



REGULAR MEETING AGENDA

Date: 3/5/2025
Time: 6:30 p.m.
Location: [Zoom.us/join](https://zoom.us/join) – ID# 865 4847 4804 and
Arrillaga Recreation Center, Oak Room
700 Alma St., Menlo Park, CA 94025

Members of the public can listen to the meeting and participate using the following methods.

How to participate in the meeting

- Access the meeting, in-person, at the Arrillaga Recreation Center, Oak Room
- Access the meeting real-time online at:
[Zoom.us/join](https://zoom.us/join) – Meeting ID# 865 4847 4804
- Access the meeting real-time via telephone at:
(669) 900-6833
Meeting ID# 865 4847 4804
Press *9 to raise hand to speak

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Regular Session

- A. Call To Order**
- B. Roll Call**
- C. Public Comment**

Under “Public Comment,” the public may address the Commission on any subject not listed on the agenda. Each speaker may address the Commission once under public comment for a limit of three minutes. You are not required to provide your name or City of residence, but it is helpful. The Commission cannot act on items not listed on the agenda and, therefore, the Commission cannot respond to non-agenda issues brought up under public comment other than to provide general information.

- D. Regular Business**

- D1. Approve the Housing Commission meeting minutes for February 5, 2025 ([Attachment](#))
- D2. Consider and make a recommendation to the Planning Commission and City Council to approve a Below Market Rate Housing Agreement with LPGS Menlo, LLC for the Parkline Masterplan Project to comprehensively redevelop the SRI campus at 333 Ravenswood Ave. ([Staff Report #25-003-HC](#))

- D3. Review and recommend that the City Council accept the 2024 Housing Element Annual Progress Report ([Staff Report #25-004-HC](#))

E. Reports and Announcements

- E1. Commissioner updates
- E2. Future agenda items
- E3. Staff updates and announcements

F. Adjournment

At every Regular Meeting of the Commission, in addition to the Public Comment period where the public shall have the right to address the Commission on any matters of public interest not listed on the agenda, members of the public have the right to directly address the Commission on any item listed on the agenda at a time designated by the Chair, either before or during the Commission's consideration of the item.

At every Special Meeting of the Commission, members of the public have the right to directly address the Commission on any item listed on the agenda at a time designated by the Chair, either before or during consideration of the item.

For appeal hearings, appellant and applicant shall each have 10 minutes for presentations.

If you challenge any of the items listed on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Menlo Park at, or prior to, the public hearing.

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Housing Commission



REGULAR MEETING DRAFT MINUTES – DRAFT

Date: 2/5/2025
Time: 6:30 p.m.
Location: Teleconference and
 Arrillaga Recreation Center, Oak Room
 700 Alma St., Menlo Park, CA 94025

A. Call To Order

Chair Merriman called the meeting to order at 6:33 p.m.

B. Roll Call

Present: Beeli, Leitch, Portillo, Merriman, Switzer, Trempont
 Absent: Onap
 Staff: Housing Manager Tim Wong, Management Analyst Arianna Milton, Sustainability Manager Rachael Londer and Associate Planner Fahteen Khan

C. Public Comment

None.

The Housing Commission reordered item D1. to come after E2.

~~D. Presentations~~

~~D1. Presentation: Introduction to new City Sustainability program to electrify homes~~

E. Regular Business

E1. Approve the Housing Commission meeting minutes for January 7, 2025 (Attachment)

ACTION: Motion and second (Leitch/ Switzer), to approve the Housing Commission meeting minutes for January 7, 2025 passed 6-0-1 (Onap absent).

E2. Consider and make a recommendation to the Planning Commission to approve a Below Market Rate Housing Agreement with 3705 Haven LLV for 3705 Haven Avenue (Staff Report #25-002-HC) (Attachment)

Associate Planner Fahteen Khan and Michelle Loeb of LDP Architecture made the presentation.

- Katherine Dumont spoke in support of building very low income affordable homes with parking spaces provided.

The Commission discussed impacts to potential tenants from the concessions including the elimination of the 75% rent cap and the additional costs for unbundled parking to the below market rate (BMR) units affordability.

The applicant expressed interest in exploring the possibility of potential tenants having sole access to parking spaces on neighboring properties or a procedure for the project's tenants to share a parking space on a neighboring property.

The Commission received clarification that staff will be reexamining and revising the City's BMR Guidelines to look into folding parking requirements in as a utility, therefore it be part of the rent.

ACTION: Motion and second (Leitch/ Switzer), to recommend approval to the Planning Commission of the below market rate housing agreement with 3705 Haven LLC for 3705 Haven Ave. including Housing Commission comments regarding parking as a utility or amenity, more analysis of the 75% cap concession and that both staff and applicant will continue to explore shared parking to the Planning Commission, passed 5-1-1 (Merriman opposed, Onap absent).

D. Presentations

D1. Presentation: Introduction to new City Sustainability program to electrify homes.

Sustainability Manager Rachael Londer made the presentation.

E. Reports and Announcements

E1. Commissioner updates

None.

E2. Future agenda items

Staff reported out that the Commission would receive the Housing Element Annual Progress Report and the Parkline BMR agreement in March.

The Commission discussed receiving an update on Housing Element implementation.

D3. Staff updates and announcements

The Commission received clarification on the Housing Element Annual Progress Report to include an update on the implementation of housing programs and schedule as an agenda item for the Housing Commission's March meeting date.

Staff requested that the Commission provide outreach ideas for May's upcoming Affordable Housing Month.

E. Adjournment

Chair Merriman adjourned the meeting at 8:15 p.m.

Management Analyst I Arianna Milton



STAFF REPORT

Housing Commission

Meeting Date:

3/5/2025

Staff Report Number:

25-003-HC

Regular Business:

Consider and make a recommendation to the Planning Commission and City Council to approve a Below Market Rate Housing Agreement with LPGS Menlo, LLC for the Parkline Masterplan Project to comprehensively redevelop the SRI campus at 333 Ravenswood Ave.

Recommendation

Staff recommends that the Housing Commission review and recommend approval to the Planning Commission and City Council of the draft Project-Wide Below Market Rate (“BMR”) Housing Agreement as part of a proposed 64-acre mixed-use masterplan Project to comprehensively redevelop the SRI campus with a mix of residential and office/research and development (R&D) uses with limited restaurant and retail components, at 201, 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road (“proposed Project”) as described in the draft Agreement (Attachment A). The draft Agreement includes 90 rental multifamily units and seven rental townhome units affordable to low-income households or low-income equivalent. The draft Agreement allows the Applicant flexibility to offer the seven townhome units as for-sale BMR units affordable to moderate-income households if the Applicant elects to map the townhome units as for-sale units through a subsequent final mapping process. The draft Agreement also includes a parcel to be dedicated to an affordable housing developer for the future construction of a 100% affordable housing development of up to 154 rental multifamily units affordable to households with incomes up to 60% of Area Median Income (AMI).

Policy Issues

Each BMR Housing Agreement is considered individually. The Housing Commission should consider whether the BMR Housing proposal is in compliance with the requirements of the City’s BMR Housing Program (Menlo Park Municipal Code (“MPMC”) Chapter 16.96, referred to as the (“BMR Ordinance”) and the BMR Housing Program Guidelines (“BMR Guidelines”) adopted by the City Council to implement the BMR Ordinance. Relevant General Plan policies should also be considered. Housing Element Policy H4.2 encourages opportunities for new housing development to meet the City’s share of its Regional Housing Needs Allocation (RHNA), including an adequate supply and variety of housing opportunities to meet Menlo Park’s workforce and special needs populations. Housing Element Policy H4.4 encourages residential mixed-use developments in proximity to transit and services, such as shopping centers.

Background

SRI International (formerly known as the Stanford Research Institute) is an independent, nonprofit research institute located on an approximately 63-acre campus at 301 and 333 Ravenswood Ave. and 555 and 565 Middlefield Rd. (SRI campus). In addition to the SRI Campus the Project site includes an approximately one-acre parcel at 201 Ravenswood Ave. The total Project site area is approximately 64 acres.

Site location

For purposes of this staff report, Ravenswood Avenue is oriented east to west. The Project site is generally bound by Laurel Street to the west, Ravenswood Avenue to the north, Middlefield Road to the east and Seminary Drive, Burgess Drive, and the USGS campus to the south. Across Middlefield Road from the Project site is Menlo Atherton High School. The Menlo Park Civic Center Campus and Burgess Park are located across Laurel Street from the Project site.

SRI's research campus contains 38 buildings, totaling approximately 1.38 million square feet, which include research and development (R&D) and ancillary support services. The parcel at 201 Ravenswood Ave. is developed with the First Church of Christ, Scientist and Alpha Kids Academy. The Menlo Park Caltrain station is approximately one-third of a mile from the Project site. Attachment B includes a location map depicting the Project site.

Analysis

Project description

The Applicant (LPGS Menlo, LLC) is proposing to comprehensively redevelop the Project site with a mix of uses consisting of primarily residential and office/R&D uses, with small restaurant and potentially retail components through the master plan process, by utilizing a conditional development permit (CDP) and entering into a development agreement (DA), to secure vested rights, with the city. By proposing a master plan, the Applicant may comprehensively redevelop multiple parcels through a single project, with density and floor area ratio calculated in aggregate across the Project site. The summary below is intended to provide an overview of the proposed Project for the Housing Commission. It should be noted, the draft Environmental Impact Report (EIR) for the Project studied an earlier version of the Project and included the current version as a Project variant. This staff report describes the Project variant analyzed in the draft EIR as the proposed Project, which the Applicant is pursuing entitlements for, including the proposed BMR agreement.

Primary development program elements of the masterplan include:

- 646 residential dwelling units (46 townhome-style units in two components and 600 apartments in two multifamily buildings);
- An approximately 1.6-acre portion of land, to be dedicated to an affordable housing developer for the future construction of a 100% affordable housing development Project of up to 154 dwelling units;
- Retaining three existing buildings (approximately 286,730 square feet) for SRI's continued operation in Menlo Park;
- Demolition of two buildings at 201 Ravenswood Ave. and approximately 1.1 million square feet within 35 buildings on the SRI campus, to be replaced with five office/R&D/life science buildings, a new office amenity building, and three parking structures;
- The proposed Project would not increase non-residential square footage beyond existing square footage;
- Decommissioning of the existing 6-megawatt natural gas power plant;
- Inclusion of community-serving space within the 100 percent affordable building; and
- A potential below-grade emergency water storage reservoir below the publicly accessible park space along Ravenswood Avenue, to be built and operated by the city of Menlo Park.

The underlying zoning district for the majority of the Project site is currently zoned C-1, which allows up to 30 dwelling units per acre, although the current CDP does not permit residential uses. The proposed Project would include a project-specific zoning district and new CDP to enable the development of the masterplan for the proposed Project. The proposed density would be 12.5 dwelling units per acre for the entire site, or

approximately 58 dwelling units per acre in the residential components of the project.

The proposed Project would primarily include office/R&D and residential land uses. However, the masterplan also includes limited square footage for community serving uses. The community serving uses within the 100% affordable building could provide for potential small retail uses (e.g., bicycle repair shop, juice bar, coffee shop), comprising approximately 2,000 square feet. The office amenity building would include amenities for workers and a publicly accessible restaurant/café. The square footage to be set aside for the restaurant/café within the approximately 40,000-square-foot office amenity building has not yet been determined.

The SRI Campus is currently a secured site with no public access. The proposed site layout would remove the secure perimeter and incorporate publicly accessible open space, pathways, and trails. Portions of the proposed Project may include access restrictions; however, the majority of the project site would be accessible and provide new connections between Middlefield Road and Burgess Park/Menlo Park Civic Center complex. The proposed site plan is included as Attachment C and the full masterplan plan set is included as Attachment D.

The majority of the residential buildings would be located along Laurel Street and at the corner of Laurel Street and Ravenswood Avenue. Nineteen detached townhomes (Townhomes 1) are proposed in the southwest corner of the project site, adjacent to the Burgess Classics community. Two multifamily residential buildings (Residential 1 and Residential 2), each with approximately 300 units, are proposed to the north of Townhomes 1. A second cluster of residential uses are proposed along Middlefield Road between Ravenswood Avenue and Ringwood Avenue. The 100% affordable building with up to 154 multifamily units (Residential 3) would be located at the northeast corner of the project site. Twenty-seven attached townhomes (Townhomes 2) would be located just south of the 100% affordable building along Middlefield Road near the intersection with Ringwood Avenue.

The five proposed office/R&D buildings would be located near the center of the site, surrounding publicly-accessible open space. Existing Buildings S and T, located to the west of the USGS site, and Building P, located to the east of the proposed new residential buildings along Laurel Street, would be retained for SRI's continued operations. The three parking garages would be located along the perimeter of the project site. The office amenity building would be next to Parking Garage 3 and include a publicly-accessible restaurant or café, oriented toward the interior of the site and located near public open space.

The proposed Project includes open space areas and supporting amenities that would be available to the community (Attachment E includes the illustrative site plan). Publicly accessible open space features would include:

- A Ravenswood Avenue parklet on the northern edge of the site with a shared use path and small-scale public spaces;
- Central Commons in the center of the site consisting of flexible-use lawn area, multi-use plaza and event pavilion; and
- A recreational area along Ravenswood Avenue proximate to the 100% affordable housing parcel that could be actively programmed.

A multi-use bicycle and pedestrian path would be located on the north side of the site along Ravenswood Avenue, connecting to the Ravenswood Avenue and Middlefield Road intersection. The path would split before the recreation area, allowing users the option to loop southward into the project site toward the east and then cross Middlefield Road at Ringwood Avenue.

A multi-use bicycle and pedestrian path would also extend along the majority of the south side of the site from the end of Burgess Drive and then looping north, providing a second connection through the site to the Middlefield Road and Ringwood Avenue intersection. Additionally, bicyclists and pedestrians would access the residential and non-residential buildings from Laurel Street through paseo-like pathways between the residential buildings. The internal site circulation includes multiple pedestrian pathways through the publicly accessible open space. Attachments F and G include exhibits showing proposed bicycle and pedestrian circulation through the project site.

BMR Housing Program and related requirements

BMR requirements

The Applicant is required to comply with the BMR Ordinance and with the BMR Guidelines adopted by the City Council to implement the BMR Ordinance. Section 3.3 of the BMR Guidelines requires that mixed use developments comply with the requirements for commercial developments in the commercial portion of the development and comply with the requirements for residential developments for the residential portion of the development.

Residential inclusionary housing requirement

For projects of 20 or more dwelling units, the City's BMR Ordinance requires 15% of the total number of proposed units to be provided at below market rates to extremely-low (up to 30% AMI), very-low (up to 50% AMI), low- (up to 80% AMI), and moderate-income (up to 120% AMI) households in compliance with the BMR Guidelines. The BMR Guidelines specify that all required BMR rental units be provided at the low-income level, however, it allows developers to submit equivalent alternatives for consideration. Aside from the proposed 100% affordable building, the Project includes 646 dwelling units, which would require a minimum of 96.9 (rounded to 97) inclusionary BMR units at low-income or equivalent to low-income.

Commercial linkage requirement

Commercial developments of ten thousand (10,000) square feet or more gross floor area are required to mitigate the demand for affordable housing created by the commercial development project(s) and commercial in-lieu fees are charged at different rates to two groups based on the employee housing demand the uses produce. Group A uses are office and research and development ("R&D"). Group B uses are all other uses not in Group A. To allow flexibility, the Draft EIR evaluated two potential build out scenarios: one where 100% of the office/R&D buildings are used for office and one where 100% are used for R&D. Staff has reviewed the current land uses and determined the land uses at SRI all fall under R&D. Since the proposed total non-commercial square footage, including the three non-residential buildings that would be retained on the SRI campus, would not exceed the existing non-residential development on the site, there is no commercial linkage BMR requirement for the proposed Project, regardless of whether the five new non-residential buildings are occupied with R&D or office uses.

The Applicant's BMR proposal letter is included as Attachment H. The Project BMR proposal may be subject to additional review and refinement prior to the Planning Commission review and City Council action on the overall Project. The Housing Commission should note that the Project proposal is still under review by City staff, and aspects of the design are subject to change before final Project actions; however, impacts to the draft BMR Agreement are not anticipated.

Applicant's BMR proposal and staff evaluation

The Applicant proposes to provide 97 BMR inclusionary units to comply with the City's BMR Ordinance and BMR Guidelines. In addition to the inclusionary requirement, the Applicant is proposing to donate an approximately 1.6-acre parcel to an affordable housing developer to build up to 154 units affordable to households with incomes up to 60% AMI, which would be in addition to the City's inclusionary requirement (i.e. the land donation to an affordable housing developer is not required to comply with the City's BMR

Ordinance and BMR Guidelines).

Of the 97 BMR inclusionary units, 90 would be rental apartment units and seven would be rental townhome units affordable to low-income households or low-income equivalent. As shown in Table 1 below, in addition to the 100% affordable building, the Applicant is proposing to provide 15% of the units within each unit type or building as BMR units.

Table 1: Proposed BMR units		
	Total number of units	Number of BMR units
R1 (rental apartments)	300	45
R2 (rental apartments)	300	45
R3 (100% affordable bldg./rental apartments)	up to 154	up to 154
TH 1 (detached townhomes)	19	3
TH 2 (attached townhomes)	27	4
Total	up to 800	up to 251

Inclusionary BMR units

The unit types of the BMR units within the R1 and R2 buildings would be proportional with the overall unit type mix of the market rates units and would be distributed throughout each building, as required by the BMR Guidelines. Given the conceptual nature of the masterplan at this time, the location of the BMR units within each building or Project component is not known. The Applicant is also requesting flexibility on the income mix for the R1, R2, TH1 and TH2 BMR units, with a final mix that achieves an average equivalent to low-income. Additionally, as required by the BMR Guidelines, BMR rents would not exceed 75% of the market rate rent.

The Applicant would be required to sign and record the project wide BMR agreement for the 97 inclusionary units and the 154 units in the 100% affordable building concurrent with the recordation of the project CDP and DA. If the masterplan is approved by City Council, each building or Project component would require architectural control approval by the Planning Commission, at which time the specific location, size, and affordability levels of the BMR units for that building or component would be determined. If the applicant opts for a mix of incomes with an average equivalent to low income, each building/component would be required to meet low-income equivalency independently. The Applicant would be required to sign and record the BMR agreement for each building prior to building permit issuance, and construction of the BMR units would be concurrent with construction of market rate units.

The Applicant currently has a ground lease option agreement with SRI and indicates they are evaluating potential business terms with SRI that would allow for the attached and detached townhomes in TH1 and TH2 to be for-sale units. Therefore, the Applicant is requesting flexibility to offer the seven townhome units as for-sale BMR units affordable to moderate-income households, as permitted by the BMR Guidelines.

Table 2 below shows the proposed BMR units per unit type for an all low-income scenario, not including the 100% affordable building.

Table 2: Proposed residential unit types			
	Square feet	Total number of units	BMR units (low income)
Studio	550 - 650	46	7
1 bedroom/1 bath (R1 & R2)	700 - 900	253	38
2 bedroom/2 bath (R1 & R2)	1,000 - 1,250	257	39
3 bedroom/ 2 bath (R1 & R2)	1,300 - 1,450	44	6
4 bedroom/3 bath townhouse (TH2)	2,000 - 2,500	46	4
4 bedroom/3 bath townhouse (TH1)	2,500 - 3,000	70	3
Total		646	97

Land donation and future 100% affordable building

The Applicant is proposing to dedicate an approximately 1.6-acre parcel to an affordable housing developer via a long-term lease, following recordation of the first phased final map and prior to issuance of the first building permit for vertical construction, for the future construction of a 100% affordable housing development of up to 154 rental apartments (referred to as Building R3) affordable to households with incomes up to 60% AMI. The Applicant would provide only the land and the affordable housing developer would need to separately secure funding and construct the units. As a result, the number of units is uncertain. As mentioned previously, the land donation is not required to comply with the minimum requirements of the BMR Ordinance and BMR Guidelines. However, the project-wide BMR agreement includes these units.

The Applicant has identified the northwest corner of the site, adjacent to the intersection of Ravenswood Avenue and Middlefield Road, for this land dedication. The proposed location, just north of Townhomes 2, would be in close proximity to Menlo-Atherton high school, yet further away from the Caltrain station, the Civic Center/Burgess Park, and downtown Menlo Park than the majority of the residential units. The 100% affordable building would be adjacent to publicly accessible open space that could be actively programmed.

The Applicant indicates the 100% affordable building is anticipated to deliver a family-focused project with approximately 25% two-bedroom and approximately 25% three-bedroom units. Additionally, a portion of the units may provide services to special needs populations.

On-site parking would be provided for all residential uses. Parking for the 100% affordable building is proposed at .5 spaces per unit, lower than the proposed 1.25 spaces per unit for the two multifamily buildings or the two spaces per unit proposed as attached garages for the townhomes. While the new zoning district for the site may limit parking for multifamily buildings to one space per unit, the 100% affordable building would still have the lowest parking rate. The Applicant indicates residents of the 100% affordable building would have the option to utilize parking spaces within the adjacent non-residential parking garages during nights and weekends.

Table 3 below includes an anticipated unit mix for the 100% affordable building.

Table 3: Potential BMR unit types in R3		
	Square feet	BMR units
1 bedroom/1 bath	500 - 600	70
2 bedroom/1bath	800 - 850	42
3 bedroom/ 2 bath	1,000 - 1,200	42
Total		154

Regional housing needs allocation (RHNA)

The City’s current Housing Element (2023-2031) identified the need for 2,946 units to be produced affordable to very low-, low-, moderate-, and above moderate-income households. The proposed Project would add up to 800 units to the City’s housing supply, including 97 low-income or low-income equivalent inclusionary BMR units and up to 154 units affordable to low-income households at 60% AMI. It should be noted, the DA would extend the entitlements and the proposed units would only be applicable to the City’s 2023-2031 RHNA allocation if construction starts during this cycle.

Correspondence

At the time of the preparation of this staff report, staff has not received any correspondence regarding the draft BMR Housing proposal.

Conclusion

Staff believes that the Applicant’s inclusionary BMR proposal of 90 rental multifamily units and seven rental townhome units affordable to low-income households or low-income equivalent meets the requirements of the BMR Ordinance and BMR Guidelines. The option to offer the seven townhome units as for-sale BMR units affordable to moderate-income households also meets the requirements. The Project-wide affordable housing agreement sets up the inclusionary BMR requirement and land dedication requirement. Future building- or component-specific BMR agreements would ensure each Project component complies with the City BMR requirements and the Project-wide affordable housing agreement. The dedication of a parcel to an affordable housing developer for the future construction of a 100% affordable housing development of up to 154 rental units affordable to low-income households with incomes up to 60% AMI would provide additional BMR housing beyond the requirements of the BMR Ordinance and BMR Guidelines.

