13), owners of deed-restricted affordable projects are required to provide notice of restrictions that are expiring to all prospective tenants, existing tenants, and the City within 3 years, 12 months, and 6 months before the scheduled expiration of rental restrictions. In addition, the City or owner will provide notice to HUD, the California Department of Housing and Community Development (HCD), the Livermore Housing Authority, and the local legal aid organization. Owners shall also refer tenants of at-risk units to educational resources regarding: a. Tenant rights b. Conversion procedures c. Information regarding Section 8 rent subsidies d. Any other affordable housing opportunities in the city. e. In addition, notice shall be required prior to conversion of any units to market rate for any additional deed restricted lower-income units that were constructed with the aid of government funding, that were required by inclusionary zoning requirements, that were part of a project granted a density bonus, or that were part of a project that received other incentives.	Monitor the 90 at-risk units as detailed in the program.	Ongoing communication with owners, service providers, and eligible potential purchasers; work with owners of deed-restricted units on an ongoing basis—particularly at the time of change of ownership.	Ongoing. The City continues to monitor the at-risk units list.
Program 3.5.1: Preservation of Subsidized Housing at Risk of Conversion to Market Rate C) If a development is offered for sale, HCD must certify persons or entities that are eligible to purchase the development and to receive notice of the pending sale. Placement on the eligibility list will be based on experience with affordable housing	Monitor the 90 at-risk units as detailed in the program.	Ongoing communication with owners, service providers, and eligible potential purchasers; work with owners of deed-restricted units on an ongoing basis—particularly at the time of change of ownership.	Ongoing. The City continues to monitor the at-risk units list.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)

D_1_Name D_2_Objective D_3_Time D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Program 3.5.1: Preservation of Subsidized Housing at Risk of Conversion to Market Rate D) When necessary, the City shall continue to work with property owners of deed restricted affordable units who need to sell within 45 years of initial sale. When the seller is unable to sell to an eligible buyer within a specified time period, equity sharing provisions are established (pursuant to the affordable housing agreement for the property), whereby the difference between the affordable and market value is paid to the City to eliminate any incentive to sell the converted unit at market rate. Funds generated would then be used to develop additional affordable housing in the city. The City shall continue tracking all residential projects that include affordable housing to ensure that the affordability is maintained for at least 45 years for owner-occupied units and 55 years for rental units, and that any sale or change of ownership of these affordable units prior to satisfying the 45- or 55-year restriction shall be "rolled over" for another 45 or 55 years to protect "at-risk"" units.	Monitor the 90 at-risk units as detailed in the program.	Ongoing communication with owners, service providers, and eligible potential purchasers; work with owners of deed-restricted units on an ongoing basis—particularly at the time of change of ownership.	Ongoing. The City continues to monitor the at-risk units list.
Program 3.5.1: Preservation of Subsidized Housing at Risk of Conversion to Market Rate E) Communicate with tenants and respond to notices of intent filed by property owners in a timely manner.	n/a	Ongoing, as needed	Ongoing. The City continues to monitor the at-risk units list.
Program 3.5.1: Preservation of Subsidized Housing at Risk of Conversion to Market Rate F) Pursue funding for the preservation of at risk housing and provide financial incentives to landlords who agree to continue to provide affordable units	Preservation of 90 units at risk of conversion to market rate	Ongoing	Ongoing. The City continues to monitor the at-risk units list.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
D_1_Name	*D_2_Objective*	*D_3_Time*

D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program 3.5.2: Housing Replacement Program A) In accordance with California Government Code Section 65583.2(g), the City will require replacement housing units subject to the requirements of California Government Code Section 65915(c)(3) on sites identified in the sites inventory when any new development (residential, mixed-use, or nonresidential) occurs on a site that has been occupied by or restricted for the use of lower income households at any time during the previous five years. This requirement applies to nonvacant sites and vacant sites with previous residential uses that have been vacated or demolished.	**n/a**	**Ongoing, as applications on identified sites are received and processed.**	**Ongoing. In 2024, the City did not receive any development applications proposing a project on a site that has been occupied by or restricted for the use of lower income households at any time during the previous five years. The City will continue to monitor this requirement as development applications are received.**
Program 4.1.1: Residential Development Codes and Design Standards A) Continue to enforce State Energy Code and California Green Building Standards Code (CALGreen) regulations for energy efficiency, water conservation, environmental quality, etc., in residential development applications	**n/a**	**Ongoing as projects are reviewed**	**Ongoing. Compliance with State Energy Code and CALGreen regulations is a requirement all residential building applications and is reviewed by the Building Division as applications are processed. Building Division staff are available to meet with project applicants to discuss green building measures over the counter at the Permit Center, or by appointment.**
Program 4.1.1: Residential Development Codes and Design Standards B) Encourage developers to exceed the minimum State Energy Code and CALGreen requirements by maintaining information on the City's website and providing assistance at the Permit Center.	**n/a**	**Update the website with new 2022 CALGreen requirements by March 2023, then ongoing as the City assists applicants in the Permit Center**	**Complete and Ongoing. The City of Livermore adopted amendments to the 2022 CALGreen code that were effective January 1, 2023 (LMC Chapter 15.26 - Green Building Standards Code). Building Division staff are available to meet with project applicants to discuss green building measures over the counter at the Permit Center, or by appointment.**
Program 4.1.1: Residential Development Codes and Design Standards C) Develop cost-effective local energy reach codes for all-electric buildings and electric vehicle charging for new housing, consistent with the City's Climate Action Plan. Establish exceptions for projects such as accessory dwelling units, affordable housing, and non-profit organizations serving low-income and underserved communities.	**n/a**	**By December 2023**	**Ongoing. The City requires most new buildings in Livermore to be constructed all-electric and to install more EV chargers than required by the State code. The standards do not apply to remodels or additions to existing buildings. The City's all-electric and EV charging codes are part of its Climate Action Plan efforts.**

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
D_1_Name	D_2_Objective	D_3_Time	D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program 4.1.1: Residential Development Codes and Design Standards D) Require new developments to incorporate onsite drought tolerant landscaping, water conservation features, open space, park space, and/or shade-providing features to reduce urban heat effects, reduce water-use, and help sequester carbon. Consider establishing exceptions for projects such as accessory dwelling units, affordable housing, and non-profit organizations serving low-income and underserved communities.	n/a	Ongoing as projects are reviewed. Study and evaluate opportunities for new standards by December 2026. Update relevant codes by December 2027.	Ongoing. The City will continue to explore opportunities to create new design standards as they relate to landscaping and water conservation features. In addition, the City ensures all development applications are consistent with the landscaping requirements set forth in the Citywide Design Standards and Guidelines.
Program 4.1.2: Residential Retrofits A) Partner with regional stakeholders, such as East Bay Community Energy (EBCE) and BayREN, to offer incentives for energy efficiency, electrification, weatherization, energy storage, and resilience retrofits in existing housing, consistent with the Climate Action Plan. Focus efforts in low-income and vulnerable communities with a geographic emphasis on the Rincon neighborhood and other neighborhoods north of Downtown as well as supportive shared housing and licensed care facilities described in Section 2.4.	100 retrofitted housing units during the planning period.	Meet with partner organizations quarterly	Ongoing. The City launched the Livermore Resilient Hub, an online resource center that provides information about incentives and rebates available to residents to implement sustainability and resilience retrofits. The City also promoted resources on social media and e-newsletters, and participated in monthly meetings with regional partners to stay informed of existing and future resources.
Program 4.1.2: Residential Retrofits B) Provide information in multiple languages on the City's website on safe and healthy housing conditions and tools to address unhealthy housing conditions. Share information about available incentives, regulations, contractors, and considerations. Focus efforts in Springtown, neighborhoods north of Downtown, and supportive shared housing and licensed care facilities described in Section 2.4 to facilitate place-based revitalization and reduce displacement risk.	n/a	By December 2024	Ongoing. Refer to response to Program 4.1.2.
Program 4.1.3: Neighborhood Preservation Program A) Continue to implement the City's Neighborhood Preservation Program to correct building code violations. Focus efforts on defects that threaten health and safety of occupants and the community.	Target assistance to at least 10 units annually	Ongoing; update information about the program on the City's website annually, or as needed, and distribute information through City newsletters, social media, and other platforms annually.	Complete and Ongoing. In 2024, Neighborhood Preservation responded to over 800 violations and resolved over 90% of all cases involving graffiti, abandoned shopping carts, overgrown vegetation, illegal dumping, and illegal structures.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
D_1_Name	*D_2_Objective*	*D_3_Time*

D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program 4.1.3: Neighborhood Preservation Program B) Pursue funding to provide low-income homeowners and renters with financial assistance to correct building code violations and make accessibility improvements. Coordinate these efforts with the Climate Action Plan retrofit efforts (Program 4.1.2.A) to maximize resources and benefit, including prioritization of investments in neighborhoods north of Downtown like Rincon.	**See Program 4.1.2.A**	**Ongoing; apply for funding at least annually as available.**	**Ongoing. The City launched the Livermore Resilient Hub, an online resource center that provides information about incentives and rebates available to residents to implement sustainability and resilience retrofits. Additionally, the City completed a new Vulnerability Analysis as part of the General Plan Update, which will support future applications for funding to implement retrofit programs in low-income and vulnerable communities.**
Program 4.1.3: Neighborhood Preservation Program C) Monitor multifamily complexes that have received City funding for housing quality, resident services, customer service, and linguistic and physical accessibility	**Conduct annual monitoring assessments**	**Ongoing**	**Ongoing. The City continues to monitor property regulatory agreements annually.**
Program 4.1.3: Neighborhood Preservation Program D) Continue to promote Neighborhood Preservation programs and cleanup events through the City's website to support community-oriented place□based revitalization	**See Program 4.1.3.A**	**Ongoing**	**Ongoing. The City's website contains information on upcoming events related to neighborhood nuisance and cleanup, including clutter support groups.**
Program 4.1.3: Neighborhood Preservation Program E) Use volunteer assistance cleanup teams, specifically to assist frail elderly and disabled homeowners who have received code complaints for property upkeep.	**n/a**	**Ongoing; coordinate volunteer cleanups annually, or as needed**	**Ongoing. The City's website contains information on upcoming events related to neighborhood nuisance and cleanup, including clutter support groups.**
Program 4.2.1:Neighborhood Improvement A) Improve the quality of older neighborhoods, particularly in low□resource areas, affordable housing developments, and neighborhoods north of Downtown, by upgrading sidewalks, parks, lighting, tree canopy, bike lanes, and other public facilities.	**At least 8 infrastructure investments in high need communities, such as rehabilitation of Doolan Park, the installation of electric car chargers at Rincon Library, or bike lines along Rincon Avenue, during the Planning period.**	**Biennially as part of the capital improvement planning process**	**Ongoing. The City's CIP includes ongoing/annual improvements for street resurfacing, sidewalk repair, and ADA access ramps.**
Program 4.2.1:Neighborhood Improvement B) Pursue funding available for acquisition and rehabilitation of foreclosed, vacant, and/or blighted properties.	**See Program 3.2.4**	**Annually**	**Ongoing. The City continues to work with non-profit housing agencies to identify prospective acquisition and rehabilitation opportunities that could rehabilitate blighted and distressed properties within the City and provide safe, clean and affordable rental housing opportunities.**

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
D_1_Name	D_2_Objective	D_3_Time

D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation
Program 4.2.1:Neighborhood Improvement C) Pursue funding to acquire land and/or facilitate development of urban parks on infill sites, particularly in low-resource areas and affordable housing developments, to promote place-based revitalization through air pollution mitigation and improved access to outdoor recreational opportunities.	Provide at least one-third acre of parkland or open space within one mile of all residences.	Meet annually with LARPD	Ongoing. The City continues to coordinate with regional partners and developers regarding funding for parkland and open space in low resource areas.
Program 4.2.1:Neighborhood Improvement D) Continue to identify funding and provide technical assistance to upgrade and enhance programming and community and recreational spaces in rental housing properties owned and managed by the Livermore Housing Authority (LHA).	Support at least three service or infrastructure enhancements at Leahy Square, Bluebell, Chestnut, or Las Posadas apartments over the planning period.	Ongoing	Ongoing. The City continues to seek opportunities to enhance programming and community and recreational spaces in rental housing properties owned and managed by the Livermore Housing Authority (LHA).
Program 5.1.1: Support Nonprofit Organizations Specializing in Fair Housing Services A) Provide financial assistance and administrative support to local nonprofit organizations that specialize in reducing discriminatory housing practices through fair housing counseling, tenant/landlord mediation, education, outreach, and rental assistance to reduce displacement risk resulting from discrimination and facilitate housing mobility opportunities.	Assist at least 20 households annually through the programs offered by fair housing providers.	Annually through grants and contracts	Ongoing. The City provides annual financial assistance and operating support to ECHO Housing, to assist residents with fair housing complaints, tenant landlord disputes, accessing housing and fair housing education. The City also contracts annually with Centro Legal de la Raza to provide legal services and conduct public outreach regarding tenant rights. In 2024, Centro Legal assisted 48 Livermore residents. Centro conducts monthly educational workshops for tenants at risk of displacement and legal proceedings.
Program 5.1.1: Support Nonprofit Organizations Specializing in Fair Housing Services B) Continue to refer complaints of discriminatory housing practices to fair housing providers.	Provide references to at least 3 residents experiencing fair housing issues, or as complaints are received.	Ongoing	Ongoing. The City provides annual financial assistance and operating support to ECHO Housing, to assist residents with fair housing complaints, tenant landlord disputes, accessing housing and fair housing education. Each quarter 2024 ECHO Housing provides on average 30+ fair housing counseling sessions to unduplicated clients. They also provided investigations for specific cases of complaints and regional Fair housing trainings and workshops for both tenants and landlords. In 2024, ECHO provided housing counseling sessions to 176 unduplicated clients.
Program 5.1.1: Support Nonprofit Organizations Specializing in Fair Housing Services C) Refer complaints and requests for housing for the disabled to partner organizations.	Provide references to at least 3 residents, or as complaints are received.	Ongoing	Ongoing. The City maintains a list of partner organizations on the website and provides referrals as inquiries are received from the public. In 2024, the City provided referrals to 10 disabled individuals or their families.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
D_1_Name	*D_2_Objective*	*D_3_Time*

D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation
Program 5.1.1: Support Nonprofit Organizations Specializing in Fair Housing Services D) Distribute fair housing brochures at public locations, such as city counters, public libraries, community/senior centers, and service providers. Expand outreach and access to information for limited English□speaking residents by providing all materials in dominant non-English languages, including Spanish, Farsi, and Simplified Chinese, by January 2023.	Update and distribute fair housing materials at least annually, and disburse materials at at least one community event annually with an emphasis on areas with a high number of renters.	Annually	Ongoing. Fair Housing materials were distributed through the City's contract with ECHO Housing, at the Permit Counter in the City Hall, and throughout regional training events. Over 200 flyers were distributed every quarter of the year, and on-site consultations are provided in English, and Spanish. The Fair Housing information is available in Simplified Chinese, Spanish, Mandarin, and Tagalog. ECHO also conducts monthly fair housing workshops. In 2024, ECHO provided consultations to 176 unduplicated individuals.
Program 5.1.1: Support Nonprofit Organizations Specializing in Fair Housing Services E) Provide financial support for fair housing audits and the dissemination of audit results and information on fair housing laws to landlords, rental housing organizations, and the public. Hold biannual trainings for landlords and property managers to review findings and provide education on fair housing rights and responsibilities to reduce displacement risk resulting from discrimination and facilitate housing mobility opportunities.	Engage at least 30 landlords and property owners every 2 years with an emphasis on high resource areas. Support annual audits of 10 or more landlords. Conduct fair housing testing and/or advertising audits annually.	Annually, through annual grants and contracts	Ongoing. The City contracted with ECHO Housing to complete fair housing property audits in Livermore and investigate fair housing cases. Every month ECHO conducts a regional fair housing training inviting property managers and landlords in Livermore to learn about fair housing laws. These trainings are open to tenants as well. ECHO also conducts an annual systemic audit of at least 10 landlords for possible discrimination. ECHO's Fair Housing staff continues to monitor sites like Craigslist for advertising violations and provide education and/or testing on these sites.
Program 5.1.2: Reasonable Accomodations A) Consistent with state and federal laws, continue to provide individuals with disabilities reasonable accommodation in rules, policies, practices, and procedures through the building permit and development review processes.	n/a	Ongoing	Ongoing. The Livermore Development Code outlines procedures to address reasonable accommodation (Chapter 9.06). The Development Code Update will include address reasonable accommodations in the new Housing Chapter, on track to be completed and approved by City Council by summer 2025.
Program 5.1.2: Reasonable Accomodations B) Continue to partner with fair housing organizations to conduct trainings, test, and audits that help ensure reasonable accommodations are provided conduct in multifamily rental properties. Provide regular training to landlords.	See Program 5.1.1	Ongoing	Ongoing. As described in Program 5.1.1, the City partners with ECHO to conduct a fair housing audit of 10 rental properties each year. ECHO provided the landlords of these properties with training and information regarding disability laws and tenant/landlord rights and responsibilities. In addition, ECHO offered free fair housing training to the owners and managers of rental properties in Livermore.
Program 5.1.2: Reasonable Accomodations C) Work with Livermore Housing Authority and partner organizations to identify landlords in need of assistance with making modifications for persons with disabilities in the Section 8 program.	n/a	Meet with the Housing Authority within 2 years of Housing Element adoption; identify landlords biannually, as feasible	Ongoing. Targeted for 2025/2026 implementation.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
D_1_Name	*D_2_Objective*	*D_3_Time*

D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program 5.2.1: Fair Housing Policies and Programs A) Conduct racial equity impact assessments of City policies for potential unintended fair housing impacts on people of color and work with stakeholders to address those impacts	**Racial equity assessments of at least three City housing policies.**	**Within 3 years of Housing Element adoption**	**Ongoing. Targeted for 2025/2026 implementation.**
Program 5.2.1: Fair Housing Policies and Programs B) Strengthen requirements for City-funded affordable housing and service providers to offer linguistically accessible services, particularly in Spanish, to increase housing mobility opportunities through increased accessibility	**Incorporate language access requirements into at least five Housing and Human Services grant agreement or service contracts.**	**Within 3 years of Housing Element adoption**	**Complete. Language access requirements have been integrated into the contracts for BMR Administrator, Centro Legal de la Raza, and ECHO. Both the Family Homeless Challenge Grant and the Permanent Local Housing Allocation grants include an ICMS (Intensive Care Services Management) component that provides Spanish and other translation services, as well as ESL education and linguistic support for participating families.**
Program 5.2.1: Fair Housing Policies and Programs C) To facilitate housing mobility opportunities, pursue funding for culturally relevant financial empowerment services to help community members with protected characteristics remove economic barriers to accessing housing like credit scores and income documentation	**Submit at least one funding application to support the program.**	**Within 2 years of Housing Element adoption**	**Ongoing. Targeted for 2025/2026 implementation.**
Program 5.2.1: Fair Housing Policies and Programs D) Present new policies to City Council that prevent displacement for low- and moderate-income community members and protect families with children, essential workers, seniors, and people with disabilities, such as an anti□harassment ordinance, just cause eviction ordinance, Ellis Act protections, or a tenant opportunity to purchase policy	**Present at least one tenant protection ordinance to City Council to consider for adoption.**	**Within 3 years of Housing Element adoption**	**Ongoing. Targeted for 2025/2026 implementation.**
Program 5.2.1: Fair Housing Policies and Programs E) Work with trusted community partners to provide linguistically and digitally accessible and culturally relevant housing search assistance to address racial housing disparities experienced by Latinx, Black, Asian, and Pacific Islander community members and increase housing mobility	**Provide resources and guidance to at least three community partners to address local racial housing disparities.**	**Engage community partners and provide guidance and/or resources within 2 years of Housing Element adoption**	**Ongoing. Targeted for 2025/2026 implementation.**
Program 5.2.1: Fair Housing Policies and Programs F) Conduct a feasibility assessment for a Citywide rental registry to reduce displacement risk.	**Complete Citywide rental registry feasibility assessment**	**Within 2 years of Housing Element adoption**	**Ongoing. Feasibility assessment under development. Targeted for 2025 implementation.**

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
D_1_Name	D_2_Objective	D_3_Time	D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation
Program 5.2.1: Fair Housing Policies and Programs G) Prioritize public improvements and residential retrofits described in Actions 4.1.2.A, 4.2.1.A, and 4.2.1.C (such as streets and drainage, sidewalks and alleys, green spaces and parks, street trees, and other public facilities, amenities and infrastructure) in neighborhoods with the greatest need, including neighborhoods with high concentrations of poverty and limited existing resources and amenities.	Adopt a Climate Action Plan that includes commitments to prioritizing microgrid, water efficiency, urban canopy, stormwater, and electric vehicle investments in high need communities.	Within 2 years of Housing Element adoption	Complete. The City adopted the 2022 Climate Action Plan (CAP) on November 28, 2022. The 2022 CAP is a roadmap to reduce greenhouse gas (GHG) emissions, adapt to extreme weather, deploy reliable and renewable energy, conserve habitat and biodiversity, and ensure equitable access to the benefits of a sustainable city. The Climate Action Plan and Annual Progress Report can be accessed on the City's website at: https://www.livermoreca.gov/departments/community-development/climate-action-plan-draft.
Program 5.2.1: Fair Housing Policies and Programs H) Identify opportunities in the General Plan Circulation Element and/or Active Transportation Plan to strengthen biking, pedestrian, and public transit connections from lower resource to higher-resource areas	Adopt an updated Circulation Element of the General Plan and/or updated Active Transportation Plan.	Within 3 years of Housing Element adoption	Ongoing. The comprehensive General Plan Update which will include an updated Circulation Element. In addition, in June of 2024, the City prepared an Interim Update to Active Transportation Plan to outline the considerable progress made since the Plan's adoption in 2018 to improve active transportation network citywide. Since 2018, the City has completed over 100 projects that contributed to a safer and lower stress active transportation network; improved approximately 16.4 miles of Class II bikeways with buffers; constructed 0.6 mile of Class IV Separate Bike Lanes, 1.6 miles of Class II bicycle lanes, and 1.8 miles of Class III Bicycle Boulevard; improved accessible ramps at 67 locations and pedestrian crossings at 34 locations; and reduced bike involved crashes by 18%, and pedestrian involved crashes by 6% compared to the five-year total previously reported.
Program 5.2.1: Fair Housing Policies and Programs I) Implement strategies in partnership with the school district, Livermore Amador Valley Transit Authority, and community based organizations that increase biking, pedestrian, and public transit access for low-income and special needs households, such as free transit pass programs.	Distribute 5,000 free bus passes over the planning period to low-income families, unhoused individuals, and people with disabilities through partnerships with organizations such as the Livermore Valley Unified School District, Cityserve, La Familia, and Communities for Resource Independent Living	Commence immediately and engage partners on annual basis about new strategies	Ongoing. In 2024, the City distributed 1,555 24-hour bus passes to non-profits, LVUSD, and Livermore Police Department's Homeless Liaison Officers. In addition to bus passes, CityServe of the Tri-Valley announces the award of a multi-year grant from the Alameda Transportation Commission, totaling $1,000,000, to expand its transportation program. This funding will support the launch of RideCare, a new initiative aimed at providing reliable transportation services for local older adults and individuals 18+ with disabilities. RideCare will connect Tri-Valley volunteer drivers with those in need of transportation, coordinating rides to medical appointments, grocery runs, and other planned and group trips throughout the Tri-Valley. This expanded service, addresses a significant gap in transportation options, ensuring all older adults and individuals with disabilities have access to essential services.
Program 5.2.1: Fair Housing Policies and Programs J) Utilize Community Development Block Grant and Human Services Facility funds to support place-based strategies to improve conditions, resources, and amenities in lower-income communities such as neighborhoods north of Downtown	At least 5 investments in projects that create or improve facilities and infrastructure benefiting low-income community members over the planning period.	Ongoing through annual Housing & Human Services Grant allocation process.	Ongoing. The Housing and Human Services grant program provided assistance to Tri-Valley Haven for their domestic violence shelter rebuild and expansion. The expansion will provide an additional 15 beds.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
D_1_Name	D_2_Objective	D_3_Time

D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation
Program 5.2.1: Fair Housing Policies and Programs K) Address racial homeownership gaps and produce more missing middle housing through the City's inclusionary housing program	See Program 3.1.1. Adopt policies and procedures with inclusive outreach and marketing standards within 1 year of Housing Element adoption and encourage at least half of the moderate income units produced by the inclusionary housing ordinance over the planning period to be integrated into low‐density and single‐family dominated neighborhoods or in high resource areas.	Commence immediately and engage developers as new projects are submitted at least annually	Ongoing. The City will update existing affordable homeownership guidelines to reflect inclusive marketing efforts and remove access barriers. Implementation of the revised guidelines is expected in 2025. As previously noted, In 2024, the City engaged the Isabel Crossings developer to execute a Development Agreement which incorporates a variety of affordable units distributed across several housing product types in the new 1,299 unit project area.
Program 6.1.1: Tri-Valley Affordable Housing Committee A) Continue to participate in Tri-Valley Affordable Housing Committee to identify regional housing issues and to develop multi-jurisdictional approaches to solving affordable housing problems with focus on income integration and housing mobility opportunities	n/a	Ongoing, quarterly. Attend at least 30 Tri- Valley Affordable Housing Committee meetings over the planning period	Ongoing. The Tri-Valley Affordable Housing Committee has been disbanded. Housing staff of the Tri-Valley Cities continues to coordinate on a quarterly basis.
Program 6.1.2: Regional Responses to Homelessness A) Continue to coordinate with other local jurisdictions to in the provision of outreach, social services, and referrals to people with disabilities, survivors of domestic violence, and homeless or those at risk of becoming homeless. Continue joint support of local homeless shelters and the Vineyard 2.0 navigation center.	Jointly fund at least three homeless services projects each year. See Program 3.4.3 for service objectives.	Ongoing; through annual Housing & Human Services Grant allocation process.	Ongoing. The Housing and Human Services Grant program funded three meal programs supporting low-income and senior residents, one health care resource, one independent living resource for individuals with disabilities, one legal resource for seniors, two rental assistance programs and three case management and counseling programs.
Program 6.1.2: Regional Responses to Homelessness B) Pursue opportunities to secure joint funding with neighboring and local jurisdictions to aid homeless and at-risk households, such as the Project Reclamation supportive shared housing program.	Submit a multijurisdictional Homekey application in Round 3 to support permanent supportive housing production objectives identified in Program 1.5.3.D.	In 2023, and annually as opportunities arise	Ongoing. The City managed the Tri-Valley's Homeless, Housing Assistance, and Prevention funds to support Vineyard Resource Center operations and the Open Heart Refuge, 20-bed overnight shelter, Tri-Valley Haven domestic violence Shelter and rental assistance for individuals and families experiencing homelessness. In addition, the City manages the Tri-Valley award for the winter relief program. The City contracts with CityServe of the Tri-Valley to offer hotel vouchers and case management services to the medically-fragile homeless population during the winter months.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)
D_1_Name	*D_2_Objective*	*D_3_Time*

D_4_Status

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program 6.1.2: Regional Responses to Homelessness C) Implement local and regional plans to address homelessness, such as the Alameda County Home Together plan.	**n/a**	**Ongoing**	**Ongoing. Alameda County is in the working stages of a new Home Together plan. City staff and two local non-profits are in working groups to ensure East County and the City is represented in these meetings.**
Program 6.1.2: Regional Responses to Homelessness D) Continue participating in local and regional partnerships to address homelessness, such as Everyone Home.	**Participate in at least one regional partnership annually to address homelessness**	**Ongoing; meet annually with partners**	**Ongoing. City staff participate in three Alameda County Continuum of Care groups: The Leadership Board, The Notice of Funding and Opportunities panel, and the Housing Management Information System group. HHS staff sit on the Alameda County Health Care for the Homeless Committee and the First 5 Board.**

EXHIBIT A

Jurisdiction	Livermore	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	Livermore	
Reporting Period	2024	31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	**Units that Do Not Count Towards RHNA+** Listed for Informational Purposes Only				**Units that Count Towards RHNA +** Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				**The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+. For detailed reporting requirements, see the chcklist here:**
	Extremely Low-Income+	**Very Low-Income+**	**Low-Income+**	**TOTAL UNITS+**	**Extremely Low-Income+**	**Very Low-Income+**	**Low-Income+**	**TOTAL UNITS+**	https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

EXHIBIT A

Jurisdiction	Livermore	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F2

Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2

For up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. Before adding information to this table, please ensure housing developments meet the requirements described in Government Code 65400.2(b).

Project Identifier					Unit Types		Affordability by Household Incomes After Conversion							Units credited toward Moderate Income RHNA		Notes
1					2	3	4							5		6
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (2 to 4,5+)	Tenure R=Renter	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Moderate Income Units Converted from Above Moderate	Date Converted	Notes
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0	0		

Jurisdiction	Livermore	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Period	6th Cycle	01/31/2023 - 01/31/2031

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table G

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				2	3	4
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Realistic Capacity Identified in the Housing Element**	**Entity to whom the site transferred**	**Intended Use for Site**
Summary Row: Start Data Entry Below						

EXHIBIT A

Jurisdiction	Livermore	**NOTE: This table must contain an invenory of ALL surplus/excess lands the reporting jurisdiction owns**	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2024 (Jan. 1 - Dec. 31)		

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

For Alameda County jurisdictions, please format the APN's as follows:999A-9999-999-99

Table H
Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**	**Surplus Designation**	**Parcel Size (in acres)**	**Notes**
Summary Row: Start Data Entry Below						
099-0175-026-00	E Stanley Blvd	Vacant	0	Surplus Land	0.344	Development challenges include lack of safe public access, adjacent to railroad tracks and in/adjacent to Arroyo Mocho Channel
099-0175-025-00	E Stanley Blvd	Vacant	0	Surplus Land	0.843	"Development challenges include lack of safe public access, adjacent to railroad tracks and in/adjacent to Arroyo Mocho Channel"

Jurisdiction	Livermore	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table J

Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915

Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved							Units (Beds/Student Capacity) Granted	Notes
1				2	3	4							5	6
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Unit Category** (SH - Student Housing)	**Date**	**Very Low-Income Deed Restricted**	**Very Low-Income Non Deed Restricted**	**Low- Income Deed Restricted**	**Low- Income Non Deed Restricted**	**Moderate-Income Deed Restricted**	**Moderate-Income Non Deed Restricted**	**Above Moderate-Income**	**Total Additional Beds Created Due to Density Bonus**	**Notes**
Summary Row: Start Data Entry Below														

Jurisdiction	Livermore	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Table K
Tenant Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?	No	
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.		
Notes		

EXHIBIT A

Jurisdiction	Livermore	
Reporting Year	2024	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	$ 300,000.00	*Total award amount is auto-populated based on amounts entered in rows 15-26.*

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Housing Element Update	$163,000.00	$162,945.20	Completed	Local General Fund	Reimbursement received on 4/25/2024.
Development Code Ordinance Updates	$103,000.00	$89,300.00	Other (Please Specify in Notes)	Local General Fund	Ongoing. Partial reimbursement received on 10/31/2024. Housing Chapter of the Development Code to be adopted by City Council late summer 2025. Final Request for Reimbursement of Funds submitted to HCD on 2/6/2025. All eligible grant funds have been expended.
Isabel Neighborhood Specific Plan	$34,000.00	$33,502.75	Completed	Local General Fund	Reimbursement received on 4/25/2024.

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	65
	Non-Deed Restricted	0
Low	Deed Restricted	116
	Non-Deed Restricted	0
Moderate	Deed Restricted	227
	Non-Deed Restricted	0
Above Moderate		1216
Total Units		**1624**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	14
	Non-Deed Restricted	0
Low	Deed Restricted	14
	Non-Deed Restricted	0
Moderate	Deed Restricted	39
	Non-Deed Restricted	30
Above Moderate		267
Total Units		**364**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	24
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	3
	Non-Deed Restricted	42
Above Moderate		13
Total Units		**82**

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.1**

DATE: March 24, 2025

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

3.2	2024 Climate Action Plan Progress Report, presented by Tricia Pontau, Sustainability Program Manager Material: PowerPoint Presentation
5.8	Resolution authorizing execution of an Affordable Housing Loan Agreement, an Affordable Housing Regulatory Agreement, a Ground Lease and all other related documents authorized and described in those agreements with Pac Avenue, L.P. and appropriating $5,000,000 in State Local Housing Trust Funds (LHTF) and $1,500,000 in City Affordable Housing Trust Funds for the development of the Pacific Avenue Senior Apartments Phase 1. Materials: Memo, Revised Exhibit C - Ground Lease to the Resolution, and Redlined Revised Exhibit C - Ground Lease
6.1	Hearing to consider the 2024 Housing Element Progress Report, which tracks the City's progress toward implementing the Housing Element of the General Plan and meeting its Regional Housing Needs Allocation (RHNA), pursuant to Government Code Section 65400. Material: PowerPoint Presentation
8.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members. Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Ashley Zieba
Assistant City Clerk

Approved by:

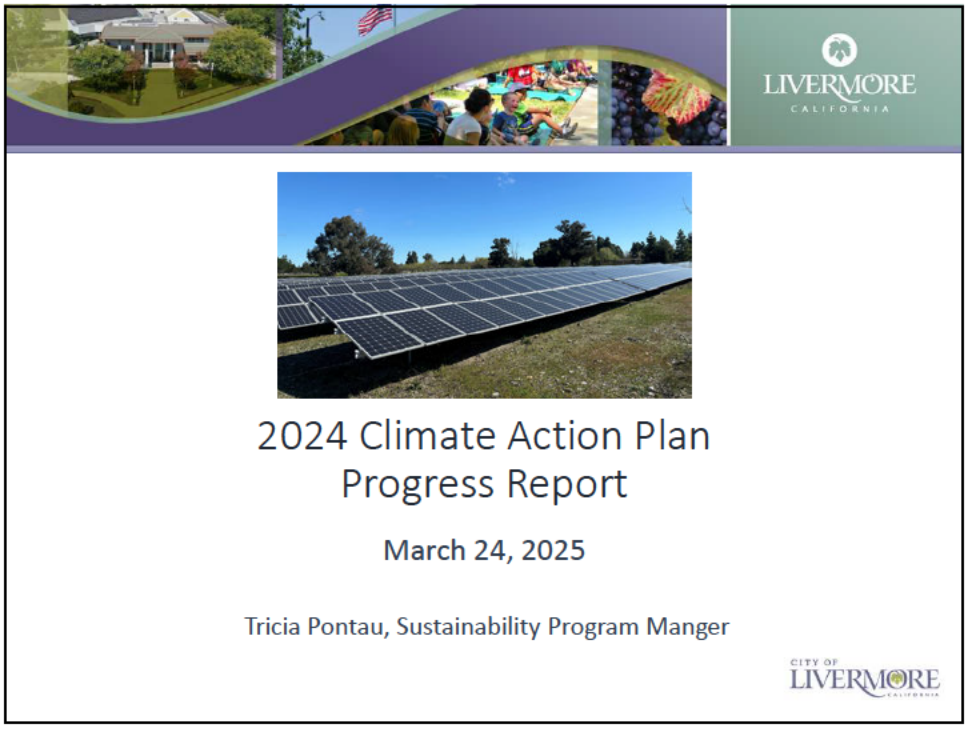


Marianna A. Burch
City Manager

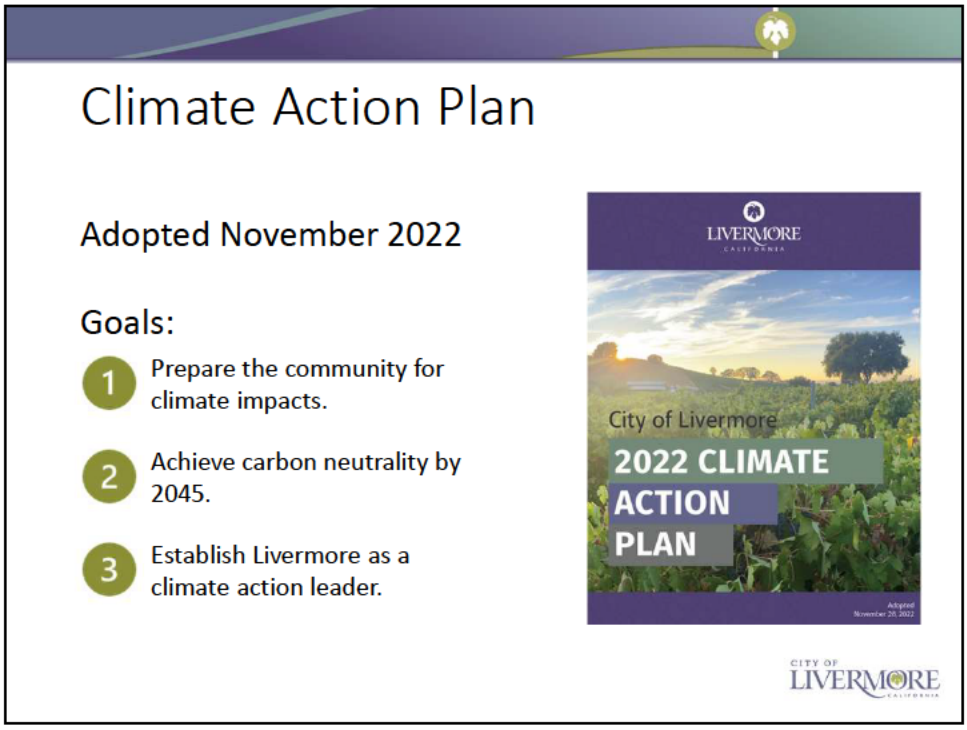
Fiscal Review by:



Tina Olson
Administrative Services Director


LIVERMORE
CALIFORNIA
2024 Climate Action Plan
Progress Report
March 24, 2025
Tricia Pontau, Sustainability Program Manger
CITY OF
LIVERMORE

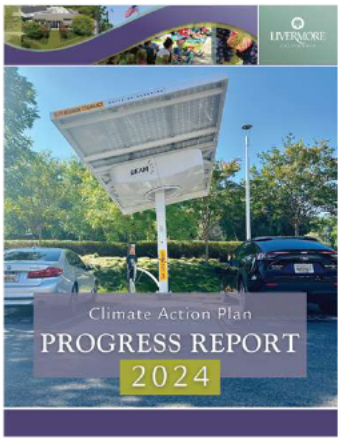
1


Climate Action Plan
Adopted November 2022
Goals:
1 Prepare the community for climate impacts.
2 Achieve carbon neutrality by 2045.
3 Establish Livermore as a climate action leader.
LIVERMORE
City of Livermore
2022 CLIMATE
ACTION
PLAN
CITY OF
LIVERMORE

2

2024 Progress Report

- Implementation highlights
- Status of CAP priority actions
- Next GHG inventory will be in the 2025 progress report



CITY OF LIVERMORE

3

By the Numbers

331 permits approved for solar panels *(5.7MW total)*

49 permits approved for EV chargers *(63 chargers total)*

215 permits approved for heat pumps *(132 HVAC & 83 water heater)*

328 all-electric housing units under construction

10 electric and hybrid vehicles added to the City fleet

26,800 gallons of renewable diesel used in combustion fleet vehicles

CITY OF LIVERMORE

4

By the Numbers

73 new trees planted by the City	**5,000** cubic yards of organic mulch spread	**27,000** sq ft of turf grass converted to drought-friendly landscaping
205 acres of open space secured for conservation	**2.4** miles of new buffered bike lanes	**300M** gallons of recycled water distributed

CITY OF LIVERMORE

5

Highlights
Solar EV Chargers



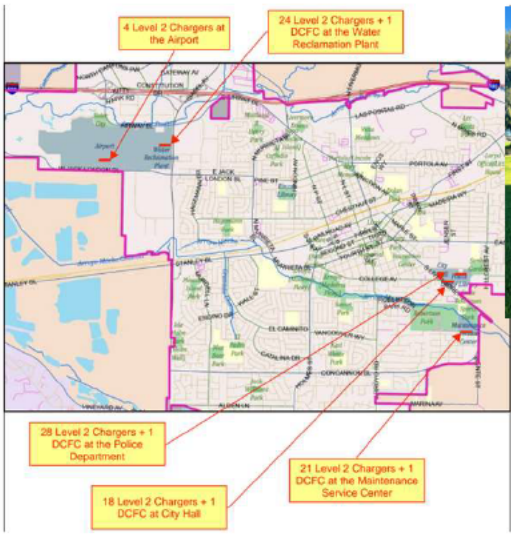


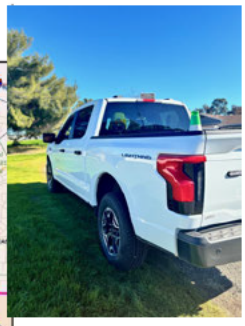


CITY OF LIVERMORE

6

Highlights
Fleet EVs & Charging Infrastructure



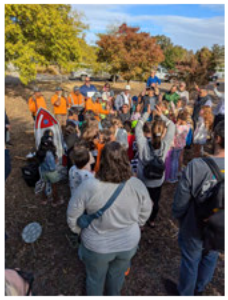


CITY OF LIVERMORE

7

Highlights
Luna the NASA Moon Tree







LIVERMORE MOON TREE

CITY OF LIVERMORE

8

Highlights
Carbon Garden



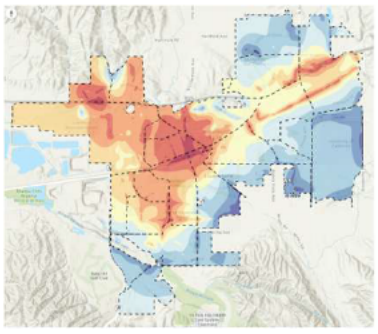


CITY OF LIVERMORE CALIFORNIA

9

Highlights
Heat Mapping







CITY OF LIVERMORE CALIFORNIA

10

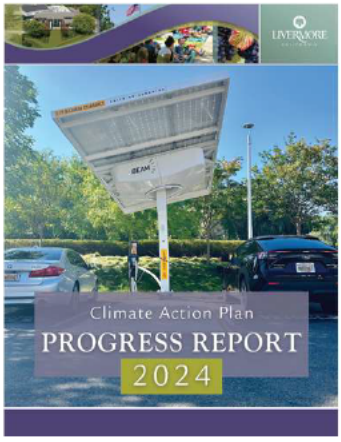
THANK YOU

The 2024 CAP Progress Report will be available online:

www.LivermoreCA.gov/CAP

Follow along on Instagram:

@LivermoreResilient



CITY OF LIVERMORE

11

CITY OF
LIVERMORE
CALIFORNIA

INTEROFFICE MEMORANDUM

Date: March 24, 2025

To: Mayor Marchand
City Council Members

From: Brent Smith BLS
Community Development Director

Subject: March 24, 2025, Item 5.8: Resolution authorizing execution of an Affordable Housing Loan Agreement, an Affordable Housing Regulatory Agreement, a Ground Lease and all other related documents authorized and described in those agreements with Pac Avenue, L.P. and appropriating $5,000,000 in State Local Housing Trust Funds (LHTF) and $1,500,000 in City Affordable Housing Trust Funds for the development loan for the development of the Pacific Avenue Senior Apartments Phase 1.

During the meeting this evening, March 24, 2025, Council will consider item 5.8, which is a resolution authorizing the execution of a Ground Lease, among other documents, with Pac Avenue, L.P. for the development of the Pacific Avenue Senior Apartments project. Edits have been made to the Ground Lease and Exhibit "D," *Financing Plan*, to the Ground Lease.

Exhibit "C," *Ground Lease*, to the resolution attached to item 5.8 of your March 24, 2025 Livermore City Council Agenda is replaced with the Ground Lease attached hereto as Attachment "1," which incorporates edits made to the Ground Lease and Exhibit "D" thereto. For your reference, attached to this memorandum as Attachment "2" is a redlined copy of the Ground Lease reflecting changes made to the lease.

Attachments:

1. Revised Ground Lease
2. Redlined Copy of Revised Ground Lease

GROUND LEASE

by and between

City of Livermore, as Lessor

and

Pac Avenue, L.P., as Lessee

Dated as of _____, 2025

Pacific Avenue Senior Apartments Phase 1

TABLE OF CONTENTS

PAGE

ARTICLE 1. DEFINITIONS 1

Section 1.1 Definitions 1

Section 1.2 Exhibits 8

ARTICLE 2. LEASE OF THE LAND 8

Section 2.1 Lease of Land 8

Section 2.2 Term 8

Section 2.3 Use 8

Section 2.4 Possession 9

Section 2.5 Memorandum of Lease 9

Section 2.6 As-Is Conveyance 9

Section 2.7 Lesse to Rely on Own Experts 9

ARTICLE 3. THE IMPROVEMENTS 10

Section 3.1 Construction 10

Section 3.2 Liens 10

Section 3.3 Permits, Licenses and Easements 11

Section 3.4 Title to Improvements 11

Section 3.5 Benefits of Improvement During Term 12

ARTICLE 4. RENTS 12

Section 4.1 Ground Rent 13

Section 4.2 Payments 13

Section 4.3 Determination of Market Rate Rent 13

ARTICLE 5. TAXES AND OTHER IMPOSITIONS; UTILITIES 13

Section 5.1 Payment of Impositions 13

Section 5.2 Lessor's Estate 13

Section 5.3 Contested Taxes and Other Impositions 14

Section 5.4 Valuation Assessment/Property Tax Exemption 14

Section 5.5 Failure to Pay Impositions 14

Section 5.6 Utilities 14

ARTICLE 6. INSURANCE 15

Section 6.1 Required Insurance Coverage 15

Section 6.2 Insurance Policies and Premiums 16

Section 6.3 Proceeds of Insurance 17

Section 6.4 Limitation of Liability 17
ARTICLE 7. MAINTENANCE, ALTERATIONS, REPAIRS AND REPLACEMENTS 17
Section 7.1 Maintenance of Leased Premises; Landscaping 17
Section 7.2 Landscaping Maintenance 18
Section 7.3 Alterations to Leased Premises 18
Section 7.4 Indemnifications 19
ARTICLE 8. MORTGAGE LOANS 19
Section 8.1 Intentionally Omitted 19
Section 8.2 Liens and Encumbrances Against the Leasehold Estate 19
Section 8.3 Cost of Approved Loans to be Paid by Tenant 23
Section 8.4 Proceeds of Approved Loans 24
Section 8.5 Notice and Right to Cure Defaults Under Approved Loans 24
Section 8.6 Rights of Investor 24
Section 8.7 Right to Pay Taxes and Leasehold 24
ARTICLE 9. REPRESENTATIONS, WARRANTIES AND COVENANTS 24
Section 9.1 Representations, Warranties and Covenants of Lessor 24
Section 9.2 Representations, Warranties and Covenants of Lessee 26
Section 9.3 Hazardous Materials 26
Section 9.4 Relocation Obligations and Indemnity 26
Section 9.5 Hazardous Materials Indemnification 27
Section 9.6 Prevailing Wage Requirements 27
Section 9.7 Compliance with Laws 28
Section 9.8 Affordability and Use Restrictions 28
Section 9.9 Selection of Tenants 32
Section 9.10 Reporting Requirements; Access to Information; Inspections 33
Section 9.11 Non-Discrimination; Compliance with Fair Housing Laws 34
Section 9.12 Fair Housing 34
Section 9.13 Management Entity and Replacement of Management Agent 34
ARTICLE 10. EMINENT DOMAIN 35
Section 10.1 Termination of Lease 35
Section 10.2 Continuation of Lease and Presumption of Restoration 35

Section 10.3 Temporary Taking 35
Section 10.4 Appointment of Award 35
Section 10.5 Joinder 37
Section 10.6 City Reservation of Rights 37
ARTICLE 11. DAMAGE OR DESTRUCTION 37
Section 11.1 Damage or Destruction to Leased Premises 37
Section 11.2 Damage or Destruction Near End of Term 38
Section 11.3 Distribution of Insurance Proceeds 38
Section 11.4 Insurance Requirements 38
ARTICLE 12. EVENTS OF DEFAULT 39
Section 12.1 Events of Default 39
Section 12.2 Rights and Remedies 40
Section 12.3 Default by Lessor 42
Section 12.4 Notices 42
ARTICLE 13. QUIET ENJOYMENT AND POSSESSION; INSPECTIONS 42
Section 13.1 Quiet Enjoyment 42
Section 13.2 Lessor's Right of Inspection 42
ARTICLE 14. VACATION OF LEASED PREMISES 43
Section 14.1 Vacation Upon Termination 43
Section 14.2 Surrender 43
ARTICLE 15. NON-MERGER 43
Section 15.1 Non-Merger 43
ARTICLE 16. TRANSFERS 43
Section 16.1 Permitted Transfer by Lessee 43
ARTICLE 17. MISCELLANEOUS PROVISIONS 44
Section 17.1 Consents 45
Section 17.2 Enforced Delay; Extension of Times of Performance 45
Section 17.3 Interpretation 45
Section 17.4 Entire Agreement: Modifications 45
Section 17.5 Governing Law 45
Section 17.6 Binding Effect 46
Section 17.7 Severability 46

Section 17.8 Further Assurances 46
Section 17.9 Authority to Execute Agreement 46
Section 17.10 Lease Administration and Approvals 46
Section 17.11 Captions 46
Section 17.12 Gender 46
Section 17.13 Exhibits 46
Section 17.14 References 46
Section 17.15 Cumulative 47
Section 17.16 Notices 47
Section 17.17 Counterparts 48
Section 17.18 Time of Essence 48
Section 17.19 Attorneys' Fees 48
Section 17.20 No Third-Party Beneficiaries 48
Section 17.21 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship 48
Section 17.22 Holding Over 48
Section 17.23 End of Term Transfer of Improvements and Leasehold Estate 48

Exhibit A: Legal Description of the Leased Premises
Exhibit B: Site Map of the Leased Premises
Exhibit C: Memorandum of Lease
Exhibit D: Financing Plan
Exhibit E: Estoppel Certificate
Exhibit F: Addendum Section 202
Exhibit G: Schedule of Related Documents

GROUND LEASE
(Phase 1 of Pacific Avenue Development Project)

This Ground Lease (the "Lease") is entered into as of _____, 2025 (the "Commencement Date"), by and between City of Livermore, a California municipal corporation ("Lessor") and Pac Avenue, L.P., a California limited partnership ("Lessee").