The proposed Project and the Applicant’s BMR proposal are consistent with Housing Element Policy H4.2, which encourages opportunities for new housing development to meet the City’s share of its Regional Housing Needs Allocation (RHNA), including an adequate supply and variety of housing opportunities to meet Menlo Park’s workforce and special needs populations, as it would add up to 800 total housing units to the City, including up to 251 BMR units. The proposed units would be near employment opportunities in downtown Menlo Park and the 100% affordable building may provide units for special needs populations. Additionally, the proposed Project is consistent with Housing Element Policy H4.4, which encourages residential mixed-use developments in proximity to transit and services, such as the Menlo Park Caltrain station and downtown Menlo Park. Staff recommends that the Housing Commission recommend approval to the Planning Commission and City Council on the draft BMR Agreement.

Impact on City Resources

The Project sponsor is required to pay Planning, Building, and Public Works permit fees, based on the City's Master Fee Schedule, to fully cover the cost of staff time spent on the review of the Project.

Environmental Review

A Draft EIR was released for the Project on June 20, 2024, beginning the 45-day public review and comment period, which ended on Monday, August 5, 2024. The Planning Commission held a Draft EIR public hearing at its meeting on July 22, 2024. The final EIR is anticipated to be released in early April 2025.

The Draft EIR identified significant and unavoidable impacts from the proposed Project in the following topic areas: construction noise, construction vibration, cumulative construction noise, and historical resources. The proposed Project would result in potentially significant impacts related to air quality, cultural resources, tribal cultural resources, biological resources, geology and soils, hydrology and water quality, and hazards and hazardous materials, but these impacts would be reduced to a less-than-significant level with implementation of identified mitigation measures.

The proposed Project will be evaluated with respect to compliance with the California Environmental Quality Act (CEQA) as part of the Planning Commission and City Council actions. BMR direction is not a project under CEQA so environmental review is not required by the Housing Commission.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. Draft Project-Wide Below Market Rate (BMR) Housing Agreement
- B. Location Map
- C. Masterplan site plan
- D. Hyperlink - Masterplan plan set: https://menlopark.gov/files/sharedassets/public/v/1/community-development/documents/projects/under-review/parkline/parkline_project-variant-master-plan-set_feb2025.pdf
- E. Illustrative Masterplan
- F. Conceptual Bicycle Circulation
- G. Conceptual Pedestrian Circulation
- H. Applicant's BMR housing proposal

Report prepared by:
Corinna Sandmeier, Principal Planner

Report reviewed by:
Kyle Perata, Assistant Community Development Director
Tim Wong, Housing Manager

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City of Menlo Park
Attn: City Clerk
701 Laurel Street
Menlo Park, CA 94025

PARKLINE PROJECT WIDE AFFORDABLE HOUSING AGREEMENT

THIS PARKLINE PROJECT WIDE AFFORDABLE HOUSING AGREEMENT (“**Agreement**”) is made as of this ____ day of _____, 202__, by and between LPGS Menlo, LLC, a Delaware limited liability company (“**Project Wide Developer**”) and the City of Menlo Park, a California municipal corporation (“**City**”) (each individually a “**Party**” and together the “**Parties**”), with reference to the following facts.

RECITALS

The following Recitals are a substantive part of and are hereby incorporated into this Agreement. For ease of reference, capitalized terms used within this Agreement are identified here, and if not otherwise defined, are defined in Section 1 of this Agreement.

A. SRI International, a 501 (c)(3) nonprofit scientific research institute (“**SRI**”), owns real property commonly known as 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road in the City of Menlo Park, County of San Mateo, identified as Assessor Parcel Numbers 062-390-660; 062-390-670; 062-390-730; 062-390-760; and 062-390-780 (the “**SRI Property**”).

B. SRI and Project Wide Developer have entered into that certain [**Ground Lease Option Agreement**] dated _____, 202__ (“**Ground Lease**”), regarding the SRI Property, but excepting therefrom that portion of the SRI Property encompassing existing buildings P, S and T, to be retained by SRI (“**Buildings PS&T Property**”). Hereinafter, the SRI Property, excepting therefrom the Buildings PS&T Property, shall be referred to as the “**Ground Lease Property**” and is more particularly described in **Exhibit A** attached hereto.

C. LPGS 201 Ravenswood, LLC, a Delaware limited liability company, an affiliate of Project Wide Developer, also owns real property adjacent to the Ground Lease Property commonly known as 201 Ravenswood Avenue in the City of Menlo Park, County of San Mateo, identified as Assessor Parcel Number 062-390-050, and more particularly described on **Exhibit B** attached hereto (“**Developer Property**”).

D. Hereinafter, the Ground Lease Property and Developer Property shall be referred

to herein as the “**Property**”, as more particularly described in **Exhibit A** and **Exhibit B** attached hereto. This Parties hereby agree and acknowledge that this Agreement relates to and shall encumber the Property.

E. Development of the Property is governed by, among other items, Menlo Park Municipal Code Chapter 16.96 (“**BMR Ordinance**”) and the Below Market Rate Housing Program Guidelines (“**Guidelines**”).

F. Project Wide Developer applied to City requesting an amendment to the General Plan (“**General Plan**”) land use element, amendment to the zoning ordinance to add an Administrative, Professional and Research, Special (C-1-S) zoning district, amendment to the zoning map to apply the newly added C-1-S zoning to the Property, rezoning the Property to add a Conditional Development (“**X**”) Combining District, and approval of a conditional development permit (“**CDP**”), below market rate (“**BMR**”) housing agreement, vesting tentative map (“**VTM**”) to subdivide the Property into thirty seven (37) separate legal parcels, and Development Agreement (collectively, the “**Project Approvals**”), to redevelop the Property with: (i) construction of five new office/R&D buildings of approximately 1,051,600 square feet (SF) and one new amenity building of approximately 40,000 SF to replace 35 buildings of approximately the same amount of square footage combined (i.e. 1,093,602 SF) on the Ground Lease Property to be demolished, along with a church and associated facilities on the Developer Property; (ii) development of up to 800 residential dwelling units within five (5) different groupings of which 251 will be affordable housing units; (iii) provision of approximately 3,719 parking spaces (surface spaces and within three parking garages); (iv) decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; (v) potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath public recreational facilities, provision of publicly accessible open space across the campus, and related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping (“**Project**”).

G. On March 5, 2025, after a duly noticed public hearing, the Housing Commission recommended approval of this Agreement. On _____, 2025, after a duly noticed public hearing, the Planning Commission recommended approval of the Project Approvals, inclusive of this Agreement. On _____, 2025, after a duly noticed public hearing, and on the recommendation of the Housing Commission and the Planning Commission, the City Council certified the environmental impact report for the Project and approved the Project Approvals, inclusive of this Agreement.

H. The Project Approvals allow for the development of up to 800 residential dwelling units within five (5) different groupings as follows: (i) three hundred (300) multi-family units on an approximately 4.47-acre parcel, identified as Lot 4 on the VTM (the “**R1 Parcel**”); (ii) three hundred (300) multi-family units on an approximately 5.75-acre parcel, identified as Lot 5 on the VTM (the “**R2 Parcel**”); (iii) one hundred fifty four (154) multi-family units on an approximately 1.63-acre parcel, identified as Lot 7 on the VTM (the “**R3 Parcel**”); (iv) nineteen (19) detached townhome units each located on separate parcels of varying sizes, identified as Lot 10 through Lot 28 on the VTM (the “**TH1 Parcels**”); and (v) twenty seven (27) attached townhome units on an approximately 1.63-acre parcel, identified as Lot 8 on the VTM (the “**TH2 Parcel**”). The R1

Parcel, R2 Parcel, R3 Parcel, TH1 Parcels and TH2 Parcel are each a Development Parcel as defined below.

I. The Project Approvals further provide that in accordance with the BMR Ordinance and the Guidelines, fifteen percent (15%) of the residential dwelling units constructed on the R1 Parcel, R2 Parcel, TH1 Parcels and TH2 Parcel, for a combined total of ninety seven (97) residential dwelling units, shall each be developed and made available for use and occupancy at rents affordable to low income households (the “**BMR Rental Units**”) or, as allowed by Section 4.1.2 of the Guidelines, the affordability level of BMR Rental Units within a Development Parcel shall achieve an average affordability of no more than eighty percent (80%) of Area Median Income, provided the rent of any BMR Rental Unit shall not exceed 75% of comparable market rate rent (the “**Affordability Equivalency**”).

J. The Project Approvals further allow the Project Wide Developer to elect to provide the seven (7) BMR Rental Units to be constructed on TH1 Parcels and TH2 Parcel for-sale to and at sale prices affordable to households earning one hundred twenty percent (120%) of Area Median Income (the “**BMR Ownership Units**”) instead and in-lieu of being available for use and occupancy as a BMR Rental Unit as outlined in Recital I above.

K. The Project Approvals further provide that all of the residential dwelling units on the R3 Parcel shall be constructed by a separate non-profit developer of affordable housing (“**Affordable Housing Developer**”) and shall be developed and made available for use and occupancy at rents affordable to households earning no more than 60% of Area Median Income (the “**60% AMI Units**”).

L. The Project Approvals require the Project Wide Developer to provide the BMR Rental Units, and the BMR Ownership Units if elected by Project Wide Developer, and the 60% AMI Units (collectively, hereinafter the “**Affordable Housing Units**”) as described herein. In accordance with the Project Approvals, Project Wide Developer is required to execute and record an approved BMR housing agreement concurrently with the recordation of the Development Agreement and CDP for the Project against the Property. This Agreement is intended to satisfy that requirement.

M. This Agreement will serve to memorialize the following: (i) Project Wide Developer’s agreement to provide the Affordable Housing Units within the Project needed to satisfy the requirements of the Project Approvals, BMR Ordinance, and Guidelines; (ii) the time frame for the designation of the location, unit composition (number of bedrooms, bathrooms, square footage), and affordability level applicable to the Affordable Housing Units; (iii) the time frame for election by Project Wide Developer whether to deliver Affordable Housing Units in TH1 Parcels and TH2 Parcel as BMR Rental Units or BMR Ownership Units; (iv) the time frame for Project Wide Developer to elect to apply an Affordability Equivalency to BMR Rental Units on a Development Parcel; (v) the time frame for the construction of the Affordable Housing Units; (vi) the restriction of the Affordable Housing Units by the recordation of the Declarations (as defined below), in favor of the City and in a form approved by City, as set forth in **Exhibit C** attached hereto for BMR Rental Units and 60% AMI Units and as set forth in **Exhibit D** attached hereto for BMR Ownership Units, assuring affordability for the required term; and (vii) other issues

related to the provision of Affordable Housing Units on the Property.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Project Wide Developer hereby declares and the City hereby agrees as follows:

1. Definitions. The following terms shall have the meanings ascribed to them in this Section 1:

- (a) **“Affordability Equivalency”** is defined in Recital I.
- (b) **“Affordability Level”** means whether a BMR Rental Unit or BMR Ownership Unit is restricted for rental or sale to, respectively, household of extremely low income, very low income, low income, or moderate income, as those terms are defined more specifically in the Pro Forma Declaration attached hereto as Exhibit “C”, applicable to BMR Rental Units, and Exhibit “D”, applicable to BMR Ownership Units.
- (c) **“Affordable Housing Developer”** is defined in Recital K.
- (d) **“Affordable Housing Units”** is defined in Recital L.
- (e) **“Agreement”** means this Project Wide Affordable Housing Agreement.
- (f) **“Area Median Income”** or **“AMI”** means the area median income for San Mateo County, as published and periodically updated by the U.S. Department of Housing and Urban Development (**“HUD”**), adjusted for assumed household size.
- (g) **“BMR Ordinance”** has that meaning ascribed to it in Recital E.
- (h) **“BMR Ownership Units”** is defined in Recital J.
- (i) **“BMR Rental Units”** is defined in Recital I.
- (j) **“Building Permit(s)”** means a permit for the actual structure(s) of a Development Parcel, as that term is defined herein, in which residential rental units shall be developed and/or permits for any site preparation construction work, which may include but not be limited to make-ready utility installation; demolition, excavation, shoring and grading; and/or foundation installation.
- (k) **“Buildings PS&T Property”** is defined in Recital B.
- (l) **“City”** means the City of Menlo Park, a municipal corporation.
- (m) **“Declaration”** means the Below Market Rate Housing Agreement and Declaration of Restrictive Covenants recorded in Senior Position against a Development Parcel(s) sufficient to accommodate construction of the Affordable Housing Units applicable to the Development Parcel. The Declaration shall be in substantially the same form as the Pro Forma Declaration attached hereto as Exhibit “C” or Exhibit “D”, with the form attached as Exhibit “C” used for the 60% AMI Units constructed on the R3 Parcel and the BMR Rental Units constructed on the R1 Parcel, R2 Parcel, TH1 Parcels and TH2 Parcel, and, if elected by the Project Wide Developer, the form attached as Exhibit “D” shall be used for the BMR Ownership Units constructed on the TH1 Parcels and TH2 Parcel. The term Declaration includes the First Development Parcel Declaration as defined in Section 5(a) below. Each Declaration shall be made by the owner of the Development Parcel at the time such Declaration is recorded; for the avoidance of doubt, “owner” may refer to a ground lessee or sub-ground lessee
- (n) **“Developer Parcel”** is defined in Recital C and more particularly described in the legal description attached hereto as Exhibit B.
- (o) **“Development Parcel”** means the R1 Parcel, R2 Parcel, R3 Parcel, TH1 Parcel, and TH2 Parcel within the Property upon which any group of Market Rate Units, Affordable Housing

Units, and/or improvements for which Building Permits are being concurrently requested by the Project Wide Developer are located and shall include the First Development Parcel, R3 Development Parcel, and any Subsequent Development Parcel, as such terms are defined herein.

(p) “**First Development Parcel**” shall mean and refer to the first Development Parcel to be developed.

(q) “**Ground Lease**” is defined in Recital B.

(r) “**Ground Lease Property**” is defined in Recital B and more particularly described in the legal description attached hereto as Exhibit A.

(s) “**Guidelines**” has that meaning ascribed to it in Recital E.

(t) “**Market Rate Units**” means the rental or ownership residential units that Project Wide Developer will develop on the R1 Parcel, R2 Parcel, TH1 Parcel and TH2 Parcel within the Property that are not constricted by affordability rules under a Declaration and are permitted under the Project Approvals.

(u) “**Parkline Master Plan**” means the plans submitted by Project Wide Developer dated _____, 202__, consisting of ___ plan sheets and Appendices 1 through 10, recommended for approval by the Planning Commission on April __, 2025 and approved by the City Council on [date]

(v) “**Parties**” means the City and Project Wide Developer.

(w) “**Party**” means the City or Project Wide Developer.

(x) “**Project**” is defined in Recital F.

(y) “**Project Approvals**” is defined in Recital F.

(z) “**Project Wide Developer**” means LPGS Menlo, LLC, a Delaware limited liability company.

(aa) “**Property**” is defined in Recital D, and more particularly described in the legal descriptions attached hereto as Exhibit A and Exhibit B.

(bb) “**Required Affordable Units**” means the number of Affordable Housing Units which, as of the date of issuance of the first Building Permit for any particular Development Parcel, Project Wide Developer is required to construct pursuant to Section 2(c) of this Agreement.

(cc) “**R3 Development Parcel**” shall mean and refer to the R3 Parcel to be developed as part of the Project.

(dd) “**R1 Parcel**” is defined in Recital H.

(ee) “**R2 Parcel**” is defined in Recital H.

(ff) “**R3 Parcel**” is defined in Recital H.

(gg) “**Senior Position**” means that the document is recorded against the Property such that it is senior in recording priority to all mortgages, deeds of trust or other liens, excluding property taxes.

(hh) “**SRI**” means SRI International, a 501 (c)(3) nonprofit scientific research institute.

(ii) “**SRI Property**” has the meaning ascribed to it in Recital A.

(jj) “**Subsequent Development Parcel**” shall mean and refer to each of the Development Parcels to be developed as part of the Project subsequent to the First Development Parcel.

(kk) “**Targeted Household**” means, (a) with respect to the BMR Rental Units either (i) those households whose aggregate gross annual income does not exceed eighty percent (80%) of Area Median Income, as adjusted for family size, or (ii) if an Affordability Equivalency is applicable, those households whose aggregate gross annual income does not exceed one hundred twenty percent (120%) of Area Median Income, as adjusted for family size; (b) with respect to

BMR Ownership Units those households whose aggregate gross annual income does not exceed one hundred twenty percent (120%) of Area Median Income, as adjusted for family size; and (c) for 60% AMI Units, those households whose aggregate gross annual income does not exceed sixty percent (60%) of Area Median Income, as adjusted for family size.

(ll) “**TH1 Parcels**” is defined in Recital H.

(mm) “**TH2 Parcel**” is defined in Recital H.

(nn) Other terms referenced in this Agreement in “quotations” have the meanings ascribed to them in this Agreement.

(oo) “**60% AMI Units**” are defined in Recital K.

2. Design, Construction and Occupancy Schedule for Affordable Housing Units. Project Wide Developer shall have no obligation to commence construction of the Affordable Housing Units except in accordance with the following schedule.

(a) First Development Parcel. Prior to the commencement of vertical construction of any portion of the Project on the Property, Project Wide Developer and/or a successor owner of any portion of the Project shall obtain Building Permits for all of the Required Affordable Units for the First Development Parcel, and shall proceed to diligently commence and pursue construction of such Affordable Housing Units associated with that First Development Parcel.

(b) Subsequent Development Parcel(s). Prior to the commencement of construction of any Subsequent Development Parcel, Project Wide Developer and/or a successor owner of such Subsequent Development Parcel shall obtain Building Permits for all of the Required Affordable Units for such Subsequent Development Parcel, and shall proceed to diligently commence and pursue construction of such Affordable Housing Units associated with that Subsequent Development Parcel. It is acknowledged that there may be more than one Subsequent Development Parcel.

(c) Construction of Affordable Housing Units. With respect to each Development Parcel, Project Wide Developer and/or a successor owner of such Development Parcel shall obtain Building Permits (and thereafter construct and complete pursuant to Sections 2(a) and 2(b), above) for the Required Affordable Units in relation to such Development Parcel, all as provided in Exhibit “F” attached hereto. Exhibit “F” sets forth the required number of affordable units for each of R1 Parcel, R2 Parcel, TH1 Parcels and TH2 Parcel in order to comply with the City’s fifteen percent inclusionary requirement, and is not intended to establish a construction phasing schedule or otherwise dictate the sequence in which individual Development Parcels are developed. Notwithstanding anything to the contrary in this Agreement, the precise unit counts shown on Exhibit “F” may be amended or updated with the mutual approval of the City and the Project Wide Developer through the architectural control permitting process for a given Development Parcel, provided that at least 15% of the total number of units provided on a given Development Parcel including Market Rate Units are Affordable Units (i.e., for R1 Parcel, R2 Parcel, TH1 Parcels and TH2 Parcel) and not less than 100% of the total number of units provided on the R3 Parcel are Affordable Units (subject to any applicable requirements for a single manager’s unit).

3. Building Permits. Issuance of Building Permits for any Development Parcel, and a corresponding release of this Agreement from the property comprising such Development Parcel,

shall not be allowed until Project Wide Developer causes a Development Parcel sufficient to accommodate construction of the Affordable Housing Units applicable to such Development Parcel to be encumbered by a Declaration in Senior Position.

4. Effect of Sale of Parcel by Project Wide Developer. If a Development Parcel(s) within the Project is sold or otherwise transferred by Project Wide Developer, every such Development Parcel sold or transferred shall (at the time the owner thereof obtains Building Permits for residential rental or for-sale units on such Development Parcel(s)) be included, for purposes of this Agreement, in the delivery of Affordable Housing Units and Market Rate Units as provided in Exhibit “F” attached hereto. Any such sale or transfer by the Project Wide Developer shall also be subject to the provisions of Section 11 of this Agreement.

5. Declarations of Covenants, Conditions and Restrictions. The Project Wide Developer, and/or a successor owner of any applicable portion of the Project, shall timely execute and record Declarations as and when required by this Agreement.

(a) First Development Parcel Declaration. Prior to the first date upon which Building Permits for Market Rate Units in the First Development Parcel are first issued, Project Wide Developer shall execute, acknowledge and deliver a “First Development Parcel Declaration” to the title company, who will cause the First Development Parcel Declaration to be recorded in Senior Priority against the parcel(s) described in such First Development Parcel Declaration. The First Development Parcel Declaration shall ensure that the required number of Affordable Housing Units applicable to the First Development Parcel (as provided on Exhibit “F” attached hereto) will be owned, operated, leased, rented, maintained, and occupied as Affordable Housing Units for the term of the First Development Parcel Declaration. At the time the First Development Parcel Declaration is executed, the City shall execute a release of this Agreement for all of the parcel(s) comprising the First Development Parcel. Such release shall be in the form attached hereto as Exhibit “E”.

(b) Subsequent Development Parcel Declaration. Prior to the issuance of Building Permits for any Market Rate Units in any Subsequent Development Parcel, Project Wide Developer shall execute, acknowledge and deliver a “Subsequent Development Parcel Declaration” to the title company, who will cause the Subsequent Development Parcel Declaration to be recorded in Senior Priority against the parcel(s) described in such Subsequent Development Parcel Declaration. The Subsequent Development Parcel Declaration shall ensure that the required number of Affordable Housing Units applicable to the Subsequent Development Parcel (as provided on Exhibit “F” attached hereto) will be owned, operated, leased, rented, maintained, and occupied as Affordable Housing Units for the term of the Subsequent Development Parcel Declaration. At the time a Declaration for such Subsequent Development Parcel is executed, the City shall execute a release of this Agreement for all of the parcel(s) comprising such Subsequent Development Parcel. Such release shall be in the form attached hereto as Exhibit “E”.

(c) R3 Development Parcel Declaration. Prior to the issuance of Building Permits for any Affordable Housing Units on the R3 Development Parcel, the Project Wide Developer shall execute, acknowledge and deliver a “R3 Development Parcel Declaration” to the title company, who will cause the R3 Development Parcel Declaration to be recorded in Senior Priority against

the R3 Development Parcel described in such R3 Development Parcel Declaration. The R3 Development Parcel Declaration shall ensure that the required number of Affordable Housing Units applicable to the R3 Parcel (as provided on Exhibit “F” attached hereto) will be owned, operated, leased, rented, maintained, and occupied as Affordable Housing Units for the term of the R3 Development Parcel Declaration. At the time a Declaration for the R3 Development Parcel is executed, the City shall execute a release of this Agreement for the R3 Development Parcel. Such release shall be in the form attached hereto as Exhibit “E”.

(d) Restrictions. Each Declaration shall be in substantially the same form as the Pro Forma Declaration attached hereto as Exhibit “C” or Exhibit “D”, with the form attached as Exhibit “C” used for 60% AMI Units constructed on R3 Parcel and BMR Rental Units constructed on the R1 Parcel, R2 Parcel, TH1 Parcels and TH2 Parcel, or, if elected by the Project Wide Developer, the form attached as Exhibit “D” shall be used for the BMR Ownership Units constructed on the TH1 Parcels and TH2 Parcel. Project Wide Developer shall determine whether the Affordable Housing Units on TH1 Parcels and TH2 Parcel will be BMR Rental Units or BMR Ownership Units and provide written notice thereof to City prior to the earlier of filing of a final subdivision map applicable to TH1 Parcels and TH2 Parcel or issuance of Building Permits for TH1 Parcels and TH2 Parcel. Each Declaration shall provide for the location, unit composition (number of bedrooms, bathrooms, square footage), and Affordability Level applicable to the Affordable Housing Units on each Development Parcel, and restrict the occupancy, and rents paid (or sales price paid) by the Targeted Households (collectively, the “**Restrictions**”) in accordance with the provisions of the BMR Ordinance, Guidelines, and this Agreement; further, the Restrictions applicable to a Development Parcel, excepting the actual rent or purchase price applicable to the lease of a BMR Rental Unit or sale of a BMR Ownership Unit, respectively, shall be determined in connection with and as a condition of an architectural control permit required for issuance of a Building Permit. In addition, if Project Wide Developer desires to apply an Affordability Equivalency to BMR Rental Units on a Development Parcel, said election must be made in connection with and as a condition of an architectural control permit required for issuance of a Building Permit; further, the Affordability Equivalency may only be applied to BMR Units to be constructed on one separate Development Parcel and not in combination between BMR Units to be constructed on more than one Development Parcel.

6. Recordation. This Agreement shall be recorded against the Property in the Office of the County Recorder for the County of San Mateo in Senior Position; but subject to the release provisions of Sections 5(a), 5(b) and 5(c) above, and Section 16 below.

7. Indemnity. Project Wide Developer agrees to indemnify and hold harmless the City, and any and all of its members, officers, agents, servants, or employees (the “Indemnitees”) from and against all claims, liens, claims of lien, losses, damages, costs, and expenses, whether direct or indirect, arising in any way from the default by Project Wide Developer in the performance of its obligations under this Agreement; provided, however, that Project Wide Developer shall not be required to indemnify, defend or hold harmless any of the Indemnitees from claims, losses, damages, costs and expenses related to the negligence or willful misconduct of any of the Indemnitees.

8. Marketing Requirements. Project Wide Developer shall follow any applicable marketing requirements and procedures of the Guidelines.

9. Breach/Default. If Project Wide Developer is in material breach of the terms set forth in this Agreement and Project Wide Developer does not take action to correct such violation within 60 days of written notice of such failure from the City (or 180 days in the event such violation cannot reasonably be cured within 60 days and Project Wide Developer is diligently pursuing such cure), the City shall be entitled to all of its rights and remedies set forth herein and at law and in equity.

10. Covenants to Run With the Land. Project Wide Developer agrees that all of its obligations hereunder shall constitute covenants, which shall run with the land and shall be binding upon the Property and upon every person having any interest therein at any time and from time to time during the term of this Agreement. Further, Project Wide Developer agrees that, if a court of competent jurisdiction determines that the obligations set forth herein do not qualify as covenants running with the land, they shall be enforced as equitable servitudes.

11. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective heirs, successors and assigns. Project Wide Developer shall not sell, transfer or otherwise dispose of the Property or any Development Parcel, unless: (i) the proposed transferee enters into a Declaration as described in Section 5 hereof or (ii) the proposed transferee shall have executed and delivered to the City an express written assumption of all of Project Wide Developer's obligations under this Agreement as they relate to such acquired real property, on a form substantially similar to the Pro Forma Assignment and Assumption Agreement attached hereto as Exhibit "G". Upon any sale of any portion of the Property permitted by the preceding sentence, with respect solely to the transferred property, Project Wide Developer will be released from further obligations relating to such transferred property (and under any Declaration or other documentation related hereto). The foregoing restrictions on sale and transfer shall not apply to the granting of easements, rights-of-way, and similar conveyances in connection with the development of the Project which are not in the nature of a sale of one or more legal parcels. Upon assignment and assumption by a successor entity, as approved by the City, Project Wide Developer shall be released from all further responsibility under the terms of this Agreement as to the subject parcel(s) so conveyed. The successors and assigns of the Project Wide Developer shall enter into and execute such other and further documents as the City shall reasonably require, as from time to time, may be needed to effectuate the affordable housing requirements of the Guidelines or as otherwise required or allowed by law.

12. Standing, Equitable Remedies; Cumulative Remedies. Project Wide Developer expressly agrees and declares that the City and/or its successors shall be the proper parties and shall have standing to initiate and pursue any and all actions or proceedings, at law or in equity, to enforce the provisions hereof and/or to recover damages for any default hereunder, notwithstanding the fact that such damages or the detriment arising from such a default may have actually been suffered by some other person or by the public at large. Nothing in this subparagraph, and no recovery to the City, shall restrict or limit the rights or remedies of persons or entities other than the City, against Project Wide Developer in connection with the same or related acts by Project Wide Developer. Neither Project Wide Developer, nor any tenant or occupant of the Property, shall have

any claim or right of action against the City based on any alleged failure of the City to perform or enforce the terms of this Agreement, except that Project Wide Developer may reasonably rely upon City's tenant eligibility determination, and provided further that Project Wide Developer may pursue a claim of specific performance against the City in the event the City improperly withholds a release of a Development Parcel from this Agreement after a Declaration has been recorded against such Development Parcel according to the terms of this Agreement.

13. Certificate of Compliance. The City shall provide Project Wide Developer upon request with recordable evidence that a particular parcel(s) of real property within the Project has satisfied all applicable requirements under this Agreement, or has been developed in a manner which makes this Agreement inapplicable thereto, and which instrument shall have the effect of making this Agreement no longer a lien or encumbrance upon title to such parcel(s) or condominium(s).

14. Term. This Agreement and the covenants and restrictions contained herein shall, subject to the provisions above relating to release hereof, remain in effect as a lien and charge against each legal parcel within the Property until the date of recordation of the final Declaration for the final Subsequent Development Parcel for the Property, at which time this Agreement shall be terminated. 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.

15. Severability. In the event that any provision or covenant of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then it shall be severed from the remaining portions of this Agreement which shall remain in full force and effect.

16. Release of Non-Residential Parcels. This Agreement is entered into to provide for the development of Affordable Housing Units on the Development Parcels containing Affordable Housing Units. Those portions of the Project not containing the Development Parcels shall be released from this Agreement upon the earlier of (i) the recording of a parcel or final map for said portions of the Project not containing the Development Parcels, which map substantially conforms to the Parkline Master Plan or (ii) the issuance of a demolition or building permit for the development of any portion of the Project not containing the Development Parcels. Such release shall be in the form of the Pro Forma Partial Release attached hereto as Exhibit "E".

17. General Provisions.

(a) Integration. The undersigned, and each of them, acknowledge and represent that no promise or inducement not expressed in this Agreement has been made in connection with this Agreement. This Agreement contains the entire agreement and understanding between the parties as to its subject matter.

(b) Waiver and Amendment. No provision of this Agreement, or breach of any provision, can be waived except in writing. Waiver of any provision or breach shall not be deemed to be a waiver of any other provision, or of any subsequent breach of the same or other provision.

Except as otherwise provided herein, this Agreement may be amended, modified or rescinded only in writing signed by Project Wide Developer and the City.

(c) Time of Essence. Time is expressly declared to be of the essence in this Agreement, and of every provision in which time is an element.

(d) Captions. Paragraph titles and captions contained in this Agreement are inserted as a matter of convenience and for reference, and are not a substantive part of this Agreement.

(e) Further Assurances. The parties each agree to sign any additional documents, which are reasonably necessary to carry out this Agreement or to accomplish its intent.

(f) Benefit and Burden. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. This Agreement is not intended to benefit any person other than the parties hereto.

(g) Governing Law. This Agreement has been entered into in the State of California, and shall be interpreted and enforced under California law.

(h) Attorneys' Fees. The prevailing party in any action, including, but not limited to, arbitration, a petition for writ of mandate, and/or an action for declaratory relief, brought to enforce, interpret or reform the provisions of this Agreement shall be entitled to reasonable attorneys' fees and costs (including, but not limited to, experts' fees and costs and trustees' fees, and including "costs" regardless of whether recoverable as such under any statute) incurred in such action.

(i) Signatures. This Agreement may be executed in any number of counterparts and, as so executed, the counterparts shall constitute one and the same Agreement. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the City that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

(j) Notices. All notices given pursuant to this Agreement or law shall be written. Notices shall be delivered with all delivery or postal charges prepaid. Notices may be given personally; by electronic mail; by United States first-class mail; by United States certified or registered mail; or by other recognized overnight service. Notices shall be deemed received on the date of personal delivery transmission; on the date shown on a signed return receipt or acknowledgment of delivery; or, if delivery is refused or notice is sent by regular mail, seventy-two (72) hours after deposit thereof with the U.S. Postal Service. Until a party gives notice of a change, notices shall be sent to:

If to the City:

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Attention: City Clerk
E-mail:

If to Project Wide Developer: LPGS Menlo, LLC

Attn: _____
E-mail:

With a copy to: Coblentz Patch Duffy & Bass LLP
1 Montgomery Street, Suite 3000
San Francisco, CA 94104
Attn: Frank Petrilli, Esq.
E-mail: fpetrilli@coblentzlaw.com

(k) Mortgagees Protection. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any permitted deed of trust recorded on the Property provided, however, that any subsequent owner of the Property shall be bound by the covenants, conditions, restrictions, limitations and provisions of this Agreement, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

(l) Actions of Parties to be Reasonable. Each party to this Agreement agrees that it shall act reasonably in granting or withholding any consent or approval required by this Agreement and/or any other legal document executed in connection with this Agreement or in connection with the development of the Project.

(m) Estoppel Certificate. Upon the request of the Project Wide Developer, the City shall, through the City Manager, provide Project Wide Developer and any potential lender or purchaser, with an estoppel certificate by which the City confirms that Project Wide Developer is not in default hereof, or setting forth such defaults, and confirming such other factual matters as Project Wide Developer or such potential lender or purchaser may reasonably request and the addressees of such estoppel certificates shall be entitled to rely upon the information contained therein.

[This Space Intentionally Left Blank]

IN WITNESS WHEREOF, the Project Wide Developer has caused this Agreement to be executed as of the date first written above.

PROJECT WIDE DEVELOPER:

LPGS MENLO, LLC, a Delaware limited liability company

By: _____

Name: _____

Its: _____

CITY:

CITY OF MENLO PARK, a California municipal corporation

By: _____

Name: Justin I.C. Murphy

Title: City Manager

ATTEST:

City Clerk

Date: _____

ACKNOWLEDGMENT

State of California)
County of Mateo)

On _____, 20__ before me, _____,
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

State of California)
)
County of San Mateo)

On _____, 20____ before me, _____,
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit "A"

**Legal Description
Ground Lease Property**

Exhibit “B”

**Legal Description
Developer Property**

“Exhibit C”

**Pro Forma Below Market Rate Housing Agreement and
Declaration of Restrictive Covenants
(BMR Rental Units)**

This document is recorded for the benefit of the City of Menlo Park and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Menlo Park
Attn: City Clerk
701 Laurel Street
Menlo Park, CA 94025

APN: [_____]

**BELOW MARKET RATE HOUSING AGREEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS**

(Parkline Project – BMR Rental Units - Parcel [R1/R2/R3/TH1/TH2])

THIS BELOW MARKET RATE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (“Agreement”) is entered into as of _____, 20__, by and between the City of Menlo Park, a California municipal corporation (“City”), and _____, a _____ (“Owner”). City and Owner may be referred to individually as a “Party” or collectively as the “Parties” in this Agreement.

RECITALS

A. Owner is the ground lessee of certain real property located in the City of Menlo Park, California, as more particularly described in the legal description attached hereto as Exhibit A and incorporated herein by this reference (the “Property”).

B. The Property is subject to that certain Development Agreement, dated _____, 20__, by and between LPGS Menlo, LLC, a Delaware limited liability company, and City, and recorded in the Official Records in the Office of the San Mateo County Recorder, California, on _____, 20__, as Instrument No. _____ (the “Development Agreement”).

C. Further, as required by the Development Agreement, the Property was subject to that certain Parkline Project Wide Affordable Housing Agreement, dated _____, 20__, by and between Owner’s predecessor-in-interest, LPGS Menlo, LLC, a Delaware limited liability company (the “Project Wide Developer”), and City, and recorded in the Official Records in the Office of the San Mateo County Recorder, California, on _____, 20__, as Instrument No. _____ (the “Parkline Housing Agreement”). The Property is a Development Parcel as described in the Parkline Housing Agreement.

D. In accordance with the Parkline Housing Agreement, Owner has secured approval from City of an architectural control permit allowing for the development and construction of [insert number] of [multi-family residential units / attached townhomes / detached townhomes] on

the Property, as well as associated open space, circulation, parking and infrastructure improvements (the “**Project**”), of which [insert number] shall be developed and made available for use and occupancy at affordable rents (the “**BMR Rental Units**”) as follows: [insert number] extremely low income units (“**ELI Units**”), [insert number] very low income units (“**VLI Units**”), [insert number] low income units (“**LI Units**”), and [insert number] moderate income units (“**MI Units**”). As determined in connection with and as a condition of the aforementioned architectural control permit, the allocation of BMR Rental Units across affordability level and unit composition (number of bedrooms, bathrooms, square footage) in the Project is more particularly described in Exhibit B attached hereto and incorporated herein by this reference; further, the location of the BMR Rental Units within the Project are depicted on Exhibit C, attached hereto and incorporated herein by this reference.

E. As required by the Project Wide Affordable Housing Agreement, which has been released as an encumbrance against the Property contemporaneously with the imposition of the requirements of this Agreement, Owner has agreed to observe all the terms and conditions set forth below for purposes of development and operation of the BMR Rental Units. This Agreement will ensure the Project’s continuing affordability.

NOW, THEREFORE, the Parties hereto agree as follows. The recitals are incorporated into this Agreement by this reference.

1. CONSTRUCTION OF THE IMPROVEMENTS.

1.1 Construction of the Project. Owner agrees to construct the Project in accordance with the Menlo Park Municipal Code and all other applicable state and local building codes, development standards, ordinances and zoning ordinances.

1.2 City and Other Governmental Permits. Before commencement of the Project, Owner shall secure or cause its contractor to secure any and all permits which may be required by the City or any other governmental agency affected by such construction, including without limitation building permits. Owner shall pay all necessary fees and timely submit to the City final drawings with final corrections to obtain such permits; City staff will, without incurring liability or expense therefore, process applications in the ordinary course of business for the issuance of building permits and certificates of occupancy for construction that meets the requirements of the Menlo Park Municipal Code, and all other applicable laws and regulations.

1.3 Compliance with Laws. Owner shall carry out the design, construction and operation of the Project in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the Menlo Park 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.*

2. OPERATION OF THE BMR RENTAL UNITS

2.1 Affordability Period. This Agreement shall remain in effect and the Property shall be subject to the requirements of this Agreement from the date that the City issues a final certificate

occupancy for the Project (the “**Effective Date**”) until the 55th anniversary of such Effective Date. The duration of this requirement shall be known as the “**Affordability Period.**”

2.2 Maintenance. Owner shall comply with every condition of the Project Approvals as defined in the Development Agreement and as applicable to the Project and shall, at all times, maintain the Project and the Property in good repair and working order, reasonable wear and tear excepted, and in a safe and sanitary condition, and from time to time shall make all necessary and proper repairs, renewals, and replacements to keep the Project and the Property in a good, clean, safe, and sanitary condition.

2.3 Monitoring and Recordkeeping. Throughout the Affordability Period, Owner shall comply with all applicable recordkeeping and monitoring requirements set forth in the Below Market Rate Housing Program Guidelines (“**Guidelines**”), promulgated by City pursuant to Menlo Park Municipal Code Chapter 16.96 (“**BMR Ordinance**”), as such Guidelines may be amended from time to time. City shall have the right to inspect the books and records of Owner and its rental agent or bookkeeper upon reasonable notice during normal business hours. Representatives of the City shall be entitled to enter the Property, upon at least 48-hour prior written notice, which can be provided via email, to monitor compliance with this Agreement, to inspect the records of the Project with respect to the BMR Rental Units, and to conduct, or cause to be conducted, an independent audit or inspection of such records. Owner agrees to cooperate with the City in making the Property available for such inspection or audit. Owner agrees to maintain records in businesslike manner, and to maintain such records for a minimum of five (5) years from their creation during the Affordability Period.

2.4 Non-Discrimination Covenants. Owner covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. Owner shall include such provision in all deeds, leases, contracts and other instruments executed by Owner, and shall enforce the same diligently and in good faith.

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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

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 or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

c. In contracts pertaining to management of the Project, the following language, or substantially similar language prohibiting discrimination and segregation shall appear:

(1) 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) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

2.5 Recording; Senior Lien. This Agreement shall be recorded against the Property in the Official Records of the County of San Mateo such that it is senior in recording priority to all mortgages, deeds of trust or other liens, excluding property taxes. This Agreement shall run with the land.

3. THE BMR RENTAL UNITS

3.1 BMR Rental Units. Owner agrees to make available, restrict occupancy to, and lease not less than [_____] () BMR Rental Units, inclusive of [_____] () ELI Units, [_____] () VLI Units, [_____] () LI Units, and [_____] () MI Units, to Qualifying Households, as hereinafter defined, at an affordable rent, pursuant to the terms set forth below. The BMR Rental Units shall be of a quality comparable to all of the other rental units in the Project. The BMR Rental Units shall be initially distributed as set forth in Exhibit C, attached hereto and incorporated herein by this reference. Thereafter, the location of the individual BMR Rental Units may float to account for the next available unit requirement set forth below and as otherwise necessary for the professional maintenance and operation of the Project provided that the distribution of BMR Rental Units are equitably disbursed throughout the Project and the City’s City Manager or Director of Community Development (“**Director**”) are notified in writing of any change or relocation of BMR Rental Units by Owner.

3.2 Qualifying Households. For purposes of this Agreement, “**Qualifying Households**” shall mean those households with incomes as follows:

- a. **“ELI Unit” or “Extremely Low Income Unit”:** means units restricted to households with incomes of not more than thirty percent (30%) of AMI. “AMI” means the median income for San Mateo County, California, adjusted for Actual Household Size, as published from time to time by the State of California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision. Qualifying Households shall continue to qualify unless at the time of recertification, the household’s income exceeds the Extremely Low Income eligibility requirements, then the tenant shall no longer be qualified. Upon Owner’s determination that any such household is no

longer qualified, the unit shall no longer be deemed a ELI Unit, and the Owner shall either (1) make the next available unit, which is comparable in terms of size, features and number of bedrooms, a ELI Unit, or take other actions as may be necessary to ensure that the total required number of ELI Units are rented to Qualifying Households, or (2) if the tenant's income does not exceed the maximum income that would qualify the Tenant as a Very Low Income Household, Low Income Household, or Moderate Income Household, the tenant shall be allowed to remain in the unit at a Very Low Income rent, Low Income rent, or Moderate Income rent, as applicable, and the tenant's rent will be increased accordingly to a Very Low Income rent, Low Income rent, or Moderate Income rent upon the later of sixty (60) days' notice or the renewal of the tenant's lease, and the Owner shall rent the next available unit to an Extremely Low Income Household. Owner shall notify the City annually if Owner substitutes a different unit for one of the designated Extremely Low Income Units pursuant to this paragraph.

- b. **“VLI Unit” or “Very Low Income Unit”**: means units restricted to households with incomes of not more than fifty percent (50%) of AMI. “AMI” means the median income for San Mateo County, California, adjusted for Actual Household Size, as published from time to time by the State of California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision. Qualifying Households shall continue to qualify unless at the time of recertification, the household's income exceeds the Very Low Income eligibility requirements, then the tenant shall no longer be qualified. Upon Owner's determination that any such household is no longer qualified, the unit shall no longer be deemed a Very Low Income Unit, and the Owner shall either (1) make the next available unit, which is comparable in terms of size, features and number of bedrooms, a Very Low Income Unit, or take other actions as may be necessary to ensure that the total required number of Very Low Income Units are rented to Qualifying Households, or (2) if the tenant's income does not exceed the maximum income that would qualify the Tenant as a Low Income Household or Moderate Income Household, the tenant shall be allowed to remain in the unit at a Low Income rent or Moderate Income rent, as applicable, and the tenant's rent will be increased accordingly to a Low Income rent or Moderate Income rent upon the later of sixty (60) days' notice or the renewal of the tenant's lease, and the Owner shall rent the next available unit to a Very Low Income Household. Owner shall notify the City annually if Owner substitutes a different unit for one of the designated Very Low Income Units pursuant to this paragraph.
- c. **“Low Income Unit”**: means units restricted to households with incomes of not more than eighty percent (80%) of AMI. “AMI” means the median income for San Mateo County, California, adjusted for Actual Household Size, as published from time to time by the State of California Department

of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision. Qualifying Households shall continue to qualify unless at the time of recertification, the household's income exceeds the Low Income eligibility requirements, then the tenant shall no longer be qualified. Upon Owner's determination that any such household is no longer qualified, the unit shall no longer be deemed a Low Income Unit, and the Owner shall either (1) make the next available unit, which is comparable in terms of size, features and number of bedrooms, a Low Income Unit, or take other actions as may be necessary to ensure that the total required number of Low Income Units are rented to Qualifying Households, or (2) if the tenant's income does not exceed one hundred twenty (120%) of the maximum income that would qualify the Tenant as a Moderate Income Household, the tenant shall be allowed to remain in the unit at a Moderate Income rent and the tenant's rent will be increased to a Moderate Income rent upon the later of sixty (60) days' notice or the renewal of the tenant's lease, and the Owner shall rent the next available unit to a Low Income Household. Owner shall notify the City annually if Owner substitutes a different unit for one of the designated Low Income Units pursuant to this paragraph.