RECITALS

A. Satellite Affordable Housing Associates, Inc., a California nonprofit public benefit corporation ("Satellite Affordable Housing Associates"), entered into that certain Disposition, Development and Loan Agreement for Pacific Senior Development Project dated September 16, 2021, with Lessor, and the City of Livermore, a public body corporate and politic (the **"City**"), as amended by that certain First Amendment to Disposition, Development and Loan Agreement dated December 13, 2022, (collectively, the "DDLA"). Under the DDLA, the City agreed to ground lease the property on Parcel Map No. 10858, in Book 360, Pages 87-89 of Map, Parcel 2 (the "**Land**") to Lessee for ninety-nine (99) years or such longer term as required by lenders and investors, and Lessee has agreed to develop and operate thereon seventy-nine (79) residential dwelling units and related interior and exterior improvements, including but not limited to, a rental office and a community center (the "Improvements").

B. Lessor desires to lease the Land to Lessee for a period of ninety-nine (99) years pursuant to the terms of this Lease.

C. Capitalized terms which are referred to and utilized throughout this Lease are defined in Article 1 of this Lease.

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

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. For the purposes of this Lease, the following defined terms shall have the meanings ascribed thereto in this Article 1:

(a) Additional Rent: is any amount in addition to Rent and is due and payable within 30 days of invoice from Lessor.

(b) Adjusted for Family Size Appropriate for the Unit: shall be determined consistent with Section 50052.5(h) of the California Health and Safety Code, subject to the application of federal rules and regulations applicable to Project financing sources, including Section 42(g)(2) of the Internal Revenue Code of 1986 as amended (or successor provision).

(c) Affordable Housing Loan Agreement: is the legal contract between the City and Pac Avenue, L.P. that establishes the agreed loan conditions for Phase 1 of the Pacific Avenue Project, as listed in Exhibit "G" hereto.

(d) Affordable Rent(s): means the following amounts, less a utility allowance and other fees and charges required to be paid by tenants of the Project on a non-optional basis which have been approved by the City (i) for units that are restricted for rental to households with incomes of not more than twenty percent (20%) of AMI ("**20% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of thirty percent (30%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit (ii) for units that are restricted for rental to households with incomes of not more than thirty percent (30%) of AMI ("**30% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of thirty percent (30%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit; (iii) for units that are restricted for rental to households with incomes of not more than fifty percent (50%) of AMI (**"50% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of fifty percent (50%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit; and (iv) for units that are restricted for rental to households with incomes of not more than sixty percent (60%) of AMI ("**60% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of sixty percent (60%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit. Rents shall be limited to no greater than the TCAC published rents for the aforementioned income categories.

(e) Affordability Term: A term of fifty-eight (58) years following the date of recording of this Lease in the Official Records of the County of Alameda.

(f) AMI: See definition of Area Median Income.

(g) Applicable Laws: are defined in Section 9.7.

(h) Area Median Income or AMI: means the median income for Alameda County, California, adjusted for actual household size, as determined in accordance with TCAC regulations.

(i) Approved Loans: All loans, including without limitation, the City A&R Predevelopment Loan, the City Development Loan, the County Loan, the AHP Loan, HUD 202 Loan, as listed in Exhibit G, and the Senior Loan as defined in the Affordable Housing Loan Agreement, obtained from time to time by Lessee for the construction and permanent financing of the Improvements in compliance with the Financing Plan attached hereto as Exhibit D, as such Financing Plan may be revised from time to time by written consent of the Parties, and the refinancing of any such loan provided that the new loan does not exceed the greater of (i) the outstanding principal balance of the original loan, and (ii) eighty percent (80%) the value of the Improvements as determined by an appraisal conducted at Lessee's expense by an MAI appraiser selected by the lender and approved by Lessor. The Financing Plan cannot be amended to remove a reference to an Approved Loan unless that Loan has been repaid in full.

(j) Casualty: As defined in Article 11 hereof.

(k) City: The City of Livermore, California.

(l) City Loan: means that certain City A&R Predevelopment loan from City to be assumed by Lessee and that certain City Development Loan to be provided by City to Lessee pursuant to the terms set forth in that certain Affordable Housing Loan Agreement, listed in Exhibit G, between City and Lessee, to assist the Lessee with predevelopment and construction costs of the Project.

(m) Claims: means collectively: claims, demands, investigations, actions, causes of action, suits, judicial or administrative proceedings, damages, losses, liabilities, costs, expenses (including without limitation reasonable attorneys' fees), damages, penalties, deficiencies, fines, orders, charges, judgments, awards, liens, remedial action requirements, and enforcement actions of any kind.

(n) Construction Plans: means all construction documents upon which Lessee and Lessee's contractors shall rely in developing the Land and constructing the Project (including landscaping, parking, common and public areas) and shall include, without limitation, final architectural drawings, the site development plan, landscaping, exterior lighting and signage plans and specifications, materials specifications, final elevations, and building plans and specifications.

(o) County: The County of Alameda, California.

(p) County Loan: means collectively, that certain construction/permanent loan of Measure A1 funds to be provided by County to Lessee in the principal amount of $6,234,012.

(q) Commencement Date: The date set forth in the first paragraph of this Lease.

(r) DDLA: As defined in Recital A.

(s) Eligible Household: A household for which gross household income upon initial occupancy does not exceed the maximum income level as specified in Section 9.8 and which includes at least one member who is age 62 or older or other qualifying resident pursuant to California Civil Code Section 51.3.

(t) Environmental Laws: All federal, state or local statutes, ordinances, rules, regulations, orders, decrees, judgments or common law doctrines, and provisions and conditions of permits, licenses and other operating authorizations regulating, or relating to, or imposing liability or standards of conduct concerning (i) pollution or protection of the environment, including natural resources; (ii) exposure of persons, including employees and agents, to Hazardous Materials or other products, raw materials, chemicals or other substances; (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities; (iv) the manufacture, use or introduction into commerce of Hazardous Materials, including without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal; or (iv) the use, release or disposal of Hazardous Materials or the remediation of air, surface waters, groundwaters or soil, as now or may at any later time be in effect, together with any regulations promulgated thereunder.

(u) Environmental Report: means the Phase 1 Environmental Site Assessment dated June 2021, prepared by Geocon Consultants, listed in Exhibit G.

(v) Event of Default: As described in Article 12 of this Lease.

(w) Financing Plan: the plan attached hereto as Exhibit D which among other things describes the sources and uses for construction and permanent financing for the Project.

(x) Governmental Authorities: Any applicable federal, State or local governmental or quasi-governmental entities, subdivisions, agencies, authorities or instrumentalities having jurisdiction over the Leased Premises, the Improvements, Lessor or Lessee.

(y) Hazardous Materials: Any chemical, material or substance now or hereafter defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, extremely hazardous waste, restricted hazardous waste, toxic substances, pollutant or contaminant, imminently hazardous chemical substance or mixture, hazardous air pollutant, toxic pollutant, or words of similar import under any local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto applicable to the Leased Premises, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. 5101, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.; and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901, et seq. ("RCRA"). The term Hazardous Materials shall also include any of the following: any and all toxic or hazardous substances, materials or wastes listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and in any and all amendments thereto; oil, petroleum, petroleum products (including, without limitation, crude oil or any fraction thereof), asbestos and asbestos-containing materials, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, not otherwise designated as a hazardous substance under CERCLA; any substance which is toxic, explosive, corrosive, reactive, flammable, infectious or radioactive (including any source, special nuclear or by product material as defined at 42 U.S.C. 2011, et seq.), carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority; asbestos in any form; urea formaldehyde foam insulation; transformers or other equipment which contain dielectric fluid containing levels of polychlorinated byphenyls; radon gas; or any other chemical, material or substance (i) which poses a hazard to the Leased Premises, to adjacent properties, or to persons on or about the Leased Premises, (ii) which causes the Leased Premises to be in violation of any of the aforementioned laws or regulations, or (iii) the presence of which on or in the Leased Premises requires investigation, reporting or remediation under any such laws or regulations.

(z) Impositions: All taxes, assessments, water and sewer charges, charges for public utilities, excises, levies, license and permit fees and other charges that shall or may be assessed, levied or imposed during the Term by any Governmental Authorities upon the Leased Premises or any part thereof, including the buildings or improvements now or hereafter located thereon, including without limitation, possessory interest taxes. "Impositions" shall not include

any income tax, capital levy, estate, succession, inheritance, or similar taxes of Lessor. Except for a tax, assessment, or charge resulting from Lessee's use of the Leased Premises pursuant to this Lease, "Impositions" shall not include any franchise tax imposed upon any owner of the fee of the Leased Premises, or any income, profits or revenue tax, assessment or charge imposed upon the rent or other benefit received by Lessor under this Lease by any Governmental Authorities.

(aa) Improvements: The senior affordable rental housing development comprised of seventy nine (79) residential dwelling units to be developed on the Land, all of which, other than one (1) Management Unit, will be restricted for occupancy by Eligible Households at Affordable Rents, including, without limitation the following: community space, parking, tenant related space and related ancillary facilities, together with any and all replacements or substitutions therefor or modifications thereto, in accordance with all approvals and conditions for use by the City for the Leased Premises. The Improvements are also referred to in this Lease as "**Phase 1**" or the "**Project**".

(bb) Indemnitees: Lessor and its elected and appointed officials, officers, directors, employees, agents, contractors, representatives and designated volunteers.

(cc) Insurance Requirements: The requirements, whether now or hereafter in force, of any insurer or insurance carrier, any board of fire underwriters or any other company, bureau, organization or entity performing the same or similar functions, applicable to the Leased Premises and/or the Improvements, or any portion thereof, to the extent so applicable.

(dd) Investor: The low-income housing tax credit investor that will provide equity to the Project and all permitted successors and assigns.

(ee) Land: As defined in Recital A above.

(ff) Lease Year: A calendar year.

(gg) Leased Premises: The Land, together with all and singular rights, easements, licenses, privileges and appurtenances thereunto attaching or in any way belonging thereto.

(hh) Leasehold Mortgage: Any mortgage, deed of trust, security agreement or collateral assignment pursuant to an Approved Loan encumbering Lessee's Estate as a leasehold mortgage lien.

(ii) Legal Requirements: All laws, statutes, codes, ordinances, orders, rules, regulations and requirements of all Governmental Authorities and the appropriate agencies, officers, departments, boards and commissions thereof, whether now or hereafter in force applicable to Lessor, Lessee, the Leased Premises, the Improvements, or any portion thereof, to the extent so applicable.

(jj) Lender: The holder, mortgagee, grantee or secured party under any Leasehold Mortgage.

(kk) Lessee's Estate or Leasehold Estate: During the Term of this Lease, Lessee's leasehold interest in the Land and Lessee's fee ownership interest in the Improvements, subject to Lessor's reversionary interest in the Improvements pursuant to this Lease.

(ll) Lessor's Estate: Lessor's fee estate in the Land and reversionary interest in the Improvements pursuant to this Lease.

(mm) Loan Agreement: means the Affordable Housing Loan Agreement executed by City and Lessor, executed concurrently herewith, which evidences the City Loan.

(nn) Loan Documents: All documents executed by Lessee evidencing or securing an Approved Loan.

(oo) Management Agent: The Person designated from time to time as "Management Agent" of all or any portion of the Improvements under any management agreement entered into from time to time with Lessee. The initial Management Agent will be Satellite Affordable Housing Associates Property Management Corporation.

(pp) Market Rate Rent: shall be the fair market rental value as reasonably determined by Lessor.

(qq) Net Condemnation Award: The net amounts owed or paid to the Parties or to which either of the Parties may be or become entitled by reason of any Taking or pursuant to any agreement with any condemning authority which has been made in settlement of any proceeding relating to a Taking, less any costs and expenses incurred by the Parties in collecting such award or payment.

(rr) Partnership: The limited partnership that is the Lessee.

(ss) Party: Lessor or Lessee, as applicable. Lessor and Lessee shall be referred to collectively as the "**Parties**".

(tt) Permitted Encumbrances: Permitted title encumbrances as defined in Section 9.1(a).

(uu) Person: An individual, partnership, corporation, public benefit corporation, trust, unincorporated association, or other entity or association.

(vv) Phase 1 of the Project: Improvements will be developed on Parcel 2 of Parcel Map 10858 ("Phase 1"), as described in Exhibit A, and will consist of approximately seventy-nine (79) units in a mix of one- and two-bedroom units and one manager's unit.

(ww) Phase 2 of the Project: Improvements will be developed on Parcel 4 of Parcel Map 10858 ("Phase 2"), and will consist of approximately sixty-one (61) units in a mix of one- and two-bedroom units.

(xx) Regulatory Agreement: That certain Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants to be executed by Lessor and Lessee, as a condition of the Loan Agreement.

(yy) Rent(s): As described in Section 4.1 hereof.

(zz) Rent Restricted: As described in Section 9.8 hereof.

(aaa) Restricted Unit(s): As described in Section 9.8 hereof.

(bbb) Senior Lender: means First-Citizens Bank & Trust Company.

(ccc) Senior Leasehold Mortgage: means that certain Construction Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing executed by Lessee for the benefit of Senior Lender, dated _____as it may be amended from time to time, listed in Exhibit G. The Senior Leasehold Mortgage is the Leasehold Mortgage with a first position lien and security interest on the Leasehold Estate.

(ddd) Senior Loan: means that certain construction loan in the amount of $30,223,785.00_ made by Senior Lender to Lessee pursuant to the terms of the Senior Loan Documents.

(eee) Senior Loan Documents: means those certain loan documents evidencing and/or securing the Senior Loan (including, without limitation, the Senior Leasehold Mortgage), listed in Exhibit G, as they may be amended from time to time.

(fff) Taking: A taking during the Term hereof of all or any part of the Leased Premises and/or the Improvements, or any interest therein or right accruing thereto, as a result of the exercise of the right of condemnation or eminent domain materially affecting the Leased Premises or any part thereof. A conveyance in lieu of or in anticipation of the exercise of any such right of condemnation or eminent domain shall be considered a Taking. Any such Taking shall be deemed to have occurred upon the earlier to occur of (a) the date on which the property, right or interest so taken must be surrendered to the condemning authority, or (b) the date title vested in a condemning authority or other party pursuant to any Taking.

(ggg) Tax Credit Eligible Household: A household that is eligible to rent and occupy a qualified low-income dwelling unit under Section 42 of the Internal Revenue Code and applicable TCAC and State of California Legal Requirements relating to low-income housing tax credits including but not limited to California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4, and 23610.5 and California Health and Safety Code Section 50199, *et seq*.

(hhh) Tax Credit Restrictive Covenant: The agreement with TCAC to be executed by Lessee and properly recorded against the Lessee's Estate in the land records of the County, setting forth certain terms and conditions under which seventy-nine (79) of the residential units in the Improvements will be operated.

(iii) TCAC: means the California Tax Credit Allocation Committee.

(jjj) Tenant(s): Any tenant, sublessee or licensee of Lessee under any Tenant Lease(s).

(kkk) Tenant Lease(s): Any lease or license agreement entered into by Lessee with residents of the residential units to be developed on the Land.

(lll) Term: The period of time described in Section 2.2 hereof.

(mmm)Transfer: Any sale, assignment, transfer, conveyance, lease, sublease, encumbrance, mortgage, or hypothecation, in any manner or form or any agreement to do any of the foregoing.

Section 1.2 Exhibits. The Exhibits referred to in this Lease and attached hereto are:

Exhibit A: Legal Description of the Land
Exhibit B: Site Map of the Land
Exhibit C: Memorandum of Lease
Exhibit D: Financing Plan
Exhibit E: Estoppel Certificate
Exhibit F: Addendum Section 202
Exhibit G: Schedule of Related Documents

ARTICLE 1.
LEASE OF THE LAND

Section 1.1 Lease of Land. Subject to the terms hereof and in consideration of the covenants of payment and performance stipulated herein, Lessor leases the Land to Lessee, and in consideration thereof, Lessee takes, hires and leases the Land from the Lessor, pursuant to the terms of this Lease.

Section 1.2 Term. Unless sooner terminated pursuant to the provisions hereof, this Lease shall continue in full force and effect for a term ("Term"), commencing on the Commencement Date and expiring on midnight the day immediately preceding the ninety-ninth year (99th) anniversary from the Commencement Date.

Section 1.3 Use. Subject to the provisions hereof, Lessee shall use the Leased Premises for the construction and operation of the Project, which includes the construction, development and operation of the Improvements on the Land in accordance with the restrictions and requirements set forth in Article 3 hereof. Further, Lessee agrees:

(a) not to use the Leased Premises or permit the Leased Premises to be used for any disorderly or unlawful purpose, and not to commit or permit to be committed any unlawful conduct on the Leased Premises;

(b) to use reasonable efforts to prevent any Tenant from committing or maintaining any nuisance or unlawful conduct on or about the Leased Premises;

(c) to use reasonable efforts to prevent any action by any Tenant that would cause Lessee to violate this Lease;

(d) to take reasonable action, if necessary, to abate any action by any Tenant that violates, or that would cause Lessee to violate this Lease or any law or regulation; and

(e) subject to the laws of the State of California and the rights of Tenants, to permit Lessor and its agents to inspect the Leased Premises or any part thereof at any reasonable time during the Term.

Section 1.4 Possession. Lessor agrees to and shall provide possession of the Leased Premises to Lessee, free and clear of all rights to possession or use by any tenants or other individuals or entities other than Lessee (except as disclosed to Lessee or apparent from Lessee's inspection), and free and clear of any encumbrances (except for Permitted Encumbrances) except as expressly approved by Lessee and Senior Lender in writing. Lessee hereby approves the Regulatory Agreement and encumbrances associated with the City Loan, the State's Tax Credit Allocation Committee (TCAC), the County Loan, the Senior Loan, Section 202 funding from HUD, No Place Like Home funding from the State and all other financing for the project.

Section 1.5 Memorandum of Lease. The Parties shall execute and acknowledge a memorandum of ground lease, substantially in the form attached hereto as Exhibit C, which shall be recorded at Lessee's expense.

Section 1.6 AS-IS Conveyance. Lessee specifically acknowledges that Lessor is leasing the Leased Premises to Lessee on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis and that except as may be expressly stated in this Lease, Lessee is not relying on any representations or warranties of any kind whatsoever, express or implied, from Lessor as to any matters concerning the Leased Premises, including without limitation: (i) the quality, nature, adequacy and physical condition of the Leased Premises, including, but not limited to, appurtenances, access, landscaping, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Leased Premises, (iv) the development potential of the Leased Premises, and the Leased Premises' use, merchantability, or fitness, suitability, value or adequacy of the Leased Premises for any particular purpose, (v) the zoning or other legal status of the Leased Premises or any other public or private restrictions on use of the Leased Premises, (vi) the compliance of the Leased Premises or its operation with any Environmental Laws, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the presence or removal of Hazardous Material, substances or wastes on, under or about the Leased Premises or the adjoining or neighboring property; (viii) the quality of any labor and materials used in any improvements on the Leased Premises, or (ix) the condition of title to the Leased Premises.

Section 1.7 Lessee to Rely on Own Experts. Lessee understands that notwithstanding the delivery by Lessor to Lessee of any documents or disclosures, including, without limitation,

third party reports, Lessee has relied and will rely entirely on Lessee's own experts and consultants and its own independent investigation in proceeding with the leasing of the Leased Premises.

ARTICLE 2.
THE IMPROVEMENTS

Section 2.1 Construction. Lessee shall cause the Improvements to be constructed in substantial compliance with the Construction Plans approved by City and the terms and conditions of the land use permits and approvals and building permits, including any variances granted for the Improvements to be approved by Lessor, within twenty-four (24) months from the execution of this Lease. Any and all Improvements constructed by or on behalf of Lessee shall be constructed in a good and workerlike manner, in compliance with all applicable Legal Requirements. Except as may be specified in the documents evidencing the City Loan and any City financing for the Project that may be approved by the City in its sole discretion, Lessee shall bear the entire and sole cost of planning, designing, engineering, financing, constructing, supervising, and inspecting the Improvements, including all fees and mitigation measures. Lessee shall provide plans and as-built drawings to City.

Section 2.2 Liens. Lessee shall not have any right, authority or power to bind Lessor, Lessor's Estate, or any interest of Lessor in the Land or the Leased Premises, for any claim for labor or material, or for any other charge or expense, lien or security interest incurred in connection with Lessee's use of the Land, or the development, construction or operation of the Improvements, or any change, alteration or addition thereto. Lessee shall have the right to encumber Lessee's Estate with security instruments required in connection with the Approved Loans, which Approved Loans shall not require the Lessor's consent, and with utility easements and other customary easements necessary and incidental to the development, construction and operation of the Improvements, provided that such easements are subject to the approval of Lessor, which shall not be unreasonably withheld, conditioned or delayed. One year prior to the termination of the Lease, the Lessee shall provide the City notice of all easements on the property and the City shall have the sole right to determine whether the easement shall be removed from the property or continue to remain with the land. Lessee shall provide to the City all documents the City determines in its sole discretion are necessary to (1) evaluate said easements and (2) either remove from or continue said easements on the Leased Premises.

The Lessee shall not create or permit or suffer to be created or to remain upon the Lessor's Estate or any interest of Lessor in the Land or the Leased Premises, or upon the Leased Premises, or any part thereof, and will discharge, any lien (except as permitted in the preceding paragraph and/or Section 2.4 hereof), including, but not limited to, the liens of mechanics, laborers, materialmen, suppliers or vendors for work or materials alleged to be done or furnished in connection with the Leased Premises or the Project, or any part thereof. Except as permitted in the preceding paragraph and/or Section 2.4 hereof, if any claim of lien is filed against the Lessor's Estate or any interest of Lessor in the Land or the Leased Premises, or a stop notice is served on any other lender or other third party in connection with the Leased Premises or the Improvements, or upon the Leased Premises, or any part thereof, then the Lessee shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop

notice, effect the release of such lien or stop notice by delivering to the Lessor a surety bond in sufficient form and amount, or provide the Lessor with other assurance satisfactory to the Lessor that the claim of lien or stop notice will be paid or discharged. If the Lessee fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Lease, then in addition to any other right or remedy, the Lessor may (but shall be under no obligation to) following not less than 10 business days' written notice to Lessee, discharge such lien, encumbrance, charge, or claim at the Lessee's expense. Any expense incurred by Lessor pursuant to this Section shall be immediately due and payable by Lessee to Lessor as Additional Rent under this Lease within thirty (30) days of invoice from Lessor. The Lessee shall have the right to contest in good faith and by appropriate legal proceedings the validity or amount of any mechanics', laborers', materialmen's, suppliers' or vendors' lien or claimed lien; provided that the Lessee shall utilize all reasonable means (including the posting of adequate security for payment) to protect the Leasehold Estate, the Lessor's Estate and any other interest of Lessor in the Land or the Leased Premises against foreclosure. In addition to any other indemnities provided in this Lease, Lessee shall indemnify, protect, defend (with counsel of Lessor's choosing), and hold harmless the Indemnitees from any and all alleged or actual Claims arising by reason of or in connection with a contractor's lien or work, stop notice, labor, services, or materials supplied or claimed to have been supplied to Lessee or anyone holding the Leased Premises or the Improvements, or any part thereof, through or under Lessee.

Nothing in this Lease shall be construed as constituting the consent of the Lessor, expressed or implied, to the performance of any labor or the furnishing of any materials or any specific improvements, alterations of or repairs to the Leased Premises or the Project, or any part thereof, by any contractor, subcontractor, laborer or materialman, nor as giving the Lessee or any other person any right, power or authority to act as agent of or to contract for, or permit the rendering of, any services or the furnishing of any materials in such manner as would give rise to the filing of mechanics' liens or other claims against the Lessor's Estate or any other interest of Lessor in the Land or the Leased Premises. The Lessor shall have the right at all reasonable times to post and keep posted on the Leased Premises any notices which the Lessor may deem necessary for the protection of the Lessor and of Lessor's Estate or any other interest of Lessor in the Land or the Leased Premises from mechanics' liens or other claims. In addition, but subject to the paragraph above, the Lessee shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons doing any work or furnishing any materials or supplies to the Lessee, or any of its respective contractors or subcontractors in connection with the Leased Premises and the Project. The provisions of this Section shall survive the expiration or termination of this Lease.

Section 2.3 Permits, Licenses and Easements. Lessor shall not unlawfully obstruct or impede Lessee from seeking any and all permits, licenses, easements and other authorizations required by any Governmental Authority with respect to any construction or other work to be performed on the Leased Premises and, Lessor will not unlawfully obstruct or impede Lessee from obtaining as applicable, all permits, licenses, easements and other governmental authorizations that are necessary or helpful for electric, telephone, gas, cable television, water, sewer, drainage, access and such other public or private utilities or facilities as may be reasonably necessary or desirable in connection with the construction or operation of the Improvements. Payment of all fees, costs and expenses associated with any of the foregoing, including, without limitation, utility

connection fees and ongoing service fees, shall be the responsibility of Lessee, and Lessor shall have no responsibility to pay any such fees, costs or expenses.

Section 2.4 Title to Improvements.

(a) During the Term. Lessor hereby grants to Lessee, without warranty express or implied, any right, title, or interest that Lessor may have in the Improvements now or hereafter located on the Leased Premises. Notwithstanding any provision in this Lease to the contrary, the Improvements and all alterations, additions, equipment, and fixtures built, made or installed by Lessee in, on, under or to the Leased Premises or Improvements shall be the sole property of Lessee until the expiration of the Term or other termination of this Lease; provided, however, that Lessee shall have no right to destroy, demolish or remove the Improvements except as specifically provided for in this Lease or as approved in writing by Lessor. It is the intent of the parties hereto that this Lease shall create a constructive notice of severance of the Improvements from the Leased Premises without the necessity of a deed from Lessor after the Improvements have been constructed. Notwithstanding the foregoing, Lessee shall be permitted to demolish any improvements located on the Leased Premises as of the Commencement Date, provided that all work related to such demolition is performed in compliance with all Legal Requirements, including without limitation, all Environmental Laws.

(b) After the Term. Upon the expiration of the Term or other termination of the Lease, the Improvements and all alterations, additions, equipment and fixtures shall be deemed to be and shall automatically become the property of Lessor, without cost or charge to Lessor. Lessor agrees that Lessee, at any time prior to the expiration or other termination of this Lease, may remove from the Leased Premises any and all equipment which Lessee has furnished for maintenance purposes or for the use of the Management Agent, provided that Lessee shall repair any physical damage to the Leased Premises caused by the removal of such equipment and property. Lessee agrees to execute, at the request of Lessor at the end of the Term, a confirmatory quitclaim deed of the Improvements to Lessor to be recorded at Lessor's option and expense and any other documents that may be reasonably required by Lessor or Lessor's title company to provide Lessor title to the Leased Premises and the Improvements free and clear of all monetary liens and monetary encumbrances not caused or agreed to by Lessor. Without limiting the foregoing, upon the expiration or sooner termination of this Lease, Lessee shall deliver the Leased Premises and the Improvements to Lessor free of all monetary liens and encumbrances unless otherwise consented to in writing by Lessor. Any equipment or other personal property not removed from the Leased Premises by the expiration of the Term shall become the property of Lessor, and Lessor shall have the right to dispose of such equipment and property in the manner of Lessor's choosing. Lessee expressly waives the protections in Sections 1980-1993.09 of the California Civil Code, amended from time to time, as applicable. Lessee shall require Tenant Leases to include a waiver of the protections in Sections 1980-1992 of the California Civil Code, as amended from time to time, so long as there is no legal prohibition against a waiver of these provisions for residential tenancies.

Section 2.5 Benefits of Improvement During Term. Lessor acknowledges and agrees that any and all depreciation, amortization and tax credits for federal or state tax purposes relating to the Improvements located on the Leased Premises and any and all additions thereto,

substitutions therefor, fixtures therein and other property relating thereto shall be deducted or credited exclusively by Lessee during the Term.

ARTICLE 3.
RENTS

Section 3.1 Ground Rent. For each Lease Year during the Term during which rent charged to residential Tenants is restricted by a regulatory agreement recorded for the benefit of TCAC or another governmental agency that imposes rent restrictions that are more stringent than those set forth in Section 9.8 of this Lease ("Affordability Restrictions"), annual rent shall be paid by the Lessee to the Lessor in advance on or before the first calendar day of March each year ("Rent") in the nominal amount of $1.00 per Lease Year or partial Lease Year. If at any time during the Term, rent charged to residential Tenants is no longer restricted by Affordability Restrictions that are more stringent than those set forth in Section 9.8, then commencing upon the expiration of such restrictions, Lessee shall pay annual Rent in an amount equal to Market Rate Rent as determined in accordance with Section 4.3, commencing with the first month following the date the Affordability Restrictions no longer encumber the Improvements, in advance for each succeeding (or partial) year remaining in the Term.

Section 3.2 Payments. All Rent, Additional Rent, and other sums, if any, due to Lessor hereunder shall be paid by Lessee to Lessor at the address of Lessor set forth hereinafter for notices, or to such other person and/or at such other address as Lessor may direct by written notice to Lessee, without notice or demand, and without abatement, deduction or set off. Additional Rent or other sums shall be due and owing to Lessor within thirty (30) days of Lessor's demand to Lessee.

Section 4.3 Determination of Market Rate Rent. Market Rate Rent shall be the fair market rental value as reasonably determined by Lessor; provided however, if Lessee reasonably and in good faith disputes Lessor's determination of Market Rate Rent, then Market Rate Rent shall be determined by appraisal by an independent real estate appraiser with an MAI certificate or the equivalent mutually selected by Lessor and Lessee. If Lessor and Lessee cannot agree upon an appraiser, then each of Lessor and Lessee shall select, within fifteen (15) days following their inability to agree upon an appraiser, an MAI appraiser who has no less than ten (10) years of experience valuing residential apartment projects in Alameda County, California. If a party fails to select an appraiser within such fifteen (15) day period, then such party shall have irrevocably waived its right to select an appraiser. The two appraisers shall determine the Market Rate Rent. If the two appraisers are unable to agree upon the Market Rate Rent, then Market Rate Rent shall be the average of both determinations; provided however if the determinations of the two appraisers differ by ten (10%) or more, a third appraiser shall be selected jointly by the two appraisers, and the average of the highest two appraisals shall be used to determine the Market Rate Rent.

ARTICLE 4.
TAXES AND OTHER IMPOSITIONS; UTILITIES

Section 4.1 Payment of Impositions. As and when the same shall become due, Lessee will pay all of the Impositions, except that if any Imposition that Lessee is obligated to pay in whole or in part is permitted by law to be paid in installments, Lessee may pay or cause to be paid such Imposition (or its proportionate part thereof) in installments as and when such installments become due. Upon the written request of Lessor, Lessee shall provide to Lessor evidence satisfactory to Lessor of payment of all Impositions. During the first and last years of the Term, all Impositions shall become payable during each calendar, fiscal, tax or Lease Year, as applicable, shall be ratably adjusted on a per diem basis between Lessor and Lessee in accordance with the respective portions of such calendar, fiscal, tax, assessment or Lease Year during the Term. If any special assessments are payable in installments, Lessee shall pay only those installments that are due and payable during the Term.

Section 4.2 Lessor's Estate.

Notwithstanding anything contained in this Lease to the contrary, any and all Impositions for taxes and assessments charged against the value of Lessor's Estate shall be the responsibility and obligation of Lessor. Notwithstanding any contrary provision of this Lease, Lessee shall be responsible for payment of any possessory interest taxes payable in connection with this Lease and the Leasehold Estate.

Section 4.3 Contested Taxes and Other Impositions.

(a) Lessee, in its own name or in the name of Lessor if prior written consent of Lessor is obtained by Lessee, may contest the validity or amount of any Imposition relating to all or any portion of the Leased Premises, in which event the payment thereof, if authorized by applicable law, may be deferred during the pendency of such contest, if diligently prosecuted in good faith. If applicable law is silent on or expressly disallows deferring payment pending the contest of validity, Lessee shall timely pay any Imposition that is subject to dispute under protest, reserving any and all rights for repayment from the applicable taxing entity if resolution of such contest results in a decision or judgment in Lessee's favor.

(b) Intentionally omitted.

Section 4.4 Valuation Assessment/Property Tax Exemption.

If applicable, Lessee may attempt to obtain a lowering of the assessed valuation of the Leased Premises for any year or obtain a property tax exemption for the purpose of reducing taxes thereon. In such event, upon Lessee's request, Lessor may use reasonable efforts to assist Lessee in such endeavor; provided, however, that Lessor shall incur no liability or otherwise be construed as being in default under this Lease for any assistance (or limitation of assistance) provided to Lessee pursuant to this Section.

Section 4.5 Failure to Pay Impositions. If Lessee shall fail to pay any Impositions before the same become delinquent, except if Lessee is in good faith contesting such Impositions pursuant to Section 5.3 hereof, Lessor, at its sole election, may pay such Impositions (but shall not be obligated to pay same), together with any interest and penalties due thereon, and the amount so paid by Lessor shall be repayable to Lessor by Lessee, with an additional interest payment payable to Lessor in an amount of 10% of the total payment (including interest and

payments) paid by Lessor for the Imposition, or the maximum amount of interest allowable pursuant to law, whichever is less, within thirty (30) days as Additional Rent hereunder.

Section 4.6 Utilities. Lessee shall pay all charges for all utilities used, rendered or supplied upon or in connection with the Improvements and the operation or construction thereof including, but not limited to, all charges for gas, electricity, light, heat or power, all telephone and other communications services, all water and sewer service charges, and all sanitation fees or charges (all of the foregoing, collectively "Utility Charges") levied or charged against the Leased Premises during the Term; provided, however, that Lessee shall have no responsibility hereunder for the payment of Utility Charges for utilities supplied by the respective providers directly to Tenants for such Tenants' use in connection with the occupancy of their respective residential units unless otherwise provided in the applicable Tenant Lease. Notwithstanding any contrary provision of this Lease, Lessor shall have no responsibility for payment of any Utility Charges. There are existing public utilities located at Pacific Avenue. It will be the Lessee's responsibility to extend services to serve their development.

ARTICLE 5.
INSURANCE

Section 5.1 Required Insurance Coverage. Standard "All Risk" Casualty and Fire and Extended Coverage Endorsement. Lessee shall during the Lease Term keep the Leased Premises insured against loss or damage by a standard all risk policy, excluding earthquake risks, in amounts such that the proceeds of such insurance shall not be less than the full replacement value of the Leased Premises unless otherwise consented to in writing by City's Risk Manager.

(a) Liability Insurance. During the Lease Term, Lessee shall keep in full force and effect a policy or policies of comprehensive general liability insurance against liability for bodily injury to or death of any person arising out of an occurrence on or about the Leased Premises. The limits of such insurance shall be not less than Three Million Dollars ($3,000,000) combined single limit each occurrence, Six Million Dollars ($6,000,000) annual aggregate, including coverage for bodily injury, property damage, hired and non-owned automobile liability, products, completed operations and contractual liability coverage.

(b) Workers' Compensation Insurance. Lessee shall require all contractors performing work on the Leased Premises to carry workers' compensation insurance covering all persons employed in connection with the Leased Premises or the Improvements and with respect to whom death, bodily injury, or sickness insurance claims could be asserted against Lessor and/or Lessee. Lessee shall furnish or cause to be furnished to Lessor evidence satisfactory to Lessor that Lessee (if Lessee has any employees), and any contractor that has contracted for the performance of work on the Leased Premises, or otherwise pursuant to this Lease carries statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars ($1,000,000) per accident.

(c) Commercial Property Insurance. During the Lease Term, Lessee shall maintain property insurance coverage to cover full replacement value, to include improvements, and shall be written on an all-risk basis. The policy will also include a provision that protects the

location and the Lessor's interest if the Property is vacant and/or unoccupied for more than thirty (30) days. The policy must also include a business interruption provision to cover loan payments for twelve (12) to twenty-four (24) months if the property is damaged and cannot be sold or occupied.

(d) Builders' Risk Insurance. Upon commencement of construction and continuing until issuance of a certificate of occupancy, or equivalent for the Improvements, Lessee and all contractors working on behalf of Lessee shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming Lessor as loss payee as its interests may appear. During the course of any alteration, construction or reconstruction, the cost of which exceeds Two Hundred Fifty Thousand Dollars ($250,000), Lessee shall require any contractor to provide builders' risk insurance for the full insurable cost of the work and liability insurance in an amount not less than One Million Dollars ($1,000,000) combined single limit for bodily injury or property damage insuring the interests of Lessor, Lessee and any contractors and subcontractors.

(c) Pollution Legal Liability Insurance. During the course of construction, Lessee shall maintain Pollution Legal Liability Insurance with a combined single limit of $1,000,000 for each pollution incident, $2,000,000 aggregate, and with coverage to include legal liability arising from the sudden and accidental release of pollutants, and no less than a three-year extended reporting period. Also, this coverage is to include non-owned disposal coverage.

Section 5.2 Insurance Policies and Premiums.

(a) All liability policies required by this Lease shall be written on an occurrence basis, and shall name the Indemnitees as additional insureds.

(b) All policies of insurance shall include an endorsement that provides that notice of any change or cancellation of said policy must be made in writing and sent to Lessee and Lessor at their respective principal offices at least thirty (30) days before the effective date of change or cancellation.

(c) Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII.

(d) If any insurance policy or coverage required hereunder is canceled or reduced, Lessee shall, within fifteen (15) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with Lessor a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, Lessor may, with notice and at its option, procure such insurance coverage at Lessee's expense, and Lessee shall promptly reimburse Lessor for such expense upon receipt of billing from Lessor.

(e) The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Coverage provided by Lessee shall

be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by Lessor, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the Lessor. Lessee shall furnish the required certificates and endorsements to Lessor prior to the commencement of rehabilitation or construction work on the Project and shall provide Lessor with certified copies of the required insurance policies upon request of Lessor.

(e) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by City's Risk Manager. At the option of and upon request by City's Risk Manager, if it is determined that such deductibles or retentions are unreasonably high, the insurer shall reduce or eliminate such deductibles or self-insurance retentions or Lessee shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(f) Adjustments. The limits of the liability coverage and, if necessary, the terms and conditions of insurance, shall be reasonably adjusted from time to time (not less than every five (5) years after the Commencement Date nor more than once in every three (3) year period) to address changes in circumstances, including, but not limited to, changes in the purchasing power of the dollar and the litigation climate in California, provided that such adjustments are consistent with generally prevailing requirements for residential multi-family developments similar to the Project and located in the San Francisco/Alameda County area. Within thirty (30) days following Lessor's delivery of written notice of any such adjustments, Lessee shall provide Lessor with amended or new insurance certificates and endorsements evidencing compliance with such adjustments.

(g) Additional Insured. For all liability insurance required by this Agreement, Lessee (and Lessee's contractors, as applicable) shall obtain endorsements that name the Indemnitees as additional insured in the full amount of all applicable policies, notwithstanding any lesser minimum limits specified in this Agreement. This Agreement requires Lessee (and Lessee's contractors) to obtain and provide for the benefit of the Indemnitees, additional insured coverage in the same amount of insurance carried by Lessee (or Lessee's contractors, as applicable), but in no event less than the minimum amounts specified in this Agreement. In the event that Lessee (or Lessee's contractors as applicable) obtain insurance policies that provide liability coverage in excess of the amounts specified in this Agreement, the actual limits provided by such policies shall be deemed to be the amounts required under this Agreement. Without limiting the foregoing, the limits of liability coverage specified in this Agreement are not intended, nor shall they operate, to limit City's ability to recover amounts in excess of such minimum amounts.

Section 6.3 Proceeds of Insurance.

For so long as any Leasehold Mortgage on the Leased Premises is outstanding: All fire and standard risk or extended coverage (casualty) insurance proceeds shall be applied to the payment of the costs of repairing or rebuilding that part of the Leased Premises damaged or destroyed if (i) Lessee agrees in writing within ninety (90) days after payment of the proceeds of insurance that such repair or rebuilding is economically feasible, and (ii) each Lender permits

such repair or rebuilding, provided that the extent of the Lessee's obligation to restore the Leased Premises shall be limited to the amount of the insurance proceeds.

Notwithstanding anything to the contrary contained in this Lease, all such proceeds shall be applied in a manner consistent with the terms of the Leasehold Mortgages.

In the event that no Leasehold Mortgage is outstanding, all insurance proceeds received under the policies set forth in this Article 6 shall be paid to Lessee, provided that Lessee agrees that it shall apply such proceeds for reconstruction or repair of the Improvements unless such repair or reconstruction is not economically feasible.

To the extent any of the above provisions are inconsistent with the provisions of any of the Loan Documents, the Loan Documents shall be controlling.

Section 6.4 Limitation of Liability.

In addition to any other indemnities provided in this Lease, to the fullest extend permitted by law, Lessee shall indemnify, protect, defend (with counsel selected by or otherwise acceptable to Lessor), and hold harmless the Indemnitees from and against any and all Claims of every nature arising out of or in connection with, attributable to or otherwise occasioned, in whole or in part, by any act or omission of Lessee or Lessee's officials, officers, directors, employees, agents, contractors, servants, volunteers, tenants, assignees, licensees, or invitees, arising from or relating to (i) breach of Lessee's representations and warranties, (ii) the construction of the Improvements or operation of the Leased Premises; (iii) the use, occupation, improvement, or maintenance of the Leased Premises or any work or activity in or about the Premises by Lessee or its assignees or Tenants or their respective authorized representatives, licensees, or invites; (iv) any activity, condition, or occurrence in or about the Leased Premises; (v) the filing or potential filing of any liens against the Leased Premises in connection with any work done or caused to be done by lessee or its assignees or Tenants; (vi) any breach or failure to perform any obligation imposed on Lessee under this Lease; or (vii) any other actor omission of Lessee or its officials, officers, directors, employees, agents, contractors, servants, volunteers, Tenants, assignees, licensees, or invitees, except to the extent any such Claim is cause by the sole active gross negligence or willful misconduct of the Indemnitees.

(a) The provisions of this Section 6.4 and other indemnities provided in this Lease shall survive the expiration or termination of this Lease. The Lessee's obligations to hold harmless, indemnify, and defend shall not be excused because of Lessee's inability to evaluate Claims or because Lessee evaluates Claims and determines that Lessee is not liable to claimant. The obligations in this Section 6.4 and other indemnities provided in this Lease shall not in any way be limited by the minimum insurance obligations contained in this Lease. Lessee must respond within 30 days to the tender of any claim for defense and indemnity by the City.

(b) Modification for Construction Contracts. To the extent this Lease is a "construction contract" covered by California Civil Code section 2782, then Lessee's duty to indemnify, as specified in this Section 6.4 and other indemnities in this Lease, shall not apply in a manner prohibited by California Civil Code section 2782.

(c) Modification for Design Professional Services. To the extent this Lease is construed as an agreement for "design professional services" defined in California Civil Code section 2782.8, then Lessee's duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless Section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e).

ARTICLE 7
MAINTENANCE, ALTERATIONS, REPAIRS AND REPLACEMENTS

Section 7.1 Maintenance of Leased Premises; Landscaping. During the Term, at Lessee's sole cost and expense, Lessee shall keep and maintain the Leased Premises, all Improvements hereafter developed, and all appurtenances thereunto belonging, in good and safe order, condition and repair. All such maintenance and repair shall conform to and comply with all Legal Requirements affecting the Leased Premises.

Section 7.2 Landscaping Maintenance.

(a) The provisions of this Section 7.1.1 Care intended to satisfy, with respect to the Leased Premises, Condition No. 66 of the Conditions of Approval approved by the City of Livermore in connection with its approval of Planned Unit Development for File No. PUD-101.

(b) Lessee, at no expense to the Lessor and in compliance with all laws and regulations, shall maintain in healthful, attractive and reasonably weed-free manner all the landscaped areas related to the Project as shown in the landscaping plan approved by the City, listed in Exhibit G, and which may be amended or revised from time to time. "Landscaped areas" as used in this Lease shall mean plantings and irrigation systems which have been installed, or are proposed to be installed, pursuant to the City-approved landscaped plan for the Project including those in City right-of-ways. All plantings shall be maintained using generally accepted methods of cultivation to ensure reasonably normal, healthy plant growth. Maintenance shall include replacement of plantings, when necessary, and all ordinary and usual care, including, but not limited to, irrigation, fertilization, pest and disease control, weeding, rotation of plantings and the removal of trimmings, rubbish, debris, and other solid waste. Lessee shall, at no expense to the Lessor, install, maintain, repair, and replace, where necessary, such irrigation systems as are required to provide adequate irrigation in compliance with water conservation practices.