- d. **“Moderate Income Unit”**: means units restricted to households with incomes of not more than one hundred and twenty percent (120%) of AMI. “AMI” means the median income for San Mateo County, California, adjusted for Actual Household Size, as published from time to time by the State of California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision. Qualifying Households shall continue to qualify unless at the time of recertification, the household's income exceeds the Moderate Income eligibility requirements, then the tenant shall no longer be qualified. Upon Owner's determination that any such household is no longer qualified, the unit shall no longer be deemed a Moderate Income Unit and the Owner shall make the next available unit, which is comparable in terms of size, features and number of bedrooms, a Moderate Income Unit, or take other actions as may be necessary to ensure that the total required number of Moderate Income Units are rented to Qualifying Households. The Tenant shall be notified they are no longer eligible for the BMR unit and tenant's rent will be increased to a market rate rent upon the later of sixty (60) days' notice or the renewal of the tenant's lease, and the Owner shall rent the next available unit to a Moderate Income Household. Owner shall notify the City annually if Owner substitutes a different unit for one of the designated Moderate Income Units pursuant to this paragraph.

3.3 Income Verification and Annual Report. On or before July 1 of each year, commencing with the calendar year that the first residential unit in the Project is rented to a tenant, and annually thereafter, Owner shall obtain from each household occupying a BMR Rental Unit and submit to the City an income computation and certification form, completed by a tenant of such unit, which shall certify that the income of each Qualifying Household is truthfully set forth

in the income certification form, in the form proposed by the Owner and approved by the Director (“**Annual Report**”). Owner shall make a good faith effort to verify that each household leasing a BMR Rental Unit meets the income and eligibility restrictions for the BMR Rental Unit by taking the following steps as a part of the verification process: (a) obtain a minimum of the three (3) most current pay stubs for all adults age eighteen (18) or older; (b) obtain an income tax return for the most recent tax year; (c) conduct a credit agency or similar search; (d) obtain the three (3) most current savings and checking account bank statements; (e) obtain an income verification form from the applicant's current employer; (f) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (g) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. Copies of tenant income certifications shall be available to the City upon request. The Annual Report shall, at a minimum, include the following information for each BMR Rental Unit: unit number, number of bedrooms, current rent and other charges, dates of any vacancies during the reporting period, number of people residing in the unit, total household Gross Income, and lease commencement and termination dates. The Report shall also provide a statement of the owner’s management policies, communications with the tenants and maintenance of the BMR Rental Unit, including a statement of planned repairs to be made and the dates for the repairs.

3.4 Affordable Rent. The maximum Monthly Rent, defined below, chargeable for the BMR Rental Units and paid shall be as follows:

- a. **“Extremely Low Income Household”**: shall be 1/12th of 30 percent of 30 percent of the AMI. The Monthly Rent for an Extremely Low Income Unit rented to an Extremely Low Income Household and paid by the household shall be based on an assumed average occupancy per unit of one person per studio unit, 1.5 persons for a one-bedroom unit, 3 persons for a two-bedroom unit, 4.5 persons for a three-bedroom unit, and 6 persons for a four-bedroom unit, unless otherwise approved by the Director for an unusually large unit with a maximum of two persons per bedroom, plus one.
- b. **“Very Low Income Household”**: shall be 1/12th of 30 percent of 50 percent of the AMI. The Monthly Rent for a Very Low Income Unit rented to a Very Low Income Household and paid by the household shall be based on an assumed average occupancy per unit of one person per studio unit, 1.5 persons for a one-bedroom unit, 3 persons for a two-bedroom unit, 4.5 persons for a three-bedroom unit, and 6 persons for a four-bedroom unit, unless otherwise approved by the Director for an unusually large unit with a maximum of two persons per bedroom, plus one.
- c. **“Low Income Household”**: shall be 1/12th of 30 percent of 80 percent of the AMI. The Monthly Rent for a Low Income Unit rented to a Low Income Household and paid by the household shall be based on an assumed average occupancy per unit of one person per studio unit, 1.5 persons for a one-bedroom unit, 3 persons for a two-bedroom unit, 4.5 persons for a three-bedroom unit, and 6 persons for a four-bedroom unit, unless otherwise

approved by the Director for an unusually large unit with a maximum of two persons per bedroom, plus one.

- d. **“Moderate Income Household”**: shall be 1/12th of 30 percent of 120 percent of the AMI. The Monthly Rent for a Moderate Income Unit rented to a Moderate Income Household and paid by the household shall be based on an assumed average occupancy per unit of one person per studio unit, 1.5 persons for a one- bedroom unit, 3 persons for a two-bedroom unit, 4.5 persons for a three- bedroom unit, and 6 persons for a four-bedroom unit, unless otherwise approved by the Director for an unusually large unit with a maximum of two persons per bedroom, plus one.

For purposes of this Agreement, **“Monthly Rent”** means the total of monthly payments actually made by the household for (a) use and occupancy of each BMR Rental Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by Owner which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, and which are not paid directly by Owner, including parking, garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone or internet service, which reasonable allowance for utilities is set forth in the County of San Mateo’s Utility Allowance Schedule for detached homes, apartments, condominiums and duplexes, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Owner. Pursuant to the Guidelines, in no case shall the Monthly Rent for a BMR Rental Unit exceed 75 percent of comparable market rate rents.

3.5 Agreement to Limitation on Rents. Owner acknowledges that the Project is being developed pursuant to Project Approvals as defined in and secured by the Development Agreement. Owner hereby agrees to limit Monthly Rent as provided in this Agreement in consideration of Owner’s receipt of the assistance and assurances provided by the Development Agreement and further agrees that any limitations on Monthly Rents imposed on the BMR Rental Units are in conformance with the Costa- Hawkins Act. Owner further warrants and covenants that the terms of this Agreement are fully enforceable.

3.6 Lease Requirements. No later than 180 days prior to the initial lease up of the BMR Rental Units, Owner shall submit a standard lease form to the City for approval by the Director or his/her designee. The City shall reasonably approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant to the Guidelines. The City's failure to respond to Owner's request for approval of the standard lease form within thirty (30) business days of City's receipt of such lease, shall be deemed City's approval of such lease form. Owner shall enter into a written lease, in the form approved by the City, with each new tenant of a BMR Rental Unit prior to a tenant or tenant household’s occupancy of a BMR Rental Unit. Each lease shall be for an initial term of not less than one year which may be renewed pursuant to applicable local and State laws, and shall not contain any of the provisions which are prohibited pursuant to the Guidelines, local, state and Federal laws.

3.7 Selection of Tenants. Each BMR Rental Unit shall be leased to tenant(s) selected by Owner who meet all of the requirements provided herein, and, to the extent permitted by law,

with priority given to those eligible households who either live or work in the City of Menlo Park, or meet at least one of the other preferences identified in the Guidelines. The City's BMR Administrator, on behalf of the City will provide to Owner the names of persons who have expressed interest in renting BMR Rental Units for the purposes of adding such interested persons to Owner's waiting list, to be processed in accordance with Owner's customary policies. Owner shall not refuse to lease a BMR Rental Unit to a holder of a certificate or a rental voucher under the Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

4. DEFAULT AND REMEDIES

4.1 Events of Default. The following shall constitute an "Event of Default" by Owner under this Agreement: there shall be a material breach of any condition, covenant, warranty, promise or representation contained in this Agreement and such breach shall continue for a period of thirty (30) days after written notice thereof to the Owner without the Owner curing such breach, or if such breach cannot reasonably be cured within such 30 day period, commencing the cure of such breach within such 30 day period and thereafter diligently proceeding to cure such breach; provided, however, that if a different period or notice requirement is specified for any particular breach under any other paragraph of Section 4 of this Agreement, the specific provision shall control.

4.2 Remedies. The occurrence of any Event of Default under Section 4.1 shall give the City the right to proceed with an action in equity to require the Owner to specifically perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement, and the right to terminate this Agreement.

4.3 Obligations Personal to Owner. The liability of Owner under this Agreement to any person or entity is limited to Owner's interest in the Project, and the City and any other such persons and entities shall look exclusively thereto for the satisfaction of obligations arising out of this Agreement or any other agreement securing the obligations of Owner under this Agreement. From and after the date of this Agreement, no deficiency or other personal judgment, nor any order or decree of specific performance (other than pertaining to this Agreement, any agreement pertaining to any Project or any other agreement securing Owner's obligations under this Agreement), shall be rendered against Owner, the assets of Owner (other than Owner's interest in the Project), its partners, members, successors, transferees or assigns and each of their respective officers, directors, employees, partners, agents, heirs and personal representatives, as the case may be, in any action or proceeding arising out of this Agreement or any agreement securing the obligations of Owner under this Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding. No subsequent Owner of the Project shall be liable or obligated for the breach or default of any obligations of Owner under this Agreement on the part of any prior Owner. Such obligations are personal to the person who was the Owner at the time the default or breach was alleged to have occurred and such person shall remain liable for any and all damages occasioned thereby even after such person ceases to be the Owner. Each Owner shall comply with and be fully liable for all obligations the Owner hereunder during its period of ownership of the Project.

4.4 Force Majeure. Subject to the party's compliance with the notice requirements as set forth below, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to causes beyond the control and without the fault of the party claiming an extension of time to perform, which may include, without limitation, the following: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, acts or omissions of the other party, or acts or failures to act of any public or governmental entity (except that the City's acts or failure to act shall not excuse performance of the City hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and 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 30 days of the commencement of the cause.

4.5 Attorneys' Fees. In addition to any other remedies provided hereunder or available pursuant to law, if either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder, the prevailing party shall be entitled to recover from the other party its costs of suit and reasonable attorneys' fees. This Section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

4.6 Remedies Cumulative. No right, power, or remedy given by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise.

4.7 Waiver of Terms and Conditions. The City may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

4.8 Non-Liability of City Officials and Employees. No member, official, employee or agent of the City shall be personally liable to Owner or any occupant of any BMR Rental Unit, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Owner or its successors, or on any obligations under the terms of this Agreement.

4.9 Cure Rights. Notwithstanding anything to the contrary contained herein, City hereby agrees that any cure of any default made or tendered by (i) Owner's limited partner, or (ii) Owner's senior mortgage lender, shall be deemed to be a cure by Owner and shall be accepted or rejected on the same basis as if made or tendered by Owner.

5. GENERAL PROVISIONS

5.1 Below Market Rate Guidelines ("Guidelines"). This Agreement incorporates by reference the Guidelines as of the date of this Agreement and any successor sections as the Guidelines may be amended from time to time. In the event of any conflict or ambiguity between

this Agreement, the requirements of state and federal fair housing laws and the Guidelines, the terms and conditions of this Agreement and the requirements of state and federal fair housing laws shall control.

5.2 Time. Time is of the essence in this Agreement.

5.3 Notices. Unless otherwise indicated in this Agreement, any notice requirement set forth herein shall be deemed to be satisfied three days after mailing of the notice first-class United States certified mail, postage prepaid, or at the time of personal delivery, addressed to the appropriate party as follows:

Owner: [_____]
[_____]
[_____]
Attention: [_____]
Email: [_____]

City : City of Menlo Park
701 Laurel Street
Menlo Park, California 94025-3483
Attention: City Manager

Such addresses may be changed by notice to the other party given in the same manner as provided above.

5.4 Successors and Assigns. This Agreement constitutes a covenant and legal restriction on the Property and shall run with the land, provided the Project remains on the Property, and all of the terms, covenants and conditions of this Agreement shall be binding upon Owner and the permitted successors and assigns of Owner.

5.5 Intended Beneficiaries. The City is the intended beneficiary of this Agreement and shall have the sole and exclusive power to enforce this Agreement. It is intended that the City may enforce this Agreement in order to, satisfy its obligations to improve, increase and preserve affordable housing within the City, as required by the Guidelines, and to provide that a certain percentage of new housing is made available at affordable housing cost to persons and families of very low, low and moderate incomes as required by the Guidelines. No other person or persons, other than the City and Owner and their assigns and successors, shall have any right of action hereon.

5.6 Partial Invalidity. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

5.7 Governing Law. This Agreement and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto. The venue for any action shall be the County of San Mateo.

5.8 Amendment. This Agreement may not be changed orally, but only by agreement in writing signed by Owner and the City.

5.9 Approvals. Where an approval or submission is required under this Agreement, such approval or submission shall be valid for purposes of this Agreement only if made in writing. Where this Agreement requires an approval or consent of the City, such approval shall not be unreasonably withheld may be given on behalf of the City by the City Manager or his or her designee. The City Manager or his or her designee is hereby authorized to take such actions as may be necessary or appropriate to implement this Agreement, including without limitation the execution of such documents or agreements as may be contemplated by this Agreement, and amendments which do not substantially change the uses or restrictions hereunder, or substantially add to the costs of the City hereunder.

5.10 Indemnification. To the greatest extent permitted by law, Owner shall indemnify, defend (with counsel reasonably approved by City) and hold the City, its heirs, successors and assigns (the “**Indemnitees**”) harmless from and against any and all demands, losses, claims, costs and expenses, and any other liability whatsoever, including without limitation, reasonable accountants’ and attorneys’ fees, charges and expense (collectively, “**Claims**”) arising directly or indirectly, in whole or in part, as a result of or in connection with Owner’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. Owner’s indemnification obligations under this Section 6.10 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 6.10 shall survive the expiration or earlier termination of this Agreement, but only as to claims arising from events occurring during the Affordability Period.

5.11 Insurance Coverage. Throughout the Affordability Period, Owner shall comply with the insurance requirements set forth in Exhibit D, attached hereto and incorporated herein by this reference, and shall, at Owner’s expense, maintain in full force and effect insurance coverage as specified in Exhibit D.

5.12 Transfer and Encumbrance.

5.12.1 Restrictions on Transfer and Encumbrance. During the term of this Agreement, except as permitted pursuant to this Agreement, Owner 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 (other than a lease of a BMR Rental Unit on an approved form under Section 3.6 hereof to a qualified tenant as described in Section 3.7 hereof) (collectively, “Transfer”) of the whole or any part of any BMR Rental Unit, without the prior written consent of the City, which approval shall not be unreasonably withheld. In addition, prior to the expiration of the term of this Agreement, except as expressly permitted by this Agreement, Owner 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 Owner, 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.

5.12.2 Permitted Transfers. The prohibitions on Transfer set forth herein shall not be deemed to prevent: (i) the granting of easements or permits to facilitate development of the Property; or (ii) assignments creating security interests for the purpose of financing the acquisition, construction, or permanent financing of the Project or the Property, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest.

5.12.3 Requirements for Proposed Transfers. The City may, in the exercise of its reasonable discretion, consent to a proposed Transfer of this Agreement and/or a BMR Rental Unit if all of the following requirements are met (provided however, the requirements of this Section 5.12.3 shall not apply to Transfers described in clauses (i) or (ii) of Section 5.12.2.

(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 Owner under this Agreement.

(ii) The Owner 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 BMR Rental Unit 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 Owner under this Agreement arising after the effective date of the Transfer and all obligations of Owner arising prior to the effective date of the Transfer (unless Owner expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Owner's obligations pursuant to conditions, and restrictions set forth in this Agreement.

(iv) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records.

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 or requested additional information regarding a proposed Transfer in writing within forty-five (45) days following City's receipt of written request by Owner, the proposed Transfer shall be deemed approved.

5.13 Effect of Transfer without City Consent. In the absence of specific written agreement by the City, no Transfer of any BMR Rental Unit shall be deemed to relieve the Owner or any other party from any obligation under this Agreement. This Section 5.13 shall not apply to Transfers described in clauses (i) and (ii) of Section 5.12.2.

5.14 Recovery of City Costs. Owner shall reimburse City for all reasonable 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 Owner of an invoice detailing such costs.

5.15 Satisfaction of Project Wide Affordable Housing Agreement Requirements. The City hereby acknowledges and agrees that Owner's execution and delivery of this Agreement and the performance of Owner's obligations herein, satisfies Project Wide Developer's obligation to execute and record a Below Market Rate Housing Agreement and Declaration of Restrictive Covenants against the Property as set forth in Section 5 of the Project Wide Affordable Housing Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

SIGNATURES ON FOLLOWING PAGE(S).

OWNER:

[_____], a [_____]

By: _____

Its:

CITY:

CITY OF MENLO PARK, a California municipal corporation

By: _____

City Manager

ATTEST:

By: _____

City Clerk

List of Exhibits:

Exhibit A: Property Legal Description

Exhibit B: Allocation of the BMR Rental Units

Exhibit C: BMR Rental Unit Locations

Exhibit D: Insurance Requirements

Exhibit A
Property Legal Description

[Insert Legal Description for R1 Parcel, R2 Parcel, R3 Parcel, TH1 Parcels or TH2 Parcel]

Exhibit B
Allocation of BMR Rental Units in the Project

BMR Rental Units	Extremely Low Income	Very Low Income	Low Income	Moderate Income
Studio apartment				
1 bedroom apartment				
2 bedroom apartment				
3 bedroom apartment				
Total – BMR Rental Units				

Exhibit C
BMR Rental Unit Locations

ExhibitD
Insurance Requirements

Prior to initiating work on the Project and continuing throughout the Affordability Period, Owner shall obtain and maintain the following policies of insurance and shall comply with all provisions set forth in this Exhibit.

1. General Requirements. Owner shall procure and maintain the following insurance providing coverage against claims for injuries to persons or damages to property that may arise from or in connection with the Project, construction, management, or operation of the Property by the Owner or the Owner's agents, representatives, employees and contractors, or subcontractors, including the following:

(a) Commercial General Liability: The Owner and all contractors working on behalf of Owner on the Property shall maintain a commercial general liability policy in an occurrence policy for protection against all claims arising from injury to person or persons not in the employ of the Owner and against all claims resulting from damage to any property due to any act or omission of the Owner, its agents, or employees in the conduct or operation of the work or the execution of this Agreement. Such insurance shall include products and completed operations liability, blanket contractual liability, personal injury liability, and broad form property damage coverage. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage.

(b) Commercial Automobile Liability: The Owner and all contractors working on behalf of Owner on the Property shall maintain insurance for protection against all claims arising from the use of vehicles, owned, hired, non-owned, or any other vehicle in connection with the Project, construction, operation or management of the Property. Such insurance shall cover the use of automobiles and trucks on and off the site of the Property. Coverage shall be at least as broad as Insurance Services Office covering Commercial Automobile Liability, any auto, owned, non-owned and hired auto.

(c) Workers' Compensation Insurance: The Owner (and the general partners thereof) shall furnish or cause to be furnished to City evidence satisfactory to City that Owner (and the general partners thereof), and any contractor with whom Owner has contracted for the performance of work on the Property or otherwise pursuant to this Agreement, shall maintain Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

(d) Builder's Risk: Upon commencement of any construction work on the Property, Owner and all contractors working on behalf of Owner 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 City as loss payee as its interests may appear.

(e) Professional Liability/Errors and Omissions: Owner shall require any architects, engineers, and general contractors working on the Property to maintain Professional Liability/Errors and Omissions insurance with limits not less than Two Million Dollars (\$2,000,000) each claim. Certificates evidencing this coverage must reference both the Owner and the Indemnites. If the professional liability/errors and omissions insurance is written on a

claims made form: (i) the retroactive date must be shown and must be before the Effective Date, (ii) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of Project construction, and (iii) if coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Effective Date, Owner must purchase, or require the provision of, extended period coverage for a minimum of three (3) years after completion of construction.

(f) Property: Owner shall maintain property insurance covering all risks of loss, including earthquake and flood (if required) for 100% of the replacement value of the Project with deductible, if any, in an amount acceptable to City, naming City as loss payee as its interests may appear.

2. Minimum Limits; Adjustments. Insurance shall be maintained with limits no less than the following:

(a) Commercial General Liability and Property Damage: \$2,000,000 per occurrence and \$5,000,000 annual aggregate for bodily injury, personal injury and property damage; provided however, with City's advance written approval, subcontractors may maintain liability coverage with limits not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate.

(b) Products and Completed Operations: \$3,000,000 per occurrence/aggregate.

(c) Commercial Automobile Liability: \$2,000,000 combined single limit.

(d) Employer's Liability:

Bodily Injury by Accident - \$1,000,000 each accident.

Bodily Injury by Disease - \$1,000,000 policy limit.

Bodily Injury by Disease - \$1,000,000 each employee.

(e) Professional Liability/Errors and Omissions: \$2,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.

Coverage limits, 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 Effective Date nor more than once in every three (3) year period) to address changes in circumstance, including, but not limited to, changes in inflation and the litigation climate in California. City shall give written notice to Owner of any such adjustments, and Owner shall provide City with amended or new insurance certificates or endorsements evidencing compliance with such adjustments within thirty (30) days following receipt of such notice.

3. Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to, and approved by, the City. Payment of all deductibles and self-insured retentions will

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be the responsibility of Owner. If the City determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects the Indemnitees or Owner shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense.

4. Additional Requirements. The required general liability and automobile policies shall contain, or be endorsed to contain, the following provisions:

(a) The Indemnitees are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Owner; products and completed operations of the Owner; premises owned, occupied or used by the Owner; or automobiles owned, leased, hired or borrowed by the Owner. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees. Additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(b) All insurance shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of the Owner's/contractor's insurance and shall not contribute with it.

(c) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Indemnitees.

(d) The Owner'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.

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

(f) If any insurance policy or coverage required hereunder is canceled or reduced, Owner shall, within five (5) 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 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, without further notice and at its option, procure such insurance coverage at Owner's expense, and Owner shall promptly reimburse City for such expense upon receipt of billing from City.

(g) Owner agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against Indemnitees regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with any construction on the Property to do likewise. Each insurance policy shall contain a waiver of subrogation for the benefit of City. If any required insurance is provided under a form

of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs are included in such annual aggregate limit, such annual aggregate limit shall be three times the applicable occurrence limits specified above.

(h) It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement 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. For all liability insurance required by this Agreement, Owner (and Owner'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 Owner (and Owner's contractors, as applicable) to obtain and provide for the benefit of the Indemnitees, additional insured coverage in the same amount of insurance carried by Owner (or Owner's contractors, as applicable), but in no event less than the minimum amounts specified in this Agreement. In the event that Owner (or Owner's contractors as applicable) obtains 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 the minimum amounts specified in this Agreement.

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. 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 before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

5. Acceptability of Insurers. Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

6. Verification of Coverage. Prior to the Effective Date of this Agreement, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraphs (a), (b), (c), and (e) of Section 1 above, duly executed endorsements evidencing the Indemnitees' status as additional insured, and all other endorsements and coverage required hereunder pertaining to such coverage. Prior to commencement of any construction work on the Property, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraphs (d) and (g) of Section 1 above. Prior to City's issuance of a final certificate of occupancy or equivalent for the Project, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraph (f) of Section 1 above. Owner shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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7. Insurance Certificates and Endorsements. Owner shall submit to the City all of the necessary insurance documents, including the applicable amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of required Owner policies listing all required policy endorsements to the City. Insurance Certificates and Endorsements are to be received and approved by the City within the time periods specified in Section 6 above. Should Owner cease to have insurance as required at any time, all work by Owner pursuant to this Agreement shall cease until insurance acceptable to the City is provided. Upon City's request, Owner shall, within thirty (30) days of the request, provide or arrange for the insurer to provide to City, complete certified copies of all insurance policies required under this Agreement. City's failure to make such request shall not constitute a waiver of the right to require delivery of the policies in the future.

Exhibit “D”

**Pro Forma Below Market Rate Housing Agreement and
Declaration of Restrictive Covenants
(BMR Ownership Units)**

This document is recorded for the benefit of the City of Menlo Park and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Menlo Park
Attn: City Clerk
701 Laurel Street
Menlo Park, CA 94025

**BELOW MARKET RATE HOUSING AGREEMENT AND DECLARATION OF
RESTRICTIVE COVENANTS**

(Parkline Project – BMR Ownership Units – Parcel [TH1/TH2])

THIS BELOW MARKET RATE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (“Agreement”) is entered into as of _____, 20__, by and between the City of Menlo Park, a California municipal corporation (“**City**”), and [_____], a [_____] (“**Owner**”). City and Owner may be referred to individually as a “**Party**” or collectively as the “**Parties**” in this Agreement.

RECITALS

A. Owner is the owner of fee title of certain real property located in the City of Menlo Park, California, as more particularly described in the legal description attached hereto as Exhibit A and incorporated herein by this reference (the “**Property**”).

B. The Property is subject to that certain Development Agreement, dated _____, 20__, by and between LPGS Menlo, LLC, a Delaware limited liability company, and City, and recorded in the Official Records in the Office of the San Mateo County Recorder, California, on _____, 20__, as Instrument No. _____ (the “**Development Agreement**”).

C. Further, as required by the Development Agreement, the Property was subject to that certain Parkline Project Wide Affordable Housing Agreement, dated _____, 20__, by and between Owner’s predecessor-in-interest, LPGS Menlo, LLC, a Delaware limited liability company (the “**Project Wide Developer**”), and City, and recorded in the Official Records in the Office of the San Mateo County Recorder, California, on _____, 20__, as Instrument No. _____ (the “**Parkline Housing Agreement**”). The Property is a Development Parcel as described in the Parkline Housing Agreement.

D. In accordance with the Parkline Housing Agreement, Owner or Owner’s predecessor-in-interest has secured approval from City of an architectural control permit allowing for the development and construction of [insert number] of [attached townhomes / detached townhomes] on the Property, as well as associated open space, circulation, parking and infrastructure improvements (the “**Project**”), of which [insert number] shall be developed and

made available for sale to and at sale prices affordable to households earning up to one hundred twenty percent (120%) of Area Median Income (the “**BMR Ownership Units**”). As determined in connection with and as a condition of the aforementioned architectural control permit, the unit composition (number of bedrooms, bathrooms, square footage) of BMR Ownership Units in the Project is more particularly described in Exhibit B attached hereto and incorporated herein by this reference; further, the location of the BMR Ownership Units within the Project are depicted on Exhibit C, attached hereto and incorporated herein by this reference.

A. As required by the Project Wide Affordable Housing Agreement, which has been released as an encumbrance against the Property contemporaneously with the imposition of the requirements of this Agreement, Owner has agreed to observe all the terms and conditions set forth below for purposes of developing, operating, marketing and selling the BMR Ownership Units. This Agreement will ensure the Project’s continuing affordability.

NOW, THEREFORE, the Parties hereto agree as follows. The recitals are incorporated into this Agreement by this reference.

1. CONSTRUCTION OF THE IMPROVEMENTS.

1.1 Construction of the Project. Owner agrees to construct the Project in accordance with all applicable provisions of the Menlo Park Municipal Code and all other applicable state and local building codes, development standards, ordinances and zoning ordinances.

1.2 City and Other Governmental Permits. Before commencement of the Project, Owner shall secure or cause its contractor to secure any and all permits which may be required by the City or any other governmental agency affected by such construction, including without limitation building permits. Owner shall pay all necessary fees and timely submit to the City final drawings with final corrections to obtain such permits; City staff will, without incurring liability or expense therefore, process applications in the ordinary course of business for the issuance of building permits and certificates of occupancy for construction that meets the requirements of the Menlo Park Municipal Code, and all other applicable laws and regulations.

1.3 Compliance with Laws. Owner shall carry out the design, construction and operation of the Project in conformity with all applicable laws, including all applicable state labor standards, all applicable City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other applicable provisions of the Menlo Park 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.*

2. THE BMR OWNERSHIP UNITS

2.1 Maintenance. Owner shall comply with every condition of the Project Approvals, as defined in the Development Agreement, as applicable to the Project and shall, at all times, maintain or cause the homeowners’ association for the Project and the Property to maintain the Project and Property in good repair and working order, reasonable wear and tear excepted, and in

a safe and sanitary condition, and from time to time shall make all necessary and proper repairs, renewals and replacements to keep the Project, Property and the BMR Ownership Units in a good, clean, safe, and sanitary condition. Without limiting the foregoing, Owner agrees to maintain or cause the homeowners' association for the Property to maintain the Property (including without limitation, 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. Owner shall prevent and/or rectify any physical deterioration of the BMR Ownership Units and shall make or shall cause the homeowners' association for the Property to make all repairs, renewals and replacements necessary to keep the Property in good condition and repair, ordinary wear and tear excepted.

2.2 Monitoring and Recordkeeping. During the Term of this Agreement, Owner shall comply with all applicable recordkeeping and monitoring requirements set forth in the Below Market Rate Housing Program Guidelines (“**Guidelines**”), promulgated by City pursuant to Menlo Park Municipal Code Chapter 16.96 (“**BMR Ordinance**”), as such Guidelines may be amended from time to time. City shall have the right to inspect the books and records of Owner and its real estate agent or bookkeeper with respect to the BMR Ownership Units upon reasonable notice during normal business hours. Representatives of the City shall be entitled to enter the Property, upon at least 48-hour prior written notice, which can be provided via email, to monitor compliance with this Agreement, to inspect the records of the Project with respect to the BMR Ownership Units, and to conduct, or cause to be conducted, an independent audit or inspection of such records. Owner agrees to cooperate with the City in making the Property available for such inspection or audit. Owner agrees to maintain records in businesslike manner, and to maintain such records for a minimum of five (5) years after the date of sale of the last BMR Ownership Unit.

2.3 Non-Discrimination Covenants. Owner covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, ancestry or other class protected by Applicable Laws in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Owner establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the BMR Ownership Units. Owner shall include such provision in all deeds, leases, contracts and other instruments executed by Owner, and shall enforce the same diligently and in good faith.

a. Grant Deed. The following language shall appear in each BMR Ownership Unit grant deed:

(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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

b. Contracts. In contracts pertaining to management, construction, maintenance or other element of the Project, the following language, or substantially similar language prohibiting discrimination and segregation shall appear:

(1) 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) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

2.4 Recording; Senior Lien. This Agreement shall be recorded against the Property in the Official Records of the County of San Mateo such that it is senior in recording priority to all mortgages, deeds of trust or other liens, excluding property taxes. This Agreement shall run with the land.

3. OPERATION OF THE BMR OWNERSHIP UNITS

3.1 BMR Ownership Units. Owner agrees to make available, restrict sale and transfer to, and sell not less than [four/three] (4/3) BMR Ownership Units to Eligible Buyers, as hereinafter defined, at a sales price not to exceed the Maximum Sales Price as determined in accordance with the Guidelines. The BMR Ownership Units shall be of a quality comparable to all of the other units in the Project. The BMR Ownership Units shall be distributed as set forth in Exhibit C, attached hereto and incorporated herein by this reference.

3.2 Sale to Moderate Income Households. Each BMR Ownership Unit shall be sold to an Eligible Buyer at a sales price not to exceed the “Maximum Sales Price,” as determined in accordance with the Guidelines. The BMR Ownership Units shall be affordable to Eligible Buyers which (a) are Moderate Income Households and (b) meet all of the requirements set forth in the Guidelines and are of the smallest household size eligible for the applicable BMR Ownership Unit on the BMR waiting list maintained by the City on the date that the Maximum Sales Price are set, as more particularly described in the Guidelines (“**Eligible Buyer**”). “**Moderate-Income Household**” means a household, as described in the Guidelines, whose Gross Income does not exceed the qualifying limit for moderate income households for San Mateo County as established and amended from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937 and published by the State of California Department of Housing and Community Development (“**HCD**”) pursuant to Section 50079.5 of the California Health and Safety Code, adjusted for Actual Household Size.

3.3 Buyer Selection and Sales Process. The eligibility requirements for buyers of the BMR Ownership Units, the selection process for buyers of the BMR Ownership Units, the purchase process and sale procedures, and the occupancy requirements for the BMR Ownership Units are all set forth in the Guidelines. Owner shall independently conduct the sales and marketing functions for the sale of each BMR Ownership Unit in accordance with the terms and conditions of the Guidelines and this Agreement and at no additional cost to City. Notwithstanding the foregoing, if Owner uses a third-party broker or lender in marketing the BMR Ownership Units for the initial sale or a subsequent sale, Owner agrees to use a realtor or broker that has experience in marketing below market-rate units that require homebuyers to meet income qualifications and that require recordation of Resale Restriction Agreements limiting appreciation on future sales, and agrees to use a realtor or broker that is on City’s approved list of realtors/brokers with such experience, if City maintains such a list. In addition, Owner agrees that the purchase of BMR Ownership Units will be financed by lenders that are familiar with affordable housing programs that impose resale price restrictions, and agrees to work with lenders listed on the City’s approved list of lenders with such experience if City maintains such a list.

3.4 Term. This Agreement shall remain effective and fully binding until the earlier of its ninety-ninth anniversary of the Effective Date or the initial sale of all BMR Ownership Units in accordance with the provisions of this Agreement (“**Term**”); provided however, that upon initial sale of each BMR Ownership Unit to an Eligible Buyer and recordation of a fully executed Resale Restriction Agreement, such BMR Ownership Unit shall be released from this Agreement, and Owner’s obligations under this Agreement with respect to each such BMR Unit shall terminate unless otherwise provided for herein. 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

3.5 Third Party Purchasers. The execution and delivery of this Agreement shall not be deemed to be for the benefit of the third party purchasers of a BMR Ownership Unit or any other third party and any and all obligations and responsibilities of Owner under this Agreement are to City for whose benefit this Agreement has been entered into. No third party purchaser of a BMR Ownership Unit, homeowners’ association or any other third party shall obtain any rights or standing to complain that a BMR Ownership Unit was not constructed, designed, sold or conveyed

in accordance with this Agreement, the BMR Ordinance and/or the Guidelines as a result of this Agreement. Furthermore, the acceptance of this Agreement by City, the acceptance of the interior specifications for a BMR Ownership Unit, and the conveyance of a BMR Ownership Unit to an Eligible Buyer shall conclusively indicate that Owner has complied with this Agreement, the BMR Ordinance and the Guidelines.

3.6 Conditions of Transfer. For purposes of this Agreement, “**transfer**” shall mean any voluntary or involuntary sale, assignment or transfer of ownership or any interest in a BMR Ownership Unit, including, but not limited to, a fee simple interest, joint tenancy interest, or life estate. A “transfer” shall also include any assignment or transfer of ownership or any interest in a BMR Ownership Unit into or out of trust and shall include the recording of one or more deeds of trust against a BMR Ownership Unit to secure one or more loans or to refinance an existing loan. There shall be no transfer of a BMR Ownership Unit to any person or entity, except with the express written consent of Owner and City or its designee, which consent shall be consistent with the terms of this Agreement and City’s goal of creating, preserving, maintaining and protecting housing in Menlo Park for persons of moderate-income. Any transfer of a BMR Ownership Unit shall be subject to the conditions set forth in this Agreement. Nothing in this Agreement shall prohibit the sale and/or purchase of a BMR Ownership Unit to an Eligible Buyer if the City fails to make a determination of household eligibility within the time limits set forth in section 3.3(b) of this Agreement.

3.7 Prohibited Transfer/Default. Any transfer which is not in substantial compliance with the above conditions shall be deemed a “**Prohibited Transfer**”. Upon receipt of any evidence of a Prohibited Transfer or any other violation of the terms of this Agreement, City shall give written notice to Owner specifying the nature of the violation. If the violation is not corrected to the satisfaction of City within ten (10) business days after the date of the notice, or within such further time as City reasonably determines is necessary to correct the violation, City may declare a default under this Agreement. Upon the declaration of a default, City may apply to a court of competent jurisdiction for specific performance of the Agreement, for an injunction prohibiting a proposed sale or transfer in violation of this Agreement, for a declaration that the Prohibited Transfer is void, or for any such other relief as may be appropriate under the circumstances. Owner shall reimburse City for all reasonable City costs, including but not limited to 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) business days following City’s delivery to Owner of an invoice detailing such costs.

3.8 Owner Occupancy. Prospective purchasers of a BMR Ownership Unit must sign a written statement acknowledging their agreement that the BMR Ownership Unit must be occupied as the purchaser’s principal residence and that the BMR Ownership Unit may not be rented or leased (including short term leases, such as through Airbnb or comparable rental platform), except as allowed under the Resale Restriction Agreement. Further, each purchaser of a BMR Ownership Unit must annually sign a written statement certifying compliance with the foregoing requirements.

3.9 Senior Lien Holder. Any attempt to transfer title or any interest therein in violation of these covenants shall be void, provided, however, that any deed restrictions herein shall be

subordinate to any mortgage (“**First Deed of Trust**”) held by a Senior Lien Holder and/or a federally or state chartered bank or savings and loan association qualified to do business in the State of California which mortgage was obtained at the time owner purchased the BMR Ownership Unit (“**Senior Lien Holder**”). City and Owner acknowledge and agree that this Agreement is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Deed of Trust and to all advances heretofore made or which may hereafter be made pursuant to the First Deed of Trust held by a Senior Lien Holder including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Deed of Trust, curing defaults by Owner under the First Deed of Trust or for any other purpose expressly permitted by the First Deed of Trust, or (b) constructing, renovating, repairing, furnishing, fixturing or equipping a BMR Ownership Unit. The terms and provisions of the First Deed of Trust are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Deed of Trust, any provisions herein or any provisions in any other collateral agreement restricting the use of a BMR Ownership Unit to moderate income households or otherwise restricting Owner’s ability to sell a BMR Ownership Unit shall have no further force or effect on subsequent owners or purchasers of the BMR Ownership Unit. Any person, including his or her successors or assigns (other than Owner or a related entity of Owner), receiving title to a BMR Ownership Unit through a foreclosure or deed in lieu of foreclosure of the First Deed of Trust shall receive title to that BMR Ownership Unit free and clear from such restrictions. Further, if the Senior Lien Holder acquires title to a BMR Ownership Unit pursuant to a deed in lieu of foreclosure, the lien of this Agreement shall automatically terminate upon the Senior Lien Holder’s acquisition of title, provided that (i) City was given written notice of a default under the First Deed of Trust, (ii) City was given a reasonable period of time under the First Deed of Trust to cure the default, and (iii) City did not timely cure the default or diligently pursue a cure of the default as determined by the Senior Lien Holder, within a minimum sixty (60) day period to be provided in such notice of default sent to City. Any and all deeds of trust recorded against a BMR Ownership Unit, other than the First Deed of Trust held by the Senior Lien Holder and/or such Senior Lien Holder’s successor or assignee of its interest, shall be subordinate and subject to the terms and provisions of this Agreement.

3.10 Resale Restriction Agreement and Right of First Refusal. Each subsequent buyer of a BMR Ownership Unit shall (a) execute and record a Buyer’s Occupancy And Resale Restriction Agreement With Right Of First Refusal (the “**Resale Restriction Agreement**”), substantially in the form attached hereto as Exhibit D and incorporated herein by this reference, (b) execute and deliver to City the Promissory Note Secured By Deed of Trust (the “**Promissory Note**”), substantially in the form attached hereto as Exhibit E and incorporated herein by this reference, (c) execute and record a Deed of Trust And Security Agreement (the “**Deed of Trust**”), substantially in the form attached hereto as Exhibit F and incorporated herein by this reference. The Resale Restriction Agreement and Deed of Trust must be recorded against that BMR Ownership Unit at the closing of the applicable purchase and sale of the BMR Ownership Unit. Among other things, the Resale Restriction Agreement provides that for a term in fifty-five (55) years, subsequent sales of a BMR Ownership Unit may only be made at no more than the then Affordable Sales Price (as determined by Owner and approved by City) to an Eligible Buyer that qualifies as a Moderate Income Household, that the buyer must occupy the BMR Ownership Unit as its principal residence, that the BMR Ownership Unit may not be rented or leased except as may be allowed under the Resale Restriction Agreement, that the buyer may not make the BMR Ownership Unit available for short term rentals, and that the buyer is required to annually sign a

written statement certifying compliance with all of the foregoing requirements; further, if an escrow for a subsequent sale of a BMR Ownership Unit is not opened within ninety (90) days of the date of a Listing Agreement, as defined in the Resale Restriction Agreement, the City or its designee shall have a right of first refusal to purchase the BMR Ownership Unit. In connection with the sale of a BMR Ownership Unit, City may, in its discretion, require prospective buyers to (i) be pre-qualified by City or its designee, (ii) execute a disclosure agreement that explains the provisions of the Resale Restriction Agreement, (iii) execute and deliver to City a Promissory Note that secures buyer's obligation to pay City Excess Sales Proceeds and Excess Rental Proceeds, as defined in the Resale Restriction Agreement, and if applicable, and (iv) execute and record the Deed of Trust that secures performance of the Promissory Note. Concurrently with the recordation of the first Resale Restriction Agreement and Deed of Trust applicable to a BMR Ownership Unit, City shall execute and cause to be recorded an instrument releasing and reconveying this Agreement with respect to such BMR Ownership Unit, so that the particular BMR Ownership Unit will no longer be encumbered by this Agreement.

4. DEFAULT AND REMEDIES

4.1 Events of Default. The following shall constitute an "Event of Default" by Owner under this Agreement: there shall be a material breach of any condition, covenant, warranty, promise or representation contained in this Agreement and such breach shall continue for a period of thirty (30) days after written notice thereof to the Owner without the Owner curing such breach, or if such breach cannot reasonably be cured within such 30 day period, commencing the cure of such breach within such 30 day period and thereafter diligently proceeding to cure such breach; provided, however, that if a different period or notice requirement is specified for any particular breach under any other paragraph of Section 4 of this Agreement, the specific provision shall control.

4.2 Remedies. The occurrence of any Event of Default under this Agreement shall give the City the right to proceed with an action in equity to require the Owner to specifically perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement, and the right to terminate this Agreement.

4.3 Obligations Personal to Owner. The liability of Owner under this Agreement to any person or entity is limited to Owner's interest in the Project, and the City and any other such persons and entities shall look exclusively thereto for the satisfaction of obligations arising out of this Agreement or any other agreement securing the obligations of Owner under this Agreement. From and after the date of this Agreement, no deficiency or other personal judgment, nor any order or decree of specific performance (other than pertaining to this Agreement, any agreement pertaining to any Project or any other agreement securing Owner's obligations under this Agreement), shall be rendered against Owner, the assets of Owner (other than Owner's interest in the Project), its partners, members, successors, transferees or assigns and each of their respective officers, directors, employees, partners, agents, heirs and personal representatives, as the case may be, in any action or proceeding arising out of this Agreement or any agreement securing the obligations of Owner under this Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding. No subsequent Owner of the Project shall be liable or obligated for the breach or default of any obligations of Owner under this Agreement on the part of any prior

Owner. Such obligations are personal to the person who was the Owner at the time the default or breach was alleged to have occurred and such person shall remain liable for any and all damages occasioned thereby even after such person ceases to be the Owner. Each Owner shall comply with and be fully liable for all obligations of the Owner hereunder during its period of ownership of the Project.

4.4 Force Majeure. Subject to the party's compliance with the notice requirements as set forth below, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to causes beyond the control and without the fault of the party claiming an extension of time to perform, which may include, without limitation, the following: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, acts or omissions of the other party, or acts or failures to act of any public or governmental entity (except that the City's acts or failure to act shall not excuse performance of the City hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and 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 30 days of the commencement of the cause.

4.5 Attorneys' Fees. In addition to any other remedies provided hereunder or available pursuant to law, if either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder, the prevailing party shall be entitled to recover from the other party its costs of suit and reasonable attorneys' fees. This Section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

4.6 Remedies Cumulative. No right, power, or remedy given by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise.

4.7 Waiver of Terms and Conditions. The City may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

4.8 Non-Liability of City Officials and Employees. No member, official, employee or agent of the City shall be personally liable to Owner or any occupant of any BMR Ownership Unit, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Owner or its successors, or on any obligations under the terms of this Agreement.

4.9 Cure Rights. Notwithstanding anything to the contrary contained herein, City hereby agrees that any cure of any default made or tendered by (i) Owner's limited partner, or (ii) Owner's senior mortgage lender, shall be deemed to be a cure by Owner and shall be accepted or rejected on the same basis as if made or tendered by Owner.

5. GENERAL PROVISIONS

5.1 Guidelines. This Agreement incorporates by reference the Guidelines as of the date of this Agreement and any applicable successor sections as the Guidelines may be amended from time to time. In the event of any conflict or ambiguity between this Agreement, the requirements of state and federal fair housing laws and the Guidelines, the terms and conditions of this Agreement and the requirements of state and federal fair housing laws shall control.