(c) If, in the reasonable judgment of the Public Works Director, Lessee has failed to maintain properly any landscaping as required by this Lease, the Lessor may perform such maintenance, at its sole option, after thirty (30) days' prior written notice to Lessee of such failure to maintain. In such event, the Lessor's performance of such maintenance shall be at the Lessee's sole expense and Lessee, upon demand by the Lessor, shall pay to the Lessor all reasonable expenses incurred by the Lessor in the performance of such maintenance.

(d) If any maintenance, repair, or replacement of landscaping needs immediate correction as a result of a public safety or health hazard, as reasonably determined by the City Public Works Director, and such maintenance is not performed, or cannot be performed,

by Lessee within twenty-four (24) hours of receipt of such notice thereof, the Lessor may perform or cause to be performed such maintenance at Lessee's expense, and Lessee, upon demand by the Lessor, shall pay to the Lessor all reasonable expenses incurred by the Lessor in the performance of such maintenance within thirty (30) days of Lessor's demand.

Section 7.3 Alterations to Leased Premises. Lessee may make any additions, alterations or changes (sometimes collectively referred to herein as "Alterations") in or to the Improvements subject, however, to the following conditions:

(a) No Alterations shall be made that would tend to impair the structural soundness of the Improvements;

(b) No Alterations shall be undertaken that are prohibited by, or would cause the Leased Premises, the Improvements, Lessee, or Lessor to be in breach or violation of any Legal Requirements, including those concerning prevailing wage, or this Lease;

(c) No Alterations shall be undertaken until Lessee shall have procured, to the extent the same may be required from time to time, all permits and authorizations of all applicable Governmental Authorities, all required consents of any Lender, and the consent of Lessor. Lessor shall not unlawfully obstruct the application for such permits or authorizations; and

(d) Any Alterations shall be performed in good and workerlike manner and in compliance with all applicable Legal Requirements and all applicable Insurance Requirements.

(e) Any and all Alterations shall be consistent with the use of the Leased Premises as authorized under this Lease.

(f) Any Alteration that will exceed the sum of Two Hundred Fifty Thousand Dollars ($250,000) in cost (increasing annually by the amount of the Consumer Price Index-Urban (CPI-U) for the San Francisco-Oakland-San Jose, California metropolitan area) shall require Lessor's advance written consent which shall not be unreasonably withheld.

Section 7.4 Indemnifications. Notwithstanding any other provision of this Lease to the contrary, and in addition to any other indemnities provided in this Lease, to the fullest extent permitted by law, Lessee hereby agrees to indemnify, protect, hold harmless and defend with counsel selected by or otherwise acceptable to Lessor) the Indemnitees from and against any and all Claims of every nature arising out of or relating to (1) Lessee's obligations under this Lease or the (2) construction or operation of the Improvements or any Alterations except to the extent any such Claim arises from the sole active gross negligence or willful misconduct of the Indemnitees. In addition, if any contractor or subcontractor which performed any construction work for Lessee or Lessee's affiliates on the Improvements or Alterations shall assert any Claim against Lessor or the Indemnitees on account of any damage alleged to have been caused by reason of acts of negligence of Lessee or Lessee's affiliates, members, partners, officers, directors, affiliates, agents, employees or construction contractors, Lessee shall defend at its own expense any suit based upon such Claim; and if any judgment or claim against Lessor shall be allowed, Lessee shall pay or cause to be paid or satisfied such judgment of claim and pay all

costs and expenses in connection therewith. The provisions of this Section shall survive the expiration or termination of this Lease. Lessee must respond within 30 days to the tender of any claim for defense and indemnity by the City. The provisions in Section 6.4(b), (c), and (d) of this Lease apply to this obligation to defend, indemnify, and hold harmless.

ARTICLE 8
MORTGAGE LOANS

Section 8.1 Intentionally omitted.

Section 8.2 Liens and Encumbrances Against the Leasehold Estate. The Lessee shall have the right to encumber the Leasehold Estate with leasehold deeds of trust, mortgages, and regulatory and affordability agreements related to the Approved Loans without Lessor's consent (collectively, "Liens") provided that all documents evidencing Liens other than those related to the Approved Loans reflected in the Financing Plan attached hereto, are consistent with the terms and conditions of this Lease and the Financing Plan. Lessee shall further have the right to encumber the Leasehold Estate with that certain Easement and License Agreement in substantially the form attached to Lessee's partnership agreement subject to the City's right to reasonably review and approve the final form of the Easement and License Agreement.

(a) For as long as there is any Lien securing any Approved Loan:

(1) Lessor shall not agree to any cancellation, termination (except for a termination for a default by Lessee which is not cured by Lessee or Lender in accordance with this Lease), or accept any surrender of this Lease, nor shall Lessor consent to any amendment or modification of this Lease without the prior written consent of the Lenders that have outstanding Approved Loans. In the event that Lessor receives competing or conflicting offers to cure any default under this Lease, Lessor shall accept the offers to cure in the following order: first, Lessee or the limited partner (or members, as applicable) therein, then each Lender in the same relative priority as their respective Liens.

(2) Notwithstanding any default by Lessee under this Lease, Lessor shall have no right to terminate this Lease or exercise any other right or remedies under this Lease unless Lessor shall have given the Lenders that have outstanding Approved Loans written notice of such default and such Lenders shall have failed to remedy such default or acquire the Leasehold Estate or commence foreclosure or other appropriate proceedings as set forth in, and within the time specified by, this Section 8.2.

(3) Any Lender that has an outstanding Approved Loan shall have the right, but not the obligation, at any time to pay any or all of the Rent, Additional Rent, or any other sums due pursuant to the terms of this Lease, and do any other act or thing required of Lessee by the terms of this Lease, to prevent termination of this Lease. Lessor shall provide each Lender that has an outstanding Approved Loan written notice of default concurrently with delivery of such notice to Lessee. Each Lender shall have the same period to cure such default as afforded to Lessee, extended by an additional twenty (20) days in the case of a monetary

default, and by an additional forty-five (45) days in the case of a nonmonetary default. The notice of default shall describe the action necessary to cure the default, and shall include, with respect to any monetary default, a detailed statement identifying the amounts due and the obligations to which amounts relate, and with respect to any non-monetary default, a detailed statement identifying the obligations breached and the cure expected by Lessor; provided, however, that if any nonmonetary default is not susceptible to cure within the applicable cure period, the Lender shall have such longer period, not to exceed an additional ninety (90) days, as may be necessary to cure the default, so long as such Lender is diligently prosecuting such cure to completion. All payments so made and all things so done shall be as effective to prevent a termination of this Lease as the same would have been if made and performed by Lessee instead of by the Lender(s).

(4) In addition to the cure periods described in the preceding paragraph (3), if the default is such that possession of the Leasehold Estate may be reasonably necessary to remedy the default, any Lender that has an outstanding Approved Loan shall have a reasonable time after the expiration of the applicable cure period described in the preceding paragraph (3) within which to remedy such default, provided that (A) such Lender shall have fully cured any default in the payment of any monetary obligations of Lessee under this Lease within the first sixty (60) days following Lessor's delivery of notice pursuant to subsection (3) of this Section 8.2(a) and shall continue to pay currently such monetary obligations when the same are due; (B) such Lender shall have acquired Lessee's Leasehold Estate hereunder or commenced foreclosure or other appropriate proceedings prior to or within 150 days following Lessor's delivery of notice pursuant to subsection (2) of this Section 8.2(a), and shall be diligently prosecuting the same; and (C) and after acquiring possession of the Leasehold Estate, such Lender shall diligently prosecute to completion such cures as may be reasonably possible to remedy nonmonetary defaults existing under this Lease. Any default under this Lease which by its nature cannot be remedied by Lender shall be deemed remedied upon Lender or its Nominee (as hereinafter defined) acquiring Lessee's interest in the Premises as provided in this Section and curing said default.

(5) Lessor shall promptly provide estoppel certificates reasonably requested by lenders or investors.

(6) If the Lenders are prohibited, stayed or enjoined by any bankruptcy or insolvency proceeding of any court, including without limitation a court having jurisdiction over Lessee in such proceeding, from commencing or prosecuting foreclosure proceedings, the times specified for commencing or prosecuting such foreclosure or other proceedings shall be extended for the period of such prohibition; provided that any Lender shall have fully cured any default in the payment of any monetary obligations of Lessee under this Lease, including without limitation any monetary obligations to third parties which have become, or threaten to become, liens against the Leased Premises or any portion thereof, and shall continue to pay currently such monetary obligations when the same fall due; provided, further, that, subject to subsection (1) of this Section 8.2(a), such Lender shall not interfere with Lessor's efforts to seek compliance by Lessee with any non-monetary obligation under this Lease.

(7) Lessor shall mail or deliver to any Lenders that have any outstanding Approved Loans a duplicate copy of any notice which Lessor may deliver to Lessee

pursuant to this Lease, including any notice of default. Lessee shall deliver to Lessor the name and contact information for all Lenders that have outstanding Approved Loans, including successors in interest to Approved Loans immediately upon demand of Lessor. Provided Lessee (or Lender) has delivered Lessor the name and contact information of the Lender having an outstanding Approved Loan, no notice of default by Lessor to Lessee shall be effective as to that Lender unless and until a copy of the notice shall have been mailed or delivered to such Lender as set forth in this Section.

(8) The foreclosure of an Approved Loan, any sale thereunder, whether by judicial proceedings or by virtue of any power contained in the leasehold mortgage securing the Approved Loan, or any conveyance of the Leasehold Estate created hereby from Lessee to a Lender through or in lieu of foreclosure (a "Foreclosure Event"), shall not require the consent of Lessor or constitute a breach of any provision of this Lease. In the event any Lender or its Nominee (as defined herein) becomes Lessee under this Lease by such means or pursuant to any new lease obtained under paragraph (9) of this Section 8.2(a) below, Lessor shall recognize the Lender or its Nominee as Lessee hereunder or under such new lease and the Lender or such Nominee, as applicable, shall be personally liable under this Lease or such new lease only for the period of time that the Lender or such Nominee, as applicable, remains Lessee thereunder (and such liability shall be limited to Lender's or Nominee's, as applicable, interest in the Leaseholder Estate), provided that the Lender or its Nominee attorns to Lessor and agrees to be subject to the restrictions of this Lease. If a Lender or its Nominee becomes the lessee under this Lease or any such new lease, the Lender shall have the right thereafter to assign or sublease this Lease or such new lease one time, provided that any assignee: (A) shall take the Leasehold Estate subject to all of the provisions of this Lease or such new lease, and (B) shall assume and agree to perform all obligations of Lessee under this Lease. Any further assignment shall be subject to the consent of Lessor, which consent shall not be unreasonably withheld. Nothing in this Section shall be construed to obligate any Lender to remedy any default of Lessee, except defaults that occur or continue (when such continuing defaults are susceptible to cure) during the period that the Lender is a lessee under this Lease,, and any failure of any Lender to complete any such cure after commencing the same shall not give rise to any liability of any Lender to Lessor or Lessee, except defaults that occur or continue (when such continuing defaults are susceptible to cure) during the period that the Lender is a lessee under this Lease .

(9) In the event (A) a Lender, its designee or another purchaser in foreclosure proceedings becomes the legal owner of the Leasehold Estate, (B) Lessor terminates this Lease by reason of any Event of Default (as defined herein), or (C) if the Lease is terminated for any other reason (including, without limitation, in connection with a bankruptcy proceeding) then, upon written request by Lender given within one hundred twenty (120) days after such transfer or receipt of notice of such termination of the Leasehold Estate, the City shall execute and deliver a new lease of the Leased Premises to such Lender, or its nominee, purchaser, assignee or transferee (the "Nominee"), provided that, except as provided in subsection (8) of this Section 8.2(a) if such Nominee is not the purchaser at a foreclosure sale and is not wholly owned by one or more Lenders, such Nominee is approved by Lessor in its reasonable discretion. Such new lease shall be substantially in the same form as this Lease, shall have a term equal to the remainder of the Lease Term with the same agreements, covenants, reversionary interests and conditions (except for any requirements which have been fulfilled by Lessee prior to termination or that is personal to Lessee) as are contained in this Lease and with priority equal to this Lease

with respect to encumbrances of Lessor's interest in the Land or the Leased Premises or encumbrances of Lessee's interest in the Leased Premises permitted or caused by Lessor (with Lessee's and Senior Lender's prior written approval), together with any provisions legally required in the event the Nominee is a governmental entity; provided, however, that any defaults by Lessee susceptible to cure by the Lender have been cured or reasonable assurance has been provided to Lessor that such defaults shall be cured. Upon execution and delivery of such new lease by Lessor and the Nominee, the Nominee shall have acquired all the right, title and interest of Lessee under this Lease prior to its termination. Lessor, shall cooperate in taking such action as shall be necessary to cancel and discharge this Lease and to remove Lessee from the Leased Premises. After such termination and cancellation of the Lease and prior to the expiration of the period within which Lender or Nominee may elect to obtain a new lease from Lessor, Lessor shall refrain from terminating any existing sublease or otherwise encumbering the Premises without the prior written consent of Lender or Nominee. Any new lease granted hereby shall vest in Lender or Nominee all right, title, interest, power and privileges of Lessee hereunder in and to the Premises, including, without limitation, the assignment of Lessee's interest in and to all then existing subleases and sublease rentals and the automatic vesting of title to all Improvements, fixtures and personal property of Lessee in Lender or Nominee. Lessee shall provide to Lender or Nominee and Lessor copies of any residential or commercial subleases and estoppels to disclose any obligations encumbering the Leased Premises. Such new lease shall provide, with respect to each and every permitted sublease shall be deemed to have recognized the sublessee under the sublease, pursuant to the terms of the sublease as though the sublease had never terminated but had continued in full force and effect after the termination of the Lease, and to have assumed all the obligations of the sublessor under the sublease accruing from and after the termination of the Lease, except that the obligation of the new lessee, as sublessor, under any covenant of quiet enjoyment, expressed or implied, contained in any such sublease shall be limited to the acts of such new lessee and those claiming by, under or through such new lessee. If more than one Lender is entitled to a new lease pursuant to this subsection, Lessor shall enter into such new lease with the lender whose mortgage or deed of trust that has the highest lien priority.

(10) If a Lender or Nominee subsequently transfers its interest under this Lease after acquiring such interest by foreclosure or deed in lieu of foreclosure and, in connection with any such transfer, the transferee obtains a mortgage or deed of trust encumbering such leasehold interest to secure all or any portion of the purchase price given to the Lender or Nominee for such transfer, then such mortgage or deed of trust shall be considered an Approved Loan hereunder, and the Lender shall be entitled to receive the benefit of and to enforce the provisions of this Lease or the new lease approved pursuant paragraph (9) of this Section 8.2(a).

(11) Unless the Lenders otherwise consent in writing, Lessor and Lessee each hereby waives, and agrees not to assert or otherwise take the benefit of, that portion of Section 365(d)4, or any other applicable provisions, of the United States Bankruptcy Code (11 U.S.C. Section 101 et seq.), which provides for the deemed rejection of a lease in certain circumstances, so long as the trustee is paying the rent due under the Lease and performs, or causes the performance of, the uses of the Leased Premises for the Project pursuant to this Lease.

(12) Subject to the rights of the Lenders, which shall have priority over all persons or entities given rights under this clause (12), any Investor limited partners (or members, as applicable) of Lessee shall have the same rights as any Lender authorized under paragraphs (2), (3) and (7) of this Section 8.2(a) of this Lease and any reference to a Lender in paragraphs 2), (3) and (7) of this Section 8.2(a) shall be deemed to include such limited partners (or members, as applicable).

(13) Lessor shall cooperate in including in this Lease by suitable amendment from time to time any provision which may reasonably be requested by any Lender or any proposed lender, for the purpose of implementing the mortgagee-protection provisions contained in this Lease and allowing such Lender or proposed lender reasonable means to protect or preserve the lien of the leasehold mortgage and the value of its security, and to include any additional rights and privileges reasonably requested to be added by such Lender. Lessor, subject to City Council approval which may be withheld, agrees to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that any such amendment shall not in any way affect Lessor's Estate or any other interest of Lessor in the Land or the Leased Premises, affect the Lease Term or rent under this Lease, or otherwise in any material respect adversely affect any rights of Lessor under this Lease.

(b) Notwithstanding any contrary provision of this Lease, in no event may any mortgage or other security instrument, including without limitation any Leasehold Mortgage, be recorded against Lessor's fee interest in the Land or reversionary interest in the Improvements without Lessor's prior written consent, which Lessor may grant or withhold in the exercise of Lessor's sole discretion.

(c) Intentionally omitted.

(d) Notwithstanding any contrary provision hereof, if prior to completion of construction of the Improvements, a Lender completes a foreclosure sale or accepts a deed in lieu of foreclosure, such Lender or such Lender's nominee may complete construction with modifications to the Construction Plans as necessary to make the Project economically feasible and as reasonably approved by the City of Livermore provided that such modifications will not result in a reduction in the number of residential units, a reduction in the number of on-site parking spaces, or a significant reduction in Project common space or amenities.

Section 8.3 Cost of Approved Loans to be Paid by Tenant. Lessee affirms that it shall bear all of the costs and expenses in connection with (a) the preparation and securing of the Approved Loans, (b) the delivery of any instruments and documents and their filing and recording, if required, and (c) all taxes and charges payable in connection with the Approved Loans.

Section 8.4 Proceeds of Approved Loans. It is expressly understood and agreed that all Approved Loan proceeds shall be paid to and become the property of Lessee, and that Lessor shall have no right to receive any such Approved Loan proceeds.

Section 8.5 Notice and Right to Cure Defaults Under Approved Loans. Upon the recording of a memorandum of this Lease, Lessor may record in the Official Records of the County of Alameda a request for notice of any default under each Approved Loan. In the event of default by Lessee under an Approved Loan, Lessee or Lessor shall have the right, but not the obligation, to cure the default in accordance with the Loan Documents. Any payments made by Lessor to cure a default shall be treated as Additional Rent due from Lessee hereunder, which shall be paid within thirty (30) days of the date on which the payment was made by Lessor.

Section 8.6 Rights of Investor. The Investor shall have the same notice and cure rights as any Lender for so long as it is a limited partner of Lessee; provided however, the references in this Section 8 to additional cure periods of Lender to permit Lender to foreclose shall instead refer to Investor's actions to remove the general partner of Lessee.

Section 8.7 Right to Pay Taxes and Senior Mortgage. All Lenders shall have the right (but not the obligation) to pay any taxes payable by Lessor with respect to the Leased Premises, and to cure any monetary or nonmonetary default by Lessor under any mortgage or other encumbrance on the Leased Premises which has priority over this Lease; and, if a Lender does so pay or cure, Lessor agrees that it will reimburse the Lender for the amount thereof promptly following request by the Lender therefor.

ARTICLE 9.

In the event of any conflict between this Article 9 and any other term or provision of this Lease this Article 9 shall control.

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 9.1 Representations, Warranties and Covenants of Lessor. As an inducement to Lessee to enter into and proceed under this Lease, Lessor warrants and represents to Lessee as follows, which warranties, representations and covenants are true and correct as of the date of this Lease, to the actual knowledge of Lessor:

(a) Lessor has good and marketable, fee simple title to the Leased Premises, subject only to encumbrances of record or disclosed in writing to Lessee ("Permitted Encumbrances"), and has the right, power and authority to enter into this Lease and to lease the Leased Premises to Lessee in accordance with the terms, provisions and conditions contained in this Lease, and no other party has any right or option to or in connection with Lessor's interest in the Leased Premises; and Lessor shall not encumber the fee interest in the Leased Premises without Lessee's and Senior Leander's prior written consent.

(b) there is no litigation or action, pending or threatened, affecting the Leased Premises or any streets or other public rights-of-way abutting or serving the Leased Premises;

(c) Lessor has received no written notice and has no knowledge, nor has Lessor been otherwise advised, of any pending or threatened Taking relating to all or any part of the Leased Premises;

(d) Lessor has received no written notice and has no actual knowledge of the intention of any party holding an easement affecting the Leased Premises or any part thereof to expand the exercise of any such easement beyond the current scope permitted by the applicable Permitted Encumbrance;

(e) the entry by Lessor into this Lease with Lessee and the performance of all of the terms, provisions and conditions contained herein will not, or with the giving of notice or the passage of time, or both, would not, violate or cause a breach or default under any other agreement relating to the Leased Premises to which Lessor is a party or by which it is bound, including, without limitation, the Permitted Encumbrances;

(f) except as disclosed to Lessee or as is apparent from Lessee's inspection, there is no tenant, lessee or other occupant of the Leased Premises having any right or claim to possession or use of the Leased Premises;

(g) there are no unpaid special assessments of which Lessor has received notice for sewer, sidewalk, water, paving, gas, electrical or utility improvements or other capital expenditures affecting the Leased Premises;

(h) there are no outstanding notices of, nor, to Lessor's knowledge, any violations of any Legal Requirements affecting any portion of the Leased Premises that materially affect the development of the Improvements;

(i) To Lessor's actual knowledge, except as disclosed in that certain Phase 1 Environmental Site Assessment dated June 2021, prepared by Geocon Consultants ("Environmental Report"), neither the Leased Premises nor any part thereof has been used for the disposal of refuse or waste, or for the generation, processing, manufacture, storage, handling, treatment, transportation or disposal of any Hazardous Materials, as provided to the Lessee through the DDLA. To Lessor's actual knowledge, except as disclosed in the Environmental Reports, no Hazardous Materials have been installed, used, stored, handled, or located on or beneath the Leased Premises, which Hazardous Materials, if found on or beneath the Leased Premises, or improperly disposed of away from the Leased Premises, would subject the owner or occupant of the Leased Premises to damages, penalties, liabilities or an obligation to perform any work, cleanup, removal, repair, construction, alteration, demolition, renovation or installation in or in connection with the Leased Premises ("Environmental Cleanup Work") in order to comply with any Legal Requirements applicable to Hazardous Materials. To Lessor's actual knowledge, there is no notice from any Governmental Authority or any Person, claiming any violation of any Legal Requirement pertaining to Hazardous Materials or any liability thereunder, or requiring or calling any attention to the need for any Environmental Cleanup Work on or in connection with the Leased Premises, and neither Lessor, its agents or employees has ever been informed of any threatened or proposed serving of any such notice of violation or corrective work order. To Lessor's actual knowledge, except as disclosed in the Environmental Reports, no part of the Leased Premises is affected by any "Hazardous Materials Contamination," which for purposes

hereof, shall mean (i) the contamination of any improvement, facilities, soil, subsurface strata, ground water, ambient air, biota or other elements on or of the Leased Premises by Hazardous Materials, or (ii) the contamination of the buildings, facilities, soil, subsurface strata, ground water, ambient air, biota or other elements on, or of, any other property as a result of Hazardous Materials emanating from the Leased Premises.

Section 9.2 Representations, Warranties and Covenants of Lessee.

As an inducement to Lessor to enter into and to proceed under this Lease, Lessee warrants and represents to Lessor as follows, which warranties, representations and covenants are true and correct as of the date of this Lease:

(j) Authority. Lessee has the right, power and authority to enter into this Lease and the right, power and authority to comply with the terms, obligations, provisions and conditions contained in this Lease;

(k) No Breach of Obligations. The entry by Lessee into this Lease and the performance of all of the terms, provisions and conditions contained herein will not, or with the giving of notice or the passage of time, or both, would not, violate or cause a breach or default under any other agreements to which Lessee is a party or by which it is bound.

Section 9.3 Hazardous Materials. Lessee (i) shall not cause or permit any Hazardous Materials to be placed, held, located or disposed of on, under or at the Leased Premises or any part thereof, except in commercially reasonable amounts used in the construction and operation of the Improvements and in accordance with Legal Requirements, and (ii) shall not cause or permit any Hazardous Materials contamination of the Leased Premises or any part thereof.

Section 9.4 Relocation Obligations and Indemnity. Lessee covenants that persons residing on the Leased Premises shall not be displaced before suitable temporary replacement housing is available within the Project or elsewhere. Lessee shall ensure that all occupants of the Leased Premises receive all notices, benefits and assistance to which they are entitled in accordance with California Relocation Assistance Law (Government Code Section 7260 *et seq.*), all state and local regulations implementing such law, and all other applicable federal, state, or local relocation law, regulation, or policy, including but not limited to the Uniform Relocation Act (42 U.S.C. § 4601 *et seq.*) and implementing regulations (collectively referred to herein as "Relocation Laws"). Any and all costs incurred in connection with the temporary and/or permanent displacement and/or relocation of occupants of the Leased Premises, including without limitation payments to a relocation consultant, moving expenses, and payments for temporary and permanent relocation benefits pursuant to Relocation Laws shall be paid by Lessee, and Lessor shall have no responsibility for payment therefor. Lessee shall be liable for any and all claims for applicable relocation benefits sought by any current, former or future tenant of the Land or the Improvements existing or to be constructed on the Land pursuant to this Lease.

In addition to any other indemnities provided by Lessee in this Lease, to the fullest extent permitted by law, Lessee shall indemnify, protect, defend (with counsel selected by or otherwise acceptable to Lessor), and hold harmless the Indemnitees from and against any and all alleged or actual Claims arising out of or in connection with the breach of Lessee's obligations set forth in

this Section or arising directly or indirectly from the transfer of the Leased Premises to the Lessee, including without limitation Claims for relocation benefits and assistance under any Relocation Laws, all leasehold interests and rights of tenancy or occupancy, any bonus value, lost income (past or future), failure to locate a suitable replacement residential location, lost rental income or sublease or license income, severance damages (if any), pre-condemnation damages (if any), economic or consequential damages, professional consultant fees, attorneys' fees and costs, expert witness fees and costs, and any and all compensable interests, and/or damages, and/or claims, of any kind and nature, claimed or to be claimed, suffered or to be suffered, by any person or entity that is or claims to be a current or former tenant or sub-tenant or occupant with a right to use or occupy the Leased Premises. The provisions of this Section shall survive the expiration or termination of this Lease. The provisions in Section 6.4(b), (c), and (d) of this Lease apply to this obligation to defend, indemnify, and hold harmless.

Section 9.5 Hazardous Materials Indemnification. In addition to any other indemnities provided in this Lease, to the fullest extent permitted by law, from and after the Commencement Date, Lessee shall indemnify, protect, hold harmless and defend (with counsel selected by or otherwise acceptable to Lessor) the Indemnitees from and against any and all Claims arising directly or indirectly, in whole or in part, out of (i) any activity by Lessee, or its officials, officers, directors, employees, agents (including, without limitation, the Management Agent), contractors, subcontractors, tenants, subtenants, customers, guests, servants, representatives, volunteers, assignees, licensees, affiliates, members, partners, or invitees carried on or undertaken on or off the Leased Premises in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Materials located or present in, on, under or about the Leased Premises; or (ii) the failure of Lessee or its officials, officers, directors, employees, agents (including, without limitation, the Management Agent), contractors, subcontractors, tenants, subtenants, customers, guests, servants, representatives, volunteers, assignees, licensees, affiliates, members, partners, or invitees to comply with any Environmental Laws relating to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation, or disposal of Hazardous Materials into, on, under or from the Leased Premises, except to the extent any such Claim arises from the sole active gross negligence or willful misconduct of the Indemnitees. The provisions of this Section shall survive the expiration or termination of this Lease. The provisions in Section 6.4(b), (c), and (d) of this Lease apply to this obligation to defend, indemnify, and hold harmless.

Notwithstanding any contrary provision hereof, the indemnity provided in this Section 9.5 shall not apply to Claims arising in connection with or resulting from Hazardous Materials present on the Property prior to the Commencement Date including as identified in that certain Environmental Site Assessment dated June 2021, prepared by Geocon Consultants, except to the extent such Claims result from or arise out of or in connection with the acts or omission of Lessee or its officials, officers, directors, employees, agents (including, without limitation, the Management Agent), contractors, subcontractors, tenants, subtenants, customers, guests, servants, representatives, volunteers, assignees, licensees, affiliates, members, partners, or invitees or relate to or arise in connection with the demolition of existing improvements on the Leased Premises including without limitation, the release, transportation or disposal of Hazardous Materials in connection with such demolition.

Section 9.6 Prevailing Wage Requirements. If required by applicable federal and state law, Lessee and its officials, officers, directors, employees, agents (including, without limitation, the Management Agent), contractors, subcontractors, tenants, subtenants, customers, guests, servants, representatives, volunteers, assignees, licensees, affiliates, members, partners, and invitees shall comply with the federal Davis Bacon Act and implementing regulations and with California Labor Code Section 1720 *et seq*. and the regulations adopted pursuant thereto (all of the foregoing, collectively, "**Prevailing Wage Laws**"), and shall be responsible for carrying out the requirements of such provisions. To the greatest extent permitted by law, Lessee shall indemnify, defend (with counsel selected or otherwise acceptable by Lessor) and hold the Indemnitees harmless from and against all Claims which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation, all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781) or the requirement of competitive bidding in connection with the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Lease, including but not limited to the Prevailing Wage Laws, or any act or omission of Lessee or its officials, officers, directors, employees, agents (including, without limitation, the Management Agent), contractors, subcontractors, tenants, subtenants, customers, guests, servants, representatives, volunteers, assignees, licensees, affiliates, members, partners, and/or invitees related to this Lease with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such Claims. The provisions of this Section shall survive the expiration or earlier termination of this Lease. The provisions in Section 6.4(b), (c), and (d) of this Lease apply to this obligation to defend, indemnify, and hold harmless.

Section 9.7 Compliance with Laws. Lessee shall carry out and shall cause its officials, officers, directors, employees, agents, agents (including, without limitation, the Management Agent),contractors, subcontractors, tenants, subtenants, customers, guests, servants, representatives, volunteers, assignees, licensees, affiliates, members, partners, or invitees to carry out the construction of the Project, and shall operate the Project in conformity with all applicable federal, state and local laws, rules, ordinances and regulations (**"Applicable Laws"**), including without limitation, all applicable federal and state labor laws and standards, Section 3 of the Housing and Community Development Act of 1974, as amended (if applicable), applicable provisions of the California Public Contracts Code (if any), the City's zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq*., Government Code Section 4450, *et seq*., Government Code Section 11135, *et seq*., and the Unruh Civil Rights Act, Civil Code Section 51, *et seq*. To the fullest extent permitted by law, Lessee shall indemnify, defend (with counsel selected by or otherwise acceptable to Lessor) and hold harmless the Indemnitees from and against any and all Claims arising in connection with or related to the breach of Lessee's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. This Section shall survive the expiration or termination of this Lease. The provisions in Section 6.4(b), (c), and (d) of this Lease apply to this obligation to defend, indemnify, and hold harmless.

Section 9.8 Affordability and Use Restrictions. Lessee hereby covenants and agrees that the Leased Premises shall be used solely for the operation of a multifamily rental senior housing development in compliance with the requirements set forth herein. Throughout the Affordability Term, (as defined in Section 1.1(e) Lessee agrees that: (i) not less than 16 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than twenty percent (20%) of AMI, (ii) not less than 8 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than thirty percent (30%) of AMI; (iii) 43 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than fifty percent (50%) of AMI, for a total of 68 of the residential units in the Project restricted to extremely low and very low income households; (iv) 9 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than sixty percent (60%) of AMI ("Restricted Unit(s)"); and (v) all units, except for one (1) of the residential units in the Project which shall be a manager's unit for which rent will not be restricted, will be restricted by the TCAC restrictive covenant to be recorded when the units are placed-in-service by TCAC's definition ("TCAC Units"). The Restricted Units shall have maximum unit occupancy standards established according to TCAC regulations or in the absence of such regulations shall be two persons per bedroom plus one additional person. A total of 78 units will be allocated to the Local Housing Trust Fund (LHTF). Presumed occupancy for the purposes of determining Restricted Rent shall be based upon TCAC rules, but in absence of those rules, shall be as follows: 1 person occupying a studio unit; 2 persons occupying a one-bedroom Unit; and, 3 persons occupying a two-bedroom unit. The intent of the affordability restrictions in this Section 9.8 is to duplicate the restrictions set forth in the Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants by and between the Lessor and Lessee dated on or about the same date of this Lease (the "City Regulatory Agreement"), as such during the term of the Regulatory Agreement, Lessee's compliance with the Regulatory Agreement shall be deemed compliance with this Section 9.8 and any conflicts between this Section 9.8, or any other section of this Lease, and the Regulatory Agreement shall be resolved in favor of the Regulatory Agreement.

Number of Targeted Low-Income Units	Percent of Area Median Income (AMI) (20%-50%)	Percentage of Low-Income Units (before rounding down)
16	20%	20.51
9	30%	11.54
43	50%	55.13
10	60%	12.82

Following expiration of the Affordability Term and through the remainder of the Lease Term, at least forty-nine percent (49%) of the residential units in the Project, other than the management units, shall be restricted for Seniors earning up to 60% of Area Median Income.

In the event that recertification of tenant incomes indicates that the number of Restricted Units actually occupied by Eligible Households falls below the number reserved for each income group as specified in this section, Lessee shall rectify the condition by renting the next available dwelling unit(s) in the Project to Eligible Household(s) until the required income mix is achieved. A dwelling unit shall qualify as "Rent Restricted" if the gross rent charged for such unit does not exceed the Affordable Rent for the applicable household income category as set forth herein.

9.8.1. Project Based Section 8 Units. To the extent allowed under the rules and regulations applicable to such program, Lessee agrees that Project Based Section 8 assistance received for the Project shall be prioritized to those Restricted Units serving the lowest income tenants in the Project. Notwithstanding any contrary provision of this Agreement, for units that are subsidized with Section 8 project-based vouchers, the rules and regulations applicable to such program shall prevail with respect to the setting of rents, implementation of occupancy requirements, and determination of gross household income.

9.8.2 Tenant Recertification. In the event that recertification of tenant incomes indicates that the number of Restricted Units actually occupied by Eligible Households falls below the number reserved for each income group as specified in this Section 9.8, Lessee shall rectify the condition by renting the next available dwelling unit(s) in the Project to Eligible Household(s) until the required income mix is achieved. A dwelling unit shall qualify as "Rent Restricted" if the gross rent charged for such unit does not exceed the Affordable Rent for the applicable household income category as set forth in Section 9.8.

Notwithstanding anything to the contrary contained in this Agreement, if other Project lenders, Project investors, or regulatory agencies restrict a greater number of units than restricted by this Agreement or require stricter household income eligibility or affordability requirements than those imposed hereby, the requirements of such other lenders, investors or regulatory agencies shall prevail, including without limitation, the rent and occupancy requirements imposed in connection with the use of project based vouchers or other rent subsidies.

9.8.3 Disabled Persons Occupancy.

a) Lessee shall cause the Project to be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

b) To the fullest extent permitted by law, Lessee shall indemnify, protect, hold harmless and defend (with counsel selected by or otherwise acceptable to Lessor) the Indemnitees from and against Claims arising out of or related to Lessee's, or Lessee's officials, officers, directors, employees, agents, (including, without limitation, the Management Agent), contractors, subcontractors, tenants, subtenants, customers, guests, servants, representatives, volunteers, assignees, licensees, affiliates, members, partners, or invitees failure to comply with the Accessibility Requirements. The provisions in Section 6.4(b), (c), and (d) of this Lease apply to this obligation to defend, indemnify, and hold harmless.

9.8.4 Loss of Subsidy.

It is anticipated that certain Restricted Units in the Project (the "Subsidy Units") will receive Project-Based Section 8 or other rental subsidies (the "Rental Subsidy") throughout the Term, as reflected in the Financing Plan for the Project. If any change in federal law occurs, or any action (or inaction) by Congress or any federal or state agency occurs, which results in a material reduction, termination or nonrenewal of the Rental Subsidy through no fault of the Lessee, such that the Rental Subsidy shown on the Finance Plan for the Project approved by the Lessor is no longer available, Lessee shall, in anticipation of such loss in Rental Subsidy, use good faith efforts for a period of ninety (90) days, to identify and obtain alternative sources of rental subsidies and shall provide the Lessor progress reports on Lessee's efforts to identify and obtain alternative sources of rental subsidies. If at the end of such ninety (90) day period, Lessee is unable to secure an alternate source of rental subsidy, notwithstanding Section 9.8.2, Lessee may increase the rent on one or more of the Restricted Units that overlap with a Subsidy Unit, up to sixty percent (60%) of AMI ("TCAC Maximum Rent Limit"), subject to the following requirements:

a) Any such rent increase must be pursuant to a transition plan approved by the Lessor showing how the rent increase will be implemented, and which Restricted Units will be subject to the increase, and, if applicable, be consistent with remedial measures set forth in California Code of Regulations Title 4, Division 17, Chapter 1, Section 10337(a)(3) or successor regulation applicable to California's Federal and State Low Income Housing Tax Credit Program;

b) At the time Lessee requests an increase in the Restricted Unit rent, Lessee shall provide the Lessor with a copy of the proposed Annual Operating Budget showing the impact of the loss or reduction of the Rental Subsidy;

c) Any subsequent rent increases remain subject to Section 9.8.4 above; and,

d) The number of Restricted Units subject to the rent increase and the level of rent increase may not be greater than the amount required to ensure that the Project generates sufficient income to cover its operating costs and debt service as shown on the Annual Operating Budget, and as is necessary to maintain the financial stability of the Development.

e) Upon receipt of any alternative rental subsidies, Lessee shall reduce the rents on the Restricted Units back to the Affordable Rents set out in Section 9.8, to the extent that the

alternative rental subsidies provide sufficient income to cover the operating costs and debt service of the Project as shown on the Annual Operating Budget.

9.8.5 Rent Increases on Foreclosure.

In the event that a Senior Lender (as defined in the Loan Agreement) foreclosures on the Project (or receives a deed in lieu of foreclosure), the rents may be increased as described in Section 9.8.4 Section 2.1 above.

In no event shall fewer than 49% of all units in the Project be maintained as Restricted Units at or below 60% of Area Median Income. Any such rent increase shall be implemented in phases and be subject to a transition plan approved by the Lessor. The transition plan shall, at a minimum, (1) outline the phased rent increases, (2) identify which Restricted Units are subject to rent increases, and (3) state the operating income and expenses for the Project, which shall include a comparison of the pre-foreclosure rent structure and the proposed rent increases.

:

9.8.6 Rents for Restricted Units; Unit Sizes.

For all Restricted Units rents shall be limited to Affordable Rents for households of the applicable income limit and presumed household size in accordance with TCAC Standards. In the event that TCAC no longer publishes the income and rent information that this Lease contemplates that TCAC will publish, respectively, the Lessor shall provide Lessee with other income and rent determinations which are reasonably similar with respect to methods of calculation to those previously published by TCAC, as applicable. Notwithstanding the foregoing, no tenant qualifying for a Restricted Unit shall be denied continued occupancy of a unit in the Project because, after admission, such tenant's household income increases to exceed the qualifying limit for such Restricted Unit. A household which at initial occupancy qualifies in a particular income category shall be treated as continuing to be of such income category so long as the household's gross income does not exceed one hundred forty percent (140%) of the applicable income limit. In the event the gross household income of a household that qualified at the applicable income limit at initial occupancy exceeds the applicable income limit for a unit, that unit will continue to be considered as satisfying the applicable income limit if the unit remains Rent-Restricted. In the event a tenant's household income exceeds the limits specified in this Section, Lessee shall apply the rules applicable to the Project pursuant to Section 42 of the Internal Revenue Code of 1986, as amended and the federal Regulations applicable thereto. In the event of inconsistency between the provisions of this Section and the rules applicable to the Project in connection with low-income housing tax credits, the rules applicable pursuant to such financing source shall prevail.

a) For the purpose of determining whether a household is an Eligible Household, gross household income shall be determined in accordance with TCAC regulations and federal regulations applicable to low-income housing tax credits.

b) Subject to Section 9.8.3(a), if, upon recertification of the income of a Tenant of a City-Assisted Unit, Lessee determines that a Tenant of a Restricted Unit has an Adjusted Income exceeding the maximum qualifying income for a 50% AMI Household, such Tenant shall be

permitted to continue occupying the Restricted Unit and upon sixty (60) days written notice, the Rent may be increased to one-twelfth (1/12th) of thirty percent (30%) of the actual Adjusted Income of the Tenant, and Lessee shall rent the next available Unit of the appropriate size to a 20% AMI Household, a 30% AMI Household, a 40% AMI Household, or a 50% AMI Household, as applicable, at a Rent not exceeding the maximum Rent specified in Section 2.2, or designate another Unit in the Development with a 20% AMI Household as a 20% Unit, a 30% AMI Household as a 30% Unit, a 40% AMI Household as a 40% Unit, or a 50% AMI Household as a 50% Unit, as applicable, at a Rent not exceeding the maximum Rent specified in Section [2.2(a)].

c) Initial Rents are subject to Lessor approval. Rents may not be increased more often than once every twelve (12) months and by no more than five percent (5%) per year. Borrower shall provide each Tenant with at least sixty (60) days written notice of any increase in Rent applicable to such Tenant.

Section 9.9 Selection of Tenants.

In order to ensure that there is an adequate supply of affordable housing within the City of Livermore for senior residents within the City, including an application preference for Veteran Seniors, as defined in the Regulatory Agreement, to the extent permitted by law (including but not limited to federal, state and local fair housing laws) and consistent with the program regulations for funding sources used for development of the Project, applications will be selected pursuant to an equitable selection method, and in accordance with City approved guidelines. Notwithstanding the foregoing, in the event of a conflict between this provision and the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, or HUD Regulations applicable to the Project, the provisions of such Section 42 and HUD Regulations shall control. Lessee shall comply with City's Affirmative Marketing Policies or other rental policies and procedures as they may be amended from time-to-time.

Section 9.10 Reporting Requirements; Access to Information; Inspections.

(a) Tenant Certification. Lessee or Lessee's authorized agent shall obtain from each household prior to initial occupancy of each residential unit in the Project (except the manager's unit), and on every anniversary thereafter, a written certificate containing all of the following in such format and with such supporting documentation as Lessor may reasonably require: (i) the identity of each household member; and (ii) the total gross household income. Lessee shall retain such certificates for not less than five (5) years, and upon City's request, shall provide copies of such certificates to City and make the originals available for City inspection.

(b) Annual Report. Following completion of construction of the Project, on each April 1 during the term of this Lease, Lessee shall submit an annual report ("**Annual Report**") to the Lessor in form satisfactory to Lessor, together with a certification that the Project is in compliance with the requirements of this Lease. Notwithstanding the Annual Report requirements, Lessee shall submit to the City an initial lease up report containing the tenant certification and occupancy information described in this section. The Annual Report shall, at a minimum, include the following information for each dwelling unit in the Project: (i) unit number and name; (ii) number of bedrooms; (iii) current rent and other charges; (iv) move in

date and dates of any vacancies during the previous year; (v) number of people residing in the unit; (vi) total gross household income of residents; (vii) documentation of source of household income; and (viii) the information required by Paragraph (a). Lessee shall include with the Annual Report, an income recertification for each household, documentation verifying tenant eligibility, and such additional information as Lessor may reasonably request from time to time in order to demonstrate compliance with this Lease. The Annual Report shall conform to the format requested by Lessor; provided however, during such time that the Project is subject to a regulatory agreement restricting occupancy and/or rents pursuant to requirements imposed in connection with the use of state or federal low-income housing tax credits, Lessee may satisfy the requirements of this Section that pertain to tenant income certification and rents by providing Lessor with a copy of compliance reports required in connection with such financing.

In addition to the information described above, the Annual Report shall include the following:

(i) A Project income and expense statement for the reporting period;

(ii) Proposed annual budget for the next fiscal year which sets forth Lessee's estimate of operating income, operating expenses and debt service for the year, amounts payable to reserves and proposed rent adjustments;

(iii) A report on maintenance and other issues anticipated to affect the current budget needs of the Project as well as the amount in the Project's reserve accounts and the amount expected to be needed for major repairs or other needs during the new fiscal year;

(iv) Information on the status of the waiting list for units, including the number of households on the list; and

(v) A financial audit of the books and records of the Project prepared in accordance with generally accepted auditing standards by an independent certified public accountant.

(vi) Lessor may, from time to time request additional or different information, and Lessee shall promptly supply such information in the reports required hereunder.

(c) Maintenance of Records, Inspections. Lessee shall maintain copies of tenant leases, income certifications and other matters related to the leasing of the residential units in the Project for a period of five (5) years after the final date of occupancy by the tenant. Lessee shall provide Lessor and its authorized agents and representatives access to and copies of any books, documents, papers and records of the Project for the purpose of making audits, examinations, excerpts and transcriptions. With 48-hours' notice, during normal business hours and as often as may be deemed necessary, Lessor and its authorized agents and representatives shall be permitted access to and the right to examine the Improvements and the Leased Premises and to interview employees of the Project, for the purpose of verifying compliance with applicable regulations and compliance with the conditions of this Lease.

Section 9.11 Non-Discrimination; Compliance with Fair Housing Laws. Lessee shall not restrict the rental, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Leased Premises, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual

orientation, disability, marital status, ancestry, or national origin of any person. Lessee covenants for itself and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Lessee or any person claiming under or through Lessee 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, of, or for the Property or part thereof. Lessee shall include such provision in all leases and rental agreements affecting the Leased Premises or part thereof, and shall enforce the same diligently and in good faith.

Section 9.12 Fair Housing. Lessee shall comply with state and federal fair housing laws in the marketing and rental of the units in the Project. Lessee shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

Section 9.13 Management Entity and Replacement of Management Agent. City shall be notified at least 90 days prior to any changes in the Management Entity and shall have the right to review and approve the qualifications of the management entity proposed by Lessee for the Project and shall have the right to review and approve any agreement prior to execution between Owner and the management entity, which approval shall not be unreasonably withheld, conditioned or delayed. The contracting of management services to a management entity shall not relieve Lessee of its primary responsibility for proper performance of management duties. City hereby approves Satellite Affordable Housing Associates Property Management Corporation as the initial management entity for the Project. Any subsequent management entity shall be subject to City review and approval, which shall not be unreasonably withheld, conditioned or delayed. Upon City determination and delivery of written notice to Lessee that Lessee has failed to operate the Project in accordance with this Agreement, subject to any applicable cure period and the approval of the Project lenders and equity investors, City may require Lessee to contract with a qualified management agent selected by City and approved by the Project lender and equity investor, to operate the Project, or to make such other arrangements as City deems necessary to ensure performance of the required functions. An on-site property management representative is required to reside on the property. If the on-site property management representative is not also the assigned property management staff for the Project, then the representative shall still be available to address resident issues and to serve as the point of contact for City business and the public after regular business hours at the Property.

ARTICLE 10.
EMINENT DOMAIN

Section 10.1 Termination of Lease. Lessor and Lessee agree that, in the event of a Taking such that Lessee reasonably determines that the Leased Premises cannot continue to be

operated, at reasonable cost, for its then-current use, then, subject to the rights and consent of Lenders, this Lease shall, at Lessee's sole option, terminate as of the date of the Taking.