5.2 Time. Time is of the essence in this Agreement.

5.3 Notices. Unless otherwise indicated in this Agreement, any notice requirement set forth herein shall be deemed to be satisfied three days after mailing of the notice first-class United States certified mail, postage prepaid, or at the time of personal delivery, addressed to the appropriate party as follows:

Owner: _____

Attention: _____
Email: [_____]

City : City of Menlo Park
701 Laurel Street
Menlo Park, California 94025
Attention: City Clerk

With a Copy to: Nira Doherty
Burke Williams & Sorensen, LLP
181 Third Street
San Rafael, California 94901

Such addresses may be changed by notice to the other party given in the same manner as provided above.

5.4 Successors and Assigns. This Agreement constitutes a covenant and legal restriction on the Property and shall run with the land, provided the Project remains on the Property, and all of the terms, covenants and conditions of this Agreement shall be binding upon Owner and the permitted successors and assigns of Owner.

5.5 Intended Beneficiaries. The City is the intended beneficiary of this Agreement and shall have the sole and exclusive power to enforce this Agreement. It is intended that the City may enforce this Agreement in order to, satisfy its obligations to improve, increase and preserve affordable housing within the City, as required by the Guidelines, and to provide that a certain percentage of new housing is made available at affordable housing cost to persons and families of very low, low and moderate incomes as required by the Guidelines. No other person or persons, other than the City and Owner and their assigns and successors, shall have any right of action hereon.

5.6 Partial Invalidity. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

5.7 Governing Law. This Agreement and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto. The venue for any action shall be the County of San Mateo.

5.8 Amendment. This Agreement may not be changed orally, but only by agreement in writing signed by Owner and the City.

5.9 Approvals. Where an approval or submission is required under this Agreement, such approval or submission shall be valid for purposes of this Agreement only if made in writing. Where this Agreement requires an approval or consent of the City, such approval shall not be unreasonably withheld and may be given on behalf of the City by the City Manager or his or her designee. The City Manager or his or her designee is hereby authorized to take such actions as may be necessary or appropriate to implement this Agreement, including without limitation the execution of such documents or agreements as may be contemplated by this Agreement, and amendments which do not substantially change the uses or restrictions hereunder, or substantially add to the costs of the City hereunder.

5.10 Indemnification. To the greatest extent permitted by law, Owner shall indemnify, defend (with counsel reasonably approved by City) and hold the City, its heirs, successors and assigns (the “**Indemnitees**”) harmless from and against any and all demands, losses, claims, costs and expenses, and any other liability whatsoever, including without limitation, reasonable accountants’ and attorneys’ fees, charges and expense (collectively, “**Claims**”) arising directly or indirectly, in whole or in part, as a result of or in connection with Owner’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. Owner’s indemnification obligations under this Section 7.10 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 7.10 shall survive the expiration or earlier termination of this Agreement, but only as to claims arising from events occurring during the Affordability Period

5.11 Insurance Coverage. Throughout the Affordability Period, Owner shall comply with the insurance requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference, and shall, at Owner’s expense, maintain in full force and effect insurance coverage as specified in Exhibit C.

5.12 Recovery of City Costs. Owner shall reimburse City for all reasonable 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 Owner of an invoice detailing such costs.

5.13 Satisfaction of Project Wide Affordable Housing Agreement Requirements.

The City hereby acknowledges and agrees that Owner's execution and delivery of this Agreement and the performance of Owner's obligations herein, satisfies Project Wide Developer's obligation to execute and record a Below Market Rate Housing Agreement and Declaration of Restrictive Covenants against the Property as set forth in Section 5 of the Parkline Housing Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

SIGNATURES ON FOLLOWING PAGE(S).

OWNER:

[_____], a
[_____]

By: _____

Its:

CITY:

CITY OF MENLO PARK, a California municipal corporation

By: _____
City Manager

ATTEST:

By: _____
City Clerk

List of Exhibits:

- Exhibit A: Legal Description
- Exhibit B: BMR Ownership Unit Composition
- Exhibit C: Insurance Requirements
- Exhibit D: Resale Restriction Agreement
- Exhibit E: Promissory Note
- Exhibit F: Deed of Trust

**EXHIBIT A
LEGAL DESCRIPTION**

EXHIBIT B

COMPOSITION OF BMR OWNERSHIP UNITS

Development Parcel	Housing Type and Amount	Moderate Income Units
TH1 Parcels (Lots X, Y, Z of VTM)	3 Detached Townhomes	___ one-bed ___ two-bed ___ three-bed ___ four-bed
TH2 Parcel (Lot 8 of VTM)	4 Attached Townhomes	___ one-bed ___ two-bed ___ three-bed ___ four-bed

EXHIBIT C
Insurance Requirements

Prior to initiating work on the Project and continuing throughout the Affordability Period, Owner shall obtain and maintain the following policies of insurance and shall comply with all provisions set forth in this Exhibit.

1. General Requirements. Owner shall procure and maintain the following insurance providing coverage against claims for injuries to persons or damages to property that may arise from or in connection with the Project, construction, management, or operation of the Property by the Owner or the Owner's agents, representatives, employees and contractors, or subcontractors, including the following:

(a) Commercial General Liability: The Owner and all contractors working on behalf of Owner on the Property shall maintain a commercial general liability policy in an occurrence policy for protection against all claims arising from injury to person or persons not in the employ of the Owner and against all claims resulting from damage to any property due to any act or omission of the Owner, its agents, or employees in the conduct or operation of the work or the execution of this Agreement. Such insurance shall include products and completed operations liability, blanket contractual liability, personal injury liability, and broad form property damage coverage. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage.

(b) Commercial Automobile Liability: The Owner and all contractors working on behalf of Owner on the Property shall maintain insurance for protection against all claims arising from the use of vehicles, owned, hired, non-owned, or any other vehicle in connection with the Project, construction, operation or management of the Property. Such insurance shall cover the use of automobiles and trucks on and off the site of the Property. Coverage shall be at least as broad as Insurance Services Office covering Commercial Automobile Liability, any auto, owned, non-owned and hired auto.

(c) Workers' Compensation Insurance: The Owner (and the general partners thereof) shall furnish or cause to be furnished to City evidence satisfactory to City that Owner (and the general partners thereof), and any contractor with whom Owner has contracted for the performance of work on the Property or otherwise pursuant to this Agreement, shall maintain Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

(d) Builder's Risk: Upon commencement of any construction work on the Property, Owner and all contractors working on behalf of Owner 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 City as loss payee as its interests may appear.

(e) Professional Liability/Errors and Omissions: Owner shall require any architects, engineers, and general contractors working on the Property to maintain Professional Liability/Errors and Omissions insurance with limits not less than Two Million Dollars (\$2,000,000) each claim. Certificates evidencing this coverage must reference both the Owner and the Indemnitees. If the professional liability/errors and omissions insurance is written on a claims made form: (i) the retroactive date must be shown and must be before the Effective Date, (ii) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of Project construction, and (iii) if coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Effective Date, Owner must

purchase, or require the provision of, extended period coverage for a minimum of three (3) years after completion of construction.

(f) Property: Owner shall maintain property insurance covering all risks of loss, including earthquake and flood (if required) for 100% of the replacement value of the Project with deductible, if any, in an amount acceptable to City, naming City as loss payee as its interests may appear.

2. Minimum Limits; Adjustments. Insurance shall be maintained with limits no less than the following:

(a) Commercial General Liability and Property Damage: \$2,000,000 per occurrence and \$5,000,000 annual aggregate for bodily injury, personal injury and property damage; provided however, with City's advance written approval, subcontractors may maintain liability coverage with limits not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate.

(b) Products and Completed Operations: \$3,000,000 per occurrence/aggregate.

(c) Commercial Automobile Liability: \$2,000,000 combined single limit.

(d) Employer's Liability:

Bodily Injury by Accident - \$1,000,000 each accident. Bodily

Injury by Disease - \$1,000,000 policy limit.

Bodily Injury by Disease - \$1,000,000 each employee.

(e) Professional Liability/Errors and Omissions: \$2,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.

Coverage limits, 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 Effective Date nor more than once in every three (3) year period) to address changes in circumstance, including, but not limited to, changes in inflation and the litigation climate in California. City shall give written notice to Owner of any such adjustments, and Owner shall provide City with amended or new insurance certificates or endorsements evidencing compliance with such adjustments within thirty (30) days following receipt of such notice.

3. Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to, and approved by, the City. Payment of all deductibles and self-insured retentions will be the responsibility of Owner. If the City determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects the Indemnitees or Owner shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense.

4. Additional Requirements. The required general liability and automobile policies shall contain, or be endorsed to contain, the following provisions:

(a) The Indemnitees are to be covered as Additional Insureds as respects: liability

arising out of activities performed by or on behalf of the Owner; products and completed operations of the Owner; premises owned, occupied or used by the Owner; or automobiles owned, leased, hired or borrowed by the Owner. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees. Additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(b) All insurance shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of the Owner's/contractor's insurance and shall not contribute with it.

(c) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Indemnitees.

(d) The Owner'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.

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

(f) If any insurance policy or coverage required hereunder is canceled or reduced, Owner shall, within five (5) 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 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, without further notice and at its option, procure such insurance coverage at Owner's expense, and Owner shall promptly reimburse City for such expense upon receipt of billing from City.

(g) Owner agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against Indemnitees regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with any construction on the Property to do likewise. Each insurance policy shall contain a

waiver of subrogation for the benefit of City. If any required insurance is provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs are included in such annual aggregate limit, such annual aggregate limit shall be three times the applicable occurrence limits specified above.

(h) It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement 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. For all liability insurance required by this Agreement, Owner (and Owner'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 Owner (and Owner's contractors, as

applicable) to obtain and provide for the benefit of the Indemnitees, additional insured coverage in the same amount of insurance carried by Owner (or Owner's contractors, as applicable), but in no event less than the minimum amounts specified in this Agreement. In the event that Owner (or Owner's contractors as applicable) obtains 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 the minimum amounts specified in this Agreement.

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. 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 before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

5. Acceptability of Insurers. Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

6. Verification of Coverage. Prior to the Effective Date of this Agreement, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraphs (a), (b), (c), and (e) of Section 1 above, duly executed endorsements evidencing the Indemnitees' status as additional insured, and all other endorsements and coverage required hereunder pertaining to such coverage. Prior to commencement of any construction work on the Property, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraphs (d) and (g) of Section 1 above. Prior to City's issuance of a final certificate of occupancy or equivalent for the Project, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraph (f) of Section 1 above. Owner shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

7. Insurance Certificates and Endorsements. Owner shall submit to the City all of the necessary insurance documents, including the applicable amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of required Owner policies listing all required policy endorsements to the City. Insurance Certificates and Endorsements are to be received and approved by the City within the time periods specified in Section 6 above. Should Owner cease to have insurance as required at any time, all work by Owner pursuant to this Agreement shall cease until insurance acceptable to the City is provided. Upon City's request, Owner shall, within thirty (30) days of the request, provide or arrange for the insurer to provide to City, complete certified copies of all insurance policies required under this Agreement. City's failure to make such request shall not constitute a waiver of the right to require delivery of the policies in the future.

EXHIBIT D
RESALE RESTRICTION AGREEMENT

[See Attached]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Attn: City Clerk

APN: _____

Exempt From Recording Fee Per _____ *(Space above for Recorder's Use)*
Government Code Section 27383 And Building Homes And Jobs Trust Fund Fee Per
Government Code Section 27388.1(a)(2)(D)

BUYER'S OCCUPANCY AND RESALE RESTRICTION AGREEMENT
WITH RIGHT OF FIRST REFUSAL

CITY OF MENLO PARK
(Insert Property Address)

This Buyer's Occupancy and Resale Restriction Agreement with Right of First Refusal (this "Agreement") is entered into as of _____, 20__, by and between the City of Menlo Park, a California municipal corporation (the "City"), and _____ (the "Owner").

RECITALS

- A. Pursuant to the terms of that certain Below Market Rate Housing Agreement And Declaration Of Restrictive Covenants (Parkline Masterplan – Parcel [__]) (the "Restrictive Covenant"), recorded on _____, 20__, as Document No. _____ in the Official Records of the Office of the San Mateo County Recorder ("Official Records"), that certain property described in Exhibit A to this Agreement (the "Home") was designated as a Ownership BMR Unit, to be made available for sale only to Moderate Income Households at a price not to exceed a Moderate Income Housing Cost for a period of fifty-five (55) years.
- B. Owner is a Moderate Income Household, and is purchasing the Home. As a condition of purchasing the Home, and in exchange for having the opportunity to acquire the Home at a price not to exceed a Moderate Income Housing Cost, Owner is required to enter into this Agreement to ensure the continued affordability of the Home, consistent with the Restrictive Covenant.
- C. This Agreement also provides the City a right of first refusal to purchase the Home at a Restricted Price, given in consideration of the economic benefits to the Owner resulting from the purchase of the Home at a price not to exceed a Moderate Income Housing Cost.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and benefits of this Agreement, the sufficiency of which is hereby acknowledged, the Owner and the City agree as follows:

ARTICLE 1. DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. Unless otherwise specified in this Agreement, the following capitalized terms shall have the meanings set forth below:

- (a) "Additional Financing", if obtained by Owner, is defined in Section 2.1.
- (b) "Agreement" is defined in the opening paragraph.
- (c) "Area Median Income" shall mean the median income for San Mateo County, California as determined by the U.S. Department of Housing and Urban Development pursuant to Section 8 of the United States Housing Act of 1937, and as published from time to time by the California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision published pursuant to California Health and Safety Code Section 50093(c). For purposes of calculating a Moderate Income Housing Cost, Area Median Income shall be adjusted for an assumed household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, and one additional person for every additional bedroom thereafter. For purposes of determining whether a household is a Moderate Income Household, Area Median Income shall be adjusted according to the actual size of that household.
- (d) "City" is defined in the opening paragraph.
- (e) "City Deed of Trust" shall mean the deed of trust, the form of which is attached hereto as Exhibit C, executed by the Owner for the benefit of the City and securing the City Note.
- (f) "City Note" shall mean the promissory note, the form of which is attached hereto as Exhibit B, executed by the Owner securing the Owner's payment of Excess Sales Proceeds.
- (g) "Default" is defined in Section 5.1.
- (h) "Excess Sales Proceeds" shall mean the amount by which the gross sales proceeds received by the Owner from a Transfer of the Home exceeds the maximum possible Moderate Income Housing Cost.
- (i) "Fair Market Value" means the value of the Home as determined by an appraisal dated no sooner than thirty (30) days prior to the date of the Owner's Notice of Intent to Sell and prepared by a certified Member of the Appraisal Institute (MAI) chosen by the Owner with experience appraising residential properties in San Mateo County.
- (j) "First Lender Loan" is defined in Section 2.1.

(k) "Form of Release" is defined in Section 4.6(c).

(l) "Home" is defined in Recital A.

(m) "Inheriting Owner" is defined in Section 4.3.

(n) "Listing Agreement" is defined in Section 4.4(c).

(o) "Moderate Income Household" shall mean a household whose gross income upon initial occupancy is no more than one hundred twenty percent (120%) of Area Median Income; provided that "gross income" shall include the combined, gross, pre-tax income of all adult occupants of the household, as calculated under California Code of Regulations, Title 25, Section 6914.

(p) "Moderate Income Housing Cost" shall mean a sales price of the Home calculated to result in a monthly obligation to pay mortgage payments (principal and interest), property taxes, property insurance, mortgage insurance, utilities, and homeowners' association dues (if applicable) in an aggregate amount not greater than one-twelfth of thirty-three percent (33%) of one hundred twenty percent (120%) of Area Median Income, assuming a fixed 30-year mortgage at then-current prevailing interest rates and an assumed down payment of ten percent (10%) of the sales price.

(q) "Official Records" is defined in Recital A.

(r) "Owner" is defined in the opening paragraph.

(s) "Owner's Notice of Intent to Sell" is defined in Section 4.4(a).

(t) "Permitted Transfer" is defined in Section 4.1.

(u) "Proposed Purchaser" is defined in Section 4.4(c).

(v) "Purchase Agreement" is defined in Section 4.6(a).

(w) "Response Notice" is defined in Section 4.4(b)

(x) "Restricted Price" is defined in Section 4.6(a).

(y) "Restrictive Covenant" is defined in Recital A.

(z) "Right of First Refusal" is defined in Section 4.6(a).

(aa) "Spouse" shall mean, (i) an individual legally married to the Owner; (ii) a registered domestic partner of the Owner, pursuant to Family Code Section 297, et seq.; or (iii) a registered domestic partner of the Owner pursuant to any local domestic partner registry created by any city, county, or city and county in California.

(bb) "Transfer" is defined in Section 4.1, and for greater clarity does not include a Permitted Transfer.

Section 1.2 Exhibits. The following exhibits are attached to this Agreement, and are incorporated by this reference:

EXHIBIT A: Legal Description of the Home

EXHIBIT B: Form of City Note

EXHIBIT C: Form of City Deed of Trust

ARTICLE 2. APPROVED FINANCING; LIEN PRIORITY

Section 2.1 Approved Financing. The City acknowledges that the Owner is acquiring the Home, in part, with a first purchase money loan (the "First Lender Loan"). [The City further acknowledges that the Owner is acquiring the Home with the following additional financing, which has been approved in advance by the City (the "Additional Financing"): ____.]

Section 2.2 Lien Priority. This Agreement is accompanied by the City Note from the Owner to the City pursuant to which the Owner agrees to pay any Excess Sales Proceeds to the City. The City Note is secured by the City Deed of Trust. The City Deed of Trust is subordinate to this Agreement, the First Lender Loan, and the lien of the Additional Financing, if any. However, this Agreement shall be superior to and have lien priority to the lien of the First Lender Loan, Additional Financing, if any, and any other lien, mortgage or deed of trust encumbering the Home.

ARTICLE 3. OWNER CERTIFICATIONS AND GENERAL OBLIGATIONS

Section 3.1 Owner Certification. The Owner certifies that the financial and other information previously provided in order to qualify to purchase the Home is true and correct as of the date first written above.

Section 3.2 Owner Occupation. The Owner shall occupy the Home as the Owner's principal and sole place of residence within thirty (30) days of close of escrow and for the entire term of this Agreement. The Owner shall be considered as occupying the Home if the Owner is living in the Home for at least ten (10) months out of each calendar year. Owner shall comply with reasonable requests from the City to certify that the Home is occupied as the Owner's principal residence.

Section 3.3 No Rentals. The rental or lease of the Home or any portion thereof for any period of time is prohibited.

Section 3.4 Maintenance.

(a) The Owner shall maintain the Home and all landscaping in good repair and in a neat, clean, sanitary, and orderly condition, in accordance with all applicable laws, so as not to cause any nuisance. The Owner agrees not to commit any waste or to permit deterioration of the Home, and shall make reasonable repairs to the Home as necessary.

(b) The Owner shall pay all homeowners association assessments levied against the Home on or before the due date of the assessment, and shall perform all obligations required in any declaration of covenants, conditions, and restrictions recorded against the Home.

Section 3.5 Insurance. The Owner shall maintain a standard all risk property insurance policy equal to the replacement value of the Home. Additional insurance requirements are set forth in the City Deed of Trust. The Owner shall provide the City with evidence of required insurance coverage upon request. If the Home is damaged or destroyed and the Owner elects not to rebuild or repair the Home, the Owner shall pay the City the portion of any insurance proceeds received by the Owner for such destruction or damage that is in excess of a Moderate Income Housing Cost.

ARTICLE 4.RESTRICTIONS ON RESALE OR TRANSFER

Section 4.1 Transfer. Any Transfer of the Home will be subject to the provisions of this Agreement including, without limitation, the exercise of the City's Right of First Refusal. Any Transfer without satisfaction of the provisions of this Agreement shall constitute a Default. For purposes of this Agreement, "Transfer" means any sale, assignment or transfer, voluntary or involuntary, of any interest in the Home, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, an interest evidenced by a land contract by which possession of the Home is transferred and Owner retains title, any lien or mortgage, or a deed of trust, including any refinancing of the First Lender Loan, Additional Financing, if any, and any other lien, mortgage or deed of trust. A Transfer shall not include any of the following, each instead a "Permitted Transfer":

- (a) To an existing Spouse;
- (b) By an Owner to a Spouse where the Spouse becomes the co-owner of the Home;
- (c) Between Spouses as part of a dissolution proceeding;
- (d) To an existing Spouse by devise or inheritance following the death of the Owner;
- (e) To an existing joint tenant with the right of survivorship upon the death of an Owner, provided the joint tenant(s) are listed as parties to this Agreement as of the date of this Agreement; or
- (f) By Owner to an inter vivos revocable trust in which the Owner is the beneficiary, trustor, and trustee.

Section 4.2 Notice of Permitted Transfer; Other Conditions. Owner shall provide written notice of all Permitted Transfers to the City within thirty (30) days of the date of the Permitted Transfer; and Owner shall continue to occupy the Home as his or her principal place of residence, except where the Permitted Transfer occurs because of the Owner's death, in which event the transferee shall owner-occupy the Home and affirmatively assume Owner's obligations under this Agreement, the City Note, and the City Deed of Trust.

Section 4.3 Inheritance.

(a) In the event a Transfer occurs by devise or inheritance due to death of the Owner, the administrator of the Owner's estate or the person inheriting the Home shall provide written notice to the City of the Owner's death within sixty (60) days of the date of death.

(b) Prior to taking title to the Home, the person inheriting the Home (the "Inheriting Owner") shall provide the City with income information, to be verified by the City, so that the City may determine if the Inheriting Owner is a Moderate Income Household. If the Inheriting Owner fails to provide required financial information and/or documentation, he or she shall be deemed not to qualify as a Moderate Income Household. If the Inheriting Owner qualifies as a Moderate Income Household, he or she shall succeed to the Owner's interest and obligations under this Agreement, the City Note, and the City Deed of Trust, and new documents shall be executed between the Inheriting Owner and the City and recorded against the Home, and the documents with the Inheriting Owner shall have a remaining term of fifty-five (55) years. If the Inheriting Owner fails to qualify as a Moderate Income Household, he or she shall be required to Transfer the Home as set forth in Section 4.4, below; provided, however that the Inheriting Owner may own and occupy the Home for up to twelve (12) months prior to providing an Owner's Notice of Intent to Sell to the City, and provided further that the Inheriting Owner remains in compliance with the requirements of this Agreement and the City Deed of Trust. The Inheriting Owner shall not be required to occupy the Home during this twelve (12)-month time period, but shall not rent the Home except as provided in Section 3.4 above.