Section 10.2 Continuation of Lease and Presumption of Restoration. Lessor and Lessee agree that, in the event of Taking that does not result in the termination of this Lease pursuant to Section 10.1 above, this Lease shall continue in effect as to the remainder of the Leased Premises, and the Net Condemnation Award will be disbursed in accordance with Section 10.4 below to Lessor and Lessee and/or any Lender, if the terms of the applicable Leasehold Mortgage so require, and shall be used so as to make the same as complete, unified and efficient operating unit as nearly as reasonably possible to the condition existing prior to the Taking, subject to any applicable requirements of the Lender.

Section 10.3 Temporary Taking. If there shall be a temporary Taking with respect to all or any part of the Leased Premises or of Lessee's interest in this Lease, then the Term shall not be reduced and Lessee shall continue to pay in full all Rents, Impositions and other charges required herein, without reduction or abatement thereof at the times herein specified; provided, however, that Lessee shall not be required to perform such obligations that Lessee is prevented from performing by reason of such temporary Taking.

Section 10.4 Apportionment of Award. If there is a Taking, whether whole or partial, Lessor and Lessee shall be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed, taking into consideration Lessor's fee interest in the Land (as encumbered by this Lease) and reversionary interest in the Improvements upon the expiration of the Term or termination of this Lease. If the Leased Premises are restored as is contemplated in Section 10.2 above, Lessee shall be entitled to recover the costs and expenses reasonably incurred in such restoration out of any Net Condemnation Award payable to Lessee. Thereafter, if the condemning authority does not make separate awards, the Parties agree that any Net Condemnation Award will be allocated as follows on a proportionate basis reflecting the Parties' respective interests in the Land and Improvements and the remaining duration of the Term as follows:

(A) Award on Total or Substantial Taking. In the event of a total or substantial taking, the award shall be apportioned as follows, in the following order:

(a) To the Lenders in an amount equal to the amounts owing on the Leasehold Mortgages (provided that the Lender whose loan is secured by the mortgage or deed of trust that has the highest lien priority shall be paid in full first, prior to any portion of the award being distributed to a Lender whose loan is secured by a mortgage or deed of trust with a lower lien priority).

(b) To Lessor that portion of the award equal to the fair market value of the Land and its reversionary interest in the Improvements.

(c) To Lessee, that portion of the award equal to the fair market value of the Improvements (subject to Lessor's reversionary interest), less the amount paid to the Lenders pursuant to (a) above.

(d) Any "bonus value" (i.e., any portion of the award attributable to the fact that the rent payable by Lessee under this Lease is at a below market rate) shall be paid to Lessor; provided however, if the condemning agency is Lessor, any such "bonus value" shall be equally divided between Lessor and Lessee.

(e) The balance, if any, shall be allocated between Lessor and Lessee respectively in that proportion in which (i) the fair market value of the Land bears to (ii) the fair market value of the Improvements, exclusive of Lessor's reversionary interest.

(B) Award on Partial Taking. In the event of a partial taking, then subject to the terms and provisions of the Senior Leasehold Mortgage, after application of the Award for restoration, any remaining portion of such award shall be apportioned as follows, subject to the allocations in Section 10.4 above, in the following order:

(a) To the Lenders in an amount equal to the amounts owing on the Leasehold Mortgages (provided that the Lender whose loan is secured by the mortgage or deed of trust that has the highest lien priority shall be paid in full first, prior to any portion of the award being distributed to a Lender whose loan is secured by a mortgage or deed of trust with a lower lien priority).

(b) To Lessor, that portion of the award attributable to the fair market value of the portion of the Land taken and that portion of the award attributable to the fair market value of its reversionary interest in the Improvements taken.

(c) To Lessee, that portion of the award equal to the fair market value of the portion of the Improvements taken (subject to Lessor's reversionary interest), less the amount paid to the Lenders pursuant to (a) above, but only to the extent that the proceeds of the award are not used for restoration of the Improvements.

(d) Any "bonus value" (i.e., any portion of the award attributable to the fact that the rent payable by Lessee under this Lease is at a below market rate) shall be paid to Lessor; provided however, if the condemning agency is Lessor, any such "bonus value" shall be equally divided between Lessor and Lessee.

(e) The balance, if any, shall be allocated between Lessor and Lessee respectively in that proportion in which (i) the fair market value of the Land bears to (ii) the fair market value of the Improvements exclusive of the reversionary interest of Lessor.

(f) Any severance damages awarded or payable because only a portion of the Land and Improvements are taken by eminent domain shall be (a) paid to Lessee during the first 49.5 years of this Lease and (b) equally divided between Lessee and Lessor during the next 49.5 years of this Lease (except to the extent needed to replace any Improvements taken by eminent domain with equivalent Improvements on the remainder of the Land).

(C) Award for Temporary Taking. Any award for a temporary taking shall, subject to the rights of any Lender, be awarded and retained by Lessee.

(D) Rent Abatement for Partial Taking. In the event of any partial taking of the Improvements, commencing upon the date of the final order of condemnation, Rent payable under this Lease shall be reduced by the percentage equal to the square footage of the condemned portion of the Improvements divided by the total square footage of the Improvements prior to the taking.

Section 10.5 Joinder. If a Leasehold Mortgage exists, the Lenders, to the extent permitted by law, shall be made a party to any Taking proceeding.

Section 10.6 City Reservation of Rights. Notwithstanding any provisions in this Lease to the contrary, nothing herein does or shall be construed to limit or require the City to exercise its ability to condemn any property, including the Leased Premises, in accordance with applicable law. Nothing in this Lease does or shall be construed as requiring the City to pay to Lessee, any Lender, or any other third party with an interest in the Leased Premises, any amount of money, as compensation for alleged condemnation or otherwise, if City (or its successor) seeks to enforce any of the rights and obligations under this Lease and any executed attachments thereto. Except when City exercises its ability to condemn the Leased Premises by adoption of a resolution of necessity and pursuant to other provisions of applicable law, City shall not be a construed as pursuing or effectuating a Taking or acting as a "condemning authority" under this Lease.

ARTICLE 11.
DAMAGE OR DESTRUCTION

Section 11.1 Damage or Destruction to Leased Premises. Lessee shall give prompt written notice to Lessor after the occurrence of any fire, earthquake, act of God or other casualty to or in connection with the Leased Premises, the Improvements or any portion thereof (hereinafter sometimes referred to as "Casualty"). Subject to Section 11.2 below and the rights of the Lenders under their Loan Documents, if during the Term the Improvements shall be damaged or destroyed by Casualty, Lessee shall repair or restore the Improvements, so long as Lessee determines, in its sole discretion, that it is feasible to do so and in such event Lessee provides or causes to be provided sufficient additional funds which, when added to such insurance proceeds, will fully effect such repair or restoration. Upon the occurrence of any such Casualty, Lessee, promptly and with all due diligence, shall apply for and collect all applicable insurance proceeds recoverable with respect to such Casualty, for the benefit of the Lenders (which insurance proceeds shall be immediately turned over to the Senior Lender to be held and disbursed in accordance with the terms and provisions of the Senior Leasehold Mortgage). In the event that Lessee shall determine, with Investor's prior written consent during the Compliance Period (as defined in Section 42 of the Code), subject to the rights of the Lenders, by notice to Lessor given within thirty (30) days after receipt by Lessee of any such insurance proceeds, that it is not economically practical to restore the Improvements and/or the Leased Premises to substantially the same condition in which they existed prior to the occurrence of such Casualty, then, subject to the written approval of Lenders, Lessee may terminate this Lease as of a date that is not fewer than thirty (30) days after the date of such notice. If Lessee terminates this Lease pursuant to this Section 11.1, Lessee shall surrender possession of the Leased Premises to Lessor immediately and assign to Lessor (or, if same has already been received by Lessee, pay to

Lessor) all of its right, title and interest in and to the proceeds from Lessee's insurance upon the Leased Premises, subject to the prior rights of any Lender therein, as referenced in Section 11.3 below.

Section 11.2 Damage or Destruction Near End of Term. If, during the last seven (7) years of the Term, the Improvements shall be damaged by Casualty, then Lessee shall have the option, to be exercised within one hundred twenty (120) days after such Casualty:

(a) to repair or restore the Improvements as hereinabove provided in this Article 11; or

(b) subject to the rights and approval of Lenders, to terminate this Lease by notice to Lessor, which termination shall be deemed to be effective as of the date of the option to terminate the Lease is exercised by Lessee giving written notice of such termination to Lessor. If Lessee terminates this Lease pursuant to this Section 11.2, Lessee shall surrender possession of the Leased Premises to Lessor immediately and assign to Lessor (or, if same has already been received by Lessee, pay to Lessor) all of its right, title and interest in and to the proceeds from Lessee's insurance upon the Leased Premises, subject to the prior rights of any Lender therein, as referenced in Section 11.3 below.

Section 11.3 Distribution of Insurance Proceeds. In the event that this Lease is terminated pursuant to Sections 11.1 or 11.2 hereof, the insurance proceeds received as the result of such Casualty shall be distributed as follows: (a) first, if Leasehold Mortgage(s) are in place, to the Lenders to the extent of any indebtedness then owed to such Lender in order of the Lien priority of the Leasehold Mortgages; (b) second, the balance, if any, of such insurance proceeds shall be paid to Lessee or, as applicable pursuant to Sections 11.1 and 11.2 above, assigned or paid over to Lessor.

Section 11.4 Insurance Requirements. Nothing in this Article 11 does permit or shall be construed as permitting Lessee to maintain less than the minimum insurance requirements set forth in this Lease.

ARTICLE 12.
EVENTS OF DEFAULT

Section 12.1 Events of Default. Each of the following shall be an "Event of Default" by Lessee hereunder:

(a) failure by Lessee to pay any Rent or Additional Rent when due if such failure shall continue for a period of thirty (30) days after notice thereof has been given by Lessor to Lessee;

(b) Lessee's default in the performance of any term, provision or covenant under this Lease, and unless such provision specifies an alternate cure period for such default, the continuation of such default for thirty (30) days in the event of a monetary default or sixty (60) days in the event of a non-monetary default following the date upon which Lessor shall have given written notice of the default to Lessee, or if the nature of any such non-monetary

default is such that it cannot be cured within sixty (60) days, Lessee's failure to commence to cure the default within sixty (60) days and thereafter prosecute the curing of such default with due diligence and in good faith, but in no event longer than one hundred twenty (120) days from receipt of the notice of default;

(c) Lessee's failure to maintain insurance on the Leased Premises and/or the Improvements as required hereunder, and the failure of Lessee to cure such default within five (5) days or written notice from Lessee;

(d) Subject to Lessee's right to contest the following charges, Lessee's failure to pay taxes or assessments due on the Leased Premises or the Improvements or failure to pay any other charge that may result in a lien on the Leased Premises or the Improvements, and Lessee's failure to cure such default within twenty (20) days of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;

(e) A Transfer (other than a Permitted Transfer) occurs, either voluntarily or involuntarily, in violation of this Lease;

(f) the subjection of any right or interest of Lessee in this Lease to attachment, execution, or other levy, or to seizure under legal process, if not released within ninety (90) days after imposed;

(g) Lessee shall have voluntarily suspended its business for a period in excess of thirty (30) days for reasons other than Force Majeure, or Lessee shall have been dissolved or terminated;

(h) Intentionally omitted.

(i) the appointment of a receiver, to take possession of Lessee's Estate or of Lessee's operations on the Leased Premises for any reason (not including receivership pursuant to a Leasehold Mortgage), if such receivership is not terminated dismissed or vacated within ninety (90) days after the appointment of the receiver;

(j) pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("Bankruptcy Law"), Lessee or any general partner thereof-(i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Lessee or any general partner thereof in an involuntary case; [Intentionally Omitted](iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Lessee or any general partner thereof or for the Leased Premises; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due; provided however, with respect to Lessee's general partner, the foregoing actions shall not constitute an Event of Default if the Investor promptly takes action to replace the general partner;

(k) the filing against Lessee of any involuntary proceedings under such Bankruptcy Code or similar law (other than by a Lender), if such proceedings have not been vacated or stayed within ninety (90) days of filing;

(l) the appointment of a trustee or receiver for Lessee or for all or the major part of Lessee's property or the Leased Premises, in any involuntary proceeding, or the taking of jurisdiction by any court over all or the major part of Lessee's property or the Leased Premises in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Lessee (in each case other than at the request of or direction of any Lender), if such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within ninety (90) days of the appointment or the taking of jurisdiction;

(m) any of Lessee's representations or warranties contained in this Lease or in any financial statement, certificate or report submitted to Lessor in connection with this Lease proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to Lessor beyond the expiration of the applicable cure period specified in paragraph (b) above.

Section 12.2 Rights and Remedies.

(a) At any time after the occurrence of an Event of Default hereunder, subject in all respects to the provisions of this Lease with respect to Lessor's rights to cure defaults by Lessee and with respect to the rights of any Lenders, Lessor may, in addition to any other rights and remedies available at law or in equity, terminate this Lease by giving Lessee written notice thereof (with a copy of such notice to the Lenders), setting forth in such notice an effective date for termination which is not less than thirty (30) days after the date of such notice, in which event this Lease and Lessee's Estate created hereby and all interest of Lessee and all parties claiming by, through or under Lessee shall automatically terminate upon the effective date for termination as set forth in such notice, with the same force and effect and to the same extent as if the effective date of such notice had been the date originally fixed in Article 2 hereof for the expiration of the Term. In such event, Lessor, its agents or representatives, and the Indemnitees shall have the right, without further demand or notice, to re-enter and take possession of the Leased Premises (including all buildings and other Improvements comprising any part thereof) at any time from and after the effective termination date without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or existing breaches of covenants. The Lessor has the remedy described in California Civil Code Section 1951.4 (Lessor may continue lease in effect after Lessee's breach and abandonment and recover rent as it becomes due, if Lessee has right to sublet or assign, subject only to reasonable limitations).

(b) Upon the exercise of Lessor's remedies pursuant to this Section 12.2, Lessee shall execute such releases, deeds and other instruments in recordable form as Lessor shall reasonably request in order to accurately set forth of record the then current status of Lessee's Estate, Lessee's rights hereunder, and of any Tenant Leases.

(c) If Lessee shall have failed to cure a default by Lessee after expiration of the applicable time for cure of a particular default, Lessor, at its election, but without obligation therefor, and subject to the rights of Lenders, (i) may seek specific performance of any obligation of Lessee, after which Lessor shall retain, and may exercise and enforce, any and all rights that Lessor may have against Lessee as a result of such default, (ii) from time to time without releasing Lessee in whole or in part from the obligations to be performed by Lessee hereunder,

may cure the default at Lessee's cost, (iii) may terminate this Lease pursuant to subsection (a), (iv) subject to the rights of Lenders, may have a receiver appointed to take possession of Lessee's interest in the Leasehold Estate with power in the receiver (a) to administer Lessee's interest in the Leasehold Estate, (b) to collect all funds available in connection with the operation of the Project, and (c) to perform all other acts consistent with Lessee's obligations under this Lease, as the court deems proper. and/or (v) may exercise any other remedy given hereunder or now or hereafter existing at law or in equity. Any reasonable cost incurred by Lessor in order to cure such a default by Lessee shall be due immediately from Lessee, together with interest, and may be offset against any amounts due from Lessor to Lessee.

(d) Remedies Cumulative. No remedy provided in this Section shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, subject to any limitations referred to hereinabove.

(e) No Election of Remedies. The rights given in this Section to receive, collect or sue for any rent or rents, moneys or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach or nonobservance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall not in any way affect or impair or toll the right or power of Lessor upon the conditions and subject to the provisions in this Lease to terminate Lessee's right of possession because of any default in or breach of any of the covenants, provisions or conditions of this Lease beyond the applicable cure period.

(f) Survival of Obligations. Nothing herein shall be deemed to affect the right of Lessor to indemnification for liability arising prior to the termination of the Lease for personal injuries or property damage or in connection with any other Claim, nor shall anything herein be deemed to affect the right of Lessor to equitable relief where such relief is appropriate. No expiration or termination of this Lease by operation of law or otherwise, and no repossession of the Leased Premises or any part thereof, shall relieve Lessee of any of its obligations to indemnify and defend the Indemnitees pursuant to the provisions of this Lease, and all such provisions, and all of Lessee's accrued liabilities and obligations hereunder, shall survive such expiration, termination or repossession.

(g) No Waiver. Failure to insist upon the strict performance of any term or conditions in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

Section 12.3 Default by Lessor.

(a) Events of Default. Lessor shall be in default of this Lease if it fails to perform any provision of this Lease that is obligated to perform within sixty (60) days after written notice of the default has been given to Lessor by Lessee. If the default cannot reasonably be cured within sixty (60) days, Lessor shall not be in default of this Lease if Lessor commences

to cure the default within such 60-day period and diligently and in good faith continues to cure the default until completion.

(b) Right to Cure; Lessee's Remedies. If Lessor shall have failed to cure a default by Lessor after expiration of the applicable time for cure of a particular default, Lessee, at its election, but without obligation therefor (i) may seek specific performance of any obligation of Lessor, after which Lessee shall retain, and may exercise and enforce, any and all rights that Lessee may have against Lessor as a result of such default, and/or (ii) from time to time without releasing Lessor in whole or in part from the obligation to be performed by Lessor hereunder, may cure the default at Lessor's cost provided that Lessor has been given sixty (60) days advance written notice of Lessee's election to do so and Lessor has not within such time notified Lessee that Lessor will cure the default.

Section 12.4 Notices. Notices given by Lessor under Section 12.1 or by Lessee under Section 12.4 shall specify the alleged default and the applicable Lease provisions, and shall demand that Lessee or Lessor, as applicable, perform the appropriate provisions of this Lease within the applicable period of time for cure. No such notice shall be deemed a forfeiture or termination of this Lease unless expressly set forth in such notice. A notice by Lessor shall not be deemed ineffective if Lessor fails to provide the required time period to cure, so long as, any additional notice period required by this Lease, in addition to that already provided by Lessor, is thereafter provided by Lessor in writing.

ARTICLE 13.
QUIET ENJOYMENT AND POSSESSION; INSPECTIONS

Section 13.1 Quiet Enjoyment. Lessor covenants and warrants that Lessee, upon payment of all sums herein provided and upon performance and observance of all its covenants herein contained, shall peaceably and quietly have, hold, occupy, use and enjoy, and shall have the full, exclusive and unrestricted use and enjoyment of, all of the Leased Premises during the Term, subject only to the provisions of this Lease and all applicable Legal Requirements.

Section 13.2 Lessor's Right of Inspection. Notwithstanding Section 13.1 above, Lessor, in person or through its agents, upon reasonable prior notice to Lessee, shall have the right, subject to the rights of Tenants, to enter upon the Leased Premises for purpose of reasonable inspections performed during reasonable business hours in order to assure compliance by Lessee with its obligations under this Lease or a Tenant Leases.

ARTICLE 14.
VACATION OF LEASED PREMISES

Section 14.1 Vacation Upon Termination. Lessee covenants that upon any termination of this Lease, whether by lapse of time or because of any of the conditions or provisions contained herein, Lessee will peaceably and quietly yield and surrender possession of the Leased Premises to Lessor. The foregoing, however, will be subject to the rights of Tenants or others in possession pursuant to Tenant Leases with Lessee, provided that such Tenants are not in default

thereunder and attorn to Lessor as their lessor. An action of forcible detainer shall lie if Lessee holds over after a demand for possession is made by Lessor.

Section 14.2 Surrender. Lessee agrees that on expiration or termination of the Term, Lessee shall surrender the Leased Premises, the Improvements, and any fixtures on the Leased Premises to Lessor, in good order, condition, and repair, reasonable wear and tear and obsolescence. The Improvements and any fixtures on the Leased Premises shall become the property of Lessor, free from any liens or Claims whatsoever, without any further compensation therefor from Lessor to Lessee or any other person. Contemporaneous with the expiration or termination of the Term, Lessee shall immediately deliver to the Lessor the following: (i) such documents, instruments, and conveyances as Lessor may request to enable Lessor's ownership of the Improvements and fixtures on the Leased Premises to be reflected of record, including, without limitation, a quitclaim deed in recordable form; (ii) all construction plans, surveys, permits, and other documents relating to the Improvements and fixtures on the Leased Premises as may be in the possession of Lessee at the time; and (iii) copies of Tenant Leases for current and prior Tenants and any estoppels as reasonably requested by Lessor. All documents and instruments required to be delivered by Lessee to Lessor pursuant to this Section shall be in a form and contain content reasonably satisfactory to Lessor. Notwithstanding the above, Lessor may, in its sole discretion, reject ownership of the Improvements and fixtures and request either their removal from the Leased Premises or their transfer to another entity.

ARTICLE 15.
NON-MERGER

Section 15.1 Non-Merger. Except upon expiration of the Term or upon termination of this Lease, there shall be no merger of either this Lease or Lessee's Estate created hereunder with Lessor's fee interest in the Land or Lessee's fee interest in the Improvements by reason of the fact that the same person may acquire, own or hold, directly or indirectly, (a) this Lease, Lessee's Estate created hereunder or any interest in this Lease or the Improvements, and (b) a fee interest in the Land or the Improvements, unless and until the Lessor, all Lenders with an Approved Loan and all persons, including any assignee of Lessor, having an interest in (i) this Lease or Lessee's Estate created hereunder, and (ii) the fee estate in the Leased Premises or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

ARTICLE 16.
TRANSFERS

Section 16.1 Permitted Transfer by Lessee. Except as provided in this Article 16, Lessee shall have no right to Transfer, assign or sublease any legal or beneficial interest in Lessee's Estate hereunder without Lessor's prior written consent. In determining whether to consent to a proposed transfer, assignment, or sublease, the Lessor will consider whether the proposed transferee shall submit for Lessor review and approval all instruments and other legal documents proposed to affect any Transfer of all or any part of or interest in the Property, the Improvements or this Agreement together with such documentation of the proposed transferee's

qualifications and solvency, or any other documents, as the Lessor may reasonably request. The Lessor will consider:

(a) If the proposed transferee demonstrates to the Lessor's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the Lessor to competently complete and manage the Project and to otherwise fulfill the obligations undertaken by the Lessee under this Agreement in determining whether to consent to a proposed transfer, assignment or sublease under this Lease.

(b) Notwithstanding the foregoing, by its execution of this Lease, Lessor is deemed to have consented to the following ("Permitted Transfers") and the requirements of Section 16.1(a) shall not apply:

(1) Permitted Encumbrances, Approved Loans and Leasehold Mortgages;

(2) a conveyance of the leasehold interest in the Lessee's Estate resulting from the foreclosure of a Leasehold Mortgage (or an assignment, new lease or deed-in-lieu of such a foreclosure) and the transfer by such person to a third party subject to the provisions of paragraph (8) of Section 8.2(a);

(3) any transfer of equity in the Lessee that does not change management or operational control of Lessee or the Project other than to permit the admittance of an affiliate of Satellite Affordable Housing Associates Housing Corporation, a California nonprofit public benefit corporation, as the managing general partner of Lessee;

(4) the lease of the residential units consistent with the Tax Credit Restrictive Covenant and the Regulatory Agreement;

(5) the transfer of limited partnership interests in Lessee;

(6) in the event that any general partner of Lessee is removed by the Investor for cause following default under Lessee's partnership agreement, the transfer of the general partner interest to Investor or an affiliate of the Investor or to a 501(c)(3) tax-exempt nonprofit corporation selected by the Investor and approved by Lessor, in its reasonable discretion, provided that the successor nonprofit corporation has experience, assets and access to capital and private funding sufficient to construct (if the Project has not been fully constructed) and operate the Project in accordance with this Lease; and

(7) the transfer of the Project from Lessee to one of the members of the general partner of the Lessee or an affiliate of the general partners of the Lessee at the end of the tax credit compliance period for the Project.

(c) Upon the granting of any consent (deemed or otherwise) by Lessor with respect to a Transfer by Lessee, this Lease shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective heirs, successors, assigns, legal representatives, Lenders, Tenants and other transferees.

ARTICLE 17.
MISCELLANEOUS PROVISIONS

Section 17.1 Consents. Lessor agrees not to unreasonably withhold or delay its consent to matters requiring Lessor's consent hereunder unless the applicable provision of this Lease permits Lessor to exercise Lessor's sole discretion with respect to a particular matter.

Section 17.2 Enforced Delay; Extension of Times of Performance. Time is of the essence in the performance of each of the Parties' respective obligations set forth in this Lease. Except as expressly set forth in this Section 17.2, performance by any Party hereunder shall not be deemed to be in default and such Party shall be entitled to an extension of time to perform its obligations hereunder where delays in performance are due to causes beyond the reasonable control and without the fault of such Party, including as applicable: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority aside from that of Lessor; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplies that are not caused by any Party; acts or the failure to act of any public or governmental agency or entity, aside from the Lessor, that are not caused by Lessee; or other causes beyond the reasonable control of the Party ("Force Majeure"). Notwithstanding the foregoing, Lessee's inability to secure satisfactory financing, interest rates, and market and economic conditions shall not entitle Lessee to an extension of time to perform. An extension of time for any cause permitted under this Section 17.2 shall be limited to the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of knowledge of the commencement of the cause. If no written notice is sent within thirty (30) days, for purposes of measuring the extension period for performance of the obligation in question, the period of the enforced delay shall commence to run from the date written notice is sent to the other Party. Times of performance under this Lease may be extended by mutual written agreement of the Parties but in no event shall a period of enforced delay extend the Term of the Lease past its expiration, which is set forth in Section 2.2 of this Agreement. .

Section 17.3 Interpretation. The terms of this Lease shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Lease or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Lease.

Section 17.4 Entire Agreement: Modifications. This Lease supersedes all prior discussions and agreements between the Parties with respect to the leasing of the Leased Premises. This Lease shall not be modified or amended in any respect, except by written instrument specifically referencing such modification or amendment which is executed by or on behalf of the Parties in the same manner as this Lease is executed and, to which each Lender has consented in writing (if required by the applicable Loan Documents). The Parties acknowledge and agree that pursuant to Section 2.3 of the DDLA, the DDLA is terminated with respect to the Leased Premises and Phase 1 as of the Commencement Date. The Parties agree that any deletion of language from this Lease before its mutual execution by Lessor and Lessee shall not be

construed to have any particular meaning or to raise any presumption canon of construction, or implication, including, without limitation, any implication that the parties intended to state the converse, obverse, or opposite of the deleted language.

Section 17.5 Governing Law. This Lease, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the substantive laws of the State of California without regard to conflict of law principles. Venue for any dispute hereunder shall be in Alameda County, California.

Section 17.6 Binding Effect. This Lease shall inure to the benefit of and be binding upon the Parties hereto, their successors, administrators, executors and permitted assigns.

Section 17.7 Severability. In the event any provision or portion of this Lease is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof, except to the extent the rights and obligations of the parties have been materially altered by such unenforceability.

Section 17.8 Further Assurances. From and after the date of this Lease, Lessor and Lessee, at the request of the other Party, shall make, execute and deliver or obtain and deliver all such affidavits, deeds, certificates, resolutions and other instruments and documents, and shall do or cause to be done all such other things that either Party may reasonably require in order to effectuate the provisions and the intention of this Lease.

Section 17.9 Authority to Execute Agreement. The persons executing this Lease on behalf of each Party represents and warrants to the other Party that by proper action such persons have been duly authorized to execute and deliver this Lease.

Section 17.10 Lease Administration and Approvals. The City Manager of the City of Livermore, or his or her designee shall be the person designated by Lessor to administer this Lease on behalf of Lessor. The City Manager of the City of Livermore shall have the authority to consent to any matter requiring Lessor approval or consent as provided in this Lease, and to perform and carry out any activities concerning this Lease, including but not limited to, the execution of any additional agreements, addenda or amendments so long as such actions do not substantially affect the rights and obligations of Lessor as specified herein.

Section 17.11 Captions. All captions, headings, paragraphs, subparagraphs, letters and other reference captions are solely for the purpose of facilitating convenient reference to this Lease, shall not supplement, limit or otherwise vary the text of this Lease in any respect, and shall be wholly disregarded when interpreting the meaning of any terms or provisions hereof. All references to particular articles, sections, subsections, paragraphs and subparagraphs by number refer to the text of such items as so numbered in this Lease.

Section 17.12 Gender. Words of any gender used in this Lease shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

Section 17.13 Exhibits. Each and every exhibit referred to or otherwise mentioned in this Lease is attached to this Lease and is and shall be construed to be made a part of this Lease by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full at length every time it is referred to and otherwise mentioned.

Section 17.14 References. All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this Lease. Unless otherwise specified in this Lease, the terms "herein," "hereof," "hereinafter," "hereunder" and other terms of like similar import, shall be deemed to refer to this Lease as a whole, and not to any particular paragraph or subparagraph hereof.

Section 17.15 Cumulative. Except as expressly limited by the terms of this Lease, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

Section 17.16 Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by certified mail, return receipt requested; by reputable commercial delivery service; or by hand delivery by a reputable courier, to each Party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date shown on the delivery receipt as the date of delivery, the date delivery was refused or the date the item was returned as undeliverable. By giving prior written notice thereof, any Party, from time to time, may change its address for notices under this Lease.

To Lessor:	City of Livermore 1052 South Livermore Avenue Livermore, CA 94550 Attention: City Manager
To Lessee:	Pac Avenue, L.P. 1835 Alcatraz Avenue Berkeley, CA 94703 Attention: Eve Stewart, Senior Vice President of Real Estate Development
AND	Interfaith Housing, Inc. 550 Hillcrest Avenue Livermore, CA 94550 Attention: Laning Thompson, Board President

To Investor: NEF Assignment Corporation
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606
Attention: General Counsel
Email: projectnotices@nefinc.org with subject line of SMT #83146; 83452

With a copy to:

NEF Assignment Corporation
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606
Attention: SVP Asset Management

And:

Bocarsly Emden Cowan Esmail & Arndt LLP
633 W. Fifth Street, Suite 5880
Los Angeles, California 90017
Attention: Rachel Rosner, Esq.

Section 17.17 Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same agreement.

Section 17.18 Time of Essence. Time is and shall be of the essence in this Lease.

Section 17.19 Attorneys' Fees. In any litigation or other action brought by a Party to this Lease to enforce this Lease or regarding a dispute over terms of the Lease or the performance of a Party, the prevailing Party in such litigation or action shall be entitled to attorneys' fees and the costs of such litigation.

Section 17.20 No Third-Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Lease is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

Section 17.21 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Lease is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Lessee and Lessor is and shall remain solely that of a tenant and landlord, and shall not be construed as a joint venture, equity venture, partnership or any other relationship. Lessor neither undertakes nor assumes any responsibility or duty to Lessee (except as expressly provided in this Lease) or to any third party with respect to the Project.

Section 17.22 Holding Over. If Lessee holds over at the Leased Premises after the expiration of the Term with the consent of the Lessor, either express or implied, such holding over shall be construed to create only a tenancy from month-to-month subject to all the other terms in the Lease.

Section 17.23 End of Term Transfer of Improvements and Leasehold Estate. At the end of the Term, City may assume rights to the Leasehold Estate, including any Improvements or fixtures on the Leased Premises, or transfer the Leasehold Estate, Improvements and fixtures to another non-profit entity. Lessee shall provide the Improvements in as-is but generally the same condition minus ordinary wear and tear and shall provide estoppels and copies of leases with respect to the subtenants, including Tenant Leases.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Lease is made and entered into in multiple original counterparts on the day and year first above written.

LESSOR:

City of Livermore, a California municipal corporation

By: _____
Marianna A. Burch, City Manager

APPROVED AS TO FORM:

By:_____

Jason Alcala
City Attorney

APPROVED AS TO INSURANCE:

By:_____

Risk Manager/Analyst

LESSEE:

Pac Avenue, L.P.,
a California limited partnership

By: Pac Avenue LLC,
a California limited liability company,
its general partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit
corporation, a member and the manager

By: _____
Eve Stewart,
Senior Vice President of Real Estate
Development

EXHIBIT A

Legal Description of Leased Premises

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT REAL PROPERTY IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

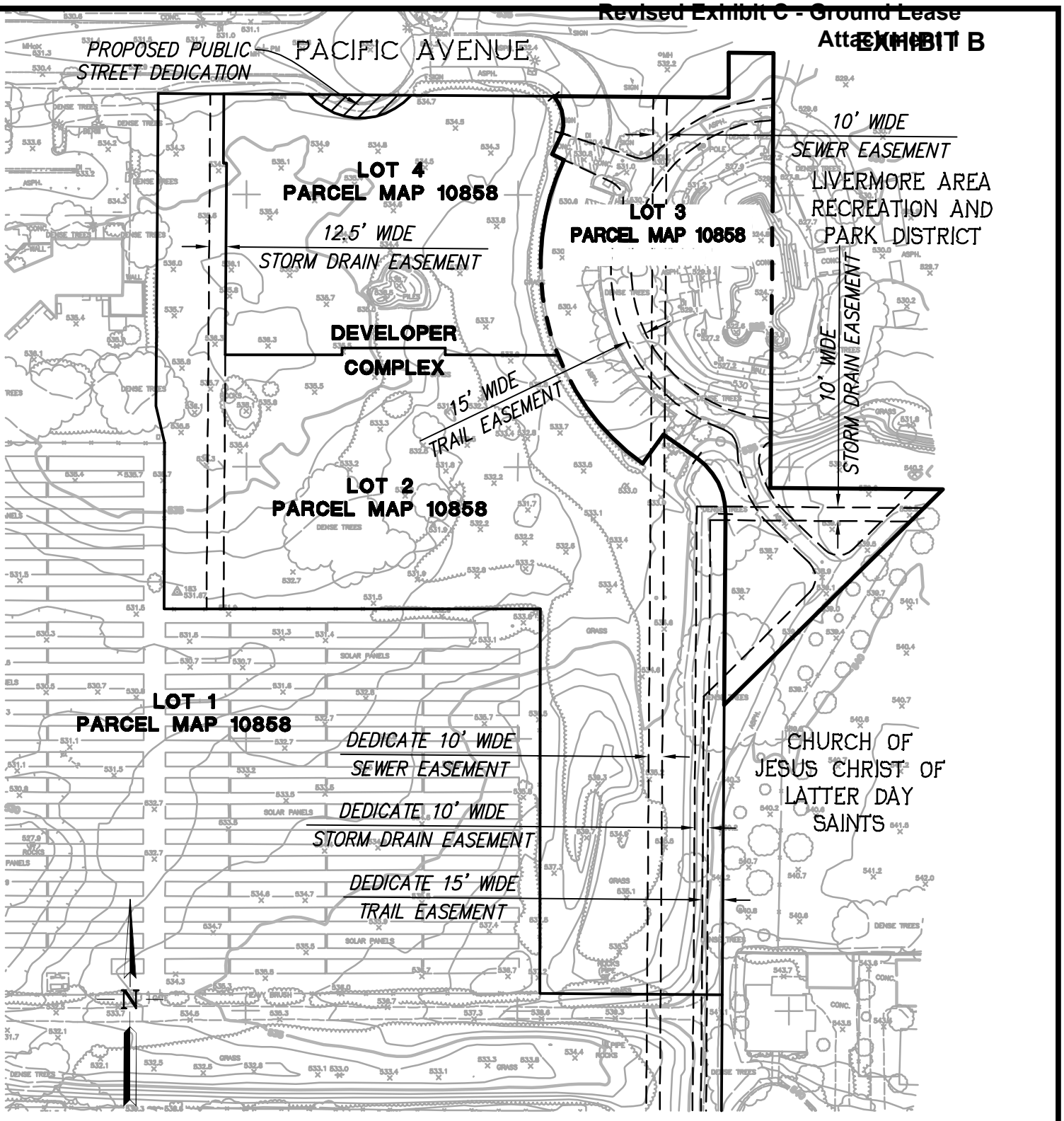
PARCEL 2, OF PARCEL MAP 10858, FILED NOVEMBER 27, 2024, IN BOOK 360 OF PARCEL MAPS, AT PAGES 87, 88, and 89.

APN: a portion of 099-0950-008-02

EXHIBIT B

Site Plan of Leased Premises
(Attached)

EXHIBIT B



SHEET 2

PLAT - PROPERTY

CITY OF LIVERMORE, 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

SCALE:	DATE:	JOB NO.:
1" = 100'	3-21-2023	151084-T50

G:\JOB2015\151084 T50 PACIFIC AVE SENIOR CITIZEN\CAD FILES\00-EXHIBITS\EXHIBIT B - PREMISES.DWG 3/22/2023 11:22:22 AM WILL BARTALINI

EXHIBIT C

Form of Memorandum of Lease

Exhibit C

Recording Requested by
and when Recorded, return to:

City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550
Attention: City Manager

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

Space above this line for Recorder's use.

APN 099-095000802 (portion only - parcel 2)

MEMORANDUM OF GROUND LEASE
(Pacific Avenue Senior Apartments – Phase 1)

THIS MEMORANDUM OF GROUND LEASE (the "Memorandum") is entered into as of _____, 2025, by and between the City of Livermore, a California municipal corporation (the "Lessor") and Pac Avenue, L.P., a California limited partnership (the "Lessee"), with respect to that certain Ground Lease dated _____, 2025 (the "Lease"), between the Lessor and the Lessee. All capitalized terms used in this Memorandum and not defined shall have the meaning set forth in the Lease.

1. Documentary Transfer Tax is not shown pursuant to Revenue and Taxation Code Section 11932. See that certain Statement of Documentary Transfer Tax Due, which shall be affixed to this Memorandum in the Official Records of Alameda County after record of this Memorandum is made and before the original is returned as specified in Government Code Section 27321.

2. Pursuant to the Lease, Lessor leases to Lessee and Lessee leases from Lessor that certain real property, more particularly described in Exhibit A, attached hereto and incorporated herein (the "Property"). The Lease shall commence on _____, 2025, and shall remain in effect for the ninety-nine (99) year term of the Lease, unless sooner terminated pursuant to the terms and conditions of the Lease.

As more particularly set forth in the Lease, certain development, affordability and occupancy restrictions apply to the use of the Property.

1. This Memorandum shall incorporate herein all of the terms and provisions of the Lease as though fully set forth herein.

2. This Memorandum is solely for recording purposes and shall not be construed to alter, modify, amend or supplement the Lease, of which this is a memorandum. In the event of any inconsistency between the terms and conditions of this Memorandum and the terms and conditions of the Lease, the terms and conditions of the Lease shall control.

3. This Memorandum may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts so executed shall together constitute but one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed as of the date first above written.

LESSOR:

City of Livermore, a California municipal corporation

By: _____
Marianna A. Burch, City Manager

ATTEST:

By: _____

APPROVED AS TO FORM:

_____
City Attorney

LESSEE:

Pac Avenue, L.P.,
a California limited partnership

By: Pac Avenue LLC,
a California limited liability company,
its general partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit
corporation, a member and the manager

By: _____
Eve Stewart,
Senior Vice President of Real Estate
Development

[SIGNATURES MUST BE NOTARIZED]

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)
) ss
County of _____)

On _____, before me, _____,
(Name of Notary)

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.

_____
(Notary Signature)

SIGNATURES MUST BE NOTARIZED.

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)
) ss
County of _____)

On , before me, _____,
(Name of Notary)

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.

(Notary Signature)

SIGNATURES MUST BE NOTARIZED.

Exhibit A

LAND
(To Be Inserted By Title)

EXHIBIT D

Financing Plan

Sources

Permanent Sources

Description	Totals
Tax Credit Equity	$ 23,821,439
HCD NPLH	$ 6,257,776
FHLB AHP	$ 1,000,000
City of Livermore Loan	$ 6,500,000
City of Livermore Predevelopment Loan	$ 657,000
Alameda County A1 Bonds	$ 6,234,012
Accrued Interest on Soft Loans	$ 359,090
HUD Section 202	$ 6,947,852
GP Capital Contribution (HUD 202 Deposit)	$ 10,000
Non-Permanent Sources	
Construction Loan - First Citizens Bank	$ 30,605,014
Total Permanent Sources	$ 52,966,260

Uses

Description	Budgeted
CONSTRUCTION	
Unit Construction	$ 27,313,036
Site Work	$ 1,291,650
Contractor Overhead & Profit	$ 1,636,619
General Conditions	$ 1,352,030
Contractor Insurance & Bonds	$ 532,305
Owner Furnishings	$ 158,000
PV System	$ 900,000
Hard Cost Contingency	$ 2,033,044
CONSTRUCTION TOTAL	$ 35,216,684
ARCHITECTURAL FEES	
Architecture	$ 1,299,926
ARCHITECTURAL FEES TOTAL	$ 1,299,926
SURVEY & ENGINEERING	
Survey	$ 960,000
Enviro Assessment &Testing	$ 60,000
SURVEY & ENGINEERING TOTAL	$ 1,020,000

Description	Budgeted
CONST INTEREST & FEES	
Construction Loan Fees	$ 357,418
Construction Lender Costs	$ 35,000
Construction Lender Legal	$ 140,000
Contruction Loan Interest	$ 3,554,505
Accrued Interest	$ 359,090
Prevailing Wage Monitoring	$ 42,000
Construction Title & Recording	$ 105,000
CONST INTEREST & FEES TOTAL	$ 4,593,013
PERM FINANCING COSTS	
Perm Title & Recording	$ 25,000
PERM FINANCING TOTAL	$ 25,000
OWNER LEGAL	
Owner Legal - Org, RE, Synd & Perm Loan	$ 90,000
LEGAL TOTAL	$ 90,000
RESERVES	
Operating Reserve	$ 605,526
HCD Pooled Transition Reserve Fee	$ 20,916
HCD NPLH Transition Reserve	$ 217,120
Supplemental SAHA NPLH Reserve	$ 260,000
Capitalized Operating Deficit Reserve	$ 1,571,000
RESERVES TOTAL	$ 2,674,562
OTHER COSTS	
Other Taxes	$ 35,000
Permit Fees - Building	$ 695,000
Impact Fees	$ 2,152,573
Utility Connection Fees	$ 805,000
Builders Risk Insurance	$ 720,000
Appraisal	$ 5,000
Market Study	$ 15,000
Marketing & Leasing	$ 233,528
Construction Management	$ 90,000
Soft Cost Contingency	$ 814,674
OTHER COSTS TOTAL	$ 5,565,775
DEVELOPER COSTS	
Developer Fee	$ 2,200,000
DEVELOPER COSTS TOTAL	$ 2,200,000
SYNDICATION COSTS	
Syndication Consultant	$ 55,000
Syndication Legal	$ 85,000
Accountant Fee	$ 25,000
TCAC Fees	$ 116,300
SYNDICATION COSTS TOTAL	$ 281,300
	$ 52,966,260

Unit Mix (Rent and Income Levels)

Bedrooms	AMI	Section 8	Total Units	Gross Rent	Utility Allowance	Net Rent	Proposed Rent	Annual Rental Income
1	20%		16	$ 584	$ 97	$ 487	$ 487	$ 93,504
1	30%		8	$ 876	$ 97	$ 779	$ 779	$ 74,784
1	50%		14	$ 1,460	$ 97	$ 1,363	$ 779	$ 130,872
1	50%	Yes	5	$ 1,460	$ 97	$ 1,363	$ 1,363	$ 81,780
1	50%		24	$ 1,460	$ 97	$ 1,363	$ 1,363	$ 392,544
1	60%		9	$ 1,752	$ 97	$ 1,655	$ 1,655	$ 178,740
2	30%		1	$ 1,051	$ 131	$ 920	$ 920	$ 11,042
2	60%		1	$ 2,102	$ 131	$ 1,971	$ 1,971	$ 23,657
2	MNGR		1	$ -	$ 131	$ -	$ -	$ -
				$ -				
				$ -				
				$ -				
				$ -				
				$ -				
				$ -				
				$ -				
				$ -				
Avg AMI:	42.3%	5	79					$ 986,923

Cash Flow

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Income																
Rent	2.0%	$ 818,652	$ 835,025	$ 851,726	$ 868,760	$ 886,135	$ 903,858	$ 921,935	$ 940,374	$ 959,181	$ 978,365	$ 997,932	$ 1,017,891	$ 1,038,249	$ 1,059,014	$ 1,080,194
NPLH Rent	2.0%	$ 76,320	$ 77,846	$ 79,403	$ 80,991	$ 82,611	$ 84,263	$ 85,949	$ 87,668	$ 89,421	$ 91,209	$ 93,034	$ 94,894	$ 96,792	$ 98,728	$ 100,703
Section 8 Income		$ 54,777	$ 56,990	$ 58,130	$ 59,292	$ 60,478	$ 61,688	$ 62,922	$ 64,180	$ 65,464	$ 66,773	$ 68,108	$ 69,470	$ 70,860	$ 72,277	$ 73,723
HUD 202 PRAC Income		$ 174,420	$ 181,467	$ 185,096	$ 188,798	$ 192,574	$ 196,425	$ 200,354	$ 204,361	$ 208,448	$ 212,617	$ 216,869	$ 221,207	$ 225,631	$ 230,143	$ 234,746
Draw on NPLH COSR		$ 2,662	$ 12,848	$ 223,465	$ 231,200	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789
Draw on Supplemental NPLH Reserve		$ 56,848	$ 203,152							$ -	$ -	$ -	$ -	$ -	$ -	$ -
Draw on Operating Deficit Reserve		$ 101,690	$ -	$ 3,768	$ 1,819	$ 34,929	$ 52,395	$ 70,623	$ 89,641	$ 109,479	$ 130,165	$ 151,729	$ 174,204	$ 197,623	$ 222,017	$ 247,423
Laundry & Vending Income	2.0%	$ 8,424	$ 8,592	$ 8,764	$ 8,940	$ 9,118	$ 9,301	$ 9,487	$ 9,677	$ 9,870	$ 10,067	$ 10,269	$ 10,474	$ 10,684	$ 10,897	$ 11,115
POTENTIAL GROSS INCOME:		$ 1,293,793	$ 1,375,921	$ 1,410,352	$ 1,439,800	$ 1,498,635	$ 1,540,719	$ 1,584,059	$ 1,628,689	$ 1,674,652	$ 1,721,986	$ 1,770,730	$ 1,820,929	$ 1,872,628	$ 1,925,865	$ 1,980,693
LIHTC Units Vacancy	5.0%	$ (60,874)	$ (64,904)	$ (66,547)	$ (67,940)	$ (70,801)	$ (72,823)	$ (74,905)	$ (77,051)	$ (79,262)	$ (81,539)	$ (83,885)	$ (86,302)	$ (88,792)	$ (91,357)	$ (94,000)
NPLH Units Vacancy	10.0%	$ (7,632)	$ (7,785)	$ (7,940)	$ (8,099)	$ (8,261)	$ (8,426)	$ (8,595)	$ (8,767)	$ (8,942)	$ (9,121)	$ (9,303)	$ (9,489)	$ (9,679)	$ (9,873)	$ (10,070)
EFFECTIVE GROSS INCOME:		$ 1,225,287	$ 1,303,233	$ 1,335,864	$ 1,363,760	$ 1,419,573	$ 1,459,470	$ 1,500,558	$ 1,542,871	$ 1,586,449	$ 1,631,326	$ 1,677,542	$ 1,725,138	$ 1,774,157	$ 1,824,635	$ 1,876,623
Expenses																
Operating Expenses	3.0%	$ 1,132,569	$ 1,166,546	$ 1,201,542	$ 1,237,589	$ 1,274,716	$ 1,312,958	$ 1,352,347	$ 1,392,917	$ 1,434,705	$ 1,477,746	$ 1,522,078	$ 1,567,740	$ 1,614,773	$ 1,663,216	$ 1,713,112
Replacement Reserve Deposits		$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400
TOTAL EXPENSES		$ 1,179,969	$ 1,213,946	$ 1,248,942	$ 1,284,989	$ 1,322,116	$ 1,360,358	$ 1,399,747	$ 1,440,317	$ 1,482,105	$ 1,525,146	$ 1,569,478	$ 1,615,140	$ 1,662,173	$ 1,710,616	$ 1,760,512
NET OPERATING INCOME		**$ 45,318**	**$ 89,286**	**$ 86,922**	**$ 78,772**	**$ 97,456**	**$ 99,112**	**$ 100,812**	**$ 102,554**	**$ 104,344**	**$ 106,180**	**$ 108,063**	**$ 109,998**	**$ 111,984**	**$ 114,020**	**$ 116,111**
Required Payments																
NPLH Monitoring Fee		$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283
County A1 Monitoring Fee		$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800
City Monitoring Fee		$ 2,662	$ 2,715	$ 2,770	$ 2,825	$ 2,881	$ 2,939	$ 2,998	$ 3,058	$ 3,119	$ 3,181	$ 3,245	$ 3,310	$ 3,376	$ 3,444	$ 3,512
CASH FLOW:		**$ 11,574**	**$ 55,489**	**$ 53,070**	**$ 44,864**	**$ 63,492**	**$ 65,090**	**$ 66,731**	**$ 68,414**	**$ 70,143**	**$ 71,916**	**$ 73,736**	**$ 75,605**	**$ 77,525**	**$ 79,493**	**$ 81,516**
Investor Management Fee		$ 1,250	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000
Partnership Management Fee		$ 8,972	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887
Residual Receipts to Soft Loans		$ 1,352	$ 14,602	$ 12,183	$ 3,977	$ 22,605	$ 24,203	$ 25,844	$ 27,527	$ 29,256	$ 31,029	$ 32,849	$ 34,718	$ 36,638	$ 38,606	$ 40,629

EXHIBIT E

Estoppel Certificate

Exhibit E

GROUND LESSOR ESTOPPEL CERTIFICATE

This Ground Lessor Estoppel Certificate (this "**Certificate**"), dated as of [_____], 2025, is executed by the City of Livermore, a California municipal corporation ("**Ground Lessor**") in favor of **FIRST-CITIZENS BANK & TRUST COMPANY**, its successors, transferees and assigns ("**Senior Lender**"), and **NEF ASSIGNMENT CORPORATION**, an Illinois not-for-profit corporation, as nominee ("**Investor**"). Substantially concurrently with the delivery of this Certificate, Senior Lender has made or intends to make a loan in the initial approximate stated principal amount of $[_____] (the "**Loan**") to **PAC AVENUE, L.P.**, a California limited partnership ("**Tenant**") pursuant to, among other things, a Loan Agreement (Construction Loan) by and between Tenant and Senior Lender (the "**Loan Agreement**"). Tenant's obligations with respect to the Loan are secured by (among other things) a Construction Leasehold Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing made by Tenant with respect to the Loan (the "**Senior Deed of Trust**"), encumbering (among other things) Tenant's leasehold estate under the Ground Lease (as defined below) and all improvements now existing or hereafter made on or within the land leased to Tenant pursuant to the Ground Lease (the "**Land**"). As used herein, references to the Loan and the Loan Agreement shall also include all renewals, extensions, modifications, amendments and restatements thereof, including without limitation those that increase the principal amount or the interest rate thereof or extend the maturity date thereof. Substantially concurrently with the delivery of this Certificate, Pac Avenue LLC, a California limited liability company, as general partner, and Investor, as limited partner, will enter into that certain Amended and Restated Limited Partnership Agreement (as may be amended, the "**Partnership Agreement**"), pursuant to and subject to the conditions thereof, among other things, Investor will make capital contributions to the Partnership in the approximate aggregate principal amount of $[_____] (the "**Investment**"). Ground Lessor's delivery of this Certificate to Senior Lender and Investor is a condition to Senior Lender's making the Loan and Investor making the Investment. Ground Lessor acknowledges that (i) Senior Lender is a "Lender" and the "Senior Lender" as such terms are defined in the Ground Lease, and that the Senior Lender shall be entitled to all of the rights and privileges afforded to a Lender and the Senior Lender under the Ground Lease and (ii) the Senior Deed of Trust is a "Leasehold Mortgage" and the "Senior Leasehold Mortgage" as such terms are defined in the Ground Lease, and that the Senior Deed of Trust shall be entitled to all of the rights and privileges afforded to a Leasehold Mortgage and the Senior Leasehold Mortgage under the Ground Lease. Ground Lessor further acknowledges that Investor is a "Investor" as such term is defined in the Ground Lease, and that Investor shall be entitled to all of the rights and privileges afforded to an Investor under the Ground Lease.

NOW, THEREFORE, for the purpose of providing information to the Senior Lender and Investor with respect to the Ground Lease (as defined below), with the understanding that the Senior Lender and Investor will rely upon the information provided herein, the undersigned Ground Lessor certifies to the Senior Lender and Investor the truth and accuracy of the following statements of fact as of the date first stated above:

1. Ground Lessor is the current "Lessor" under the Ground Lease (as defined below). Ground Lessor has not assigned or otherwise transferred all or any part of Ground Lessor's interest in the Ground Lease.

2. The "**Ground Lease**" consists of the documents described in paragraph 2.1 below, which have not been amended, modified or supplemented except as described in paragraph 2.1 below.

2.1 Ground Lease.

(a) Ground Lease (Phase 1 of Pacific Avenue Development Project) dated as [_____], 2025, between Ground Lessor as lessor and Tenant as lessee.

(b) Memorandum of Lease dated as of [_____], 2025, between Ground Lessor as lessor and Tenant as lessee, recorded on [_____], 2025 as Document No. [_____] in the official public records of the County of Alameda, California ("**Official Records**").

3. A true, correct and complete copy of the Ground Lease (including all documents listed in paragraph 2.1 above) are attached hereto as Exhibit A.

4. Ground Lessor has not encumbered its fee interest in the Land covered by the Ground Lease with any mortgage or deed of trust.

5. Ground Lessor does not hold any security deposit or letter of credit for Tenant's performance under the Ground Lease, and no security deposit or letter of credit for Tenant's performance under the Ground Lease is currently required under the terms of the Ground Lease.

6. Ground Lessor is not a party to, and to Ground Lessor's actual knowledge there is no, pending or threatened condemnation, litigation, administrative or quasi-administrative action or proceeding at law or in equity that could adversely affect the Ground Lease or the Land.

7. All of the payments required to be made by Tenant to Ground Lessor under the Ground Lease through the date first stated above have been paid in full.

8. The notice address for Senior Lender is:

First-Citizens Bank & Trust Company
222 2nd Street, 17th Floor
San Francisco, CA 94105
Attention: Community Development Finance

The Notice address for City is:

City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550
Attention: City Manager

The Notice address for Investor is:

NEF Assignment Corporation
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606
Attention: General Counsel
Email: projectnotices@nefinc.org with subject line of SMT #83146; 83452

and:

NEF Assignment Corporation
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606
Attention: SVP Asset Management

with a copy to:

Bocarsly Emden Cowan Esmail & Arndt LLP

633 W. Fifth Street, Suite 5880
Los Angeles, California 90017
Attention: Rachel Rosner

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Ground Lessor has executed this Certificate in favor of the Estoppel Parties as of the date first stated above.

"**GROUND LESSOR**":

CITY OF LIVERMORE,
a California municipal corporation

By: _____
Marianna A. Burch, City Manager

Exhibit A

Copy of Ground Lease Documents

[Attached]

EXHIBIT F

Addendum Section 202

Exhibit F

LEASE ADDENDUM SECTION 202
(Lessor – Lessee)

Notwithstanding any other provisions of the Ground Lease (this "**Lease**"), between the City of Livermore, a California municipal corporation ("**Lessor**"), and Pac Avenue, L.P., a California limited partnership ("**Lessee**"), if and so long as the Leasehold Estate is subject to a Section 202 Deed of Trust held by the Secretary of Housing and Urban Development ("**HUD**"), or given to the Secretary of HUD in connection with a resale, or the demised premises are acquired and held by him because of a default under said mortgage:

(1) Lessee is authorized to obtain a Section 202 Capital Advance from the Secretary of HUD, secured by a mortgage on the Leasehold Estate. Lessee is further authorized to execute a mortgage on the Leasehold Estate and otherwise to comply with the requirements of HUD for obtaining a mortgage.

(2) Intentionally omitted.

(3) If approved by the Secretary of HUD, Lessee may assign, transfer or sell its interest in the demised premises.

(4) Insurance.

(a) Insurance policies shall be in an amount, and by such companies, and in such form, and against such risks and hazards, as shall be required by any Lender and/or the Secretary of HUD.

(b) Lessor shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by Lessee to HUD. Lessor may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by Lessee.

(5) Condemnation.

(a) If all or any part of the demised premises shall be taken by condemnation, that portion of any award attributable to the improvements, or damage to the improvements, shall be paid to the mortgagee or otherwise disposed of as may be provided in the mortgage. Any portion of the award attributable solely to the taking of the land shall be paid to Lessor. After the date of taking, the annual ground rent shall be reduced ratably by the proportion which the award paid to Lessor bears to the total value of the land as established by the amount the Secretary of HUD would be required to pay upon acquisition of the fee.

(b) In the event of a negotiated sale of all of any portion of the demised premises in lieu of condemnation, the proceeds shall be distributed and ground rents reduced as provided in cases of condemnation, but the approval of the Secretary of HUD shall be required as to the amount and division of the payment to be received.

(6) Lessor agrees that, within ten (10) calendar days after receipt of written request from Lessee, it will join in any authorizations required by any governmental or other body claiming jurisdiction in connection with any work which Lessee may do hereunder, and will also join in any grants for easements for electric, telephone, gas, water, sewer and such other public utilities and facilities as may be reasonable necessary in the operating of the demised premises or of any improvements that may be erected thereon.

(7) Nothing contained in this Lease shall require Lessee to pay any franchise, estate, inheritance, succession, capital levy or transfer tax, or any other tax, assessment, change or levy upon the rent payable by Lessee under this Lease.

(8) Upon any default under this Lease which authorized the cancellation thereof by Lessor, Lessor shall give notice to the Secretary of HUD, and the Secretary of HUD, his successors and assigns, shall have the right and time within six (6) months from the date of such notice to correct the default and reinstate this Lease unless Lessor has first terminated this Lease as provided herein.

At any time after two (2) months from the date a notice of default is given to the Secretary of HUD, Lessor may elect to terminate this Lease and acquire possession of the demised premises. Upon acquiring possession of the demised premises, Lessor shall notify the Secretary of HUD. The Secretary of HUD shall have six (6) months from the date of such notice of acquisition to elect to take a new lease on the demised premises. Such new lease shall have a term equal to the unexpired portion of the term of this Lease and shall be on the same terms and conditions as contained in this Lease, except that the Secretary of HUD's liability for ground rent shall not extend beyond his occupancy under such lease. Lessor shall tender such new lease to the Secretary of HUD within thirty (30) calendar days after a request for such lease and shall deliver possession of the demised premises immediately upon execution of the new lease. Upon executing a new lease, the Secretary of HUD shall pay to Lessor any unpaid ground rentals due or that would have become due under this Lease to the date of execution of the new lease, including any taxes which were liens on demised premises and which were paid by Lessor, less any net rentals or other income which Lessor may have received on account of this property since the date of default under this Lease.

(9) All notices, demands and requests which are required to be given by Lessor, Lessee or the Secretary of HUD shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to:

U.S. Department of Housing and Urban Development
One Sansome Street, Suite 1200
San Francisco, California 94104
Attention: Office of Regional Counsel

unless a request for a change in this address has been sent the party giving the notice by registered or certified mail prior to the time when such notice is given.

(10) This Lease shall not be modified without the consent of the Secretary of HUD.

The remainder of this page is blank.

EXHIBIT G

Schedule of Related Documents

EXHIBIT G

Schedule of Related Documents

1) Phase 1 Environmental Site Assessment dated June 2021, prepared by Geocon Consultants; Location of Record: City of Livermore
2) Affordable Housing Loan Agreement by and between the City of Livermore and Pac Avenue, L.P for Pacific Senior Apartments Phase 1, entered into after this lease agreement. Location of Record: City of Livermore.
3) The Deed of Trust with Assignment of Rents, Regulatory Agreement for Capital Advance Mixed Finance Program, the Capital Advance Mixed-Finance Program Use Agreement and the UCC Financing Statement by and between the U.S. Department of Housing and Urban Development and Pac Avenue L.P., collectively, the "HUD 202 Loan Documents", entered into after this lease agreement. Location of Record: City of Livermore
4) Loan Agreement (Construction Loan) by and between First Citizens Bank and Trust Company and Pac Avenue, L.P. along with the Promissory Note secured by the Construction Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing entered into after this lease agreement, collectively, "Senior Loan Documents". Location of Record: City of Livermore.
5) Site Plan Design Review (SPDR) 20-005 and Subdivision (SUB) 20-001 for the Pacific Avenue Affordable Housing Project consisting of 140 affordable senior housing rental units, approved by the Livermore Planning Commission on November 16, 2021

GROUND LEASE

by and between

City of Livermore, as Lessor

and

Pac Avenue, L.P., as Lessee

Dated as of _____, 2025

Pacific Avenue Senior Apartments Phase 1

TABLE OF CONTENTS

PAGE

ARTICLE 1. DEFINITIONS 1

Section 1.1 Definitions 1

Section 1.2 Exhibits 8

ARTICLE 2. LEASE OF THE LAND 8

Section 2.1 Lease of Land 8

Section 2.2 Term 8

Section 2.3 Use 8

Section 2.4 Possession 9

Section 2.5 Memorandum of Lease 9

Section 2.6 As-Is Conveyance 9

Section 2.7 Lesse to Rely on Own Experts 9

ARTICLE 3. THE IMPROVEMENTS 10

Section 3.1 Construction 10

Section 3.2 Liens 10

Section 3.3 Permits, Licenses and Easements 11

Section 3.4 Title to Improvements 11

Section 3.5 Benefits of Improvement During Term 12

ARTICLE 4. RENTS 12

Section 4.1 Ground Rent 13

Section 4.2 Payments 13

Section 4.3 Determination of Market Rate Rent 13

ARTICLE 5. TAXES AND OTHER IMPOSITIONS; UTILITIES 13

Section 5.1 Payment of Impositions 13

Section 5.2 Lessor's Estate 13

Section 5.3 Contested Taxes and Other Impositions 14

Section 5.4 Valuation Assessment/Property Tax Exemption 14

Section 5.5 Failure to Pay Impositions 14

Section 5.6 Utilities 14

ARTICLE 6. INSURANCE 15

Section 6.1 Required Insurance Coverage 15

Section 6.2 Insurance Policies and Premiums 16

Section 6.3 Proceeds of Insurance 17

Section 6.4 Limitation of Liability 17
ARTICLE 7. MAINTENANCE, ALTERATIONS, REPAIRS AND REPLACEMENTS 17
Section 7.1 Maintenance of Leased Premises; Landscaping 17
Section 7.2 Landscaping Maintenance 18
Section 7.3 Alterations to Leased Premises 18
Section 7.4 Indemnifications 19
ARTICLE 8. MORTGAGE LOANS 19
Section 8.1 Intentionally Omitted 19
Section 8.2 Liens and Encumbrances Against the Leasehold Estate 19
Section 8.3 Cost of Approved Loans to be Paid by Tenant 23
Section 8.4 Proceeds of Approved Loans 24
Section 8.5 Notice and Right to Cure Defaults Under Approved Loans 24
Section 8.6 Rights of Investor 24
Section 8.7 Right to Pay Taxes and Leasehold 24
ARTICLE 9. REPRESENTATIONS, WARRANTIES AND COVENANTS 24
Section 9.1 Representations, Warranties and Covenants of Lessor 24
Section 9.2 Representations, Warranties and Covenants of Lessee 26
Section 9.3 Hazardous Materials 26
Section 9.4 Relocation Obligations and Indemnity 26
Section 9.5 Hazardous Materials Indemnification 27
Section 9.6 Prevailing Wage Requirements 27
Section 9.7 Compliance with Laws 28
Section 9.8 Affordability and Use Restrictions 28
Section 9.9 Selection of Tenants 32
Section 9.10 Reporting Requirements; Access to Information; Inspections 33
Section 9.11 Non-Discrimination; Compliance with Fair Housing Laws 34
Section 9.12 Fair Housing 34
Section 9.13 Management Entity and Replacement of Management Agent 34
ARTICLE 10. EMINENT DOMAIN 35
Section 10.1 Termination of Lease 35
Section 10.2 Continuation of Lease and Presumption of Restoration 35

Section 10.3 Temporary Taking 35
Section 10.4 Appointment of Award 35
Section 10.5 Joinder 37
Section 10.6 City Reservation of Rights 37
ARTICLE 11. DAMAGE OR DESTRUCTION 37
Section 11.1 Damage or Destruction to Leased Premises 37
Section 11.2 Damage or Destruction Near End of Term 38
Section 11.3 Distribution of Insurance Proceeds 38
Section 11.4 Insurance Requirements 38
ARTICLE 12. EVENTS OF DEFAULT 39
Section 12.1 Events of Default 39
Section 12.2 Rights and Remedies 40
Section 12.3 Default by Lessor 42
Section 12.4 Notices 42
ARTICLE 13. QUIET ENJOYMENT AND POSSESSION; INSPECTIONS 42
Section 13.1 Quiet Enjoyment 42
Section 13.2 Lessor's Right of Inspection 42
ARTICLE 14. VACATION OF LEASED PREMISES 43
Section 14.1 Vacation Upon Termination 43
Section 14.2 Surrender 43
ARTICLE 15. NON-MERGER 43
Section 15.1 Non-Merger 43
ARTICLE 16. TRANSFERS 43
Section 16.1 Permitted Transfer by Lessee 43
ARTICLE 17. MISCELLANEOUS PROVISIONS 44
Section 17.1 Consents 45
Section 17.2 Enforced Delay; Extension of Times of Performance 45
Section 17.3 Interpretation 45
Section 17.4 Entire Agreement: Modifications 45
Section 17.5 Governing Law 45
Section 17.6 Binding Effect 46
Section 17.7 Severability 46

Section 17.8 Further Assurances 46
Section 17.9 Authority to Execute Agreement 46
Section 17.10 Lease Administration and Approvals 46
Section 17.11 Captions 46
Section 17.12 Gender 46
Section 17.13 Exhibits 46
Section 17.14 References 46
Section 17.15 Cumulative 47
Section 17.16 Notices 47
Section 17.17 Counterparts 48
Section 17.18 Time of Essence 48
Section 17.19 Attorneys' Fees 48
Section 17.20 No Third-Party Beneficiaries 48
Section 17.21 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship 48
Section 17.22 Holding Over 48
Section 17.23 End of Term Transfer of Improvements and Leasehold Estate 48

Exhibit A: Legal Description of the Leased Premises
Exhibit B: Site Map of the Leased Premises
Exhibit C: Memorandum of Lease
Exhibit D: Financing Plan
Exhibit E: Estoppel Certificate
Exhibit F: Addendum Section 202
Exhibit G: Schedule of Related Documents

GROUND LEASE
(Phase 1 of Pacific Avenue Development Project)

This Ground Lease (the "Lease") is entered into as of _____, 2025 (the "Commencement Date"), by and between City of Livermore, a California municipal corporation ("Lessor") and Pac Avenue, L.P., a California limited partnership ("Lessee").

RECITALS

A. Satellite Affordable Housing Associates, Inc., a California nonprofit public benefit corporation ("Satellite Affordable Housing Associates"), entered into that certain Disposition, Development and Loan Agreement for Pacific Senior Development Project dated September 16, 2021, with Lessor, and the City of Livermore, a public body corporate and politic (the **"City**"), as amended by that certain First Amendment to Disposition, Development and Loan Agreement dated December 13, 2022, (collectively, the "DDLA"). Under the DDLA, the City agreed to ground lease the property on Parcel Map No. 10858, in Book 360, Pages 87-89 of Map, Parcel 2 (the "**Land**") to Lessee for ninety-nine (99) years or such longer term as required by lenders and investors, and Lessee has agreed to develop and operate thereon seventy-nine (79) residential dwelling units and related interior and exterior improvements, including but not limited to, a rental office and a community center (the "Improvements").

B. Lessor desires to lease the Land to Lessee for a period of ninety-nine (99) years pursuant to the terms of this Lease.

C. Capitalized terms which are referred to and utilized throughout this Lease are defined in Article 1 of this Lease.

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

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. For the purposes of this Lease, the following defined terms shall have the meanings ascribed thereto in this Article 1:

(a) Additional Rent: is any amount in addition to Rent and is due and payable within 30 days of invoice from Lessor.

(b) Adjusted for Family Size Appropriate for the Unit: shall be determined consistent with Section 50052.5(h) of the California Health and Safety Code, subject to the application of federal rules and regulations applicable to Project financing sources, including Section 42(g)(2) of the Internal Revenue Code of 1986 as amended (or successor provision).

(c) Affordable Housing Loan Agreement: is the legal contract between the City and Pac Avenue, L.P. that establishes the agreed loan conditions for Phase 1 of the Pacific Avenue Project, as listed in Exhibit "G" hereto.

(d) Affordable Rent(s): means the following amounts, less a utility allowance and other fees and charges required to be paid by tenants of the Project on a non-optional basis which have been approved by the City (i) for units that are restricted for rental to households with incomes of not more than twenty percent (20%) of AMI ("**20% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of thirty percent (30%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit (ii) for units that are restricted for rental to households with incomes of not more than thirty percent (30%) of AMI ("**30% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of thirty percent (30%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit; (iii) for units that are restricted for rental to households with incomes of not more than fifty percent (50%) of AMI (**"50% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of fifty percent (50%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit; and (iv) for units that are restricted for rental to households with incomes of not more than sixty percent (60%) of AMI ("**60% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of sixty percent (60%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit. Rents shall be limited to no greater than the TCAC published rents for the aforementioned income categories.

(e) Affordability Term: A term of fifty-eight (58) years following the date of recording of this Lease in the Official Records of the County of Alameda.

(f) AMI: See definition of Area Median Income.

(g) Applicable Laws: are defined in Section 9.7.

(h) Area Median Income or AMI: means the median income for Alameda County, California, adjusted for actual household size, as determined in accordance with TCAC regulations.

(i) Approved Loans: All loans, including without limitation, the City A&R Predevelopment Loan, the City Development Loan, the County Loan, the AHP Loan, HUD 202 Loan, as listed in Exhibit G, and the Senior Loan as defined in the Affordable Housing Loan Agreement, obtained from time to time by Lessee for the construction and permanent financing of the Improvements in compliance with the Financing Plan attached hereto as Exhibit D, as such Financing Plan may be revised from time to time by written consent of the Parties, and the refinancing of any such loan provided that the new loan does not exceed the greater of (i) the outstanding principal balance of the original loan, and (ii) eighty percent (80%) the value of the Improvements as determined by an appraisal conducted at Lessee's expense by an MAI appraiser selected by the lender and approved by Lessor. The Financing Plan cannot be amended to remove a reference to an Approved Loan unless that Loan has been repaid in full.

(j) Casualty: As defined in Article 11 hereof.

(k) City: The City of Livermore, California.

(l) City Loan: means that certain City A&R Predevelopment loan from City to be assumed by Lessee and that certain City Development Loan to be provided by City to Lessee pursuant to the terms set forth in that certain Affordable Housing Loan Agreement, listed in Exhibit G, between City and Lessee, to assist the Lessee with predevelopment and construction costs of the Project.

(m) Claims: means collectively: claims, demands, investigations, actions, causes of action, suits, judicial or administrative proceedings, damages, losses, liabilities, costs, expenses (including without limitation reasonable attorneys' fees), damages, penalties, deficiencies, fines, orders, charges, judgments, awards, liens, remedial action requirements, and enforcement actions of any kind.

(n) Construction Plans: means all construction documents upon which Lessee and Lessee's contractors shall rely in developing the Land and constructing the Project (including landscaping, parking, common and public areas) and shall include, without limitation, final architectural drawings, the site development plan, landscaping, exterior lighting and signage plans and specifications, materials specifications, final elevations, and building plans and specifications.

(o) County: The County of Alameda, California.

(p) County Loan: means collectively, that certain construction/permanent loan of Measure A1 funds to be provided by County to Lessee in the principal amount of $6,234,012.

(q) Commencement Date: The date set forth in the first paragraph of this Lease.

(r) DDLA: As defined in Recital A.

(s) Eligible Household: A household for which gross household income upon initial occupancy does not exceed the maximum income level as specified in Section 9.8 and which includes at least one member who is age 62 or older or other qualifying resident pursuant to California Civil Code Section 51.3.

(t) Environmental Laws: All federal, state or local statutes, ordinances, rules, regulations, orders, decrees, judgments or common law doctrines, and provisions and conditions of permits, licenses and other operating authorizations regulating, or relating to, or imposing liability or standards of conduct concerning (i) pollution or protection of the environment, including natural resources; (ii) exposure of persons, including employees and agents, to Hazardous Materials or other products, raw materials, chemicals or other substances; (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities; (iv) the manufacture, use or introduction into commerce of Hazardous Materials, including without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal; or (iv) the use, release or disposal of Hazardous Materials or the remediation of air, surface waters, groundwaters or soil, as now or may at any later time be in effect, together with any regulations promulgated thereunder.

(u) Environmental Report: means the Phase 1 Environmental Site Assessment dated June 2021, prepared by Geocon Consultants, listed in Exhibit G.

(v) Event of Default: As described in Article 12 of this Lease.

(w) Financing Plan: the plan attached hereto as Exhibit D which among other things describes the sources and uses for construction and permanent financing for the Project.

(x) Governmental Authorities: Any applicable federal, State or local governmental or quasi-governmental entities, subdivisions, agencies, authorities or instrumentalities having jurisdiction over the Leased Premises, the Improvements, Lessor or Lessee.

(y) Hazardous Materials: Any chemical, material or substance now or hereafter defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, extremely hazardous waste, restricted hazardous waste, toxic substances, pollutant or contaminant, imminently hazardous chemical substance or mixture, hazardous air pollutant, toxic pollutant, or words of similar import under any local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto applicable to the Leased Premises, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. 5101, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.; and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901, et seq. ("RCRA"). The term Hazardous Materials shall also include any of the following: any and all toxic or hazardous substances, materials or wastes listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and in any and all amendments thereto; oil, petroleum, petroleum products (including, without limitation, crude oil or any fraction thereof), asbestos and asbestos-containing materials, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, not otherwise designated as a hazardous substance under CERCLA; any substance which is toxic, explosive, corrosive, reactive, flammable, infectious or radioactive (including any source, special nuclear or by product material as defined at 42 U.S.C. 2011, et seq.), carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority; asbestos in any form; urea formaldehyde foam insulation; transformers or other equipment which contain dielectric fluid containing levels of polychlorinated byphenyls; radon gas; or any other chemical, material or substance (i) which poses a hazard to the Leased Premises, to adjacent properties, or to persons on or about the Leased Premises, (ii) which causes the Leased Premises to be in violation of any of the aforementioned laws or regulations, or (iii) the presence of which on or in the Leased Premises requires investigation, reporting or remediation under any such laws or regulations.

(z) Impositions: All taxes, assessments, water and sewer charges, charges for public utilities, excises, levies, license and permit fees and other charges that shall or may be assessed, levied or imposed during the Term by any Governmental Authorities upon the Leased Premises or any part thereof, including the buildings or improvements now or hereafter located thereon, including without limitation, possessory interest taxes. "Impositions" shall not include

any income tax, capital levy, estate, succession, inheritance, or similar taxes of Lessor. Except for a tax, assessment, or charge resulting from Lessee's use of the Leased Premises pursuant to this Lease, "Impositions" shall not include any franchise tax imposed upon any owner of the fee of the Leased Premises, or any income, profits or revenue tax, assessment or charge imposed upon the rent or other benefit received by Lessor under this Lease by any Governmental Authorities.

(aa) Improvements: The senior affordable rental housing development comprised of seventy nine (79) residential dwelling units to be developed on the Land, all of which, other than one (1) Management Unit, will be restricted for occupancy by Eligible Households at Affordable Rents, including, without limitation the following: community space, parking, tenant related space and related ancillary facilities, together with any and all replacements or substitutions therefor or modifications thereto, in accordance with all approvals and conditions for use by the City for the Leased Premises. The Improvements are also referred to in this Lease as "**Phase 1**" or the "**Project**".

(bb) Indemnitees: Lessor and its elected and appointed officials, officers, directors, employees, agents, contractors, representatives and designated volunteers.

(cc) Insurance Requirements: The requirements, whether now or hereafter in force, of any insurer or insurance carrier, any board of fire underwriters or any other company, bureau, organization or entity performing the same or similar functions, applicable to the Leased Premises and/or the Improvements, or any portion thereof, to the extent so applicable.

(dd) Investor: The low-income housing tax credit investor that will provide equity to the Project and all permitted successors and assigns.

(ee) Land: As defined in Recital A above.

(ff) Lease Year: A calendar year.

(gg) Leased Premises: The Land, together with all and singular rights, easements, licenses, privileges and appurtenances thereunto attaching or in any way belonging thereto.

(hh) Leasehold Mortgage: Any mortgage, deed of trust, security agreement or collateral assignment pursuant to an Approved Loan encumbering Lessee's Estate as a leasehold mortgage lien.

(ii) Legal Requirements: All laws, statutes, codes, ordinances, orders, rules, regulations and requirements of all Governmental Authorities and the appropriate agencies, officers, departments, boards and commissions thereof, whether now or hereafter in force applicable to Lessor, Lessee, the Leased Premises, the Improvements, or any portion thereof, to the extent so applicable.

(jj) Lender: The holder, mortgagee, grantee or secured party under any Leasehold Mortgage.

(kk) Lessee's Estate or Leasehold Estate: During the Term of this Lease, Lessee's leasehold interest in the Land and Lessee's fee ownership interest in the Improvements, subject to Lessor's reversionary interest in the Improvements pursuant to this Lease.

(ll) Lessor's Estate: Lessor's fee estate in the Land and reversionary interest in the Improvements pursuant to this Lease.

(mm) Loan Agreement: means the Affordable Housing Loan Agreement executed by City and Lessor, executed concurrently herewith, which evidences the City Loan.

(nn) Loan Documents: All documents executed by Lessee evidencing or securing an Approved Loan.

(oo) Management Agent: The Person designated from time to time as "Management Agent" of all or any portion of the Improvements under any management agreement entered into from time to time with Lessee. The initial Management Agent will be Satellite Affordable Housing Associates Property Management Corporation.

(pp) Market Rate Rent: shall be the fair market rental value as reasonably determined by Lessor.

(qq) Net Condemnation Award: The net amounts owed or paid to the Parties or to which either of the Parties may be or become entitled by reason of any Taking or pursuant to any agreement with any condemning authority which has been made in settlement of any proceeding relating to a Taking, less any costs and expenses incurred by the Parties in collecting such award or payment.

(rr) Partnership: The limited partnership that is the Lessee.

(ss) Party: Lessor or Lessee, as applicable. Lessor and Lessee shall be referred to collectively as the "**Parties**".

(tt) Permitted Encumbrances: Permitted title encumbrances as defined in Section 9.1(a).

(uu) Person: An individual, partnership, corporation, public benefit corporation, trust, unincorporated association, or other entity or association.

(vv) Phase 1 of the Project: Improvements will be developed on Parcel 2 of Parcel Map 10858 ("Phase 1"), as described in Exhibit A, and will consist of approximately seventy-nine (79) units in a mix of one- and two-bedroom units and one manager's unit.

(ww) Phase 2 of the Project: Improvements will be developed on Parcel 4 of Parcel Map 10858 ("Phase 2"), and will consist of approximately sixty-one (61) units in a mix of one- and two-bedroom units.

(xx) Regulatory Agreement: That certain Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants to be executed by Lessor and Lessee, as a condition of the Loan Agreement.

(yy) Rent(s): As described in Section 4.1 hereof.

(zz) Rent Restricted: As described in Section 9.8 hereof.

(aaa) Restricted Unit(s): As described in Section 9.8 hereof.

(bbb) Senior Lender: means First-Citizens Bank & Trust Company.

(ccc) Senior Leasehold Mortgage: means that certain Construction Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing executed by Lessee for the benefit of Senior Lender, dated _____as it may be amended from time to time, listed in Exhibit G. The Senior Leasehold Mortgage is the Leasehold Mortgage with a first position lien and security interest on the Leasehold Estate.

(ddd) Senior Loan: means that certain construction loan in the amount of $30,223,785.00_ made by Senior Lender to Lessee pursuant to the terms of the Senior Loan Documents.

(eee) Senior Loan Documents: means those certain loan documents evidencing and/or securing the Senior Loan (including, without limitation, the Senior Leasehold Mortgage), listed in Exhibit G, as they may be amended from time to time.

(fff) Taking: A taking during the Term hereof of all or any part of the Leased Premises and/or the Improvements, or any interest therein or right accruing thereto, as a result of the exercise of the right of condemnation or eminent domain materially affecting the Leased Premises or any part thereof. A conveyance in lieu of or in anticipation of the exercise of any such right of condemnation or eminent domain shall be considered a Taking. Any such Taking shall be deemed to have occurred upon the earlier to occur of (a) the date on which the property, right or interest so taken must be surrendered to the condemning authority, or (b) the date title vested in a condemning authority or other party pursuant to any Taking.

(ggg) Tax Credit Eligible Household: A household that is eligible to rent and occupy a qualified low-income dwelling unit under Section 42 of the Internal Revenue Code and applicable TCAC and State of California Legal Requirements relating to low-income housing tax credits including but not limited to California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4, and 23610.5 and California Health and Safety Code Section 50199, *et seq*.

(hhh) Tax Credit Restrictive Covenant: The agreement with TCAC to be executed by Lessee and properly recorded against the Lessee's Estate in the land records of the County, setting forth certain terms and conditions under which seventy-nine (79) of the residential units in the Improvements will be operated.

(iii) TCAC: means the California Tax Credit Allocation Committee.

(jjj) Tenant(s): Any tenant, sublessee or licensee of Lessee under any Tenant Lease(s).

(kkk) Tenant Lease(s): Any lease or license agreement entered into by Lessee with residents of the residential units to be developed on the Land.

(lll) Term: The period of time described in Section 2.2 hereof.

(mmm)Transfer: Any sale, assignment, transfer, conveyance, lease, sublease, encumbrance, mortgage, or hypothecation, in any manner or form or any agreement to do any of the foregoing.

Section 1.2 Exhibits. The Exhibits referred to in this Lease and attached hereto are:

Exhibit A:	Legal Description of the Land
Exhibit B:	Site Map of the Land
Exhibit C:	Memorandum of Lease
Exhibit D:	Financing Plan
Exhibit E:	Estoppel Certificate
Exhibit F:	Addendum Section 202
Exhibit G:	Schedule of Related Documents

ARTICLE 1.
LEASE OF THE LAND

Section 1.1 Lease of Land. Subject to the terms hereof and in consideration of the covenants of payment and performance stipulated herein, Lessor leases the Land to Lessee, and in consideration thereof, Lessee takes, hires and leases the Land from the Lessor, pursuant to the terms of this Lease.

Section 1.2 Term. Unless sooner terminated pursuant to the provisions hereof, this Lease shall continue in full force and effect for a term ("Term"), commencing on the Commencement Date and expiring on midnight the day immediately preceding the ninety-ninth year (99th) anniversary from the Commencement Date.

Section 1.3 Use. Subject to the provisions hereof, Lessee shall use the Leased Premises for the construction and operation of the Project, which includes the construction, development and operation of the Improvements on the Land in accordance with the restrictions and requirements set forth in Article 3 hereof. Further, Lessee agrees:

(a) not to use the Leased Premises or permit the Leased Premises to be used for any disorderly or unlawful purpose, and not to commit or permit to be committed any unlawful conduct on the Leased Premises;

(b) to use reasonable efforts to prevent any Tenant from committing or maintaining any nuisance or unlawful conduct on or about the Leased Premises;

(c) to use reasonable efforts to prevent any action by any Tenant that would cause Lessee to violate this Lease;

(d) to take reasonable action, if necessary, to abate any action by any Tenant that violates, or that would cause Lessee to violate this Lease or any law or regulation; and

(e) subject to the laws of the State of California and the rights of Tenants, to permit Lessor and its agents to inspect the Leased Premises or any part thereof at any reasonable time during the Term.

Section 1.4 Possession. Lessor agrees to and shall provide possession of the Leased Premises to Lessee, free and clear of all rights to possession or use by any tenants or other individuals or entities other than Lessee (except as disclosed to Lessee or apparent from Lessee's inspection), and free and clear of any encumbrances (except for Permitted Encumbrances) except as expressly approved by Lessee and Senior Lender in writing. Lessee hereby approves the Regulatory Agreement and encumbrances associated with the City Loan, the State's Tax Credit Allocation Committee (TCAC), the County Loan, the Senior Loan, Section 202 funding from HUD, No Place Like Home funding from the State and all other financing for the project.

Section 1.5 Memorandum of Lease. The Parties shall execute and acknowledge a memorandum of ground lease, substantially in the form attached hereto as Exhibit C, which shall be recorded at Lessee's expense.

Section 1.6 AS-IS Conveyance. Lessee specifically acknowledges that Lessor is leasing the Leased Premises to Lessee on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis and that except as may be expressly stated in this Lease, Lessee is not relying on any representations or warranties of any kind whatsoever, express or implied, from Lessor as to any matters concerning the Leased Premises, including without limitation: (i) the quality, nature, adequacy and physical condition of the Leased Premises, including, but not limited to, appurtenances, access, landscaping, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Leased Premises, (iv) the development potential of the Leased Premises, and the Leased Premises' use, merchantability, or fitness, suitability, value or adequacy of the Leased Premises for any particular purpose, (v) the zoning or other legal status of the Leased Premises or any other public or private restrictions on use of the Leased Premises, (vi) the compliance of the Leased Premises or its operation with any Environmental Laws, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the presence or removal of Hazardous Material, substances or wastes on, under or about the Leased Premises or the adjoining or neighboring property; (viii) the quality of any labor and materials used in any improvements on the Leased Premises, or (ix) the condition of title to the Leased Premises.

Section 1.7 Lessee to Rely on Own Experts. Lessee understands that notwithstanding the delivery by Lessor to Lessee of any documents or disclosures, including, without limitation,

third party reports, Lessee has relied and will rely entirely on Lessee's own experts and consultants and its own independent investigation in proceeding with the leasing of the Leased Premises.

ARTICLE 2.
THE IMPROVEMENTS

Section 2.1 Construction. Lessee shall cause the Improvements to be constructed in substantial compliance with the Construction Plans approved by City and the terms and conditions of the land use permits and approvals and building permits, including any variances granted for the Improvements to be approved by Lessor, within twenty-four (24) months from the execution of this Lease. Any and all Improvements constructed by or on behalf of Lessee shall be constructed in a good and workerlike manner, in compliance with all applicable Legal Requirements. Except as may be specified in the documents evidencing the City Loan and any City financing for the Project that may be approved by the City in its sole discretion, Lessee shall bear the entire and sole cost of planning, designing, engineering, financing, constructing, supervising, and inspecting the Improvements, including all fees and mitigation measures. Lessee shall provide plans and as-built drawings to City.

Section 2.2 Liens. Lessee shall not have any right, authority or power to bind Lessor, Lessor's Estate, or any interest of Lessor in the Land or the Leased Premises, for any claim for labor or material, or for any other charge or expense, lien or security interest incurred in connection with Lessee's use of the Land, or the development, construction or operation of the Improvements, or any change, alteration or addition thereto. Lessee shall have the right to encumber Lessee's Estate with security instruments required in connection with the Approved Loans, which Approved Loans shall not require the Lessor's consent, and with utility easements and other customary easements necessary and incidental to the development, construction and operation of the Improvements, provided that such easements are subject to the approval of Lessor, which shall not be unreasonably withheld, conditioned or delayed. One year prior to the termination of the Lease, the Lessee shall provide the City notice of all easements on the property and the City shall have the sole right to determine whether the easement shall be removed from the property or continue to remain with the land. Lessee shall provide to the City all documents the City determines in its sole discretion are necessary to (1) evaluate said easements and (2) either remove from or continue said easements on the Leased Premises.

The Lessee shall not create or permit or suffer to be created or to remain upon the Lessor's Estate or any interest of Lessor in the Land or the Leased Premises, or upon the Leased Premises, or any part thereof, and will discharge, any lien (except as permitted in the preceding paragraph and/or Section 2.4 hereof), including, but not limited to, the liens of mechanics, laborers, materialmen, suppliers or vendors for work or materials alleged to be done or furnished in connection with the Leased Premises or the Project, or any part thereof. Except as permitted in the preceding paragraph and/or Section 2.4 hereof, if any claim of lien is filed against the Lessor's Estate or any interest of Lessor in the Land or the Leased Premises, or a stop notice is served on any other lender or other third party in connection with the Leased Premises or the Improvements, or upon the Leased Premises, or any part thereof, then the Lessee shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop

notice, effect the release of such lien or stop notice by delivering to the Lessor a surety bond in sufficient form and amount, or provide the Lessor with other assurance satisfactory to the Lessor that the claim of lien or stop notice will be paid or discharged. If the Lessee fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Lease, then in addition to any other right or remedy, the Lessor may (but shall be under no obligation to) following not less than 10 business days' written notice to Lessee, discharge such lien, encumbrance, charge, or claim at the Lessee's expense. Any expense incurred by Lessor pursuant to this Section shall be immediately due and payable by Lessee to Lessor as Additional Rent under this Lease within thirty (30) days of invoice from Lessor. The Lessee shall have the right to contest in good faith and by appropriate legal proceedings the validity or amount of any mechanics', laborers', materialmen's, suppliers' or vendors' lien or claimed lien; provided that the Lessee shall utilize all reasonable means (including the posting of adequate security for payment) to protect the Leasehold Estate, the Lessor's Estate and any other interest of Lessor in the Land or the Leased Premises against foreclosure. In addition to any other indemnities provided in this Lease, Lessee shall indemnify, protect, defend (with counsel of Lessor's choosing), and hold harmless the Indemnitees from any and all alleged or actual Claims arising by reason of or in connection with a contractor's lien or work, stop notice, labor, services, or materials supplied or claimed to have been supplied to Lessee or anyone holding the Leased Premises or the Improvements, or any part thereof, through or under Lessee.

Nothing in this Lease shall be construed as constituting the consent of the Lessor, expressed or implied, to the performance of any labor or the furnishing of any materials or any specific improvements, alterations of or repairs to the Leased Premises or the Project, or any part thereof, by any contractor, subcontractor, laborer or materialman, nor as giving the Lessee or any other person any right, power or authority to act as agent of or to contract for, or permit the rendering of, any services or the furnishing of any materials in such manner as would give rise to the filing of mechanics' liens or other claims against the Lessor's Estate or any other interest of Lessor in the Land or the Leased Premises. The Lessor shall have the right at all reasonable times to post and keep posted on the Leased Premises any notices which the Lessor may deem necessary for the protection of the Lessor and of Lessor's Estate or any other interest of Lessor in the Land or the Leased Premises from mechanics' liens or other claims. In addition, but subject to the paragraph above, the Lessee shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons doing any work or furnishing any materials or supplies to the Lessee, or any of its respective contractors or subcontractors in connection with the Leased Premises and the Project. The provisions of this Section shall survive the expiration or termination of this Lease.

Section 2.3 Permits, Licenses and Easements. Lessor shall not unlawfully obstruct or impede Lessee from seeking any and all permits, licenses, easements and other authorizations required by any Governmental Authority with respect to any construction or other work to be performed on the Leased Premises and, Lessor will not unlawfully obstruct or impede Lessee from obtaining as applicable, all permits, licenses, easements and other governmental authorizations that are necessary or helpful for electric, telephone, gas, cable television, water, sewer, drainage, access and such other public or private utilities or facilities as may be reasonably necessary or desirable in connection with the construction or operation of the Improvements. Payment of all fees, costs and expenses associated with any of the foregoing, including, without limitation, utility

connection fees and ongoing service fees, shall be the responsibility of Lessee, and Lessor shall have no responsibility to pay any such fees, costs or expenses.

Section 2.4 Title to Improvements.

(a) During the Term. Lessor hereby grants to Lessee, without warranty express or implied, any right, title, or interest that Lessor may have in the Improvements now or hereafter located on the Leased Premises. Notwithstanding any provision in this Lease to the contrary, the Improvements and all alterations, additions, equipment, and fixtures built, made or installed by Lessee in, on, under or to the Leased Premises or Improvements shall be the sole property of Lessee until the expiration of the Term or other termination of this Lease; provided, however, that Lessee shall have no right to destroy, demolish or remove the Improvements except as specifically provided for in this Lease or as approved in writing by Lessor. It is the intent of the parties hereto that this Lease shall create a constructive notice of severance of the Improvements from the Leased Premises without the necessity of a deed from Lessor after the Improvements have been constructed. Notwithstanding the foregoing, Lessee shall be permitted to demolish any improvements located on the Leased Premises as of the Commencement Date, provided that all work related to such demolition is performed in compliance with all Legal Requirements, including without limitation, all Environmental Laws.

(b) After the Term. Upon the expiration of the Term or other termination of the Lease, the Improvements and all alterations, additions, equipment and fixtures shall be deemed to be and shall automatically become the property of Lessor, without cost or charge to Lessor. Lessor agrees that Lessee, at any time prior to the expiration or other termination of this Lease, may remove from the Leased Premises any and all equipment which Lessee has furnished for maintenance purposes or for the use of the Management Agent, provided that Lessee shall repair any physical damage to the Leased Premises caused by the removal of such equipment and property. Lessee agrees to execute, at the request of Lessor at the end of the Term, a confirmatory quitclaim deed of the Improvements to Lessor to be recorded at Lessor's option and expense and any other documents that may be reasonably required by Lessor or Lessor's title company to provide Lessor title to the Leased Premises and the Improvements free and clear of all monetary liens and monetary encumbrances not caused or agreed to by Lessor. Without limiting the foregoing, upon the expiration or sooner termination of this Lease, Lessee shall deliver the Leased Premises and the Improvements to Lessor free of all monetary liens and encumbrances unless otherwise consented to in writing by Lessor. Any equipment or other personal property not removed from the Leased Premises by the expiration of the Term shall become the property of Lessor, and Lessor shall have the right to dispose of such equipment and property in the manner of Lessor's choosing. Lessee expressly waives the protections in Sections 1980-1993.09 of the California Civil Code, amended from time to time, as applicable. Lessee shall require Tenant Leases to include a waiver of the protections in Sections 1980-1992 of the California Civil Code, as amended from time to time, so long as there is no legal prohibition against a waiver of these provisions for residential tenancies.

Section 2.5 Benefits of Improvement During Term. Lessor acknowledges and agrees that any and all depreciation, amortization and tax credits for federal or state tax purposes relating to the Improvements located on the Leased Premises and any and all additions thereto,

substitutions therefor, fixtures therein and other property relating thereto shall be deducted or credited exclusively by Lessee during the Term.