(c) If the Inheriting Owner is a minor child, such Inheriting Owner and his or her legal guardian may occupy the Home for the time period prescribed in Probate Code Section 6500 without the City determining that the legal guardian qualifies as a Moderate Income Household.

(d) For greater clarity, this Section does not apply in the case of a Permitted Transfer resulting from the Owner's death.

Section 4.4 Sale of the Home.

(a) If the Owner intends to Transfer or vacate the Home, the Owner shall give the City prompt written notice of such intent (the "Owner's Notice of Intent to Sell"). The Owner shall give the Owner's Notice of Intent to Sell prior to taking any affirmative steps to sell the Home, such as listing the Home on the Multiple Listing Service. The Owner's Intent to Sell shall include, (i) the address of the Home; (ii) the date on which the Owner intends to vacate the Home; (iii) the date the Home will be placed on the market; and (iv) the Owner's daytime phone number.

(b) Upon receipt of the Owner's Notice of Intent to Sell, the City shall calculate the Moderate Income Housing Cost, and shall submit such calculation to the Owner within fifteen (15) days of Owner's Notice of Intent to Sell (the "Response Notice").

(c) After delivering the Owner's Notice of Intent to Sell, the Owner shall ensure that the Home is in a saleable condition, and after receipt of the City's Response Notice may take steps to market the Home to a buyer (the "Proposed Purchaser"). Owner shall retain a

real estate agent, real estate broker, or similar professional to assist Owner with the sale of the Home and any commission or other charge of a real estate agent, real estate broker, or similar professional retained by Owner shall be Owner's exclusive obligation, and the City shall not be liable for any such cost. The Owner shall use bona fide good faith efforts to sell the Home in compliance with this Agreement, which shall include listing the Home on the Multiple Listing Service, keeping the Home in an orderly condition, making it available to show agents and prospective buyers, and providing buyers with eligible purchaser requirements, including income qualifications. Owner shall provide to City a fully executed and dated copy of the agreement (the "Listing Agreement") between Owner and the real estate agent, real estate broker, or similar professional engaged by Owner to assist with the sale of the Home within five (5) days of its execution.

(d) Any Proposed Purchaser shall be a Moderate Income Household. The sale shall be at a Moderate Income Housing Cost, and although closing costs shall not be included in the sales price for purposes of determining the maximum sales price, closing costs paid by the Proposed Purchaser shall be reasonable and customary in San Mateo County. The City shall verify that the sale complies with this subsection, as described in Section 4.5, below. As a condition of the City's approval of the sale, the Proposed Purchaser shall agree to sign a promissory note, deed of trust, and buyer's occupancy and resale restriction with right of first refusal substantially similar to this Agreement. It shall be a Default under this Agreement if escrow closes without the foregoing documents being executed by the Proposed Purchaser and recorded as part of the escrow, and certified copies of all of the foregoing documents shall be forwarded to the City within three (3) days of the close of escrow, together with all other information and documentation relating to the escrow that the City may reasonably request.

Section 4.5 City Approval of Proposed Sale.

(a) The Owner and the Proposed Purchaser shall provide the following information and documents to the City within ten (10) days of an offer from the Proposed Purchaser:

(1) The name, address and telephone number in writing of the Proposed Purchaser.

(2) A signed financial statement of the Proposed Purchaser in a form acceptable to the City and any other supporting documentation requested by the City. Owner acknowledges that the City may request the following documentation, (i) pay stubs for the most recent pay periods; (ii) income tax returns for the three (3) most recent tax years; (iii) an income verification form from the Proposed Purchaser's current employer; (iv) an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; and/or (v) if the Proposed Purchaser is unemployed and has no such tax return, another form of independent verification of income. The financial information shall be used by the City to determine the income eligibility of the Proposed Purchaser.

(3) The proposed sales contract and all other related documents which shall set forth all the terms of the sale of the Home, including a HUD-1 Settlement Statement.

Said documents shall include at least, (i) the sales price; and (ii) the price to be paid by the Proposed Purchaser for the Owner's personal property, if any, for the services of the Owner, if any, and any credits, allowances or other consideration, if any.

(b) Within ten (10) days (excluding weekends and City holidays) of receipt of the documentation and information described in subsection (a) of this Section, the City shall approve or disapprove the Proposed Purchaser and terms of sale. Within ten (10) days of the City's approval, but in any event prior to the close of escrow, the Owner and Proposed Purchase Purchaser shall notify the City of the name of the title company escrow holder for the sale of the Home, the escrow number, and name, address, and phone number of the escrow officer.

Section 4.6 City Right of First Refusal; Release.

(a) If an escrow is not opened within ninety (90) days of the date of the Listing Agreement, the City or its designee shall, for a period of ninety (90) additional days, have a right of first refusal (the "Right of First Refusal") to purchase the Home at the lesser of, (i) the Fair Market Value, or (ii) the maximum possible price that is a Moderate Income Housing Cost (the "Restricted Price"). The exercise of the City's Right of First Refusal shall be in the City's sole and absolute discretion, and City shall have no obligation to the Owner, a successor in interest to the Owner, or any other person to exercise the same. The City or its designee shall exercise the Right of First Refusal by delivering notice of the same to the Owner, together with the City's calculation of the Restricted Price and a standard form of California Residential Purchase Agreement And Joint Escrow Instructions (the "Purchase Agreement") prepared by the California Association of Realtors or similar organization, executed by City. Owner shall countersign the Purchase Agreement and promptly return a fully executed copy thereof to the City within five (5) days of receipt. Within sixty (60) days of the date of the Purchase Agreement, the City or its designee shall complete the purchase of the Home, bearing all customary closing costs for buyers in San Mateo County. Owner shall execute any and all documents, instruments and instructions as may reasonably be required by City or escrow to complete the sale of the Home to City or its designee. Thereafter, this Agreement shall be released from the Home.

(b) Notwithstanding subsection (a) of this Section, the Owner may continue to market the Home during the City's period within which to exercise the Right of First Refusal. If the Owner receives an offer on the Home from a Proposed Purchaser during that period, then during the City's review of documentation pursuant to Section 4.5 above, the City may exercise its Right of First Refusal, provided that in that case the City shall be required to pay Owner for the Home the greater of, (i) the Restricted Price, or (ii) the amount of the Proposed Purchaser's offer, not to exceed a Moderate Income Housing Cost.

(c) If the City or designee does not exercise its right of first refusal within the ninety (90) day period set forth in subsection (a) of this Section, then the Owner shall be free to sell the Home to any buyer at any price without restriction or City approval, and the City shall execute and record in the Official Records a release and reconveyance of this Agreement; provided, however, that the Owner shall assign any Excess Sales Proceeds to the City to be used by the City for affordable housing programs.

Section 4.7 Refinance and Subordinate Loans.

(a) Any refinancing of the First Lender Loan or the Additional Financing, and any new subordinate loans, shall require the City's approval, which shall not be unreasonably delayed or conditioned, and which shall be granted if such financing is consistent with the requirements of this Section.

(b) The City shall permit a prepayment and refinance of the First Lender Loan, provided that,

(1) Following such refinance, the principal amount of all debt secured by the Home does not exceed the greater of, (i) ninety percent (90%) of the Moderate Income Housing Cost, (ii) the remaining balance on the First Lender Loan, or (iii) such other amount approved in writing by the City in its sole and absolute discretion in order to prevent substantial hardship to the Owner;

(2) The refinanced First Lender Loan is a fully amortized fixed rate loan, is fully documented, has a term not exceeding thirty (30) years, and requires no balloon payments;

(3) If the remaining balance of the original First Lender Loan exceeds ninety percent (90%) of the Moderate Income Housing Cost, then the refinanced First Lender Loan reduces the Owner's principal and interest payments; and

(4) The total new housing cost to the Owner after the refinance does not exceed the Owner's ability to pay, as reasonably determined by City.

(c) Subordinate loans, including second or junior loans and equity lines of credit, are not permitted except as expressly approved by the City in writing. The City shall permit only those subordinate loans that conform to all of the following:

(1) Following the addition of the subordinate loan (calculated assuming a maximum permitted draw on any equity line of credit), the principal amount of all debt secured by the Home shall not exceed the greater of, (i) seventy-five percent (75%) of the Moderate Income Housing Cost, (ii) the remaining balance on the First Lender Loan, or (iii) such other amount approved in writing by the City in its sole and absolute discretion in order to prevent substantial hardship to the Owner; and

(2) The total new housing cost to the Owner does not exceed the Owner's ability to pay, as reasonably determined by City.

ARTICLE 5. DEFAULT AND REMEDIES

Section 5.1 Defaults. The following events shall constitute a default ("Default") by the Owner under this Agreement:

- (a) Any material misrepresentation by the Owner has occurred to obtain the benefits of purchase of the Home or in connection with any of Owner's obligations under this Agreement;
- (b) The Owner fails to occupy the Home as required under Section 3.2, and such failure continues uncured sixty (60) days following written notice by the City;
- (c) The Owner rents or leases the Home in violation of Section 3.3 above;
- (d) The Owner fails to provide information to the City required under this Agreement necessary to determine the Owner's compliance with the Agreement;
- (e) The Owner makes any Transfer in violation of this Agreement, including any refinancing of the First Lender Loan, Additional Financing, if any, and any other lien, mortgage or deed of trust in violation of Section 4.7;
- (f) A notice of default is issued under the First Lender Loan or other financing secured by the Home;
- (g) A lien is recorded against the Home other than as a result of a Transfer approved by the City, and the Owner fails to discharge the lien within thirty (30) days of its recordation; provided, however, that nothing herein requires the Owner to pay any claims for labor, materials or services which the Owner in good faith disputes and is diligently contesting provided that the Owner shall, within thirty (30) days after the filing of any claim of lien, record in the Official Records, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien;
- (h) The Owner commits any violation of the City Note or City Deed of Trust not otherwise specified in this Section, subject to any notice and cure provision in such document;
- (i) The Owner declares bankruptcy or makes an assignment of assets for the benefit of creditors; and
- (j) The Owner otherwise commits a material breach of this Agreement, and such breach remains uncured thirty (30) days following written notice by the City, provided that, if the breach cannot reasonably be cured within thirty (30) days, the Owner shall commence a cure within thirty (30) days, and shall effectuate a cure as soon as reasonably practicable thereafter.

Section 5.2 Payment of Excess Sales Proceeds. The Owner acknowledges and agrees to execute the City Note and the City Deed of Trust, and to pay any Excess Sales Proceeds to the City upon Transfer of the Home. This amount shall constitute a debt of the Owner to the City, further evidenced by the City Note and secured by the City Deed of Trust. The Owner acknowledges that the City shall have no obligation to cause termination of this Agreement or reconveyance of the City Deed of Trust until any Excess Sales Proceeds are paid to the City. The City shall use any such proceeds for affordable housing programs. The Owner and the City acknowledge that the formula for calculating the amount of Excess Sales Proceeds due from the

Owner to the City is intended to cause the Owner to receive the same or fewer net sales proceeds from the Sale of the Home at an unrestricted price to a market purchaser (in violation of this Agreement) as the Owner would receive from the sale of the Home at a Moderate Income Housing Cost.

Section 5.3 Remedies. Upon a Default, the City may exercise every remedy available at law, in equity, or under this Agreement (no such remedy being exclusive of any other available remedy), including by declaring Excess Sales Proceeds immediately due and payable, and, without further demand, accelerating payments due under the City Note and exercise the City's power of sale under the City Deed of Trust.

ARTICLE 6. NOTICE OF DEFAULT AND FORECLOSURE

Section 6.1 Request for Notice. A request for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Home shall be recorded by the City in the Official Records. The City may declare a Default under this Agreement upon receipt of any notice given to the City pursuant to Civil Code Section 2924b, and may exercise its rights as provided in Article 5.

Section 6.2 City Cure and Redemption Rights. In the event of default and foreclosure, the City shall have the same right as the Owner to cure defaults and redeem the Home prior to the foreclosure sale. Nothing herein shall be construed as creating any obligation of the City to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

Section 6.3 Restriction on Foreclosure Proceeds. If a creditor acquires title to the Home through deed in lieu of foreclosure, a trustee's deed upon sale, or otherwise, the Owner shall not be entitled to proceeds of sale to the extent that such proceeds otherwise payable to the Owner when added to the proceeds paid or credited to the creditor exceed a Moderate Income Housing Cost. The Owner shall instruct the holder of such excess proceeds to pay such proceeds to the City in consideration of the benefits received by the Owner through purchase of the Home under this Agreement.

ARTICLE 7. CITY NONLIABILITY AND OWNER'S INDEMNITY

Section 7.1 Nonliability for Negligence, Loss, or Damage. The Owner acknowledges and agrees that the relationship between the Owner and the City is solely that of an owner and an administrator of a City housing program, and that the City does not undertake or assume any responsibility for, or duty to, the Owner, to select, review, inspect, supervise, pass judgment on, or inform the Owner of the quality, adequacy, or suitability of the Home or any other matter. The City owes no duty of care to protect Owner against negligent, faulty, inadequate, or defective building or construction or any condition of the Home, and Owner agrees that neither Owner, or Owner's heirs, successors, or assigns, shall ever claim or have or assert any right or action against the City for any loss, damage, or other matter arising out of, or resulting from, any condition of the Home, and will hold the City harmless from any liability, loss, or damage for these things.

Section 7.2 Indemnity. Owner agrees to defend, indemnify, and hold the City harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys' fees that the City may incur as a direct or indirect consequence of, (i) any Default by the Owner, (ii) the failure at any time of any of Owner's representations to the City to be true and correct, or (iii) Owner's purchase, ownership, use, or possession of the Home.

Section 7.3 Owner agrees on behalf of itself and its heirs, successors, and assigns, that the provisions of Section 7.1 and 7.2 above shall survive the expiration or termination of this Agreement.

ARTICLE 8. MISCELLANEOUS PROVISIONS

Section 8.1 Term of Agreement. All the provisions of this Agreement, including the benefits and burdens, run with the land and the Home and this Agreement shall bind, and the benefit hereof shall inure to, the Owner, his or her heirs, legal representatives, executors, successors in interest and assigns, and to the City and its successors for a term of fifty-five (55) years commencing on the date of recordation of this Agreement, or the date of Transfer of the Home to the City or another purchaser in compliance with this Agreement (including execution by the purchaser of a new resale restriction and option to purchase agreement for the benefit of the City). At the expiration of the Term and release of this Agreement, Owner shall no longer be subject to the affordability requirements included in this Agreement. Subject to Section 4.6(c), if the Owner sells the Home in accordance with this Agreement, upon the buyer's execution and recordation of a promissory note, deed of trust, and buyer's occupancy and resale restriction with right of first refusal substantially similar to this Agreement, the City shall cause a completed and executed Form of Release to be recorded against the Home to release the Owner from this Agreement and the City Deed of Trust, and the Owner shall, thereafter, have no further liability under the City Note.

Section 8.2 Nondiscrimination. The Owner covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, gender or gender identification, sex, sexual orientation, family or marital status, ancestry, veteran status, or national origin in the sale, transfer, use, occupancy, tenure or enjoyment of the Home, nor shall the Owner or any person claiming under or through the Owner establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Home. The foregoing covenant shall run with the land.

Section 8.3 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 8.4 Controlling Law and Venue. The terms of this Agreement shall be construed according to the laws of the State of California, and venue for any legal action arising out of or pertaining to this Agreement shall be in San Mateo County, California.

Section 8.5 No Waiver. No delay or omission in the exercise of any right or remedy of the City upon any Default by the Owner shall be construed as a waiver of such right, or of a continuing waiver in the case of future Defaults.

Section 8.6 Notices. Wherever this Agreement requires any notice from either party, the notice shall be sent by personal delivery, certified mail, return receipt requested, or express delivery service with a delivery receipt, and shall be deemed effective as of the date received or the date delivery was refused as indicated in a return receipt. Unless otherwise provided by either party by written notice to the other party, notice to the Owner shall be to the address of the Home, and notice to the City shall be to the attention of the City Manager to the then current address of City Hall.

Section 8.7 Covenants Running with the Land.

(a) Owner hereby subjects the Home to the covenants and restrictions set forth in this Agreement. Owner hereby declares his or her express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land for the term of this Agreement, and shall pass to and be binding upon all parties having any interest in the Home throughout the term of this Agreement. Each and every contract, deed, lease or other instrument covering, conveying or otherwise transferring the Home or any interest therein, as the case may be, shall conclusively be held to have been executed, delivered and accepted subject to this Agreement regardless of whether the other party or parties to such contract have actual knowledge of this Agreement.

(b) The Owner and the City hereby declare their understanding and intent that,

(1) The covenants and restrictions contained in this Agreement shall be construed as covenants running with the land pursuant to Civil Code Section 1468, and not as conditions which might result in forfeiture of title by Owner;

(2) The burden of the covenants and restrictions set forth in this Agreement touch and concern the Home in that the Owner's legal interest in the Home may be rendered less valuable thereby; and

(3) The benefit of the covenants and restrictions set forth in this Agreement touch and concern the land by enhancing and increasing the enjoyment and use of the Home by eligible purchasers, the intended beneficiaries of such covenants and restrictions.

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

Section 8.8 Owner's Acknowledgment of Resale Restriction. Owner hereby acknowledges and agrees that:

(a) Owner hereby subjects the Home to certain restrictions, and limits the price for which Owner may sell the Home and the persons to whom Owner may sell the Home. The resale price limitation, and other provisions contained in this Agreement, restrict the full benefits of owning the Home. Owner may not enjoy the same economic or other benefits from owning the Home that Owner would enjoy if this Agreement did not exist.

(b) Absent the provisions of this Agreement, the Home could not be made available to eligible purchasers at a Moderate Income Housing Cost, including Owner.

(c) Owner understands all of the provisions of this Agreement. Owner accepts and agrees to the provisions of this Agreement with the understanding that this Agreement will remain in full force and effect as to the Home following any Transfer of the Home throughout the term of this Agreement.

(d) OWNER UNDERSTANDS THAT THE DETERMINATION OF THE MAXIMUM RESTRICTED RESALE PRICE OF THE HOME TO AN ELIGIBLE PURCHASER CAN BE MADE ONLY AT THE TIME OF THE PROPOSED TRANSFER, TAKING INTO CONSIDERATION INCREASES IN AREA MEDIAN INCOME AND OTHER FACTORS THAT CANNOT BE ACCURATELY PREDICTED AND THAT THE SALES PRICE PERMITTED HEREUNDER MAY NOT INCREASE OR DECREASE IN THE SAME MANNER AS OTHER SIMILAR REAL PROPERTY WHICH IS NOT ENCUMBERED BY THIS AGREEMENT. OWNER FURTHER ACKNOWLEDGES THAT AT ALL TIMES IN SETTING THE SALES PRICE OF THE HOME THE PRIMARY OBJECTIVE OF THE CITY AND THIS AGREEMENT IS TO PROVIDE HOUSING TO ELIGIBLE PURCHASERS AT AN AFFORDABLE HOUSING COST.

THE MAXIMUM RESTRICTED RESALE PRICE WILL ALMOST CERTAINLY BE LESS THAN OTHER SIMILAR PROPERTIES THAT HAVE NO RESTRICTIONS.

[Signatures to Follow]

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

CITY:

CITY OF MENLO PARK,
a municipal corporation

By: _____
Name: _____
City Manager

[Signature Must Be Notarized]

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

OWNER:

By: _____
Name: _____

By: _____
Name: _____

[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.

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

EXHIBIT B
CITY NOTE

EXHIBIT C
CITY DEED OF TRUST

EXHIBIT E
PROMISSORY NOTE

[See Attached]

NOTICE TO OWNER: THIS DOCUMENT CONTAINS PROVISIONS RESTRICTING
RESALES AND ASSUMPTIONS.

PROMISSORY NOTE
SECURED BY DEED OF TRUST

(City of Menlo Park Ownership BMR Unit)

Menlo Park, California

Excess Sales Proceeds

[DATE]

FOR VALUE RECEIVED, the undersigned owner of the Home,
_____ (the "Owner"), promises to pay the City of Menlo Park, a California
municipal corporation (the "City"), at 701 Laurel Street, Menlo Park, California 94025, Attn:
Housing Division, or such other place as the City may designate in writing, any amounts due the
City as Excess Sales Proceeds pursuant to the Resale Restriction Agreement.

1. Purpose of Note. Owner is purchasing the Home located at
_____ in the City of Menlo Park pursuant to the City of Menlo
Park's below market rate housing program, which provides for the purchase of homes by
moderate income households at affordable prices. Because the purchase price has been restricted
to a moderate income housing cost, the Owner is required and has agreed to execute a Resale
Restriction Agreement which restricts the price of the Home upon resale and which requires the
Owner to pay any Excess Sales Proceeds at resale to the City. In addition, the Resale Restriction
Agreement prohibits the Owner from renting or leasing the Home. This promissory note (the
"Note") evidences the obligation of the Owner to pay any Excess Sales Proceeds to the City.

2. Definitions. The terms set forth in this section shall have the following meanings
in this Note.

- (a) "City" shall have the meaning set forth in the opening paragraph hereof.
- (b) "Deed of Trust" shall have the meaning set forth in Section 4 hereof.
- (c) "Excess Sales Proceeds" shall have the meaning set forth in the Resale
Restriction Agreement.
- (d) "Home" shall mean the dwelling and the real property, on which the
dwelling is located, which secure the Deed of Trust.
- (e) "Note" shall have the meaning set forth in Section 1 hereof.
- (f) "Owner" shall have the meaning set forth in the opening paragraph hereof.

(g) "Resale Restriction Agreement" shall mean the Buyer's Occupancy And Resale Restriction Agreement With Right of First Refusal executed by the Owner and the City and recorded on _____, in the official records of San Mateo County as Instrument No. _____, in connection with the Owner's purchase of the Home.

(h) "Term" shall mean the term of this Note, which shall be the same as the term of the Resale Restriction Agreement, as set forth in Section 8.1 of the Resale Restriction Agreement.

(i) "Transfer" shall have the meaning set forth in the Resale Restriction Agreement.

3. Payments. In the event any Excess Sales Proceeds become due and payable under the Resale Restriction Agreement, such amounts shall be immediately due and payable hereunder. Failure to declare such amounts due shall not constitute a waiver on the part of the City to declare them due in the event of a subsequent Transfer.

4. Security. This Note is secured by a deed of trust dated the same date as this Note, executed by the Owner and City and recorded on _____, in the official records of San Mateo County as Instrument No. _____ (the "Deed of Trust").