ARTICLE 3.
RENTS

Section 3.1 Ground Rent. For each Lease Year during the Term during which rent charged to residential Tenants is restricted by a regulatory agreement recorded for the benefit of TCAC or another governmental agency that imposes rent restrictions that are more stringent than those set forth in Section 9.8 of this Lease ("Affordability Restrictions"), annual rent shall be paid by the Lessee to the Lessor in advance on or before the first calendar day of March each year ("Rent") in the nominal amount of $1.00 per Lease Year or partial Lease Year. If at any time during the Term, rent charged to residential Tenants is no longer restricted by Affordability Restrictions that are more stringent than those set forth in Section 9.8, then commencing upon the expiration of such restrictions, Lessee shall pay annual Rent in an amount equal to Market Rate Rent as determined in accordance with Section 4.3, commencing with the first month following the date the Affordability Restrictions no longer encumber the Improvements, in advance for each succeeding (or partial) year remaining in the Term.

Section 3.2 Payments. All Rent, Additional Rent, and other sums, if any, due to Lessor hereunder shall be paid by Lessee to Lessor at the address of Lessor set forth hereinafter for notices, or to such other person and/or at such other address as Lessor may direct by written notice to Lessee, without notice or demand, and without abatement, deduction or set off. Additional Rent or other sums shall be due and owing to Lessor within thirty (30) days of Lessor's demand to Lessee.

Section 4.3 Determination of Market Rate Rent. Market Rate Rent shall be the fair market rental value as reasonably determined by Lessor; provided however, if Lessee reasonably and in good faith disputes Lessor's determination of Market Rate Rent, then Market Rate Rent shall be determined by appraisal by an independent real estate appraiser with an MAI certificate or the equivalent mutually selected by Lessor and Lessee. If Lessor and Lessee cannot agree upon an appraiser, then each of Lessor and Lessee shall select, within fifteen (15) days following their inability to agree upon an appraiser, an MAI appraiser who has no less than ten (10) years of experience valuing residential apartment projects in Alameda County, California. If a party fails to select an appraiser within such fifteen (15) day period, then such party shall have irrevocably waived its right to select an appraiser. The two appraisers shall determine the Market Rate Rent. If the two appraisers are unable to agree upon the Market Rate Rent, then Market Rate Rent shall be the average of both determinations; provided however if the determinations of the two appraisers differ by ten (10%) or more, a third appraiser shall be selected jointly by the two appraisers, and the average of the highest two appraisals shall be used to determine the Market Rate Rent.

ARTICLE 4.
TAXES AND OTHER IMPOSITIONS; UTILITIES

Section 4.1 Payment of Impositions. As and when the same shall become due, Lessee will pay all of the Impositions, except that if any Imposition that Lessee is obligated to pay in whole or in part is permitted by law to be paid in installments, Lessee may pay or cause to be paid such Imposition (or its proportionate part thereof) in installments as and when such installments become due. Upon the written request of Lessor, Lessee shall provide to Lessor evidence satisfactory to Lessor of payment of all Impositions. During the first and last years of the Term, all Impositions shall become payable during each calendar, fiscal, tax or Lease Year, as applicable, shall be ratably adjusted on a per diem basis between Lessor and Lessee in accordance with the respective portions of such calendar, fiscal, tax, assessment or Lease Year during the Term. If any special assessments are payable in installments, Lessee shall pay only those installments that are due and payable during the Term.

Section 4.2 Lessor's Estate.

Notwithstanding anything contained in this Lease to the contrary, any and all Impositions for taxes and assessments charged against the value of Lessor's Estate shall be the responsibility and obligation of Lessor. Notwithstanding any contrary provision of this Lease, Lessee shall be responsible for payment of any possessory interest taxes payable in connection with this Lease and the Leasehold Estate.

Section 4.3 Contested Taxes and Other Impositions.

(a) Lessee, in its own name or in the name of Lessor if prior written consent of Lessor is obtained by Lessee, may contest the validity or amount of any Imposition relating to all or any portion of the Leased Premises, in which event the payment thereof, if authorized by applicable law, may be deferred during the pendency of such contest, if diligently prosecuted in good faith. If applicable law is silent on or expressly disallows deferring payment pending the contest of validity, Lessee shall timely pay any Imposition that is subject to dispute under protest, reserving any and all rights for repayment from the applicable taxing entity if resolution of such contest results in a decision or judgment in Lessee's favor.

(b) Intentionally omitted.

Section 4.4 Valuation Assessment/Property Tax Exemption.

If applicable, Lessee may attempt to obtain a lowering of the assessed valuation of the Leased Premises for any year or obtain a property tax exemption for the purpose of reducing taxes thereon. In such event, upon Lessee's request, Lessor may use reasonable efforts to assist Lessee in such endeavor; provided, however, that Lessor shall incur no liability or otherwise be construed as being in default under this Lease for any assistance (or limitation of assistance) provided to Lessee pursuant to this Section.

Section 4.5 Failure to Pay Impositions. If Lessee shall fail to pay any Impositions before the same become delinquent, except if Lessee is in good faith contesting such Impositions pursuant to Section 5.3 hereof, Lessor, at its sole election, may pay such Impositions (but shall not be obligated to pay same), together with any interest and penalties due thereon, and the amount so paid by Lessor shall be repayable to Lessor by Lessee, with an additional interest payment payable to Lessor in an amount of 10% of the total payment (including interest and

payments) paid by Lessor for the Imposition, or the maximum amount of interest allowable pursuant to law, whichever is less, within thirty (30) days as Additional Rent hereunder.

Section 4.6 Utilities. Lessee shall pay all charges for all utilities used, rendered or supplied upon or in connection with the Improvements and the operation or construction thereof including, but not limited to, all charges for gas, electricity, light, heat or power, all telephone and other communications services, all water and sewer service charges, and all sanitation fees or charges (all of the foregoing, collectively "Utility Charges") levied or charged against the Leased Premises during the Term; provided, however, that Lessee shall have no responsibility hereunder for the payment of Utility Charges for utilities supplied by the respective providers directly to Tenants for such Tenants' use in connection with the occupancy of their respective residential units unless otherwise provided in the applicable Tenant Lease. Notwithstanding any contrary provision of this Lease, Lessor shall have no responsibility for payment of any Utility Charges. There are existing public utilities located at Pacific Avenue. It will be the Lessee's responsibility to extend services to serve their development.

ARTICLE 5.
INSURANCE

Section 5.1 Required Insurance Coverage. Standard "All Risk" Casualty and Fire and Extended Coverage Endorsement. Lessee shall during the Lease Term keep the Leased Premises insured against loss or damage by a standard all risk policy, excluding earthquake risks, in amounts such that the proceeds of such insurance shall not be less than the full replacement value of the Leased Premises unless otherwise consented to in writing by City's Risk Manager.

(a) Liability Insurance. During the Lease Term, Lessee shall keep in full force and effect a policy or policies of comprehensive general liability insurance against liability for bodily injury to or death of any person arising out of an occurrence on or about the Leased Premises. The limits of such insurance shall be not less than Three Million Dollars ($3,000,000) combined single limit each occurrence, Six Million Dollars ($6,000,000) annual aggregate, including coverage for bodily injury, property damage, hired and non-owned automobile liability, products, completed operations and contractual liability coverage.

(b) Workers' Compensation Insurance. Lessee shall require all contractors performing work on the Leased Premises to carry workers' compensation insurance covering all persons employed in connection with the Leased Premises or the Improvements and with respect to whom death, bodily injury, or sickness insurance claims could be asserted against Lessor and/or Lessee. Lessee shall furnish or cause to be furnished to Lessor evidence satisfactory to Lessor that Lessee (if Lessee has any employees), and any contractor that has contracted for the performance of work on the Leased Premises, or otherwise pursuant to this Lease carries statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars ($1,000,000) per accident.

(c) Commercial Property Insurance. During the Lease Term, Lessee shall maintain property insurance coverage to cover full replacement value, to include improvements, and shall be written on an all-risk basis. The policy will also include a provision that protects the

location and the Lessor's interest if the Property is vacant and/or unoccupied for more than thirty (30) days. The policy must also include a business interruption provision to cover loan payments for twelve (12) to twenty-four (24) months if the property is damaged and cannot be sold or occupied.

(d) Builders' Risk Insurance. Upon commencement of construction and continuing until issuance of a certificate of occupancy, or equivalent for the Improvements, Lessee and all contractors working on behalf of Lessee shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming Lessor as loss payee as its interests may appear. During the course of any alteration, construction or reconstruction, the cost of which exceeds Two Hundred Fifty Thousand Dollars ($250,000), Lessee shall require any contractor to provide builders' risk insurance for the full insurable cost of the work and liability insurance in an amount not less than One Million Dollars ($1,000,000) combined single limit for bodily injury or property damage insuring the interests of Lessor, Lessee and any contractors and subcontractors.

(c) Pollution Legal Liability Insurance. During the course of construction, Lessee shall maintain Pollution Legal Liability Insurance with a combined single limit of $1,000,000 for each pollution incident, $2,000,000 aggregate, and with coverage to include legal liability arising from the sudden and accidental release of pollutants, and no less than a three-year extended reporting period. Also, this coverage is to include non-owned disposal coverage.

Section 5.2 Insurance Policies and Premiums.

(a) All liability policies required by this Lease shall be written on an occurrence basis, and shall name the Indemnitees as additional insureds.

(b) All policies of insurance shall include an endorsement that provides that notice of any change or cancellation of said policy must be made in writing and sent to Lessee and Lessor at their respective principal offices at least thirty (30) days before the effective date of change or cancellation.

(c) Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII.

(d) If any insurance policy or coverage required hereunder is canceled or reduced, Lessee shall, within fifteen (15) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with Lessor a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, Lessor may, with notice and at its option, procure such insurance coverage at Lessee's expense, and Lessee shall promptly reimburse Lessor for such expense upon receipt of billing from Lessor.

(e) The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Coverage provided by Lessee shall

be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by Lessor, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the Lessor. Lessee shall furnish the required certificates and endorsements to Lessor prior to the commencement of rehabilitation or construction work on the Project and shall provide Lessor with certified copies of the required insurance policies upon request of Lessor.

(e) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by City's Risk Manager. At the option of and upon request by City's Risk Manager, if it is determined that such deductibles or retentions are unreasonably high, the insurer shall reduce or eliminate such deductibles or self-insurance retentions or Lessee shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(f) Adjustments. The limits of the liability coverage and, if necessary, the terms and conditions of insurance, shall be reasonably adjusted from time to time (not less than every five (5) years after the Commencement Date nor more than once in every three (3) year period) to address changes in circumstances, including, but not limited to, changes in the purchasing power of the dollar and the litigation climate in California, provided that such adjustments are consistent with generally prevailing requirements for residential multi-family developments similar to the Project and located in the San Francisco/Alameda County area. Within thirty (30) days following Lessor's delivery of written notice of any such adjustments, Lessee shall provide Lessor with amended or new insurance certificates and endorsements evidencing compliance with such adjustments.

(g) Additional Insured. For all liability insurance required by this Agreement, Lessee (and Lessee's contractors, as applicable) shall obtain endorsements that name the Indemnitees as additional insured in the full amount of all applicable policies, notwithstanding any lesser minimum limits specified in this Agreement. This Agreement requires Lessee (and Lessee's contractors) to obtain and provide for the benefit of the Indemnitees, additional insured coverage in the same amount of insurance carried by Lessee (or Lessee's contractors, as applicable), but in no event less than the minimum amounts specified in this Agreement. In the event that Lessee (or Lessee's contractors as applicable) obtain insurance policies that provide liability coverage in excess of the amounts specified in this Agreement, the actual limits provided by such policies shall be deemed to be the amounts required under this Agreement. Without limiting the foregoing, the limits of liability coverage specified in this Agreement are not intended, nor shall they operate, to limit City's ability to recover amounts in excess of such minimum amounts.

Section 6.3 Proceeds of Insurance.

For so long as any Leasehold Mortgage on the Leased Premises is outstanding: All fire and standard risk or extended coverage (casualty) insurance proceeds shall be applied to the payment of the costs of repairing or rebuilding that part of the Leased Premises damaged or destroyed if (i) Lessee agrees in writing within ninety (90) days after payment of the proceeds of insurance that such repair or rebuilding is economically feasible, and (ii) each Lender permits

such repair or rebuilding, provided that the extent of the Lessee's obligation to restore the Leased Premises shall be limited to the amount of the insurance proceeds.

~~If the Improvements are not repaired or rebuilt~~Notwithstanding anything to the contrary contained in this Lease, all such proceeds shall be applied in a manner consistent with the terms of the Leasehold Mortgages.

In the event that no Leasehold Mortgage is outstanding, all insurance proceeds received under the policies set forth in this Article 6 shall be paid to Lessee, provided that Lessee agrees that it shall apply such proceeds for reconstruction or repair of the Improvements unless such repair or reconstruction is not economically feasible.

To the extent any of the above provisions are inconsistent with the provisions of any of the Loan Documents, the Loan Documents shall be controlling.

Section 6.4 Limitation of Liability.

In addition to any other indemnities provided in this Lease, to the fullest extend permitted by law, Lessee shall indemnify, protect, defend (with counsel selected by or otherwise acceptable to Lessor), and hold harmless the Indemnitees from and against any and all Claims of every nature arising out of or in connection with, attributable to or otherwise occasioned, in whole or in part, by any act or omission of Lessee or Lessee's officials, officers, directors, employees, agents, contractors, servants, volunteers, tenants, assignees, licensees, or invitees, arising from or relating to (i) breach of Lessee's representations and warranties, (ii) the construction of the Improvements or operation of the Leased Premises; (iii) the use, occupation, improvement, or maintenance of the Leased Premises or any work or activity in or about the Premises by Lessee or its assignees or Tenants or their respective authorized representatives, licensees, or invites; (iv) any activity, condition, or occurrence in or about the Leased Premises; (v) the filing or potential filing of any liens against the Leased Premises in connection with any work done or caused to be done by lessee or its assignees or Tenants; (vi) any breach or failure to perform any obligation imposed on Lessee under this Lease; or (vii) any other actor omission of Lessee or its officials, officers, directors, employees, agents, contractors, servants, volunteers, Tenants, assignees, licensees, or invitees, except to the extent any such Claim is cause by the sole active gross negligence or willful misconduct of the Indemnitees.

(a) The provisions of this Section 6.4 and other indemnities provided in this Lease shall survive the expiration or termination of this Lease. The Lessee's obligations to hold harmless, indemnify, and defend shall not be excused because of Lessee's inability to evaluate Claims or because Lessee evaluates Claims and determines that Lessee is not liable to claimant. The obligations in this Section 6.4 and other indemnities provided in this Lease shall not in any way be limited by the minimum insurance obligations contained in this Lease. Lessee must respond within 30 days to the tender of any claim for defense and indemnity by the City.

(b) Modification for Construction Contracts. To the extent this Lease is a "construction contract" covered by California Civil Code section 2782, then Lessee's duty to indemnify, as specified in this Section 6.4 and other indemnities in this Lease, shall not apply in a manner prohibited by California Civil Code section 2782.

(c) Modification for Design Professional Services. To the extent this Lease is construed as an agreement for "design professional services" defined in California Civil Code section 2782.8, then Lessee's duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless Section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e).

ARTICLE 7
MAINTENANCE, ALTERATIONS, REPAIRS AND REPLACEMENTS

Section 7.1 Maintenance of Leased Premises; Landscaping. During the Term, at Lessee's sole cost and expense, Lessee shall keep and maintain the Leased Premises, all Improvements hereafter developed, and all appurtenances thereunto belonging, in good and safe order, condition and repair. All such maintenance and repair shall conform to and comply with all Legal Requirements affecting the Leased Premises.

Section 7.2 Landscaping Maintenance.

(a) The provisions of this Section 7.1.1 Care intended to satisfy, with respect to the Leased Premises, Condition No. 66 of the Conditions of Approval approved by the City of Livermore in connection with its approval of Planned Unit Development for File No. PUD-101.

(b) Lessee, at no expense to the Lessor and in compliance with all laws and regulations, shall maintain in healthful, attractive and reasonably weed-free manner all the landscaped areas related to the Project as shown in the landscaping plan approved by the City, listed in Exhibit G, and which may be amended or revised from time to time. "Landscaped areas" as used in this Lease shall mean plantings and irrigation systems which have been installed, or are proposed to be installed, pursuant to the City-approved landscaped plan for the Project including those in City right-of-ways. All plantings shall be maintained using generally accepted methods of cultivation to ensure reasonably normal, healthy plant growth. Maintenance shall include replacement of plantings, when necessary, and all ordinary and usual care, including, but not limited to, irrigation, fertilization, pest and disease control, weeding, rotation of plantings and the removal of trimmings, rubbish, debris, and other solid waste. Lessee shall, at no expense to the Lessor, install, maintain, repair, and replace, where necessary, such irrigation systems as are required to provide adequate irrigation in compliance with water conservation practices.

(c) If, in the reasonable judgment of the Public Works Director, Lessee has failed to maintain properly any landscaping as required by this Lease, the Lessor may perform such maintenance, at its sole option, after thirty (30) days' prior written notice to Lessee of such failure to maintain. In such event, the Lessor's performance of such maintenance shall be at the Lessee's sole expense and Lessee, upon demand by the Lessor, shall pay to the Lessor all reasonable expenses incurred by the Lessor in the performance of such maintenance.

(d) If any maintenance, repair, or replacement of landscaping needs immediate correction as a result of a public safety or health hazard, as reasonably determined by

the City Public Works Director, and such maintenance is not performed, or cannot be performed, by Lessee within twenty-four (24) hours of receipt of such notice thereof, the Lessor may perform or cause to be performed such maintenance at Lessee's expense, and Lessee, upon demand by the Lessor, shall pay to the Lessor all reasonable expenses incurred by the Lessor in the performance of such maintenance within thirty (30) days of Lessor's demand.

Section 7.3 Alterations to Leased Premises. Lessee may make any additions, alterations or changes (sometimes collectively referred to herein as "Alterations") in or to the Improvements subject, however, to the following conditions:

(a) No Alterations shall be made that would tend to impair the structural soundness of the Improvements;

(b) No Alterations shall be undertaken that are prohibited by, or would cause the Leased Premises, the Improvements, Lessee, or Lessor to be in breach or violation of any Legal Requirements, including those concerning prevailing wage, or this Lease;

(c) No Alterations shall be undertaken until Lessee shall have procured, to the extent the same may be required from time to time, all permits and authorizations of all applicable Governmental Authorities, all required consents of any Lender, and the consent of Lessor. Lessor shall not unlawfully obstruct the application for such permits or authorizations; and

(d) Any Alterations shall be performed in good and workerlike manner and in compliance with all applicable Legal Requirements and all applicable Insurance Requirements.

(e) Any and all Alterations shall be consistent with the use of the Leased Premises as authorized under this Lease.

(f) Any Alteration that will exceed the sum of Two Hundred Fifty Thousand Dollars ($250,000) in cost (increasing annually by the amount of the Consumer Price Index-Urban (CPI-U) for the San Francisco-Oakland-San Jose, California metropolitan area) shall require Lessor's advance written consent which shall not be unreasonably withheld.

Section 7.4 Indemnifications. Notwithstanding any other provision of this Lease to the contrary, and in addition to any other indemnities provided in this Lease, to the fullest extent permitted by law, Lessee hereby agrees to indemnify, protect, hold harmless and defend with counsel selected by or otherwise acceptable to Lessor) the Indemnitees from and against any and all Claims of every nature arising out of or relating to (1) Lessee's obligations under this Lease or the (2) construction or operation of the Improvements or any Alterations except to the extent any such Claim arises from the sole active gross negligence or willful misconduct of the Indemnitees. In addition, if any contractor or subcontractor which performed any construction work for Lessee or Lessee's affiliates on the Improvements or Alterations shall assert any Claim against Lessor or the Indemnitees on account of any damage alleged to have been caused by reason of acts of negligence of Lessee or Lessee's affiliates, members, partners, officers, directors, affiliates, agents, employees or construction contractors, Lessee shall defend at its own expense any suit based upon such Claim; and if any judgment or claim against Lessor shall be

allowed, Lessee shall pay or cause to be paid or satisfied such judgment of claim and pay all costs and expenses in connection therewith. The provisions of this Section shall survive the expiration or termination of this Lease. Lessee must respond within 30 days to the tender of any claim for defense and indemnity by the City. The provisions in Section 6.4(b), (c), and (d) of this Lease apply to this obligation to defend, indemnify, and hold harmless.

ARTICLE 8
MORTGAGE LOANS

Section 8.1 Intentionally omitted.

Section 8.2 Liens and Encumbrances Against the Leasehold Estate. The Lessee shall have the right to encumber the Leasehold Estate ~~and the Improvements~~ with leasehold deeds of trust, mortgages, and regulatory and affordability agreements related to the Approved Loans without Lessor's consent (collectively, "Liens") provided that all documents evidencing ~~such~~ Liens other than those related to the Approved Loans reflected in the Financing Plan attached hereto, are consistent with the terms and conditions of this Lease and the Financing Plan. Lessee shall further have the right to encumber the Leasehold Estate with that certain Easement and License Agreement in substantially the form attached to Lessee's partnership agreement subject to the City's right to reasonably review and approve the final form of the Easement and License Agreement.

(a) For as long as there is any Lien securing any Approved Loan:

(1) Lessor shall not agree to any cancellation, termination (except for a termination for a default by Lessee which is not cured by Lessee or Lender in accordance with this Lease), or accept any surrender of this Lease, nor shall Lessor consent to any amendment or modification of this Lease without the prior written consent of the Lenders that have outstanding Approved Loans. In the event that Lessor receives competing or conflicting offers to cure any default under this Lease, Lessor shall accept the offers to cure in the following order: first, Lessee or the limited partner (or members, as applicable) therein, then each Lender in the same relative priority as their respective Liens.

(2) Notwithstanding any default by Lessee under this Lease, Lessor shall have no right to terminate this Lease or exercise any other right or remedies under this Lease unless Lessor shall have given the Lenders that have outstanding Approved Loans written notice of such default and such Lenders shall have failed to remedy such default or acquire the Leasehold Estate or commence foreclosure or other appropriate proceedings as set forth in, and within the time specified by, this Section 8.2.

(3) Any Lender that has an outstanding Approved Loan shall have the right, but not the obligation, at any time to pay any or all of the Rent, Additional Rent, or any other sums due pursuant to the terms of this Lease, and do any other act or thing required of Lessee by the terms of this Lease, to prevent termination of this Lease. Lessor shall provide each Lender that has an outstanding Approved Loan written notice of default concurrently with

delivery of such notice to Lessee. Each Lender shall have the same period to cure such default as afforded to Lessee, extended by an additional twenty (20) days in the case of a monetary default, and by an additional forty-five (45) days in the case of a nonmonetary default. The notice of default shall describe the action necessary to cure the default, and shall include, with respect to any monetary default, a detailed statement identifying the amounts due and the obligations to which amounts relate, and with respect to any non-monetary default, a detailed statement identifying the obligations breached and the cure expected by Lessor; provided, however, that if any nonmonetary default is not susceptible to cure within the applicable cure period, the Lender shall have such longer period, not to exceed an additional ninety (90) days, as may be necessary to cure the default, so long as such Lender is diligently prosecuting such cure to completion. All payments so made and all things so done shall be as effective to prevent a termination of this Lease as the same would have been if made and performed by Lessee instead of by the Lender(s).

(4) In addition to the cure periods described in the preceding paragraph (3), if the default is such that possession of the Leasehold Estate may be reasonably necessary to remedy the default, any Lender that has an outstanding Approved Loan shall have a reasonable time after the expiration of the applicable cure period described in the preceding paragraph (3) within which to remedy such default, provided that (A) such Lender shall have fully cured any default in the payment of any monetary obligations of Lessee under this Lease within the first sixty (60) days following Lessor's delivery of notice pursuant to subsection (3) of this Section 8.2(a) and shall continue to pay currently such monetary obligations when the same are due; (B) such Lender shall have acquired Lessee's Leasehold Estate hereunder or commenced foreclosure or other appropriate proceedings prior to or within 150 days following Lessor's delivery of notice pursuant to subsection (2) of this Section 8.2(a), and shall be diligently prosecuting the same; and (C) and after acquiring possession of the Leasehold Estate, such Lender shall diligently prosecute to completion such cures as may be reasonably possible to remedy nonmonetary defaults existing under this Lease. Any default under this Lease which by its nature cannot be remedied by Lender shall be deemed remedied upon Lender or its Nominee (as hereinafter defined) acquiring Lessee's interest in the Premises as provided in this Section and curing said default.

(5) Lessor shall promptly provide estoppel certificates reasonably requested by lenders or investors.

(6) If the Lenders are prohibited, stayed or enjoined by any bankruptcy or insolvency proceeding of any court, including without limitation a court having jurisdiction over Lessee in such proceeding, from commencing or prosecuting foreclosure proceedings, the times specified for commencing or prosecuting such foreclosure or other proceedings shall be extended for the period of such prohibition; provided that any Lender shall have fully cured any default in the payment of any monetary obligations of Lessee under this Lease, including without limitation any monetary obligations to third parties which have become, or threaten to become, liens against the Leased Premises or any portion thereof, and shall continue to pay currently such monetary obligations when the same fall due; provided, further, that, subject to subsection (1) of this Section 8.2(a), such Lender shall not interfere with Lessor's efforts to seek compliance by Lessee with any non-monetary obligation under this Lease.

(7) Lessor shall mail or deliver to any Lenders that have any outstanding Approved Loans a duplicate copy of any notice which Lessor may deliver to Lessee pursuant to this Lease, including any notice of default. Lessee shall deliver to Lessor the name and contact information for all Lenders that have outstanding Approved Loans, including successors in interest to Approved Loans immediately upon demand of Lessor. Provided Lessee (or Lender) has delivered Lessor the name and contact information of the Lender having an outstanding Approved Loan, no notice of default by Lessor to Lessee shall be effective as to that Lender unless and until a copy of the notice shall have been mailed or delivered to such Lender as set forth in this Section.

(8) The foreclosure of an Approved Loan, any sale thereunder, whether by judicial proceedings or by virtue of any power contained in the leasehold mortgage securing the Approved Loan, or any conveyance of the Leasehold Estate created hereby from Lessee to a Lender through or in lieu of foreclosure (a "Foreclosure Event"), shall not require the consent of Lessor or constitute a breach of any provision of this Lease. In the event any Lender or its Nominee (as defined herein) becomes Lessee under this Lease by such means or pursuant to any new lease obtained under paragraph (9) of this Section 8.2(a) below, Lessor shall recognize the Lender or its Nominee as Lessee hereunder or under such new lease and the Lender or such Nominee, as applicable, shall be personally liable under this Lease or such new lease only for the period of time that the Lender or such Nominee, as applicable, remains Lessee thereunder (and such liability shall be limited to Lender's or Nominee's, as applicable, interest in the Leaseholder Estate), provided that the Lender or its Nominee attorns to Lessor and agrees to be subject to the restrictions of this Lease. If a Lender or its Nominee becomes the lessee under this Lease or any such new lease, the Lender shall have the right thereafter to assign or sublease this Lease or such new lease one time, provided that any assignee: (A) shall take the Leasehold Estate subject to all of the provisions of this Lease or such new lease, and (B) shall assume and agree to perform all obligations of Lessee under this Lease. Any further assignment shall be subject to the consent of Lessor, which consent shall not be unreasonably withheld. Nothing in this Section shall be construed to obligate any Lender to remedy any default of Lessee, ~~except~~ except defaults that occur or continue (when such continuing defaults are susceptible to cure) during the period that the Lender is a lessee under this Lease,~~under the circumstances where the Lender becomes the Lessee~~, and any failure of any Lender to complete any such cure after commencing the same shall not give rise to any liability of any Lender to Lessor or ~~Lessee,~~ Lessee, except defaults that occur or continue (when such continuing defaults are susceptible to cure) during the period that the Lender is a lessee under this Lease ~~except under the circumstances where the Lender becomes the Lessee~~.

(9) In the event (A) a Lender, its designee or another purchaser in foreclosure proceedings becomes the legal owner of the Leasehold Estate, (B) Lessor terminates this Lease by reason of any Event of Default (as defined herein), or (C) if the Lease is terminated for any other reason (including, without limitation, in connection with a bankruptcy proceeding) then, upon written request by Lender given within one hundred twenty (120) days after such transfer or receipt of notice of such termination of the Leasehold Estate, the City shall execute and deliver a new lease of the Leased Premises to such Lender, or its nominee, purchaser, assignee or transferee (the "Nominee"), provided that, except as provided in subsection (8) of this Section 8.2(a) if such Nominee is not the purchaser at a foreclosure sale and is not wholly owned by one or more Lenders, such Nominee is approved by Lessor in its reasonable discretion.

Such new lease shall be substantially in the same form as this Lease, shall have a term equal to the remainder of the Lease Term with the same agreements, covenants, reversionary interests and conditions (except for any requirements which have been fulfilled by Lessee prior to termination or that is personal to Lessee) as are contained in this Lease and with priority equal to this Lease with respect to encumbrances of Lessor's interest in the Land or the Leased Premises or encumbrances of Lessee's interest in the Leased Premises permitted or caused by Lessor (with Lessee's and Senior Lender's prior written approval), together with any provisions legally required in the event the Nominee is a governmental entity; provided, however, that any defaults by Lessee susceptible to cure by the Lender have been cured or reasonable assurance has been provided to Lessor that such defaults shall be cured. Upon execution and delivery of such new lease by Lessor and the Nominee, the Nominee shall have acquired all the right, title and interest of Lessee under this Lease prior to its termination. Lessor, shall cooperate in taking such action as shall be necessary to cancel and discharge this Lease and to remove Lessee from the Leased Premises. After such termination and cancellation of the Lease and prior to the expiration of the period within which Lender or Nominee may elect to obtain a new lease from Lessor, Lessor shall refrain from terminating any existing sublease or otherwise encumbering the Premises without the prior written consent of Lender or Nominee. Any new lease granted hereby shall vest in Lender or Nominee all right, title, interest, power and privileges of Lessee hereunder in and to the Premises, including, without limitation, the assignment of Lessee's interest in and to all then existing subleases and sublease rentals and the automatic vesting of title to all Improvements, fixtures and personal property of Lessee in Lender or Nominee. Lessee shall provide to Lender or Nominee and Lessor copies of any residential or commercial subleases and estoppels to disclose any obligations encumbering the Leased Premises. Such new lease shall provide, with respect to each and every permitted sublease shall be deemed to have recognized the sublessee under the sublease, pursuant to the terms of the sublease as though the sublease had never terminated but had continued in full force and effect after the termination of the Lease, and to have assumed all the obligations of the sublessor under the sublease accruing from and after the termination of the Lease, except that the obligation of the new lessee, as sublessor, under any covenant of quiet enjoyment, expressed or implied, contained in any such sublease shall be limited to the acts of such new lessee and those claiming by, under or through such new lessee. If more than one Lender is entitled to a new lease pursuant to this subsection, Lessor shall enter into such new lease with the lender whose mortgage or deed of trust that has the highest lien priority.

(10) If a Lender or Nominee subsequently transfers its interest under this Lease after acquiring such interest by foreclosure or deed in lieu of foreclosure and, in connection with any such transfer, the transferee obtains a mortgage or deed of trust encumbering such leasehold interest to secure all or any portion of the purchase price given to the Lender or Nominee for such transfer, then such mortgage or deed of trust shall be considered an Approved Loan hereunder, and the Lender shall be entitled to receive the benefit of and to enforce the provisions of this Lease or the new lease approved pursuant paragraph (9) of this Section 8.2(a).

(11) Unless the Lenders otherwise consent in writing, Lessor and Lessee each hereby waives, and agrees not to assert or otherwise take the benefit of, that portion of Section 365(d)4, or any other applicable provisions, of the United States Bankruptcy Code (11 U.S.C. Section 101 et seq.), which provides for the deemed rejection of a lease in certain

circumstances, so long as the trustee is paying the rent due under the Lease and performs, or causes the performance of, the uses of the Leased Premises for the Project pursuant to this Lease.

(12) Subject to the rights of the Lenders, which shall have priority over all persons or entities given rights under this clause (12), any Investor limited partners (or members, as applicable) of Lessee shall have the same rights as any Lender authorized under paragraphs (2), (3) and (7) of this Section 8.2(a) of this Lease and any reference to a Lender in paragraphs 2), (3) and (7) of this Section 8.2(a) shall be deemed to include such limited partners (or members, as applicable).

(13) Lessor shall cooperate in including in this Lease by suitable amendment from time to time any provision which may reasonably be requested by any Lender or any proposed lender, for the purpose of implementing the mortgagee-protection provisions contained in this Lease and allowing such Lender or proposed lender reasonable means to protect or preserve the lien of the leasehold mortgage and the value of its security, and to include any additional rights and privileges reasonably requested to be added by such Lender. Lessor, subject to City Council approval which may be withheld, agrees to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that any such amendment shall not in any way affect Lessor's Estate or any other interest of Lessor in the Land or the Leased Premises, affect the Lease Term or rent under this Lease, or otherwise in any material respect adversely affect any rights of Lessor under this Lease.

(b) Notwithstanding any contrary provision of this Lease, in no event may any mortgage or other security instrument, including without limitation any Leasehold Mortgage, be recorded against Lessor's fee interest in the Land or reversionary interest in the Improvements without Lessor's prior written consent, which Lessor may grant or withhold in the exercise of Lessor's sole discretion.

(c) Intentionally omitted.

(d) Notwithstanding any contrary provision hereof, if prior to completion of construction of the Improvements, a Lender completes a foreclosure sale or accepts a deed in lieu of foreclosure, such Lender or such Lender's nominee may complete construction with modifications to the Construction Plans as necessary to make the Project economically feasible and as reasonably approved by the City of Livermore provided that such modifications will not result in a reduction in the number of residential units, a reduction in the number of on-site parking spaces, or a significant reduction in Project common space or amenities.

Section 8.3 Cost of Approved Loans to be Paid by Tenant. Lessee affirms that it shall bear all of the costs and expenses in connection with (a) the preparation and securing of the Approved Loans, (b) the delivery of any instruments and documents and their filing and recording, if required, and (c) all taxes and charges payable in connection with the Approved Loans.

Section 8.4 Proceeds of Approved Loans. It is expressly understood and agreed that all Approved Loan proceeds shall be paid to and become the property of Lessee, and that Lessor shall have no right to receive any such Approved Loan proceeds.

Section 8.5 Notice and Right to Cure Defaults Under Approved Loans. Upon the recording of a memorandum of this Lease, Lessor may record in the Official Records of the County of Alameda a request for notice of any default under each Approved Loan. In the event of default by Lessee under an Approved Loan, Lessee or Lessor shall have the right, but not the obligation, to cure the default in accordance with the Loan Documents. Any payments made by Lessor to cure a default shall be treated as Additional Rent due from Lessee hereunder, which shall be paid within thirty (30) days of the date on which the payment was made by Lessor.

Section 8.6 Rights of Investor. The Investor shall have the same notice and cure rights as any Lender for so long as it is a limited partner of Lessee; provided however, the references in this Section 8 to additional cure periods of Lender to permit Lender to foreclose shall instead refer to Investor's actions to remove the general partner of Lessee.

Section 8.7 Right to Pay Taxes and Senior Mortgage. All Lenders shall have the right (but not the obligation) to pay any taxes payable by Lessor with respect to the Leased Premises, and to cure any monetary or nonmonetary default by Lessor under any mortgage or other encumbrance on the Leased Premises which has priority over this Lease; and, if a Lender does so pay or cure, Lessor agrees that it will reimburse the Lender for the amount thereof promptly following request by the Lender therefor.

ARTICLE 9.

In the event of any conflict between this Article 9 and any other term or provision of this ~~lease~~ Lease this Article 9 shall control.

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 9.1 Representations, Warranties and Covenants of Lessor. As an inducement to Lessee to enter into and proceed under this Lease, Lessor warrants and represents to Lessee as follows, which warranties, representations and covenants are true and correct as of the date of this Lease, to the actual knowledge of Lessor:

(a) Lessor has good and marketable, fee simple title to the Leased Premises, subject only to encumbrances of record or disclosed in writing to Lessee ("Permitted Encumbrances"), and has the right, power and authority to enter into this Lease and to lease the Leased Premises to Lessee in accordance with the terms, provisions and conditions contained in this Lease, and no other party has any right or option to or in connection with Lessor's interest in the Leased Premises; and Lessor shall not encumber the fee interest in the Leased Premises without Lessee's and Senior Leander's prior written consent.

(b) there is no litigation or action, pending or threatened, affecting the Leased Premises or any streets or other public rights-of-way abutting or serving the Leased Premises;

(c) Lessor has received no written notice and has no knowledge, nor has Lessor been otherwise advised, of any pending or threatened Taking relating to all or any part of the Leased Premises;

(d) Lessor has received no written notice and has no actual knowledge of the intention of any party holding an easement affecting the Leased Premises or any part thereof to expand the exercise of any such easement beyond the current scope permitted by the applicable Permitted Encumbrance;

(e) the entry by Lessor into this Lease with Lessee and the performance of all of the terms, provisions and conditions contained herein will not, or with the giving of notice or the passage of time, or both, would not, violate or cause a breach or default under any other agreement relating to the Leased Premises to which Lessor is a party or by which it is bound, including, without limitation, the Permitted Encumbrances;

(f) except as disclosed to Lessee or as is apparent from Lessee's inspection, there is no tenant, lessee or other occupant of the Leased Premises having any right or claim to possession or use of the Leased Premises;

(g) there are no unpaid special assessments of which Lessor has received notice for sewer, sidewalk, water, paving, gas, electrical or utility improvements or other capital expenditures affecting the Leased Premises;

(h) there are no outstanding notices of, nor, to Lessor's knowledge, any violations of any Legal Requirements affecting any portion of the Leased Premises that materially affect the development of the Improvements;

(i) To Lessor's actual knowledge, except as disclosed in that certain Phase 1 Environmental Site Assessment dated June 2021, prepared by Geocon Consultants ("Environmental Report"), neither the Leased Premises nor any part thereof has been used for the disposal of refuse or waste, or for the generation, processing, manufacture, storage, handling, treatment, transportation or disposal of any Hazardous Materials, as provided to the Lessee through the DDLA. To Lessor's actual knowledge, except as disclosed in the Environmental Reports, no Hazardous Materials have been installed, used, stored, handled, or located on or beneath the Leased Premises, which Hazardous Materials, if found on or beneath the Leased Premises, or improperly disposed of away from the Leased Premises, would subject the owner or occupant of the Leased Premises to damages, penalties, liabilities or an obligation to perform any work, cleanup, removal, repair, construction, alteration, demolition, renovation or installation in or in connection with the Leased Premises ("Environmental Cleanup Work") in order to comply with any Legal Requirements applicable to Hazardous Materials. To Lessor's actual knowledge, there is no notice from any Governmental Authority or any Person, claiming any violation of any Legal Requirement pertaining to Hazardous Materials or any liability thereunder, or requiring or calling any attention to the need for any Environmental Cleanup Work on or in connection with the Leased Premises, and neither Lessor, its agents or employees has ever been informed of any

threatened or proposed serving of any such notice of violation or corrective work order. To Lessor's actual knowledge, except as disclosed in the Environmental Reports, no part of the Leased Premises is affected by any "Hazardous Materials Contamination," which for purposes hereof, shall mean (i) the contamination of any improvement, facilities, soil, subsurface strata, ground water, ambient air, biota or other elements on or of the Leased Premises by Hazardous Materials, or (ii) the contamination of the buildings, facilities, soil, subsurface strata, ground water, ambient air, biota or other elements on, or of, any other property as a result of Hazardous Materials emanating from the Leased Premises.

Section 9.2 Representations, Warranties and Covenants of Lessee.

As an inducement to Lessor to enter into and to proceed under this Lease, Lessee warrants and represents to Lessor as follows, which warranties, representations and covenants are true and correct as of the date of this Lease:

(j) Authority. Lessee has the right, power and authority to enter into this Lease and the right, power and authority to comply with the terms, obligations, provisions and conditions contained in this Lease;

(k) No Breach of Obligations. The entry by Lessee into this Lease and the performance of all of the terms, provisions and conditions contained herein will not, or with the giving of notice or the passage of time, or both, would not, violate or cause a breach or default under any other agreements to which Lessee is a party or by which it is bound.

Section 9.3 Hazardous Materials. Lessee (i) shall not cause or permit any Hazardous Materials to be placed, held, located or disposed of on, under or at the Leased Premises or any part thereof, except in commercially reasonable amounts used in the construction and operation of the Improvements and in accordance with Legal Requirements, and (ii) shall not cause or permit any Hazardous Materials contamination of the Leased Premises or any part thereof.

Section 9.4 Relocation Obligations and Indemnity. Lessee covenants that persons residing on the Leased Premises shall not be displaced before suitable temporary replacement housing is available within the Project or elsewhere. Lessee shall ensure that all occupants of the Leased Premises receive all notices, benefits and assistance to which they are entitled in accordance with California Relocation Assistance Law (Government Code Section 7260 *et seq*.), all state and local regulations implementing such law, and all other applicable federal, state, or local relocation law, regulation, or policy, including but not limited to the Uniform Relocation Act (42 U.S.C. § 4601 *et seq*.) and implementing regulations (collectively referred to herein as "Relocation Laws"). Any and all costs incurred in connection with the temporary and/or permanent displacement and/or relocation of occupants of the Leased Premises, including without limitation payments to a relocation consultant, moving expenses, and payments for temporary and permanent relocation benefits pursuant to Relocation Laws shall be paid by Lessee, and Lessor shall have no responsibility for payment therefor. Lessee shall be liable for any and all claims for applicable relocation benefits sought by any current, former or future tenant of the Land or the Improvements existing or to be constructed on the Land pursuant to this Lease.

In addition to any other indemnities provided by Lessee in this Lease, to the fullest extent permitted by law, Lessee shall indemnify, protect, defend (with counsel selected by or otherwise acceptable to Lessor), and hold harmless the Indemnitees from and against any and all alleged or actual Claims arising out of or in connection with the breach of Lessee's obligations set forth in this Section or arising directly or indirectly from the transfer of the Leased Premises to the Lessee, including without limitation Claims for relocation benefits and assistance under any Relocation Laws, all leasehold interests and rights of tenancy or occupancy, any bonus value, lost income (past or future), failure to locate a suitable replacement residential location, lost rental income or sublease or license income, severance damages (if any), pre-condemnation damages (if any), economic or consequential damages, professional consultant fees, attorneys' fees and costs, expert witness fees and costs, and any and all compensable interests, and/or damages, and/or claims, of any kind and nature, claimed or to be claimed, suffered or to be suffered, by any person or entity that is or claims to be a current or former tenant or sub-tenant or occupant with a right to use or occupy the Leased Premises. The provisions of this Section shall survive the expiration or termination of this Lease. The provisions in Section 6.4(b), (c), and (d) of this Lease apply to this obligation to defend, indemnify, and hold harmless.

Section 9.5 Hazardous Materials Indemnification. In addition to any other indemnities provided in this Lease, to the fullest extent permitted by law, from and after the Commencement Date, Lessee shall indemnify, protect, hold harmless and defend (with counsel selected by or otherwise acceptable to Lessor) the Indemnitees from and against any and all Claims arising directly or indirectly, in whole or in part, out of (i) any activity by Lessee, or its officials, officers, directors, employees, agents (including, without limitation, the Management Agent), contractors, subcontractors, tenants, subtenants, customers, guests, servants, representatives, volunteers, assignees, licensees, affiliates, members, partners, or invitees ~~its affiliates or its agents or contractors or subcontractors~~ carried on or undertaken on or off the Leased Premises in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Materials located or present in, on, under or about the Leased Premises; or (ii) the failure of Lessee or its officials, officers, directors, employees, agents (including, without limitation, the Management Agent), contractors, subcontractors, tenants, subtenants, customers, guests, servants, representatives, volunteers, assignees, licensees, affiliates, members, partners, or invitees to comply with any Environmental Laws relating to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation, or disposal of Hazardous Materials into, on, under or from the Leased Premises, except to the extent any such Claim arises from the sole active gross negligence or willful misconduct of the Indemnitees. The provisions of this Section shall survive the expiration or termination of this Lease. The provisions in Section 6.4(b), (c), and (d) of this Lease apply to this obligation to defend, indemnify, and hold harmless.

Notwithstanding any contrary provision hereof, the indemnity provided in this Section 9.5 shall not apply to Claims arising in connection with or resulting from Hazardous Materials present on the Property prior to the Commencement Date including as identified in that certain Environmental Site Assessment dated June 2021, prepared by Geocon Consultants, except to the extent such Claims result from or arise out of or in connection with the acts or omission of Lessee or its officials, officers, directors, employees, agents (including, without limitation, the Management Agent), contractors, subcontractors, tenants, subtenants, customers, guests,

servants, representatives, volunteers, assignees, licensees, affiliates, members, partners, or invitees ~~or its affiliations, employees, officers, directors, volunteer, agents, contractors, or subcontractors~~ or relate to or arise in connection with the demolition of existing improvements on the Leased Premises including without limitation, the release, transportation or disposal of Hazardous Materials in connection with such demolition.

Section 9.6 Prevailing Wage Requirements. If required by applicable federal and state law, Lessee and its officials, officers, directors, employees, agents (including, without limitation, the Management Agent), contractors, subcontractors, tenants, subtenants, customers, guests, servants, representatives, volunteers, assignees, licensees, affiliates, members, partners, and invitees ~~contractors, subcontractors, affiliates, and agents~~ shall comply with the federal Davis Bacon Act and implementing regulations and with California Labor Code Section 1720 *et seq*. and the regulations adopted pursuant thereto (all of the foregoing, collectively, "**Prevailing Wage Laws**"), and shall be responsible for carrying out the requirements of such provisions. To the greatest extent permitted by law, Lessee shall indemnify, defend (with counsel selected or otherwise acceptable by Lessor) and hold the Indemnitees harmless from and against all Claims which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation, all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781) or the requirement of competitive bidding in connection with the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Lease, including but not limited to the Prevailing Wage Laws, or any act or omission of Lessee or its officials, officers, directors, employees, agents (including, without limitation, the Management Agent), contractors, subcontractors, tenants, subtenants, customers, guests, servants, representatives, volunteers, assignees, licensees, affiliates, members, partners, and/or invitees related to this Lease with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such Claims. The provisions of this Section shall survive the expiration or earlier termination of this Lease. The provisions in Section 6.4(b), (c), and (d) of this Lease apply to this obligation to defend, indemnify, and hold harmless.

Section 9.7 Compliance with Laws. Lessee shall carry out and shall cause its officials, officers, directors, employees, agents, agents (including, without limitation, the Management Agent),contractors, subcontractors, tenants, subtenants, customers, guests, servants, representatives, volunteers, assignees, licensees, affiliates, members, partners, or invitees ~~contractors, subcontractors, agents, and affiliates~~ to carry out the construction of the Project, and shall operate the Project in conformity with all applicable federal, state and local laws, rules, ordinances and regulations (**"Applicable Laws"**), including without limitation, all applicable federal and state labor laws and standards, Section 3 of the Housing and Community Development Act of 1974, as amended (if applicable), applicable provisions of the California Public Contracts Code (if any), the City's zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq*., Government Code Section 4450, *et seq*., Government Code Section 11135, *et seq*., and the Unruh Civil Rights Act, Civil Code Section 51, *et seq*. To the fullest extent permitted by law, Lessee shall indemnify, defend

(with counsel selected by or otherwise acceptable to Lessor) and hold harmless the Indemnitees from and against any and all Claims arising in connection with or related to the breach of Lessee's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. This Section shall survive the expiration or termination of this Lease. The provisions in Section 6.4(b), (c), and (d) of this Lease apply to this obligation to defend, indemnify, and hold harmless.

Section 9.8 Affordability and Use Restrictions. Lessee hereby covenants and agrees that the Leased Premises shall be used solely for the operation of a multifamily rental senior housing development in compliance with the requirements set forth herein. Throughout the Affordability Term, (as defined in Section 1.1(e) Lessee agrees that: (i) not less than 16 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than twenty percent (20%) of AMI, (ii) not less than 8 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than thirty percent (30%) of AMI; (iii) 43 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than fifty percent (50%) of AMI, for a total of 68 of the residential units in the Project restricted to extremely low and very low income households; (iv) 9 of the residential units shall be both Rent Restricted and occupied (or if vacant, available for occupancy) by Eligible Households whose gross household income is no greater than sixty percent (60%) of AMI ("Restricted Unit(s)"); and (v) all units, except for one (1) of the residential units in the Project which shall be a manager's unit for which rent will not be restricted, will be restricted by the TCAC restrictive covenant to be recorded when the units are placed-in-service by TCAC's definition ("TCAC Units"). The Restricted Units shall have maximum unit occupancy standards established according to TCAC regulations or in the absence of such regulations shall be two persons per bedroom plus one additional person. A total of 78 units will be allocated to the Local Housing Trust Fund (LHTF). Presumed occupancy for the purposes of determining Restricted Rent shall be based upon TCAC rules, but in absence of those rules, shall be as follows: 1 person occupying a studio unit; 2 persons occupying a one-bedroom Unit; and, 3 persons occupying a two-bedroom unit. The intent of the affordability restrictions in this Section 9.8 is to duplicate the restrictions set forth in the Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants by and between the Lessor and Lessee dated on or about the same date of this Lease (the "City Regulatory Agreement"), as such during the term of the Regulatory Agreement, Lessee's compliance with the Regulatory Agreement shall be deemed compliance with this Section 9.8 and any conflicts between this Section 9.8, or any other section of this Lease, and the Regulatory Agreement shall be resolved in favor of the Regulatory Agreement.

Number of Targeted Low-Income Units	Percent of Area Median Income (AMI) (20%-50%)	Percentage of Low-Income Units (before rounding down)
16	20%	20.51
9	30%	11.54

43	50%	55.13
10	60%	12.82

Following expiration of the Affordability Term and through the remainder of the Lease Term, at least forty-nine percent (49%) of the residential units in the Project, other than the management units, shall be restricted for Seniors earning up to 60% of Area Median Income.

In the event that recertification of tenant incomes indicates that the number of Restricted Units actually occupied by Eligible Households falls below the number reserved for each income group as specified in this section, Lessee shall rectify the condition by renting the next available dwelling unit(s) in the Project to Eligible Household(s) until the required income mix is achieved. A dwelling unit shall qualify as "Rent Restricted" if the gross rent charged for such unit does not exceed the Affordable Rent for the applicable household income category as set forth herein.

9.8.1. Project Based Section 8 Units. To the extent allowed under the rules and regulations applicable to such program, Lessee agrees that Project Based Section 8 assistance received for the Project shall be prioritized to those Restricted Units serving the lowest income tenants in the Project. Notwithstanding any contrary provision of this Agreement, for units that are subsidized with Section 8 project-based vouchers, the rules and regulations applicable to such program shall prevail with respect to the setting of rents, implementation of occupancy requirements, and determination of gross household income.

9.8.2 Tenant Recertification. In the event that recertification of tenant incomes indicates that the number of Restricted Units actually occupied by Eligible Households falls below the number reserved for each income group as specified in this Section 9.8, Lessee shall rectify the condition by renting the next available dwelling unit(s) in the Project to Eligible Household(s) until the required income mix is achieved. A dwelling unit shall qualify as "Rent Restricted" if the gross rent charged for such unit does not exceed the Affordable Rent for the applicable household income category as set forth in Section 9.8.

Notwithstanding anything to the contrary contained in this Agreement, if other Project lenders, Project investors, or regulatory agencies restrict a greater number of units than restricted by this Agreement or require stricter household income eligibility or affordability requirements than those imposed hereby, the requirements of such other lenders, investors or regulatory agencies shall prevail, including without limitation, the rent and occupancy requirements imposed in connection with the use of project based vouchers or other rent subsidies.

9.8.3 Disabled Persons Occupancy.

a) Lessee shall cause the Project to be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair

Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

b) To the fullest extent permitted by law, Lessee shall indemnify, protect, hold harmless and defend (with counsel selected by or otherwise acceptable to Lessor) the Indemnitees from and against Claims arising out of or related to Lessee's, or Lessee's officials, officers, directors, employees, agents, (including, without limitation, the Management Agent), contractors, subcontractors, tenants, subtenants, customers, guests, servants, representatives, volunteers, assignees, licensees, affiliates, members, partners, or invitees ~~servants, volunteers, assignees, or licensees~~ failure to comply with the Accessibility Requirements. The provisions in Section 6.4(b), (c), and (d) of this Lease apply to this obligation to defend, indemnify, and hold harmless.

9.8.4 Loss of Subsidy.

It is anticipated that certain Restricted Units in the Project (the "Subsidy Units") will receive Project-Based Section 8 or other rental subsidies (the "Rental Subsidy") throughout the Term, as reflected in the Financing Plan for the Project. If any change in federal law occurs, or any action (or inaction) by Congress or any federal or state agency occurs, which results in a material reduction, termination or nonrenewal of the Rental Subsidy through no fault of the Lessee, such that the Rental Subsidy shown on the Finance Plan for the Project approved by the Lessor is no longer available, Lessee shall, in anticipation of such loss in Rental Subsidy, use good faith efforts for a period of ninety (90) days, to identify and obtain alternative sources of rental subsidies and shall provide the Lessor progress reports on Lessee's efforts to identify and obtain alternative sources of rental subsidies. If at the end of such ninety (90) day period, Lessee is unable to secure an alternate source of rental subsidy, notwithstanding Section 9.8.2, Lessee may increase the rent on one or more of the Restricted Units that overlap with a Subsidy Unit, up to sixty percent (60%) of AMI ("TCAC Maximum Rent Limit"), subject to the following requirements:

a) Any such rent increase must be pursuant to a transition plan approved by the Lessor showing how the rent increase will be implemented, and which Restricted Units will be subject to the increase, and, if applicable, be consistent with remedial measures set forth in California Code of Regulations Title 4, Division 17, Chapter 1, Section 10337(a)(3) or successor regulation applicable to California's Federal and State Low Income Housing Tax Credit Program;

b) At the time Lessee requests an increase in the Restricted Unit rent, Lessee shall provide the Lessor with a copy of the proposed Annual Operating Budget showing the impact of the loss or reduction of the Rental Subsidy;

c) Any subsequent rent increases remain subject to Section 9.8.4 above; and,

d) The number of Restricted Units subject to the rent increase and the level of rent increase may not be greater than the amount required to ensure that the Project generates

sufficient income to cover its operating costs and debt service as shown on the Annual Operating Budget, and as is necessary to maintain the financial stability of the Development.

e) Upon receipt of any alternative rental subsidies, Lessee shall reduce the rents on the Restricted Units back to the Affordable Rents set out in Section 9.8, to the extent that the alternative rental subsidies provide sufficient income to cover the operating costs and debt service of the Project as shown on the Annual Operating Budget.

9.8.5 Rent Increases on Foreclosure.

In the event that a Senior Lender (as defined in the Loan Agreement) foreclosures on the Project (or receives a deed in lieu of foreclosure), the rents may be increased as described in Section 9.8.4 Section 2.1 above.

In no event shall fewer than 49% of all units in the Project be maintained as Restricted Units at or below 60% of Area Median Income. Any such rent increase shall be implemented in phases and be subject to a transition plan approved by the Lessor. The transition plan shall, at a minimum, (1) outline the phased rent increases, (2) identify which Restricted Units are subject to rent increases, and (3) state the operating income and expenses for the Project, which shall include a comparison of the pre-foreclosure rent structure and the proposed rent increases.

~~In the event that a Senior Lender (as defined in the Loan Agreement) foreclosures on the Project (or receives a deed in lieu of foreclosure), the rents on one or more of the Restricted Units may be increased up to the TCAC Maximum Rent Limit to maintain the financial feasibility of the Project, subject to the following requirements~~:

~~a) In no event shall fewer than 49% of all units in the Development be maintained as Restricted Units at or below 60% of Area Median Income. Any such rent increase must be pursuant to a transition plan approved by the Lessor showing: (i) how the rent increase will be phased-in; (ii) which Restricted Units will be subject to the increase; and (iii) the operating income and expenses for the Project comparing the current rent structure to the proposed rent structure;~~

~~b) The number of Restricted Units subject to the rent increase and the level of rent increase may not be greater than the amount required to ensure that the Project generates sufficient income to cover its operating costs and debt service, and as is necessary to maintain the financial stability of the Development; and~~

~~c) The rent increase may occur only at the time of renewal of the term of the lease of an existing Tenant or the time of leasing a Restricted Unit to a new tenant. Any subsequent rent increases remain subject to Section 9.8.4 above.~~

9.8.6 Rents for Restricted Units; Unit Sizes.

For all Restricted Units rents shall be limited to Affordable Rents for households of the applicable income limit and presumed household size in accordance with TCAC Standards. In the event that TCAC no longer publishes the income and rent information that this Lease contemplates that TCAC will publish, respectively, the Lessor shall provide Lessee with other

income and rent determinations which are reasonably similar with respect to methods of calculation to those previously published by TCAC, as applicable. Notwithstanding the foregoing, no tenant qualifying for a Restricted Unit shall be denied continued occupancy of a unit in the Project because, after admission, such tenant's household income increases to exceed the qualifying limit for such Restricted Unit. A household which at initial occupancy qualifies in a particular income category shall be treated as continuing to be of such income category so long as the household's gross income does not exceed one hundred forty percent (140%) of the applicable income limit. In the event the gross household income of a household that qualified at the applicable income limit at initial occupancy exceeds the applicable income limit for a unit, that unit will continue to be considered as satisfying the applicable income limit if the unit remains Rent-Restricted. In the event a tenant's household income exceeds the limits specified in this Section, Lessee shall apply the rules applicable to the Project pursuant to Section 42 of the Internal Revenue Code of 1986, as amended and the federal Regulations applicable thereto. In the event of inconsistency between the provisions of this Section and the rules applicable to the Project in connection with low-income housing tax credits, the rules applicable pursuant to such financing source shall prevail.

a) For the purpose of determining whether a household is an Eligible Household, gross household income shall be determined in accordance with TCAC regulations and federal regulations applicable to low-income housing tax credits.

b) Subject to Section 9.8.3(a), if, upon recertification of the income of a Tenant of a City-Assisted Unit, Lessee determines that a Tenant of a Restricted Unit has an Adjusted Income exceeding the maximum qualifying income for a 50% AMI Household, such Tenant shall be permitted to continue occupying the Restricted Unit and upon sixty (60) days written notice, the Rent may be increased to one-twelfth (1/12th) of thirty percent (30%) of the actual Adjusted Income of the Tenant, and Lessee shall rent the next available Unit of the appropriate size to a 20% AMI Household, a 30% AMI Household, a 40% AMI Household, or a 50% AMI Household, as applicable, at a Rent not exceeding the maximum Rent specified in Section 2.2, or designate another Unit in the Development with a 20% AMI Household as a 20% Unit, a 30% AMI Household as a 30% Unit, a 40% AMI Household as a 40% Unit, or a 50% AMI Household as a 50% Unit, as applicable, at a Rent not exceeding the maximum Rent specified in Section [2.2(a)].

c) Initial Rents are subject to Lessor approval. Rents may not be increased more often than once every twelve (12) months and by no more than five percent (5%) per year. Borrower shall provide each Tenant with at least sixty (60) days written notice of any increase in Rent applicable to such Tenant.

Section 9.9 Selection of Tenants.

In order to ensure that there is an adequate supply of affordable housing within the City of Livermore for senior residents within the City, including an application preference for Veteran Seniors, as defined in the Regulatory Agreement, to the extent permitted by law (including but not limited to federal, state and local fair housing laws) and consistent with the program regulations for funding sources used for development of the Project, applications will be selected pursuant to an equitable selection method, and in accordance with City approved

guidelines. Notwithstanding the foregoing, in the event of a conflict between this provision and the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, or HUD Regulations applicable to the Project, the provisions of such Section 42 and HUD Regulations shall control. Lessee shall comply with City's Affirmative Marketing Policies or other rental policies and procedures as they may be amended from time-to-time.

Section 9.10 Reporting Requirements; Access to Information; Inspections.

(a) Tenant Certification. Lessee or Lessee's authorized agent shall obtain from each household prior to initial occupancy of each residential unit in the Project (except the manager's unit), and on every anniversary thereafter, a written certificate containing all of the following in such format and with such supporting documentation as Lessor may reasonably require: (i) the identity of each household member; and (ii) the total gross household income. Lessee shall retain such certificates for not less than five (5) years, and upon City's request, shall provide copies of such certificates to City and make the originals available for City inspection.

(b) Annual Report. Following completion of construction of the Project, on each April 1 during the term of this Lease, Lessee shall submit an annual report ("**Annual Report**") to the Lessor in form satisfactory to Lessor, together with a certification that the Project is in compliance with the requirements of this Lease. Notwithstanding the Annual Report requirements, Lessee shall submit to the City an initial lease up report containing the tenant certification and occupancy information described in this section. The Annual Report shall, at a minimum, include the following information for each dwelling unit in the Project: (i) unit number and name; (ii) number of bedrooms; (iii) current rent and other charges; (iv) move in date and dates of any vacancies during the previous year; (v) number of people residing in the unit; (vi) total gross household income of residents; (vii) documentation of source of household income; and (viii) the information required by Paragraph (a). Lessee shall include with the Annual Report, an income recertification for each household, documentation verifying tenant eligibility, and such additional information as Lessor may reasonably request from time to time in order to demonstrate compliance with this Lease. The Annual Report shall conform to the format requested by Lessor; provided however, during such time that the Project is subject to a regulatory agreement restricting occupancy and/or rents pursuant to requirements imposed in connection with the use of state or federal low-income housing tax credits, Lessee may satisfy the requirements of this Section that pertain to tenant income certification and rents by providing Lessor with a copy of compliance reports required in connection with such financing.

In addition to the information described above, the Annual Report shall include the following:

(i) A Project income and expense statement for the reporting period;

(ii) Proposed annual budget for the next fiscal year which sets forth Lessee's estimate of operating income, operating expenses and debt service for the year, amounts payable to reserves and proposed rent adjustments;

(iii) A report on maintenance and other issues anticipated to affect the current budget needs of the Project as well as the amount in the Project's reserve accounts and the amount expected to be needed for major repairs or other needs during the new fiscal year;

(iv) Information on the status of the waiting list for units, including the number of households on the list; and

(v) A financial audit of the books and records of the Project prepared in accordance with generally accepted auditing standards by an independent certified public accountant.

(vi) Lessor may, from time to time request additional or different information, and Lessee shall promptly supply such information in the reports required hereunder.

(c) Maintenance of Records, Inspections. Lessee shall maintain copies of tenant leases, income certifications and other matters related to the leasing of the residential units in the Project for a period of five (5) years after the final date of occupancy by the tenant. Lessee shall provide Lessor and its authorized agents and representatives access to and copies of any books, documents, papers and records of the Project for the purpose of making audits, examinations, excerpts and transcriptions. With 48-hours' notice, during normal business hours and as often as may be deemed necessary, Lessor and its authorized agents and representatives shall be permitted access to and the right to examine the Improvements and the Leased Premises and to interview employees of the Project, for the purpose of verifying compliance with applicable regulations and compliance with the conditions of this Lease.

Section 9.11 Non-Discrimination; Compliance with Fair Housing Laws. Lessee shall not restrict the rental, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Leased Premises, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Lessee covenants for itself and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Lessee or any person claiming under or through Lessee 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, of, or for the Property or part thereof. Lessee shall include such provision in all leases and rental agreements affecting the Leased Premises or part thereof, and shall enforce the same diligently and in good faith.

Section 9.12 Fair Housing. Lessee shall comply with state and federal fair housing laws in the marketing and rental of the units in the Project. Lessee shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

Section 9.13 Management Entity and Replacement of Management Agent. City shall be notified at least 90 days prior to any changes in the Management Entity and shall have the right to review and approve the qualifications of the management entity proposed by Lessee for the Project and shall have the right to review and approve any agreement prior to execution between

Owner and the management entity, which approval shall not be unreasonably withheld, conditioned or delayed. The contracting of management services to a management entity shall not relieve Lessee of its primary responsibility for proper performance of management duties. City hereby approves Satellite Affordable Housing Associates Property Management Corporation as the initial management entity for the Project. Any subsequent management entity shall be subject to City review and approval, which shall not be unreasonably withheld, conditioned or delayed. Upon City determination and delivery of written notice to Lessee that Lessee has failed to operate the Project in accordance with this Agreement, subject to any applicable cure period and the approval of the Project lenders and equity investors, City may require Lessee to contract with a qualified management agent selected by City and approved by the Project lender and equity investor, to operate the Project, or to make such other arrangements as City deems necessary to ensure performance of the required functions. An on-site property management representative is required to reside on the property. If the on-site property management representative is not also the assigned property management staff for the Project, then the representative shall still be available to address resident issues and to serve as the point of contact for City business and the public after regular business hours at the Property.

ARTICLE 10.
EMINENT DOMAIN

Section 10.1 Termination of Lease. Lessor and Lessee agree that, in the event of a Taking such that Lessee reasonably determines that the Leased Premises cannot continue to be operated, at reasonable cost, for its then-current use, then, subject to the rights and consent of Lenders, this Lease shall, at Lessee's sole option, terminate as of the date of the Taking.

Section 10.2 Continuation of Lease and Presumption of Restoration. Lessor and Lessee agree that, in the event of Taking that does not result in the termination of this Lease pursuant to Section 10.1 above, this Lease shall continue in effect as to the remainder of the Leased Premises, and the Net Condemnation Award will be disbursed in accordance with Section 10.4 below to Lessor and Lessee and/or any Lender, if the terms of the applicable Leasehold Mortgage so require, and shall be used so as to make the same as complete, unified and efficient operating unit as nearly as reasonably possible to the condition existing prior to the Taking, subject to any applicable requirements of the Lender.

Section 10.3 Temporary Taking. If there shall be a temporary Taking with respect to all or any part of the Leased Premises or of Lessee's interest in this Lease, then the Term shall not be reduced and Lessee shall continue to pay in full all Rents, Impositions and other charges required herein, without reduction or abatement thereof at the times herein specified; provided, however, that Lessee shall not be required to perform such obligations that Lessee is prevented from performing by reason of such temporary Taking.

Section 10.4 Apportionment of Award. If there is a Taking, whether whole or partial, Lessor and Lessee shall be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed, taking into consideration Lessor's fee interest in the Land (as encumbered by this Lease) and reversionary interest in the Improvements upon the

expiration of the Term or termination of this Lease. If the Leased Premises are restored as is contemplated in Section 10.2 above, Lessee shall be entitled to recover the costs and expenses reasonably incurred in such restoration out of any Net Condemnation Award payable to Lessee. Thereafter, if the condemning authority does not make separate awards, the Parties agree that any Net Condemnation Award will be allocated as follows on a proportionate basis reflecting the Parties' respective interests in the Land and Improvements and the remaining duration of the Term as follows:

(A) Award on Total or Substantial Taking. In the event of a total or substantial taking, the award shall be apportioned as follows, in the following order:

(a) To the Lenders in an amount equal to the amounts owing on the Leasehold Mortgages (provided that the Lender whose loan is secured by the mortgage or deed of trust that has the highest lien priority shall be paid in full first, prior to any portion of the award being distributed to a Lender whose loan is secured by a mortgage or deed of trust with a lower lien priority).

(b) To Lessor that portion of the award equal to the fair market value of the Land and its reversionary interest in the Improvements.

(c) To Lessee, that portion of the award equal to the fair market value of the Improvements (subject to Lessor's reversionary interest), less the amount paid to the Lenders pursuant to (a) above.

(d) Any "bonus value" (i.e., any portion of the award attributable to the fact that the rent payable by Lessee under this Lease is at a below market rate) shall be paid to Lessor; provided however, if the condemning agency is Lessor, any such "bonus value" shall be equally divided between Lessor and Lessee.

(e) The balance, if any, shall be allocated between Lessor and Lessee respectively in that proportion in which (i) the fair market value of the Land bears to (ii) the fair market value of the Improvements, exclusive of Lessor's reversionary interest.

(B) Award on Partial Taking. In the event of a partial taking, then subject to the terms and provisions of the Senior Leasehold Mortgage, after application of the Award for restoration, any remaining portion of such award shall be apportioned as follows, subject to the allocations in Section 10.4 above, in the following order:

(a) To the Lenders in an amount equal to the amounts owing on the Leasehold Mortgages (provided that the Lender whose loan is secured by the mortgage or deed of trust that has the highest lien priority shall be paid in full first, prior to any portion of the award being distributed to a Lender whose loan is secured by a mortgage or deed of trust with a lower lien priority).

(b) To Lessor, that portion of the award attributable to the fair market value of the portion of the Land taken and that portion of the award attributable to the fair market value of its reversionary interest in the Improvements taken.

(c) To Lessee, that portion of the award equal to the fair market value of the portion of the Improvements taken (subject to Lessor's reversionary interest), less the amount paid to the Lenders pursuant to (a) above, but only to the extent that the proceeds of the award are not used for restoration of the Improvements.

(d) Any "bonus value" (i.e., any portion of the award attributable to the fact that the rent payable by Lessee under this Lease is at a below market rate) shall be paid to Lessor; provided however, if the condemning agency is Lessor, any such "bonus value" shall be equally divided between Lessor and Lessee.

(e) The balance, if any, shall be allocated between Lessor and Lessee respectively in that proportion in which (i) the fair market value of the Land bears to (ii) the fair market value of the Improvements exclusive of the reversionary interest of Lessor.

(f) Any severance damages awarded or payable because only a portion of the Land and Improvements are taken by eminent domain shall be (a) paid to Lessee during the first 49.5 years of this Lease and (b) equally divided between Lessee and Lessor during the next 49.5 years of this Lease (except to the extent needed to replace any Improvements taken by eminent domain with equivalent Improvements on the remainder of the Land).

(C) Award for Temporary Taking. Any award for a temporary taking shall, subject to the rights of any Lender, be awarded and retained by Lessee.

(D) Rent Abatement for Partial Taking. In the event of any partial taking of the Improvements, commencing upon the date of the final order of condemnation, Rent payable under this Lease shall be reduced by the percentage equal to the square footage of the condemned portion of the Improvements divided by the total square footage of the Improvements prior to the taking.

Section 10.5 Joinder. If a Leasehold Mortgage exists, the Lenders, to the extent permitted by law, shall be made a party to any Taking proceeding.

Section 10.6 City Reservation of Rights. Notwithstanding any provisions in this Lease to the contrary, nothing herein does or shall be construed to limit or require the City to exercise its ability to condemn any property, including the Leased Premises, in accordance with applicable law. Nothing in this Lease does or shall be construed as requiring the City to pay to Lessee, any Lender, or any other third party with an interest in the Leased Premises, any amount of money, as compensation for alleged condemnation or otherwise, if City (or its successor) seeks to enforce any of the rights and obligations under this Lease and any executed attachments thereto. Except when City exercises its ability to condemn the Leased Premises by adoption of a resolution of necessity and pursuant to other provisions of applicable law, City shall not be a construed as pursuing or effectuating a Taking or acting as a "condemning authority" under this Lease.

ARTICLE 11.
DAMAGE OR DESTRUCTION

Section 11.1 Damage or Destruction to Leased Premises. Lessee shall give prompt written notice to Lessor after the occurrence of any fire, earthquake, act of God or other casualty to or in connection with the Leased Premises, the Improvements or any portion thereof (hereinafter sometimes referred to as "Casualty"). Subject to Section 11.2 below and the rights of the Lenders under their Loan Documents, if during the Term the Improvements shall be damaged or destroyed by Casualty, Lessee shall repair or restore the Improvements, so long as Lessee determines, in its sole discretion, that it is feasible to do so and in such event Lessee provides or causes to be provided sufficient additional funds which, when added to such insurance proceeds, will fully effect such repair or restoration. Upon the occurrence of any such Casualty, Lessee, promptly and with all due diligence, shall apply for and collect all applicable insurance proceeds recoverable with respect to such Casualty, for the benefit of the Lenders (which insurance proceeds shall be immediately turned over to the Senior Lender to be held and disbursed in accordance with the terms and provisions of the Senior Leasehold Mortgage). In the event that Lessee shall determine, with Investor's prior written consent during the Compliance Period (as defined in Section 42 of the Code), subject to the rights of the Lenders, by notice to Lessor given within thirty (30) days after receipt by Lessee of any such insurance proceeds, that it is not economically practical to restore the Improvements and/or the Leased Premises to substantially the same condition in which they existed prior to the occurrence of such Casualty, then, subject to the written approval of Lenders, Lessee may terminate this Lease as of a date that is not fewer than thirty (30) days after the date of such notice. If Lessee terminates this Lease pursuant to this Section 11.1, Lessee shall surrender possession of the Leased Premises to Lessor immediately and assign to Lessor (or, if same has already been received by Lessee, pay to Lessor) all of its right, title and interest in and to the proceeds from Lessee's insurance upon the Leased Premises, subject to the prior rights of any Lender therein, as referenced in Section 11.3 below.

Section 11.2 Damage or Destruction Near End of Term. If, during the last seven (7) years of the Term, the Improvements shall be damaged by Casualty, then Lessee shall have the option, to be exercised within one hundred twenty (120) days after such Casualty:

(a) to repair or restore the Improvements as hereinabove provided in this Article 11; or

(b) subject to the rights and approval of Lenders, to terminate this Lease by notice to Lessor, which termination shall be deemed to be effective as of the date of the option to terminate the Lease is exercised by Lessee giving written notice of such termination to Lessor. If Lessee terminates this Lease pursuant to this Section 11.2, Lessee shall surrender possession of the Leased Premises to Lessor immediately and assign to Lessor (or, if same has already been received by Lessee, pay to Lessor) all of its right, title and interest in and to the proceeds from Lessee's insurance upon the Leased Premises, subject to the prior rights of any Lender therein, as referenced in Section 11.3 below.

Section 11.3 Distribution of Insurance Proceeds. In the event that this Lease is terminated pursuant to Sections 11.1 or 11.2 hereof, the insurance proceeds received as the result

of such Casualty shall be distributed as follows: (a) first, if Leasehold Mortgage(s) are in place, to the Lenders to the extent of any indebtedness then owed to such Lender in order of the Lien priority of the Leasehold Mortgages; (b) second, the balance, if any, of such insurance proceeds shall be paid to Lessee or, as applicable pursuant to Sections 11.1 and 11.2 above, assigned or paid over to Lessor.

Section 11.4 Insurance Requirements. Nothing in this Article 11 does permit or shall be construed as permitting Lessee to maintain less than the minimum insurance requirements set forth in this Lease.

ARTICLE 12.
EVENTS OF DEFAULT

Section 12.1 Events of Default. Each of the following shall be an "Event of Default" by Lessee hereunder:

(a) failure by Lessee to pay any Rent or Additional Rent when due if such failure shall continue for a period of thirty (30) days after notice thereof has been given by Lessor to Lessee;

(b) Lessee's default in the performance of any term, provision or covenant under this Lease, and unless such provision specifies an alternate cure period for such default, the continuation of such default for thirty (30) days in the event of a monetary default or sixty (60) days in the event of a non-monetary default following the date upon which Lessor shall have given written notice of the default to Lessee, or if the nature of any such non-monetary default is such that it cannot be cured within sixty (60) days, Lessee's failure to commence to cure the default within sixty (60) days and thereafter prosecute the curing of such default with due diligence and in good faith, but in no event longer than one hundred twenty (120) days from receipt of the notice of default;

(c) Lessee's failure to maintain insurance on the Leased Premises and/or the Improvements as required hereunder, and the failure of Lessee to cure such default within five (5) days or written notice from Lessee;

(d) Subject to Lessee's right to contest the following charges, Lessee's failure to pay taxes or assessments due on the Leased Premises or the Improvements or failure to pay any other charge that may result in a lien on the Leased Premises or the Improvements, and Lessee's failure to cure such default within twenty (20) days of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;

(e) A Transfer (other than a Permitted Transfer) occurs, either voluntarily or involuntarily, in violation of this Lease;

(f) the subjection of any right or interest of Lessee in this Lease to attachment, execution, or other levy, or to seizure under legal process, if not released within ninety (90) days after imposed;

(g) Lessee shall have voluntarily suspended its business for a period in excess of thirty (30) days for reasons other than Force Majeure, or Lessee shall have been dissolved or terminated;

(h) Intentionally omitted.

(i) the appointment of a receiver, to take possession of Lessee's Estate or of Lessee's operations on the Leased Premises for any reason (not including receivership pursuant to a Leasehold Mortgage), if such receivership is not terminated dismissed or vacated within ninety (90) days after the appointment of the receiver;

(j) pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("Bankruptcy Law"), Lessee or any general partner thereof-(i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Lessee or any general partner thereof in an involuntary case; [Intentionally Omitted](iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Lessee or any general partner thereof or for the Leased Premises; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due; provided however, with respect to Lessee's general partner, the foregoing actions shall not constitute an Event of Default if the Investor promptly takes action to replace the general partner;

(k) the filing against Lessee of any involuntary proceedings under such Bankruptcy Code or similar law (other than by a Lender), if such proceedings have not been vacated or stayed within ninety (90) days of filing;

(l) the appointment of a trustee or receiver for Lessee or for all or the major part of Lessee's property or the Leased Premises, in any involuntary proceeding, or the taking of jurisdiction by any court over all or the major part of Lessee's property or the Leased Premises in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Lessee (in each case other than at the request of or direction of any Lender), if such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within ninety (90) days of the appointment or the taking of jurisdiction;

(m) any of Lessee's representations or warranties contained in this Lease or in any financial statement, certificate or report submitted to Lessor in connection with this Lease proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to Lessor beyond the expiration of the applicable cure period specified in paragraph (b) above.

Section 12.2 Rights and Remedies.

(a) At any time after the occurrence of an Event of Default hereunder, subject in all respects to the provisions of this Lease with respect to Lessor's rights to cure defaults by Lessee and with respect to the rights of any Lenders, Lessor may, in addition to any other rights and remedies available at law or in equity, terminate this Lease by giving Lessee written notice thereof (with a copy of such notice to the Lenders), setting forth in such notice an effective date

for termination which is not less than thirty (30) days after the date of such notice, in which event this Lease and Lessee's Estate created hereby and all interest of Lessee and all parties claiming by, through or under Lessee shall automatically terminate upon the effective date for termination as set forth in such notice, with the same force and effect and to the same extent as if the effective date of such notice had been the date originally fixed in Article 2 hereof for the expiration of the Term. In such event, Lessor, its agents or representatives, and the Indemnitees shall have the right, without further demand or notice, to re-enter and take possession of the Leased Premises (including all buildings and other Improvements comprising any part thereof) at any time from and after the effective termination date without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or existing breaches of covenants. The Lessor has the remedy described in California Civil Code Section 1951.4 (Lessor may continue lease in effect after Lessee's breach and abandonment and recover rent as it becomes due, if Lessee has right to sublet or assign, subject only to reasonable limitations).

(b) Upon the exercise of Lessor's remedies pursuant to this Section 12.2, Lessee shall execute such releases, deeds and other instruments in recordable form as Lessor shall reasonably request in order to accurately set forth of record the then current status of Lessee's Estate, Lessee's rights hereunder, and of any Tenant Leases.

(c) If Lessee shall have failed to cure a default by Lessee after expiration of the applicable time for cure of a particular default, Lessor, at its election, but without obligation therefor, and subject to the rights of Lenders, (i) may seek specific performance of any obligation of Lessee, after which Lessor shall retain, and may exercise and enforce, any and all rights that Lessor may have against Lessee as a result of such default, (ii) from time to time without releasing Lessee in whole or in part from the obligations to be performed by Lessee hereunder, may cure the default at Lessee's cost, (iii) may terminate this Lease pursuant to subsection (a), (iv) subject to the rights of Lenders, may have a receiver appointed to take possession of Lessee's interest in the Leasehold Estate with power in the receiver (a) to administer Lessee's interest in the Leasehold Estate, (b) to collect all funds available in connection with the operation of the Project, and (c) to perform all other acts consistent with Lessee's obligations under this Lease, as the court deems proper. and/or (v) may exercise any other remedy given hereunder or now or hereafter existing at law or in equity. Any reasonable cost incurred by Lessor in order to cure such a default by Lessee shall be due immediately from Lessee, together with interest, and may be offset against any amounts due from Lessor to Lessee.

(d) Remedies Cumulative. No remedy provided in this Section shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, subject to any limitations referred to hereinabove.

(e) No Election of Remedies. The rights given in this Section to receive, collect or sue for any rent or rents, moneys or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach or nonobservance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall not in any way affect or impair or toll the right or power of Lessor upon the conditions and subject to

the provisions in this Lease to terminate Lessee's right of possession because of any default in or breach of any of the covenants, provisions or conditions of this Lease beyond the applicable cure period.

(f) Survival of Obligations. Nothing herein shall be deemed to affect the right of Lessor to indemnification for liability arising prior to the termination of the Lease for personal injuries or property damage or in connection with any other Claim, nor shall anything herein be deemed to affect the right of Lessor to equitable relief where such relief is appropriate. No expiration or termination of this Lease by operation of law or otherwise, and no repossession of the Leased Premises or any part thereof, shall relieve Lessee of any of its obligations to indemnify and defend the Indemnitees pursuant to the provisions of this Lease, and all such provisions, and all of Lessee's accrued liabilities and obligations hereunder, shall survive such expiration, termination or repossession.

(g) No Waiver. Failure to insist upon the strict performance of any term or conditions in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

Section 12.3 Default by Lessor.

(a) Events of Default. Lessor shall be in default of this Lease if it fails to perform any provision of this Lease that is obligated to perform within sixty (60) days after written notice of the default has been given to Lessor by Lessee. If the default cannot reasonably be cured within sixty (60) days, Lessor shall not be in default of this Lease if Lessor commences to cure the default within such 60-day period and diligently and in good faith continues to cure the default until completion.

(b) Right to Cure; Lessee's Remedies. If Lessor shall have failed to cure a default by Lessor after expiration of the applicable time for cure of a particular default, Lessee, at its election, but without obligation therefor (i) may seek specific performance of any obligation of Lessor, after which Lessee shall retain, and may exercise and enforce, any and all rights that Lessee may have against Lessor as a result of such default, and/or (ii) from time to time without releasing Lessor in whole or in part from the obligation to be performed by Lessor hereunder, may cure the default at Lessor's cost provided that Lessor has been given sixty (60) days advance written notice of Lessee's election to do so and Lessor has not within such time notified Lessee that Lessor will cure the default.

Section 12.4 Notices. Notices given by Lessor under Section 12.1 or by Lessee under Section 12.4 shall specify the alleged default and the applicable Lease provisions, and shall demand that Lessee or Lessor, as applicable, perform the appropriate provisions of this Lease within the applicable period of time for cure. No such notice shall be deemed a forfeiture or termination of this Lease unless expressly set forth in such notice. A notice by Lessor shall not be deemed ineffective if Lessor fails to provide the required time period to cure, so long as, any additional notice period required by this Lease, in addition to that already provided by Lessor, is thereafter provided by Lessor in writing.

ARTICLE 13.
QUIET ENJOYMENT AND POSSESSION; INSPECTIONS

Section 13.1 Quiet Enjoyment. Lessor covenants and warrants that Lessee, upon payment of all sums herein provided and upon performance and observance of all its covenants herein contained, shall peaceably and quietly have, hold, occupy, use and enjoy, and shall have the full, exclusive and unrestricted use and enjoyment of, all of the Leased Premises during the Term, subject only to the provisions of this Lease and all applicable Legal Requirements.

Section 13.2 Lessor's Right of Inspection. Notwithstanding Section 13.1 above, Lessor, in person or through its agents, upon reasonable prior notice to Lessee, shall have the right, subject to the rights of Tenants, to enter upon the Leased Premises for purpose of reasonable inspections performed during reasonable business hours in order to assure compliance by Lessee with its obligations under this Lease or a Tenant Leases.

ARTICLE 14.
VACATION OF LEASED PREMISES

Section 14.1 Vacation Upon Termination. Lessee covenants that upon any termination of this Lease, whether by lapse of time or because of any of the conditions or provisions contained herein, Lessee will peaceably and quietly yield and surrender possession of the Leased Premises to Lessor. The foregoing, however, will be subject to the rights of Tenants or others in possession pursuant to Tenant Leases with Lessee, provided that such Tenants are not in default thereunder and attorn to Lessor as their lessor. An action of forcible detainer shall lie if Lessee holds over after a demand for possession is made by Lessor.

Section 14.2 Surrender. Lessee agrees that on expiration or termination of the Term, Lessee shall surrender the Leased Premises, the Improvements, and any fixtures on the Leased Premises to Lessor, in good order, condition, and repair, reasonable wear and tear and obsolescence. The Improvements and any fixtures on the Leased Premises shall become the property of Lessor, free from any liens or Claims whatsoever, without any further compensation therefor from Lessor to Lessee or any other person. Contemporaneous with the expiration or termination of the Term, Lessee shall immediately deliver to the Lessor the following: (i) such documents, instruments, and conveyances as Lessor may request to enable Lessor's ownership of the Improvements and fixtures on the Leased Premises to be reflected of record, including, without limitation, a quitclaim deed in recordable form; (ii) all construction plans, surveys, permits, and other documents relating to the Improvements and fixtures on the Leased Premises as may be in the possession of Lessee at the time; and (iii) copies of Tenant Leases for current and prior Tenants and any estoppels as reasonably requested by Lessor. All documents and instruments required to be delivered by Lessee to Lessor pursuant to this Section shall be in a form and contain content reasonably satisfactory to Lessor. Notwithstanding the above, Lessor may, in its sole discretion, reject ownership of the Improvements and fixtures and request either their removal from the Leased Premises or their transfer to another entity.

ARTICLE 15.
NON-MERGER

Section 15.1 Non-Merger. Except upon expiration of the Term or upon termination of this Lease, there shall be no merger of either this Lease or Lessee's Estate created hereunder with Lessor's fee interest in the Land or Lessee's fee interest in the Improvements by reason of the fact that the same person may acquire, own or hold, directly or indirectly, (a) this Lease, Lessee's Estate created hereunder or any interest in this Lease or the Improvements, and (b) a fee interest in the Land or the Improvements, unless and until the Lessor, all Lenders with an Approved Loan and all persons, including any assignee of Lessor, having an interest in (i) this Lease or Lessee's Estate created hereunder, and (ii) the fee estate in the Leased Premises or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

ARTICLE 16.
TRANSFERS

Section 16.1 Permitted Transfer by Lessee. Except as provided in this Article 16, Lessee shall have no right to Transfer, assign or sublease any legal or beneficial interest in Lessee's Estate hereunder without Lessor's prior written consent. In determining whether to consent to a proposed transfer, assignment, or sublease, the Lessor will consider whether the proposed transferee shall submit for Lessor review and approval all instruments and other legal documents proposed to affect any Transfer of all or any part of or interest in the Property, the Improvements or this Agreement together with such documentation of the proposed transferee's qualifications and solvency, or any other documents, as the Lessor may reasonably request. The Lessor will consider:

(a) If the proposed transferee demonstrates to the Lessor's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the Lessor to competently complete and manage the Project and to otherwise fulfill the obligations undertaken by the Lessee under this Agreement in determining whether to consent to a proposed transfer, assignment or sublease under this Lease.

(b) Notwithstanding the foregoing, by its execution of this Lease, Lessor is deemed to have consented to the following ("Permitted Transfers") and the requirements of Section 16.1(a) shall not apply:

(1) Permitted Encumbrances, Approved Loans and Leasehold Mortgages;

(2) a conveyance of the leasehold interest in the Lessee's Estate resulting from the foreclosure of a Leasehold Mortgage (or an assignment, new lease or deed-in-lieu of such a foreclosure) and the transfer by such person to a third party subject to the provisions of paragraph (8) of Section 8.2(a);

(3) any transfer of equity in the Lessee that does not change management or operational control of Lessee or the Project other than to permit the admittance of an affiliate of Satellite Affordable Housing Associates Housing Corporation, a California nonprofit public benefit corporation, as the managing general partner of Lessee;

(4) the lease of the residential units consistent with the Tax Credit Restrictive Covenant and the Regulatory Agreement;

(5) the transfer of limited partnership interests in Lessee;

(6) in the event that any general partner of Lessee is removed by the Investor for cause following default under Lessee's partnership agreement, the transfer of the general partner interest to Investor or an affiliate of the Investor or to a 501(c)(3) tax-exempt nonprofit corporation selected by the Investor and approved by Lessor, in its reasonable discretion, provided that the successor nonprofit corporation has experience, assets and access to capital and private funding sufficient to construct (if the Project has not been fully constructed) and operate the Project in accordance with this Lease; and

(7) the transfer of the Project from Lessee to one of the members of the general partner of the Lessee or an affiliate of the general partners of the Lessee at the end of the tax credit compliance period for the Project.

(c) Upon the granting of any consent (deemed or otherwise) by Lessor with respect to a Transfer by Lessee, this Lease shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective heirs, successors, assigns, legal representatives, Lenders, Tenants and other transferees.

ARTICLE 17.
MISCELLANEOUS PROVISIONS

Section 17.1 Consents. Lessor agrees not to unreasonably withhold or delay its consent to matters requiring Lessor's consent hereunder unless the applicable provision of this Lease permits Lessor to exercise Lessor's sole discretion with respect to a particular matter.

Section 17.2 Enforced Delay; Extension of Times of Performance. Time is of the essence in the performance of each of the Parties' respective obligations set forth in this Lease. Except as expressly set forth in this Section 17.2, performance by any Party hereunder shall not be deemed to be in default and such Party shall be entitled to an extension of time to perform its obligations hereunder where delays in performance are due to causes beyond the reasonable control and without the fault of such Party, including as applicable: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority aside from that of Lessor; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplies that are not caused by any Party; acts or the failure to act of any public or governmental agency or entity, aside from the Lessor, that are not caused by Lessee; or other causes beyond the reasonable control of the Party ("Force Majeure"). Notwithstanding the foregoing, Lessee's inability to secure satisfactory financing, interest rates, and market and economic conditions shall not entitle Lessee to an extension of time to perform. An extension of time for any cause permitted under this Section 17.2 shall be limited to the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension

is sent to the other Party within thirty (30) days of knowledge of the commencement of the cause. If no written notice is sent within thirty (30) days, for purposes of measuring the extension period for performance of the obligation in question, the period of the enforced delay shall commence to run from the date written notice is sent to the other Party. Times of performance under this Lease may be extended by mutual written agreement of the Parties but in no event shall a period of enforced delay extend the Term of the Lease past its expiration, which is set forth in Section 2.2 of this Agreement. .

Section 17.3 Interpretation. The terms of this Lease shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Lease or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Lease.

Section 17.4 Entire Agreement: Modifications. This Lease supersedes all prior discussions and agreements between the Parties with respect to the leasing of the Leased Premises. This Lease shall not be modified or amended in any respect, except by written instrument specifically referencing such modification or amendment which is executed by or on behalf of the Parties in the same manner as this Lease is executed and, to which each Lender has consented in writing (if required by the applicable Loan Documents). The Parties acknowledge and agree that pursuant to Section 2.3 of the DDLA, the DDLA is terminated with respect to the Leased Premises and Phase 1 as of the Commencement Date. The Parties agree that any deletion of language from this Lease before its mutual execution by Lessor and Lessee shall not be construed to have any particular meaning or to raise any presumption canon of construction, or implication, including, without limitation, any implication that the parties intended to state the converse, obverse, or opposite of the deleted language.

Section 17.5 Governing Law. This Lease, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the substantive laws of the State of California without regard to conflict of law principles. Venue for any dispute hereunder shall be in Alameda County, California.

Section 17.6 Binding Effect. This Lease shall inure to the benefit of and be binding upon the Parties hereto, their successors, administrators, executors and permitted assigns.

Section 17.7 Severability. In the event any provision or portion of this Lease is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof, except to the extent the rights and obligations of the parties have been materially altered by such unenforceability.

Section 17.8 Further Assurances. From and after the date of this Lease, Lessor and Lessee, at the request of the other Party, shall make, execute and deliver or obtain and deliver all such affidavits, deeds, certificates, resolutions and other instruments and documents, and shall do or cause to be done all such other things that either Party may reasonably require in order to effectuate the provisions and the intention of this Lease.

Section 17.9 Authority to Execute Agreement. The persons executing this Lease on behalf of each Party represents and warrants to the other Party that by proper action such persons have been duly authorized to execute and deliver this Lease.

Section 17.10 Lease Administration and Approvals. The City Manager of the City of Livermore, or his or her designee shall be the person designated by Lessor to administer this Lease on behalf of Lessor. The City Manager of the City of Livermore shall have the authority to consent to any matter requiring Lessor approval or consent as provided in this Lease, and to perform and carry out any activities concerning this Lease, including but not limited to, the execution of any additional agreements, addenda or amendments so long as such actions do not substantially affect the rights and obligations of Lessor as specified herein.

Section 17.11 Captions. All captions, headings, paragraphs, subparagraphs, letters and other reference captions are solely for the purpose of facilitating convenient reference to this Lease, shall not supplement, limit or otherwise vary the text of this Lease in any respect, and shall be wholly disregarded when interpreting the meaning of any terms or provisions hereof. All references to particular articles, sections, subsections, paragraphs and subparagraphs by number refer to the text of such items as so numbered in this Lease.

Section 17.12 Gender. Words of any gender used in this Lease shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

Section 17.13 Exhibits. Each and every exhibit referred to or otherwise mentioned in this Lease is attached to this Lease and is and shall be construed to be made a part of this Lease by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full at length every time it is referred to and otherwise mentioned.

Section 17.14 References. All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this Lease. Unless otherwise specified in this Lease, the terms “herein,” “hereof,” “hereinafter,” “hereunder” and other terms of like similar import, shall be deemed to refer to this Lease as a whole, and not to any particular paragraph or subparagraph hereof.

Section 17.15 Cumulative. Except as expressly limited by the terms of this Lease, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

Section 17.16 Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by certified mail, return receipt requested; by reputable commercial delivery service; or by hand delivery by a reputable courier, to each Party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date shown on the delivery receipt as the date of delivery, the date delivery was refused or the date the item was returned as undeliverable. By giving prior written notice thereof, any Party, from time to time, may change its address for notices under this Lease.

To Lessor:	City of Livermore 1052 South Livermore Avenue Livermore, CA 94550 Attention: City Manager
To Lessee:	Pac Avenue, L.P. 1835 Alcatraz Avenue Berkeley, CA 94703 Attention: Eve Stewart, Senior Vice President of Real Estate Development
AND	Interfaith Housing, Inc. 550 Hillcrest Avenue Livermore, CA 94550 Attention: Laning Thompson, Board President
To Investor:	NEF Assignment Corporation 10 South Riverside Plaza Suite 1700 Chicago, Illinois 60606 Attention: General Counsel Email: projectnotices@nefinc.org with subject line of SMT #83146; 83452 With a copy to: NEF Assignment Corporation 10 South Riverside Plaza Suite 1700 Chicago, Illinois 60606 Attention: SVP Asset Management And: Bocarsly Emden Cowan Esmail & Arndt LLP 633 W. Fifth Street, Suite 5880 Los Angeles, California 90017 Attention: Rachel Rosner, Esq.

Section 17.17 Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same agreement.

Section 17.18 Time of Essence. Time is and shall be of the essence in this Lease.

Section 17.19 Attorneys' Fees. In any litigation or other action brought by a Party to this Lease to enforce this Lease or regarding a dispute over terms of the Lease or the performance of a Party, the prevailing Party in such litigation or action shall be entitled to attorneys' fees and the costs of such litigation.

Section 17.20 No Third-Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Lease is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

Section 17.21 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Lease is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Lessee and Lessor is and shall remain solely that of a tenant and landlord, and shall not be construed as a joint venture, equity venture, partnership or any other relationship. Lessor neither undertakes nor assumes any responsibility or duty to Lessee (except as expressly provided in this Lease) or to any third party with respect to the Project.

Section 17.22 Holding Over. If Lessee holds over at the Leased Premises after the expiration of the Term with the consent of the Lessor, either express or implied, such holding over shall be construed to create only a tenancy from month-to-month subject to all the other terms in the Lease.

Section 17.23 End of Term Transfer of Improvements and Leasehold Estate. At the end of the Term, City may assume rights to the Leasehold Estate, including any Improvements or fixtures on the Leased Premises, or transfer the Leasehold Estate, Improvements and fixtures to another non-profit entity. Lessee shall provide the Improvements in as-is but generally the same condition minus ordinary wear and tear and shall provide estoppels and copies of leases with respect to the subtenants, including Tenant Leases.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Lease is made and entered into in multiple original counterparts on the day and year first above written.

LESSOR:

City of Livermore, a California municipal corporation

By: _____
Marianna A. Burch, City Manager

APPROVED AS TO FORM:

By:_____

Jason Alcala
City Attorney

APPROVED AS TO INSURANCE:

By:_____

Risk Manager/Analyst

LESSEE:

Pac Avenue, L.P.,
a California limited partnership

By: Pac Avenue LLC,
a California limited liability company,
its general partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit
corporation, a member and the manager

By: _____
Eve Stewart,
Senior Vice President of Real Estate
Development

EXHIBIT A

Legal Description of Leased Premises

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT REAL PROPERTY IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

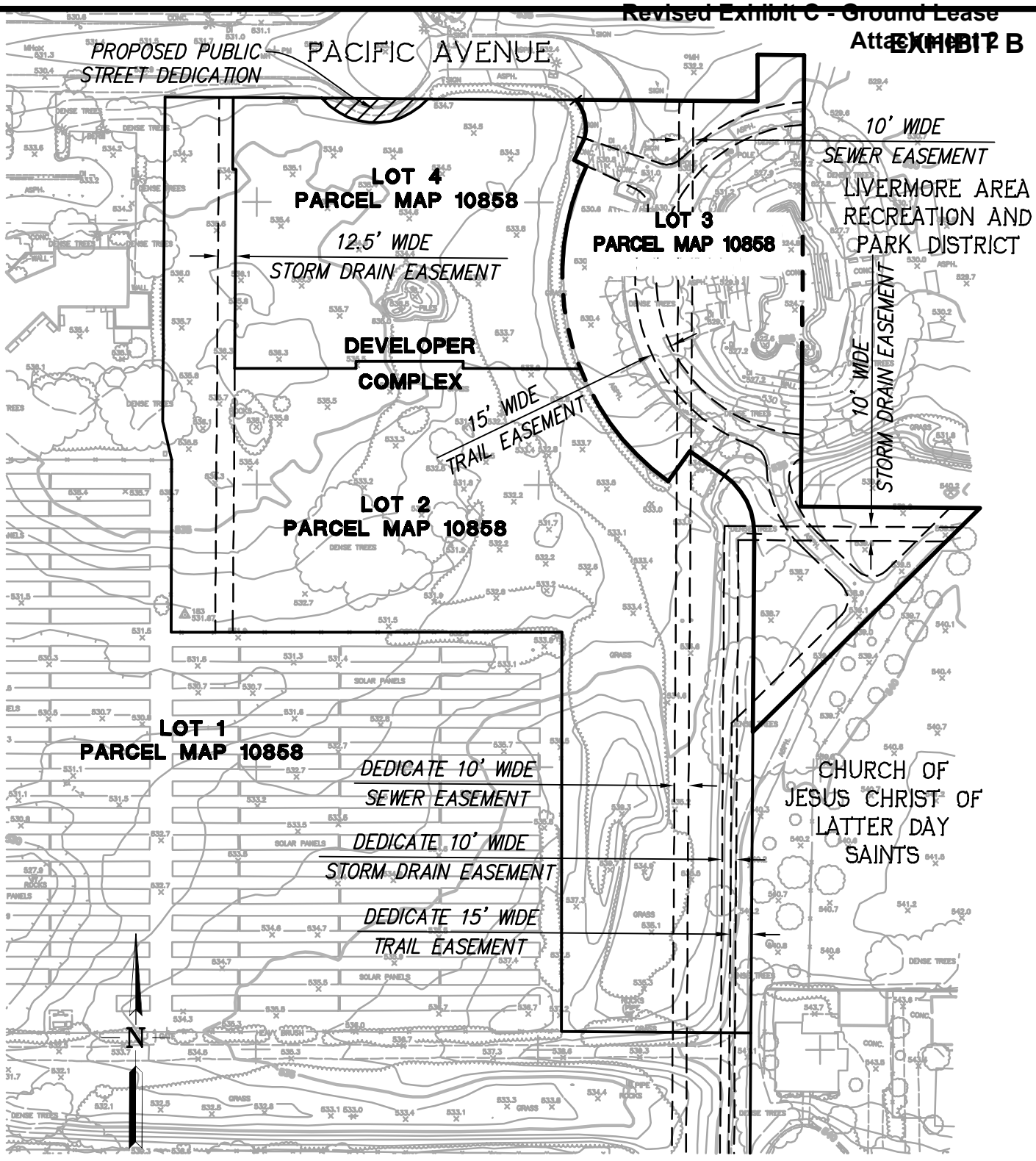
PARCEL 2, OF PARCEL MAP 10858, FILED NOVEMBER 27, 2024, IN BOOK 360 OF PARCEL MAPS, AT PAGES 87, 88, and 89.

APN: a portion of 099-0950-008-02

EXHIBIT B

Site Plan of Leased Premises
(Attached)

EXHIBIT B



SHEET 2

PLAT - PROPERTY

CITY OF LIVERMORE, 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

SCALE:	DATE:	JOB NO.:
1" = 100'	3-21-2023	151084-T50

G:\JOB2015\151084 T50 PACIFIC AVE SENIOR CITIZEN\CAD FILES\00-EXHIBITS\EXHIBIT B - PREMISES.DWG 3/22/2023 11:22:22 AM WILL BARTALINI

EXHIBIT C

Form of Memorandum of Lease

Exhibit C

Recording Requested by
and when Recorded, return to:

City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550
Attention: City Manager

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

Space above this line for Recorder's use.

APN 099-095000802 (portion only - parcel 2)

MEMORANDUM OF GROUND LEASE
(Pacific Avenue Senior Apartments – Phase 1)

THIS MEMORANDUM OF GROUND LEASE (the "Memorandum") is entered into as of _____, 2025, by and between the City of Livermore, a California municipal corporation (the "Lessor") and Pac Avenue, L.P., a California limited partnership (the "Lessee"), with respect to that certain Ground Lease dated _____, 2025 (the "Lease"), between the Lessor and the Lessee. All capitalized terms used in this Memorandum and not defined shall have the meaning set forth in the Lease.

1. Documentary Transfer Tax is not shown pursuant to Revenue and Taxation Code Section 11932. See that certain Statement of Documentary Transfer Tax Due, which shall be affixed to this Memorandum in the Official Records of Alameda County after record of this Memorandum is made and before the original is returned as specified in Government Code Section 27321.

2. Pursuant to the Lease, Lessor leases to Lessee and Lessee leases from Lessor that certain real property, more particularly described in Exhibit A, attached hereto and incorporated herein (the "Property"). The Lease shall commence on _____, 2025, and shall remain in effect for the ninety-nine (99) year term of the Lease, unless sooner terminated pursuant to the terms and conditions of the Lease.

As more particularly set forth in the Lease, certain development, affordability and occupancy restrictions apply to the use of the Property.

1. This Memorandum shall incorporate herein all of the terms and provisions of the Lease as though fully set forth herein.

2. This Memorandum is solely for recording purposes and shall not be construed to alter, modify, amend or supplement the Lease, of which this is a memorandum. In the event of any inconsistency between the terms and conditions of this Memorandum and the terms and conditions of the Lease, the terms and conditions of the Lease shall control.

3. This Memorandum may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts so executed shall together constitute but one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed as of the date first above written.

LESSOR:

City of Livermore, a California municipal corporation

By: _____
Marianna A. Burch, City Manager

ATTEST:

By: _____

APPROVED AS TO FORM:

_____
City Attorney

LESSEE:

Pac Avenue, L.P.,
a California limited partnership

By: Pac Avenue LLC,
a California limited liability company,
its general partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit
corporation, a member and the manager

By: _____
Eve Stewart,
Senior Vice President of Real Estate
Development

[SIGNATURES MUST BE NOTARIZED]

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)
) ss
County of _____)

On _____, before me, _____,
(Name of Notary)

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.

_____
(Notary Signature)

SIGNATURES MUST BE NOTARIZED.

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)
) ss
County of _____)

On , before me, _____,
(Name of Notary)

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.

(Notary Signature)

SIGNATURES MUST BE NOTARIZED.

Exhibit A

LAND
(To Be Inserted By Title)

EXHIBIT D

Financing Plan

Sources

Permanent Sources

Description	Totals
Tax Credit Equity	$ 23,821,439
HCD NPLH	$ 6,257,776
FHLB AHP	$ 1,000,000
City of Livermore Loan	$ 6,500,000
City of Livermore Predevelopment Loan	$ 657,000
Alameda County A1 Bonds	$ 6,234,012
Accrued Interest on Soft Loans	$ 359,090
HUD Section 202	$ 6,947,852
GP Capital Contribution (HUD 202 Deposit)	$ 10,000

Non-Permanent Sources

Construction Loan - First Citizens Bank	$ 30,605,014

Total Permanent Sources	$ 52,966,260

Uses

Description	Budgeted
CONSTRUCTION	
Unit Construction	$ 27,313,036
Site Work	$ 1,291,650
Contractor Overhead & Profit	$ 1,636,619
General Conditions	$ 1,352,030
Contractor Insurance & Bonds	$ 532,305
Owner Furnishings	$ 158,000
PV System	$ 900,000
Hard Cost Contingency	$ 2,033,044
CONSTRUCTION TOTAL	$ 35,216,684
ARCHITECTURAL FEES	
Architecture	$ 1,299,926
ARCHITECTURAL FEES TOTAL	$ 1,299,926
SURVEY & ENGINEERING	
Survey	$ 960,000
Enviro Assessment &Testing	$ 60,000
SURVEY & ENGINEERING TOTAL	$ 1,020,000

Description	Budgeted
CONST INTEREST & FEES	
Construction Loan Fees	$ 357,418
Construction Lender Costs	$ 35,000
Construction Lender Legal	$ 140,000
Contruction Loan Interest	$ 3,554,505
Accrued Interest	$ 359,090
Prevailing Wage Monitoring	$ 42,000
Construction Title & Recording	$ 105,000
CONST INTEREST & FEES TOTAL	$ 4,593,013
PERM FINANCING COSTS	
Perm Title & Recording	$ 25,000
PERM FINANCING TOTAL	$ 25,000
OWNER LEGAL	
Owner Legal - Org, RE, Synd & Perm Loan	$ 90,000
LEGAL TOTAL	$ 90,000
RESERVES	
Operating Reserve	$ 605,526
HCD Pooled Transition Reserve Fee	$ 20,916
HCD NPLH Transition Reserve	$ 217,120
Supplemental SAHA NPLH Reserve	$ 260,000
Capitalized Operating Deficit Reserve	$ 1,571,000
RESERVES TOTAL	$ 2,674,562
OTHER COSTS	
Other Taxes	$ 35,000
Permit Fees - Building	$ 695,000
Impact Fees	$ 2,152,573
Utility Connection Fees	$ 805,000
Builders Risk Insurance	$ 720,000
Appraisal	$ 5,000
Market Study	$ 15,000
Marketing & Leasing	$ 233,528
Construction Management	$ 90,000
Soft Cost Contingency	$ 814,674
OTHER COSTS TOTAL	$ 5,565,775
DEVELOPER COSTS	
Developer Fee	$ 2,200,000
DEVELOPER COSTS TOTAL	$ 2,200,000
SYNDICATION COSTS	
Syndication Consultant	$ 55,000
Syndication Legal	$ 85,000
Accountant Fee	$ 25,000
TCAC Fees	$ 116,300
SYNDICATION COSTS TOTAL	$ 281,300
	$ 52,966,260

Unit Mix (Rent and Income Levels)

Bedrooms	AMI	Section 8	Total Units	Gross Rent	Utility Allowance	Net Rent	Proposed Rent	Annual Rental Income
1	20%		16	$ 584	$ 97	$ 487	$ 487	$ 93,504
1	30%		8	$ 876	$ 97	$ 779	$ 779	$ 74,784
1	50%		14	$ 1,460	$ 97	$ 1,363	$ 779	$ 130,872
1	50%	Yes	5	$ 1,460	$ 97	$ 1,363	$ 1,363	$ 81,780
1	50%		24	$ 1,460	$ 97	$ 1,363	$ 1,363	$ 392,544
1	60%		9	$ 1,752	$ 97	$ 1,655	$ 1,655	$ 178,740
2	30%		1	$ 1,051	$ 131	$ 920	$ 920	$ 11,042
2	60%		1	$ 2,102	$ 131	$ 1,971	$ 1,971	$ 23,657
2	MNGR		1	$ -	$ 131	$ -	$ -	$ -
				$ -				
				$ -				
				$ -				
				$ -				
				$ -				
				$ -				
				$ -				
				$ -				
Avg AMI:	42.3%	5	79					$ 986,923

Cash Flow

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Income																
Rent	2.0%	$ 818,652	$ 835,025	$ 851,726	$ 868,760	$ 886,135	$ 903,858	$ 921,935	$ 940,374	$ 959,181	$ 978,365	$ 997,932	$ 1,017,891	$ 1,038,249	$ 1,059,014	$ 1,080,194
NPLH Rent	2.0%	$ 76,320	$ 77,846	$ 79,403	$ 80,991	$ 82,611	$ 84,263	$ 85,949	$ 87,668	$ 89,421	$ 91,209	$ 93,034	$ 94,894	$ 96,792	$ 98,728	$ 100,703
Section 8 Income		$ 54,777	$ 56,990	$ 58,130	$ 59,292	$ 60,478	$ 61,688	$ 62,922	$ 64,180	$ 65,464	$ 66,773	$ 68,108	$ 69,470	$ 70,860	$ 72,277	$ 73,723
HUD 202 PRAC Income		$ 174,420	$ 181,467	$ 185,096	$ 188,798	$ 192,574	$ 196,425	$ 200,354	$ 204,361	$ 208,448	$ 212,617	$ 216,869	$ 221,207	$ 225,631	$ 230,143	$ 234,746
Draw on NPLH COSR		$ 2,662	$ 12,848	$ 223,465	$ 231,200	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789	$ 232,789
Draw on Supplemental NPLH Reserve		$ 56,848	$ 203,152							$ -	$ -	$ -	$ -	$ -	$ -	$ -
Draw on Operating Deficit Reserve		$ 101,690	$ -	$ 3,768	$ 1,819	$ 34,929	$ 52,395	$ 70,623	$ 89,641	$ 109,479	$ 130,165	$ 151,729	$ 174,204	$ 197,623	$ 222,017	$ 247,423
Laundry & Vending Income	2.0%	$ 8,424	$ 8,592	$ 8,764	$ 8,940	$ 9,118	$ 9,301	$ 9,487	$ 9,677	$ 9,870	$ 10,067	$ 10,269	$ 10,474	$ 10,684	$ 10,897	$ 11,115
POTENTIAL GROSS INCOME:		$ 1,293,793	$ 1,375,921	$ 1,410,352	$ 1,439,800	$ 1,498,635	$ 1,540,719	$ 1,584,059	$ 1,628,689	$ 1,674,652	$ 1,721,986	$ 1,770,730	$ 1,820,929	$ 1,872,628	$ 1,925,865	$ 1,980,693
LIHTC Units Vacancy	5.0%	$ (60,874)	$ (64,904)	$ (66,547)	$ (67,940)	$ (70,801)	$ (72,823)	$ (74,905)	$ (77,051)	$ (79,262)	$ (81,539)	$ (83,885)	$ (86,302)	$ (88,792)	$ (91,357)	$ (94,000)
NPLH Units Vacancy	10.0%	$ (7,632)	$ (7,785)	$ (7,940)	$ (8,099)	$ (8,261)	$ (8,426)	$ (8,595)	$ (8,767)	$ (8,942)	$ (9,121)	$ (9,303)	$ (9,489)	$ (9,679)	$ (9,873)	$ (10,070)
EFFECTIVE GROSS INCOME:		$ 1,225,287	$ 1,303,233	$ 1,335,864	$ 1,363,760	$ 1,419,573	$ 1,459,470	$ 1,500,558	$ 1,542,871	$ 1,586,449	$ 1,631,326	$ 1,677,542	$ 1,725,138	$ 1,774,157	$ 1,824,635	$ 1,876,623
Expenses																
Operating Expenses	3.0%	$ 1,132,569	$ 1,166,546	$ 1,201,542	$ 1,237,589	$ 1,274,716	$ 1,312,958	$ 1,352,347	$ 1,392,917	$ 1,434,705	$ 1,477,746	$ 1,522,078	$ 1,567,740	$ 1,614,773	$ 1,663,216	$ 1,713,112
Replacement Reserve Deposits		$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400	$ 47,400
TOTAL EXPENSES		$ 1,179,969	$ 1,213,946	$ 1,248,942	$ 1,284,989	$ 1,322,116	$ 1,360,358	$ 1,399,747	$ 1,440,317	$ 1,482,105	$ 1,525,146	$ 1,569,478	$ 1,615,140	$ 1,662,173	$ 1,710,616	$ 1,760,512
NET OPERATING INCOME		**$ 45,318**	**$ 89,286**	**$ 86,922**	**$ 78,772**	**$ 97,456**	**$ 99,112**	**$ 100,812**	**$ 102,554**	**$ 104,344**	**$ 106,180**	**$ 108,063**	**$ 109,998**	**$ 111,984**	**$ 114,020**	**$ 116,111**
Required Payments																
NPLH Monitoring Fee		$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283	$ 26,283
County A1 Monitoring Fee		$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800	$ 4,800
City Monitoring Fee		$ 2,662	$ 2,715	$ 2,770	$ 2,825	$ 2,881	$ 2,939	$ 2,998	$ 3,058	$ 3,119	$ 3,181	$ 3,245	$ 3,310	$ 3,376	$ 3,444	$ 3,512
CASH FLOW:		**$ 11,574**	**$ 55,489**	**$ 53,070**	**$ 44,864**	**$ 63,492**	**$ 65,090**	**$ 66,731**	**$ 68,414**	**$ 70,143**	**$ 71,916**	**$ 73,736**	**$ 75,605**	**$ 77,525**	**$ 79,493**	**$ 81,516**
Investor Management Fee		$ 1,250	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000
Partnership Management Fee		$ 8,972	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887	$ 35,887
Residual Receipts to Soft Loans		$ 1,352	$ 14,602	$ 12,183	$ 3,977	$ 22,605	$ 24,203	$ 25,844	$ 27,527	$ 29,256	$ 31,029	$ 32,849	$ 34,718	$ 36,638	$ 38,606	$ 40,629

EXHIBIT E

Estoppel Certificate

Exhibit E

GROUND LESSOR ESTOPPEL CERTIFICATE

This Ground Lessor Estoppel Certificate (this "**Certificate**"), dated as of [_____], 2025, is executed by the City of Livermore, a California municipal corporation ("**Ground Lessor**") in favor of **FIRST-CITIZENS BANK & TRUST COMPANY**, its successors, transferees and assigns ("**Senior Lender**"), and **NEF ASSIGNMENT CORPORATION**, an Illinois not-for-profit corporation, as nominee ("**Investor**"). Substantially concurrently with the delivery of this Certificate, Senior Lender has made or intends to make a loan in the initial approximate stated principal amount of $[_____] (the "**Loan**") to **PAC AVENUE, L.P.**, a California limited partnership ("**Tenant**") pursuant to, among other things, a Loan Agreement (Construction Loan) by and between Tenant and Senior Lender (the "**Loan Agreement**"). Tenant's obligations with respect to the Loan are secured by (among other things) a Construction Leasehold Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing made by Tenant with respect to the Loan (the "**Senior Deed of Trust**"), encumbering (among other things) Tenant's leasehold estate under the Ground Lease (as defined below) and all improvements now existing or hereafter made on or within the land leased to Tenant pursuant to the Ground Lease (the "**Land**"). As used herein, references to the Loan and the Loan Agreement shall also include all renewals, extensions, modifications, amendments and restatements thereof, including without limitation those that increase the principal amount or the interest rate thereof or extend the maturity date thereof. Substantially concurrently with the delivery of this Certificate, Pac Avenue LLC, a California limited liability company, as general partner, and Investor, as limited partner, will enter into that certain Amended and Restated Limited Partnership Agreement (as may be amended, the "**Partnership Agreement**"), pursuant to and subject to the conditions thereof, among other things, Investor will make capital contributions to the Partnership in the approximate aggregate principal amount of $[_____] (the "**Investment**"). Ground Lessor's delivery of this Certificate to Senior Lender and Investor is a condition to Senior Lender's making the Loan and Investor making the Investment. Ground Lessor acknowledges that (i) Senior Lender is a "Lender" and the "Senior Lender" as such terms are defined in the Ground Lease, and that the Senior Lender shall be entitled to all of the rights and privileges afforded to a Lender and the Senior Lender under the Ground Lease and (ii) the Senior Deed of Trust is a "Leasehold Mortgage" and the "Senior Leasehold Mortgage" as such terms are defined in the Ground Lease, and that the Senior Deed of Trust shall be entitled to all of the rights and privileges afforded to a Leasehold Mortgage and the Senior Leasehold Mortgage under the Ground Lease. Ground Lessor further acknowledges that Investor is a "Investor" as such term is defined in the Ground Lease, and that Investor shall be entitled to all of the rights and privileges afforded to an Investor under the Ground Lease.

NOW, THEREFORE, for the purpose of providing information to the Senior Lender and Investor with respect to the Ground Lease (as defined below), with the understanding that the Senior Lender and Investor will rely upon the information provided herein, the undersigned Ground Lessor certifies to the Senior Lender and Investor the truth and accuracy of the following statements of fact as of the date first stated above:

1. Ground Lessor is the current "Lessor" under the Ground Lease (as defined below). Ground Lessor has not assigned or otherwise transferred all or any part of Ground Lessor's interest in the Ground Lease.

2. The "**Ground Lease**" consists of the documents described in paragraph 2.1 below, which have not been amended, modified or supplemented except as described in paragraph 2.1 below.

2.1 Ground Lease.

(a) Ground Lease (Phase 1 of Pacific Avenue Development Project) dated as [_____], 2025, between Ground Lessor as lessor and Tenant as lessee.

(b) Memorandum of Lease dated as of [_____], 2025, between Ground Lessor as lessor and Tenant as lessee, recorded on [_____], 2025 as Document No. [_____] in the official public records of the County of Alameda, California ("**Official Records**").

3. A true, correct and complete copy of the Ground Lease (including all documents listed in paragraph 2.1 above) are attached hereto as Exhibit A.

4. Ground Lessor has not encumbered its fee interest in the Land covered by the Ground Lease with any mortgage or deed of trust.

5. Ground Lessor does not hold any security deposit or letter of credit for Tenant's performance under the Ground Lease, and no security deposit or letter of credit for Tenant's performance under the Ground Lease is currently required under the terms of the Ground Lease.

6. Ground Lessor is not a party to, and to Ground Lessor's actual knowledge there is no, pending or threatened condemnation, litigation, administrative or quasi-administrative action or proceeding at law or in equity that could adversely affect the Ground Lease or the Land.

7. All of the payments required to be made by Tenant to Ground Lessor under the Ground Lease through the date first stated above have been paid in full.

8. The notice address for Senior Lender is:

First-Citizens Bank & Trust Company
222 2nd Street, 17th Floor
San Francisco, CA 94105
Attention: Community Development Finance

The Notice address for City is:

City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550
Attention: City Manager

The Notice address for Investor is:

NEF Assignment Corporation
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606
Attention: General Counsel
Email: projectnotices@nefinc.org with subject line of SMT #83146; 83452

and:

NEF Assignment Corporation
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606
Attention: SVP Asset Management

with a copy to:

Bocarsly Emden Cowan Esmail & Arndt LLP

633 W. Fifth Street, Suite 5880
Los Angeles, California 90017
Attention: Rachel Rosner

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Ground Lessor has executed this Certificate in favor of the Estoppel Parties as of the date first stated above.

"**GROUND LESSOR**":

CITY OF LIVERMORE,
a California municipal corporation

By: _____
Marianna A. Burch, City Manager

Exhibit A

Copy of Ground Lease Documents

[Attached]

EXHIBIT F

Addendum Section 202

Exhibit F

LEASE ADDENDUM SECTION 202
(Lessor – Lessee)

Notwithstanding any other provisions of the Ground Lease (this "**Lease**"), between the City of Livermore, a California municipal corporation ("**Lessor**"), and Pac Avenue, L.P., a California limited partnership ("**Lessee**"), if and so long as the Leasehold Estate is subject to a Section 202 Deed of Trust held by the Secretary of Housing and Urban Development ("**HUD**"), or given to the Secretary of HUD in connection with a resale, or the demised premises are acquired and held by him because of a default under said mortgage:

(1) Lessee is authorized to obtain a Section 202 Capital Advance from the Secretary of HUD, secured by a mortgage on the Leasehold Estate. Lessee is further authorized to execute a mortgage on the Leasehold Estate and otherwise to comply with the requirements of HUD for obtaining a mortgage.

(2) Intentionally omitted.

(3) If approved by the Secretary of HUD, Lessee may assign, transfer or sell its interest in the demised premises.

(4) Insurance.

(a) Insurance policies shall be in an amount, and by such companies, and in such form, and against such risks and hazards, as shall be required by any Lender and/or the Secretary of HUD.

(b) Lessor shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by Lessee to HUD. Lessor may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by Lessee.

(5) Condemnation.

(a) If all or any part of the demised premises shall be taken by condemnation, that portion of any award attributable to the improvements, or damage to the improvements, shall be paid to the mortgagee or otherwise disposed of as may be provided in the mortgage. Any portion of the award attributable solely to the taking of the land shall be paid to Lessor. After the date of taking, the annual ground rent shall be reduced ratably by the proportion which the award paid to Lessor bears to the total value of the land as established by the amount the Secretary of HUD would be required to pay upon acquisition of the fee.

(b) In the event of a negotiated sale of all of any portion of the demised premises in lieu of condemnation, the proceeds shall be distributed and ground rents reduced as provided in cases of condemnation, but the approval of the Secretary of HUD shall be required as to the amount and division of the payment to be received.

(6) Lessor agrees that, within ten (10) calendar days after receipt of written request from Lessee, it will join in any authorizations required by any governmental or other body claiming jurisdiction in connection with any work which Lessee may do hereunder, and will also join in any grants for easements for electric, telephone, gas, water, sewer and such other public utilities and facilities as may be reasonable necessary in the operating of the demised premises or of any improvements that may be erected thereon.

(7) Nothing contained in this Lease shall require Lessee to pay any franchise, estate, inheritance, succession, capital levy or transfer tax, or any other tax, assessment, change or levy upon the rent payable by Lessee under this Lease.

(8) Upon any default under this Lease which authorized the cancellation thereof by Lessor, Lessor shall give notice to the Secretary of HUD, and the Secretary of HUD, his successors and assigns, shall have the right and time within six (6) months from the date of such notice to correct the default and reinstate this Lease unless Lessor has first terminated this Lease as provided herein.

At any time after two (2) months from the date a notice of default is given to the Secretary of HUD, Lessor may elect to terminate this Lease and acquire possession of the demised premises. Upon acquiring possession of the demised premises, Lessor shall notify the Secretary of HUD. The Secretary of HUD shall have six (6) months from the date of such notice of acquisition to elect to take a new lease on the demised premises. Such new lease shall have a term equal to the unexpired portion of the term of this Lease and shall be on the same terms and conditions as contained in this Lease, except that the Secretary of HUD's liability for ground rent shall not extend beyond his occupancy under such lease. Lessor shall tender such new lease to the Secretary of HUD within thirty (30) calendar days after a request for such lease and shall deliver possession of the demised premises immediately upon execution of the new lease. Upon executing a new lease, the Secretary of HUD shall pay to Lessor any unpaid ground rentals due or that would have become due under this Lease to the date of execution of the new lease, including any taxes which were liens on demised premises and which were paid by Lessor, less any net rentals or other income which Lessor may have received on account of this property since the date of default under this Lease.

(9) All notices, demands and requests which are required to be given by Lessor, Lessee or the Secretary of HUD shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to:

U.S. Department of Housing and Urban Development
One Sansome Street, Suite 1200
San Francisco, California 94104
Attention: Office of Regional Counsel

unless a request for a change in this address has been sent the party giving the notice by registered or certified mail prior to the time when such notice is given.

(10) This Lease shall not be modified without the consent of the Secretary of HUD.

The remainder of this page is blank.

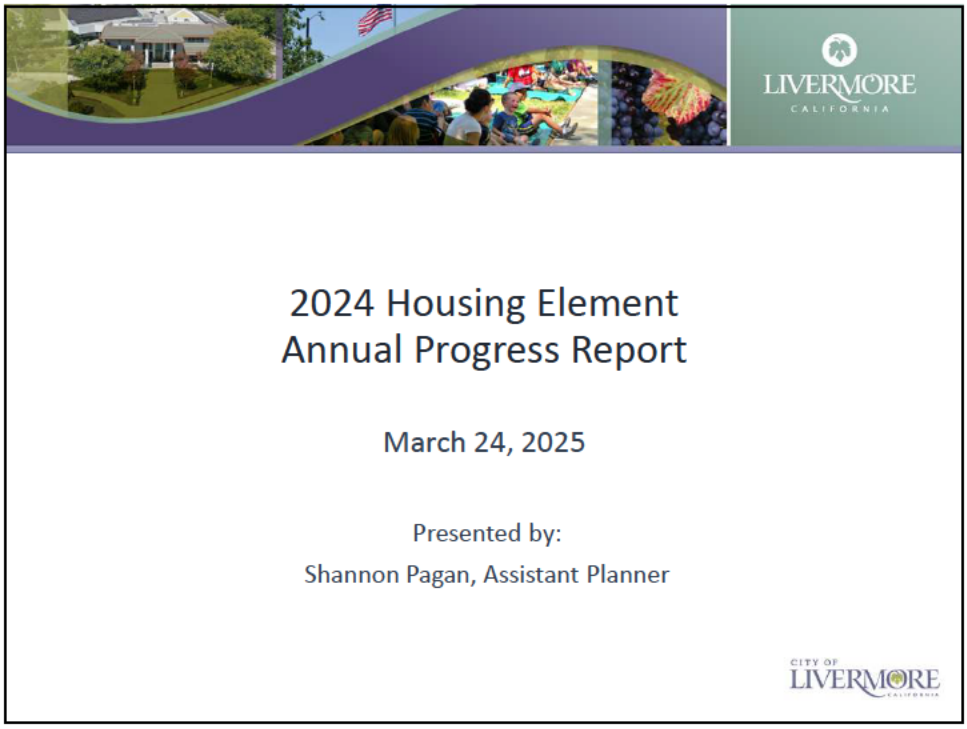
EXHIBIT G

Schedule of Related Documents

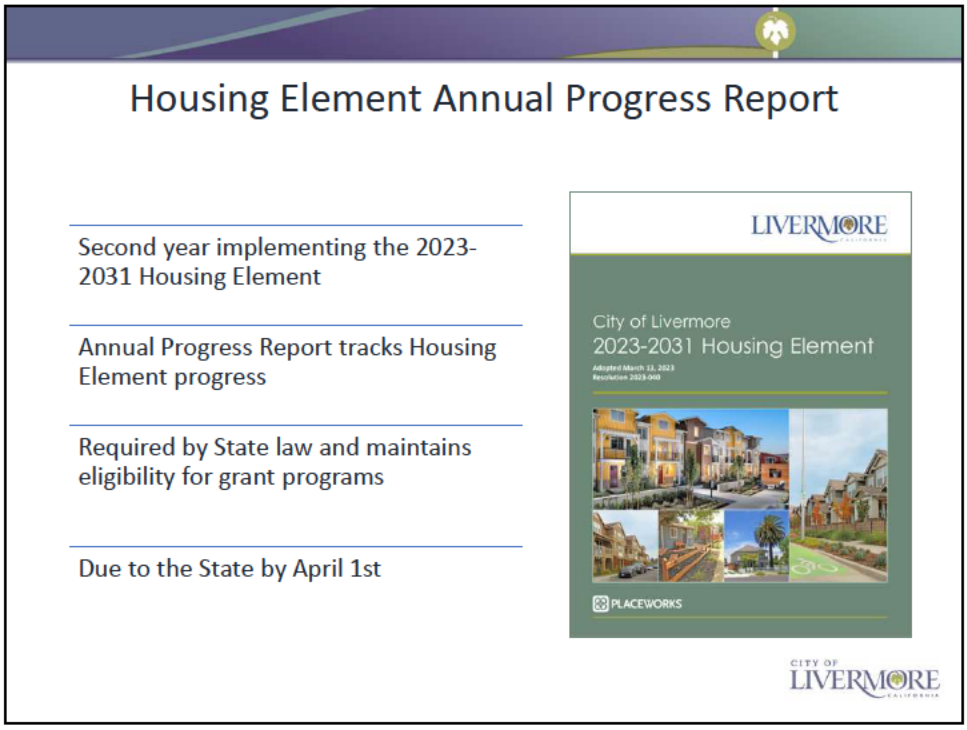
EXHIBIT G

Schedule of Related Documents

1) Phase 1 Environmental Site Assessment dated June 2021, prepared by Geocon Consultants; Location of Record: City of Livermore
2) Affordable Housing Loan Agreement by and between the City of Livermore and Pac Avenue, L.P for Pacific Senior Apartments Phase 1, entered into after this lease agreement. Location of Record: City of Livermore.
3) The Deed of Trust with Assignment of Rents, Regulatory Agreement for Capital Advance Mixed Finance Program, the Capital Advance Mixed-Finance Program Use Agreement and the UCC Financing Statement by and between the U.S. Department of Housing and Urban Development and Pac Avenue L.P., collectively, the "HUD 202 Loan Documents", entered into after this lease agreement. Location of Record: City of Livermore
4) Loan Agreement (Construction Loan) by and between First Citizens Bank and Trust Company and Pac Avenue, L.P. along with the Promissory Note secured by the Construction Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing entered into after this lease agreement, collectively, "Senior Loan Documents". Location of Record: City of Livermore.
5) Site Plan Design Review (SPDR) 20-005 and Subdivision (SUB) 20-001 for the Pacific Avenue Affordable Housing Project consisting of 140 affordable senior housing rental units, approved by the Livermore Planning Commission on November 16, 2021


LIVERMORE
CALIFORNIA
2024 Housing Element
Annual Progress Report
March 24, 2025
Presented by:
Shannon Pagan, Assistant Planner
CITY OF
LIVERMORE

1


Housing Element Annual Progress Report
Second year implementing the 2023-2031 Housing Element
Annual Progress Report tracks Housing Element progress
Required by State law and maintains eligibility for grant programs
Due to the State by April 1st
LIVERMORE
City of Livermore
2023-2031 Housing Element
PLACEWORKS
CITY OF
LIVERMORE

2

Reporting Requirements

Tracking Housing Progress	Units proposed, approved, permitted, and constructed by income level
Housing Program Implementation	Progress updates and program status
Streamlining Provisions	Streamlining provisions, density bonuses, commercial development incentives
Resource Inventory	No Net-Loss, rezoned sites, surplus property
Income-Level Conversions	Units converted to different affordability levels

CITY OF LIVERMORE CALIFORNIA

3

Regional Housing Needs Allocation (RHNA)

State determines projected housing need for each region

Council of Governments allocates housing units by income level to the City

City must demonstrate ability to accommodate assigned units in Housing Element

Process occurs every 8 years

CITY OF LIVERMORE CALIFORNIA

4

Regional Housing Needs Allocation (RHNA) Progress

Income Category	2023-2031 RHNA 6th Cycle	Projection Period (June 30, 2022 – Jan 30, 2023)	2023 (Jan 31 – Dec 31, 2023)	2024 (Jan 1 – Dec 31, 2024)	2025-2031	Total Units Permitted	Remaining RHNA
Very Low*	1,317	--	--	14	--	14	1,303
Low	758	--	--	14	--	14	744
Moderate	696	34	46	69	--	149	547
Above Moderate	1,799	21	21	267	--	309	1,490
Total	4,570	55	67	364	--	486	4,084

*Extremely low-income unit allocations are included in the very low-income category, assumed to be half or 659 units.

CITY OF LIVERMORE CALIFORNIA

5

Housing Programs Progress

- Comprehensive General Plan and Development Code Updates
- Inclusionary ordinance implementation
- Leverage local housing trust funds
- Accessory dwelling unit development
- Housing assistance to residents
- Fund non-profits providing supportive services
- Programs to reduce homelessness

CITY OF LIVERMORE CALIFORNIA

6

2024 Permitted Residential Projects



Serenity
- 399 for-sale and rental units including 60 affordable
- Under Construction



Triad West Cava
- 112 for-sale units including 22 affordable
- Under Construction



Triad East Amarone
- 172 for-sale units including 34 affordable
- Under Construction



Arroyo Vista
- 435 for-sale units including 52 affordable
- Under Construction

CITY OF LIVERMORE CALIFORNIA

7

2024 Approved Residential Projects



Isabel Crossing
- 1,299 for-sale and rental units including 363 affordable
- Approved



Aura
- 164 for-sale units including 33 affordable
- Approved



Parkview
- 31 for-sale units including 6 affordable
- Approved



Garaventa Hills
- 44 for-sale units including 6 affordable
- Approved

CITY OF LIVERMORE CALIFORNIA

8

Future Residential Projects



Cornerstone

- 253 for sale and rental units including 114 affordable
- Approved January 2025



Pacific and Livermore

- 115 for-sale units including 23 affordable
- Under Review

CITY OF LIVERMORE CALIFORNIA

9

Senior Housing and Housing with Special Services



Pacific Avenue Senior Living

- 140 very low and low-income senior housing units
- Approved



Assisted Living at the Well

- 84 assisted living suites, 44 memory care suites
- Approved

CITY OF LIVERMORE CALIFORNIA

10

Recommendation

Staff recommends the City Council adopt a resolution accepting the 2024 Housing Element Annual Progress Report.

CITY OF LIVERMORE CALIFORNIA

11

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Mayor Marchand	3/12/2025	Tri-Valley Nonprofit Alliance	Tri-Valley Mayors Summit at the Bankhead	Provided updates and insights on City and regional activities.
Mayor Marchand	3/12/2025	Alameda County Mayors Conference	Monthly Business meeting	Made three Conference appointments and heard a presentation on the Alameda County Local Agency Formation Commission (LAFCo).
Mayor Marchand	3/13/2025	Livermore Chamber of Commerce	Ribbon cutting	Friday and Associates, new business
Mayor Marchand	3/13/2025	Alameda Local Agency Formation Commission	Commission Meeting	Heard a presentation and participated in the following discussion on the tax agreement between LARPD and EBRPD.
Mayor Marchand	3/13/2025	3 Valleys Community Foundation	Grant awards program	Received an update on the programs and services that 3 Valleys is supporting.
Mayor Marchand	3/14/2025	City of Livermore	Ribbon-cutting	Welcomed Rice n' Spice Indian Supermarket
Mayor Marchand	3/14/2025	Livermore-Yotsukaido Sister City Organization	Welcome	Welcomed the arrival of the exchange students from Japan.
Mayor Marchand	3/15/2025	Livermore-Yotsukaido Sister City Organization	Welcome dinner/reception	Welcome dinner and reception for the students, chaperones and host families
Mayor Marchand	3/16/2025	Veterans of Foreign Wars	Meet, greet and St. Patrick's Day Dinner at	Meet and greet.
Mayor Marchand	3/16/2025	Muslim Community Center (MCC)- Pleasanton	Iftar program and breaking of Ramadan	Heard a program from Dublin Vice Mayor Kashef Qaadri on Iftar and Ramadan. followed by a dinner.
Mayor Marchand	3/19/2025	City of Livermore	Youth in Government Day	Participated in mock Council meeting and job shadowing.
Mayor Marchand	3/19/2025	Livermore Yotuskaido Sister City Organization	Met with the adult leaders of the sister city organization.	Gave them a tour of City Hall and the meeting Hall.
Mayor Marchand	3/20/2025	City of Livermore	TV program taping	Filmed Mayor's Report on TV 30 and provided an update on City activities.
Mayor Marchand	3/21/2025	ABCNorcal	Apprentice graduation	Spoke at the graduation ceremony.
Mayor Marchand	3/22/2025	City of Livermore	Litter clean-up	Worked with over 30 young and older adults picking up litter around Springtown and northern Livermore.
Mayor Marchand	3/22/2025	Islamic Center of Livermore	Iftar breaking of fast for Ramadan	Presentation, meet and greet, followed by traditional "breaking of the fast".
Mayor Marchand	3/22/2025	Livermore Art Association	Art Show	Toured the Essential Figure Show.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)
Vice Mayor Branning	3/12/2025	Tri-Valley Non Profit Alliance	Conversation with the Mayors
Vice Mayor Branning	3/13/2025	Livermore Chamber of Commerce	Friday and Associates Ribbon Cutting
Vice Mayor Branning	3/13/2025	Three Valleys Community Foundation	Grant Event
Vice Mayor Branning	3/16/2025	Muslim Community Center	Community Iftar
Vice Mayor Branning	3/18/2025	Livermore Downtown Inc	Board Meeting
Vice Mayor Branning	3/18/2025	Livermore Amador Valley Transit Authority	Transit Workers Appreciation Day
Vice Mayor Branning	3/19/2025	City Of Livermore and Rotary	Youth in Government Day
Vice Mayor Branning	3/19/2025	Livermore Chamber of Commerce	Chamber Mixer
Vice Mayor Branning	3/20/2025	Spectrum	Meals on Wheels ride along
Vice Mayor Branning	3/24/2025	Livermore Amador Valley Transit Authority	Projects and Services Committee

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Barrientos	3/13/2025	Stop Waste	Board Meeting	Discussion on the funding stream Measure D
Council Member Barrientos	3/17/2025	Meals on Wheels	Ride along	Met 15 clients. They are getting a $100,000 cut in funding from Trump/Musk
Council Member Barrientos	3/19/2025	Ava Community Energy	Board Meeting	Spent much of the time discussing whether to support SB 540. The vote was close not to support
Council Member Barrientos	3/20/2025	Sons In Retirement Society	Lunch meeting	Speaker was Loretta Kaskey. The subject was the history of the library in Livermore. We were one of the first cities to apply for funding from the state for a library
Council Member Barrientos	3/22/2025	Lions Club	Cioppino fund raising for Meals on Wheels	Raised funds
Council Member Barrientos	3/23/2025	Friends of Wadi Foquin	Briefing on the fate of a community in Palestine	Fund raising for Wadi Faquin. Enjoyed the cuisine of the middle east

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Dunbar	3/11/2025	TriValley Regional Occupation Program	Job shadowing day for local employers	Themes Collaboration and communication is important everywhere Your path is a career is not linear Connection to affordable housing (from TopCon): People from afar won't stay and locals can't afford to Learning from failure is critical Utilizing standards (Google Scholar) is an important skill for employers Kids see and respond to passion Note upcoming events May 20th Explore Evening at Las Positas TriValley ROP summer camps Manufacturing Day returns in October
Council Member Dunbar	3/14/2025	Public transit ride-along with Assemblymember Bauer Kahan		Met with a diverse group of folks, from high school students to seniors, to understand their transportation needs, how to meet them cost effectively, and upcoming challenges.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Wang	3/12/2025	Tri-Valley Nonprofit Alliance (TVNPA)	Conversations with Tri-Valley Mayors	The mayors of the five Tri-Valley cities/town discussed their priorities, challenges, and how they work together.
Council Member Wang	3/14/2025	Dublin Historical Society	Dublin Shamrock Gala	Annual kickoff to St. Patrick's Day weekend in Dublin
Council Member Wang	3/17/2025	League of California Cities (CalCities)	Legislative briefing webinar	90-minute briefing on new legislation regarding housing, transportation, public safety, environmental quality, wildfire, and community services
Council Member Wang	3/17/2025	Tri-Valley Youth Climate Action Project (TVYCAP) and Quest Science Center	Presentation on heat mapping	Work by students in Livermore, Pleasanton, and Tracy to map temperature differences throughout Livermore
Council Member Wang	3/18/2025	Spectrum's Meals on Wheels	Meal delivery ride-along	Delivered meals in District 3 with volunteer Gail
Council Member Wang	3/18/2025	Livermore Amador Valley Transit Authority (LAVTA)	Lunch to celebrate Transit Employee Appreciation Day	
Council Member Wang	3/19/2025	Livermore Valley Chamber of Commerce (LVCC)	monthly mixer	Hosted by Livermore Fusion Soccer Club
Council Member Wang	3/21/2025	Altamont Landfill Open Space Committee (ALOSC)	Bi-monthly Committee meeting	Received an update on an outreach program to educate ranchers about conservation easements and a presentation on an ecosystem valuation system
Council Member Wang	3/22/2025	City of Livermore	Litter pick-up event	30 volunteers, mostly high school students, picked up litter on Northfront Road for two hours
Council Member Wang	3/22/2025	Islamic Center of Livermore (ICL)	Iftar (meal eaten by Muslims at sunset to break their fast during Ramadan)	ICL invited community members to join them for Iftar
Council Member Wang	3/23/2025	Berkshire Hathaway HomeServices	Art Show by Caroline Powers Robinson	Light and Magic and Hidden Worlds Collections. The artwork will remain up until April 21st.