5. Due on Transfer. Any amounts due under this Note shall be due and payable in full on the date of any Transfer of the Home.

6. Default and Acceleration. The Owner shall be in default under this Note if he or she is in default under the Resale Restriction Agreement. Upon the occurrence of a default under this Note, the full amount of any Excess Sales Proceeds due under the Resale Agreement shall be immediately due and payable.

7. Nondiscrimination. The Owner covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, gender or gender identification, sex, sexual orientation, family or marital status, ancestry, veteran status, or national origin in the sale, transfer, use, occupancy, tenure or enjoyment of the Home, nor shall the Owner or any person claiming under or through the Owner establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Home.

8. Indemnity. Owner agrees to defend, indemnify, and hold City and its employees, agents, officers, and council members harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorney's fees that the City may incur as a direct or indirect consequence of Owner's failure to perform any obligations as and when required by this Note, the Deed of Trust, or the Resale Restriction Agreement.

9. No Waiver by City. Any failure by the City to pursue its legal and equitable remedies upon default shall not constitute a waiver of the City's right to declare a default and exercise all of its rights under this Note, the Resale Restriction Agreement, and the Deed of Trust. Nor shall acceptance by the City of any payment provided for herein constitute a waiver of the City's right to require prompt payment of any remaining payments owed.

10. Attorney's Fees and Costs. Owner agrees that if any amounts due under this Note are not paid when due, to pay in addition to principal and accrued interest, all costs and expenses of collection and reasonable attorney fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

11. Joint and Several Obligations. This Note is the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

12. No Offset. Owner hereby waives any rights of offset it now has or may hereafter have against City, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

13. Waiver. Owner and any endorsers or guarantors of this Note, for themselves, their heirs, legal representatives, successors and assigns, respectively, severally waive diligence, presentment, protest, and demand, and notice of protest, notice of dishonor and notice of non-payment of this Note, and expressly waive any rights to be released by reason of any extension of time or change in terms of payment, or change, alteration or release of any security given for the payments hereof, and expressly waive the right to plead any and all statutes of limitations as a defense to any demand on this Note or agreement to pay the same, and jointly and severally agree to pay all costs of collection when incurred, including reasonable attorneys' fees.

14. Notices. All notices required in this Note shall be sent by certified mail, return receipt requested, or express delivery service with a delivery receipt, or personally delivered with a delivery receipt obtained and shall be deemed to be effective as of the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the notice was returned as undeliverable as follows:

To the Owner:

At the address of the Home.

To the City:

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Attn: Housing Division

The parties may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section.

15. Controlling Law. This Note shall be construed in accordance with and be governed by the laws of the State of California.

16. Assignment by City. The City may assign its right to receive the proceeds under this Note to any person and upon notice to the Owner by the City all payments shall be made to the assignee.

17. Severability. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

18. Entire Agreement. This Note (along with the Resale Restriction Agreement and Deed of Trust) sets forth the entire understanding and agreement of the City and the Owner and any amendment, alteration or interpretation of this Note must be in writing signed by both the City and the Owner.

OWNER:

EXHIBIT F
DEED OF TRUST

[See Attached]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Attn: Housing Division

APN: _____

Exempt From Recording Fee Per _____ *(Space above for Recorder's Use)*
Government Code Section 27383 and Building Homes & Jobs Trust Fund Fee Per Government
Code Section 27388.1(a)(2)(D)

DEED OF TRUST
AND SECURITY AGREEMENT
([Insert Property Address])

THIS DEED OF TRUST AND SECURITY AGREEMENT (this "Deed of Trust") made
as of _____, 20__, among the trustor, _____
_____ (the "Owner"), whose address is
_____, and _____
_____ (the "Trustee"), and the City of Menlo Park, a California municipal
corporation (the "City") as Beneficiary.

The Owner, in consideration of the promises herein recited and the trust herein created,
irrevocably grants, transfers, conveys and assigns to the Trustee, in trust, with power of sale, the
property located in San Mateo County, State of California, described in the attached Exhibit A
and more commonly known as: _____
_____ Menlo Park, California (the "Property").

TOGETHER with all the improvements now or hereafter erected on the Property, and all
easements, rights, appurtenances, and all fixtures now or hereafter attached to the Property, all of
which, including replacements and additions thereto, shall be deemed to be and remain a part of
the Property covered by this Deed of Trust; and

TOGETHER with all articles of personal property or fixtures now or hereafter attached to
or used in and about the building or buildings now erected or hereafter to be erected on the
Property which are necessary to the complete and comfortable use and occupancy of such
building or buildings for the purposes for which they were or are to be erected, including all
other goods and chattels and personal property as are ever used or furnished in operating a
building, or the activities conducted therein, similar to the one herein described and referred to,
and all renewals or replacements thereof or articles in substitution therefore, whether or not the

same are, or shall be attached to said building or buildings in any manner; and all of the foregoing, together with the Property, is herein referred to as the "Security";

To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever;

TO SECURE to the City the performance of the covenants and agreements of Owner contained in that certain Buyer's Occupancy And Resale Restriction Agreement With Right of First Refusal executed by and between the Owner and the City of even date herewith (the "Resale Agreement");

TO SECURE to the City the payment of Excess Sales Proceeds (as defined in the Resale Agreement) and Excess Rental Proceeds (as defined in the Resale Agreement) that may become due by Owner to City, which payment obligation is further evidenced by a promissory note executed by the Owner to the City dated of even date herewith (the "Note"); and

TO SECURE the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Owner herein contained.

OWNER AND CITY COVENANT AND AGREE AS FOLLOWS:

1. Owner's Estate. That Owner is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Security, that other than this Deed of Trust, the Security is encumbered only by [*amend as necessary to include subordinate acquisition loans*]: (a) that deed of trust executed by Owner in connection with a loan made to Owner by _____ (the "First Lender"), securing a promissory note executed by Owner in favor of the First Lender ("First Lender Note"), to assist in the purchase of the Property; and (b) the Resale Agreement. Owner agrees to warrant and defend generally the title to the Security against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring the City's interest in the Security. (As used in this Deed of Trust, the term "First Lender" shall include all successors and assigns of the First Lender.)

2. Payment of Excess Sales Proceeds and/or Excess Rental Proceeds. Owner will promptly pay to the City, when and if due pursuant to the Resale Agreement, the Excess Sales Proceeds (as defined in the Resale Agreement) and the Excess Rental Proceeds (as defined in the Resale Agreement).

3. Resale Agreement. Owner will observe and perform all of the covenants and agreements of the Resale Agreement, the Note, and this Deed of Trust.

4. Charges; Liens. Owner will pay all taxes, assessments and other charges, fines and impositions attributable to the Security which may attain a priority over this Deed of Trust, by Owner making any payment, when due, directly to the payee thereof. Upon request by the City, Owner will promptly furnish to the City all notices of amounts due under this paragraph.

In the event Owner makes payment directly, Owner will promptly discharge any lien which has priority over this Deed of Trust; provided, that Owner will not be required to discharge the lien of the deed of trust securing the First Lender Note (the "First Lender Deed of Trust") [*insert any other superior deeds of trust*], or any other lien described in this paragraph, so long as Owner will agree in writing to the payment of the obligation secured by such lien in a manner acceptable to the City, or will, in good faith, contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Security or any part thereof.

5. Hazard Insurance. Owner will keep the Security insured by a standard all risk property insurance policy equal to the replacement value of the Security (adjusted every five (5) years by appraisal, if requested by the City). If the Security is located in a flood plain, Owner shall also obtain flood insurance.

The insurance carrier providing this insurance shall be licensed to do business in the State of California and be chosen by Owner subject to approval by the City.

All insurance policies and renewals thereof will be in a form acceptable to the City and will include a standard mortgagee clause with standard lender's endorsement in favor of the holder of the First Lender Note [*insert any other holder of a note secured by a superior deed of trust in the Property*] and the City as their interests may appear and in a form acceptable to the City. The City shall have the right to hold, or cause its designated agent to hold, the policies and renewals thereof, and Owner shall promptly furnish to the City, or its designated agent, the original insurance policies or certificates of insurance, all renewal notices and all receipts of paid premiums. In the event of loss, Owner will give prompt notice to the insurance carrier and the City or its designated agent. The City, or its designated agent, may make proof of loss if not made promptly by Owner. The City shall receive thirty (30) days advance notice of cancellation of any insurance policies required under this Section 5.

Unless the City and Owner otherwise agree in writing, insurance proceeds, subject to the rights of the First Lender, will be applied to restoration or repair of the Security damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds will be used to repay any amounts due under the Resale Agreement, with the excess, if any, paid to Owner. If the Security is abandoned by Owner, or if Owner fails to respond to the City, or its designated agent, within thirty (30) days from the date notice is mailed by either of them to Owner that the insurance carrier offers to settle a claim for insurance benefits, the City, or its designated agent, is authorized to collect and apply the insurance proceeds at the City's option either to restoration or repair of the Security or to pay amounts due under the Resale Agreement.

If the Security is acquired by the City, all right, title and interest of Owner in and to any insurance policy and in and to the proceeds thereof resulting from damage to the Security prior to the sale or acquisition will pass to the City to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition, subject to the rights of the First Lender.

6. Preservation and Maintenance of Security. Owner will keep the Security in good repair and in a neat, clean, and orderly condition and will not commit waste or permit impairment or deterioration of the Security. If there arises a condition in contravention of this Section 6, and if the Owner has not cured such condition within thirty (30) days after receiving a notice of such a condition from the City, then in addition to any other rights available to the City, the City shall have the right (but not the obligation) to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Security to recover its cost of curing.

7. Protection of the City's Security. If Owner fails to perform the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced which materially affects the City's interest in the Security, including, but not limited to, default under the First Lender Deed of Trust, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then the City, at the City's option, upon notice to Owner, may make such appearances, disburse such sums and take such action as it determines necessary to protect the City's interest, including but not limited to, disbursement of reasonable attorney's fees and entry upon the Security to make repairs.

Any amounts disbursed by the City pursuant to this paragraph, with interest thereon, will become an indebtedness of Owner secured by this Deed of Trust. Unless Owner and City agree to other terms of payment, such amount will be payable upon notice from the City to Owner requesting payment thereof, and will bear interest from the date of disbursement at the lesser of (i) ten percent (10%); or (ii) the highest rate permissible under applicable law. Nothing contained in this paragraph will require the City to incur any expense or take any action hereunder. Notwithstanding anything to the contrary, the original principal amount shall bear no interest, and the only interest payable will be interest incurred as a result of the application of this Section 7.

8. Inspection. The City may make or cause to be made reasonable entries upon and inspections of the Security; provided that the City will give Owner reasonable notice of inspection.

9. Forbearance by the City Not a Waiver. Any forbearance by the City in exercising any right or remedy will not be a waiver of the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the City will not be a waiver of the City's right to require payment of any amounts secured by this Deed of Trust.

10. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the City and Owner subject to the provisions of this Deed of Trust.

12. Joint and Several Liability. All covenants and agreements of Owner shall be joint and several.

13. Notice. Except for any notice required under applicable law to be given in another manner, wherever this Deed of Trust requires any notice from either party, the notice shall be sent by certified mail, return receipt requested, or express delivery service with a delivery receipt, and shall be deemed effective as of the date received or the date delivery was refused as indicated in a return receipt. Unless otherwise provided by either party by written notice to the other party, notice to the Owner shall be to the address of the Property, and notice to the City shall be to the attention of the City Manager to the then current address of City Hall.

14. Governing Law. This Deed of Trust shall be governed by the laws of the State of California.

15. Severability. In the event that any provision or clause of this Deed of Trust or the Resale Agreement conflicts with applicable law, such conflict will not affect other provisions of this Deed of Trust or the Resale Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Resale Agreement are declared to be severable.

16. Captions. The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

17. Nondiscrimination. The Owner covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, gender or gender identification, sex, sexual orientation, family or marital status, ancestry, veteran status, or national origin in the sale, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Owner or any person claiming under or through the Owner establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Security. The foregoing covenant shall run with the land.

18. Nonliability for Negligence, Loss, or Damage. Owner acknowledges, understands and agrees that the relationship between Owner and City is solely that of an owner and an administrator of a City affordable housing program, and that City neither undertakes nor assumes any responsibility for or duty to Owner to select, review, inspect, supervise, pass judgment on, or inform Owner of the quality, adequacy or suitability of the Security or any other matter. City owes no duty of care to protect Owner against negligent, faulty, inadequate or defective building or construction or any condition of the Security and Owner agrees that neither Owner, or Owner's heirs, successors or assigns shall ever claim, have or assert any right or action against City for any loss, damage or other matter arising out of or resulting from any condition of the Security and will hold City harmless from any liability, loss or damage for these things.

19. Indemnity. Owner agrees to defend, indemnify, and hold City harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorney's fees that City may incur as a direct or indirect consequence of:

(a) Owner's failure to perform any obligations as and when required by the Resale Agreement and this Deed of Trust; or

(b) the failure at any time of any of Owner's representations or warranties to be true and correct.

20. Acceleration; Remedies. Upon Owner's breach of any covenant or agreement of Owner in this Deed of Trust, including, but not limited to, the covenants to pay, when due, any sums secured by this Deed of Trust, the City, prior to acceleration, will mail by express delivery, return receipt requested notice to Owner specifying: (a) the breach; (b) the action required to cure such breach; (c) a date, not less than thirty (30) days from the date the notice is received by Owner as shown on the return receipt, by which such breach is to be cured; and (d) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust, a declaration of default under this Deed of Trust and sale of the Security. The notice will also inform Owner of Owner's right to reinstate after acceleration or declaration of default and the right to bring a court action to assert the nonexistence of default or any other defense of Owner to acceleration and sale. If the breach is not cured on or before the date specified in the notice, the City, at the City's option, may: (1) declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by California law; and (2) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding the continuance in possession of the Security, the City shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any uncured breach, including the right to: (A) exercise the power of sale; (B) commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; (C) deliver to Trustee a written declaration of default and demand for sale, pursuant to the provisions for notice of sale found at California Civil Code Sections 2924, et seq., as amended from time to time; or (D) exercise all other rights and remedies provided herein, in the instruments by which the Owner acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law.

The City shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees.

21. Owner's Right to Reinstate. Notwithstanding the City's acceleration of the sums secured by this Deed of Trust, Owner will have the right to have any proceedings begun by the City to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Security pursuant to the power of sale contained in this Deed of Trust or at any time prior to

entry of a judgment enforcing this Deed of Trust if: (a) Owner pays City all sums which would be then due under this Deed of Trust and no acceleration under this Deed of Trust or the Resale Agreement has occurred; (b) Owner cures all breaches of any other covenants or agreements of Owner contained in the Resale Agreement or this Deed of Trust; (c) Owner pays all reasonable expenses incurred by City and Trustee in enforcing the covenants and agreements of Owner contained in the Resale Agreement, or this Deed of Trust, and in enforcing the City's and Trustee's remedies, including, but not limited to, reasonable attorney's fees; and (d) Owner takes such action as City may reasonably require to assure that the lien of this Deed of Trust, City's interest in the Security and Owner's obligation to comply with the Resale Agreement secured by this Deed of Trust and to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Owner, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

22. Due on Transfer of the Property. Upon a Transfer (as defined in the Resale Agreement) of the Property or any interest in it, the City shall require immediate payment in full of all sums secured by this Deed of Trust.

23. Reconveyance. Upon performance of all obligations of the Resale Agreement and expiration of its term and upon payment of all sums secured by this Deed of Trust, the City will request Trustee to reconvey the Security and will surrender this Deed of Trust and the Resale Agreement to Trustee. Trustee will reconvey the Security without warranty and without charge to the person or persons legally entitled thereto. Such person or persons will pay all costs of recordation, if any.

24. Substitute Trustee. The City, at the City's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee will succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

25. Superiority of First Lender Documents. *[Revise as necessary to include any other superior deeds of trust.]* Notwithstanding any provision herein, this Deed of Trust shall not diminish or affect the rights of the First Lender under the First Lender Deed of Trust or any subsequent First Lender deeds of trust hereafter recorded against the Security in compliance with the requirements of Section 4.7 of the Resale Agreement.

Notwithstanding any other provision hereof, the provisions of this Deed of Trust shall be subordinate to the lien of the First Lender Deed of Trust and shall not impair the rights of the First Lender, or such lender's assignee or successor in interest, to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by the Owner. Such remedies under the First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Deed of Trust shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter; provided, however, if the holder of such First Lender Deed of Trust acquired title to the Property pursuant to a deed or assignment in lieu of foreclosure and notice of default was recorded against the Property in connection therewith, this Deed of Trust shall automatically terminate upon such acquisition of title,

provided that: (a) the City has been given written notice of default under such First Lender Deed of Trust with a sixty (60)-day cure period, and (b) the City shall not have cured or commenced to cure the default within such sixty (60)-day period or commenced to cure and given its firm commitment to complete the cure in form and substance acceptable to the First Lender.

26. Request for Notice. Owner requests that copies of the notice of default and notice of sale be sent to the City in the manner set forth in Section 13, above.

IN WITNESS WHEREOF, Owner has executed this Deed of Trust as of the date first written above.

Owner

Owner

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 Home

The land is situated in the State of California, County of San Mateo, City of Healdsburg, and is described as follows:

[Insert Legal Description Here.]

APN: _____

Exhibit “E”

Pro Forma Partial Release

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Menlo Park)
701 Laurel Street)
Menlo Park, CA 94025)
Attention: City Clerk)
)

Space Above This Line for Recorder's Use Only
Exempt from recording fee per Gov. Code § 27383

APN:

**PARTIAL RELEASE OF PROJECT WIDE
AFFORDABLE HOUSING AGREEMENT**

THIS PARTIAL RELEASE OF PROJECT WIDE AFFORDABLE HOUSING AGREEMENT ("**Partial Release Agreement**") is made and entered into as of _____, 20__, by the CITY OF MENLO PARK, a California municipal corporation ("**City**") in favor of LPGS Menlo, LLC, a Delaware limited liability company ("**Project Wide Developer**") and its successors and assigns with reference to the following:

RECITALS

A. Pursuant to that certain Project Wide Affordable Housing Agreement executed by Project Wide Developer and City, recorded on _____, 20__, as Instrument No. _____ in the Official Records of the Office of the San Mateo County Recorder (the "Instrument"), the City imposed certain covenants, conditions and/or restrictions upon the real property described therein, a portion of which is more particularly described in Exhibit A attached hereto (the "**Released Property**").

B. As provided in [Section 5 / Section 16] of the Instrument, the City has agreed to release a portion of the real property from the Instrument.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and Project Wide Developer hereby agree that the covenants, conditions and restrictions contained in the Instrument as they relate only to the Released Property are hereby unconditionally and irrevocably released as to the Released Property.

IN WITNESS WHEREOF, the undersigned have entered into this Partial Release Agreement to be effective as of the date first above written.

[Signatures on following page]

CITY:

CITY OF MENLO PARK, a California
municipal corporation,

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DEVELOPER:

LPGS MENLO, LLC, a Delaware limited
liability company

By:

Its:

EXHIBIT A

LEGAL DESCRIPTION OF RELEASED PROPERTY

APN:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Sacramento }

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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Sacramento }

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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Exhibit “F”

	Total Units	Market Rate Units	Affordable Units
R1 Parcel	300	255	45
R2 Parcel	300	255	45
R3 Parcel	154	0	154
TH1 Parcels	19	16	3
TH2 Parcel	27	23	4
Total	800	549	251

Exhibit “G”

Pro Forma Assignment and Assumption Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Menlo Park
Attn: City Clerk
701 Laurel Street
Menlo Park, CA 94025

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**ASSIGNMENT AND ASSUMPTION OF PARKLINE PROJECT WIDE AFFORDABLE
HOUSING AGREEMENT**

(Parkline Master Plan Project)

THIS ASSIGNMENT AND ASSUMPTION OF PARKLINE PROJECT WIDE AFFORDABLE HOUSING AGREEMENT ("**Assignment**") is entered into as of the _____ day of _____, 20____ (the "**Assignment Date**") by and among LPGS MENLO, LLC, a Delaware limited liability company ("**Assignor**"), _____ ("**Assignee**"), and the City of Menlo Park, a California municipal corporation ("**City**") (each individually a "**Party**" and collectively the "**Parties**").

RECITALS

A. Assignor and the City have entered into that certain Parkline Project Wide Affordable Housing Agreement dated as of _____, 20____ which was recorded in the Official Records of the Office of the San Mateo County Recorder ("**Official Records**") on _____, 20____ as Instrument No. _____ ("**Affordable Housing Agreement**").

B. Assignor is the fee owner and holder of a long-term ground lease of the real property located within the City of Menlo Park, County of San Mateo, State of California, as further described in Exhibit A attached hereto and incorporated herein by reference which constitutes the "**Property**" as defined in the Affordable Housing Agreement and is the "**Project Wide Developer**" as defined in the Affordable Housing Agreement.

C. Assignor desires to transfer its interest in the Property to Assignee concurrently with execution of this Assignment, and Assignee desires to so acquire such interest in the Property from Assignor.

E. Assignor now desires to assign its interests, rights, duties and obligations under the Affordable Housing Agreement to Assignee, and Assignee desires to assume such interests, rights, duties and obligations from Assignor.

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

The introductory paragraph, the Recitals, and all defined terms set forth therein are hereby incorporated into this Assignment as if hereinafter fully and completely rewritten.

1. Defined Terms. Capitalized terms not otherwise defined in this Assignment are as defined in the Affordable Housing Agreement.

2. Assignment and Assumption of Interest. Assignor hereby transfers, assigns and conveys to Assignee, all of Assignor's right, title and interest in and to, and the obligations, duties, responsibilities, conditions and restrictions under, the Affordable Housing Agreement. By accepting this assignment, Assignee, for itself and its successors and assigns, hereby expressly and unconditionally accepts the foregoing assignment, assumes the Affordable Housing Agreement, and expressly agrees for the benefit of City, to pay, perform and discharge all obligations of Assignor under the Affordable Housing Agreement, to comply with all covenants and conditions of Assignor arising from or under the Affordable Housing Agreement, and to comply with all covenants, conditions, representations and warranties of Assignee under this Agreement.

3. Substitution of Assignor. Assignee hereafter shall be substituted for and replace Assignor in the Affordable Housing Agreement and thus whenever the term "**Project Wide Developer**" appears in the Affordable Housing Agreement, it shall hereafter mean Assignee.

4. Assignor and Assignee Agreements, Indemnifications and Waivers.

(a) Assignor represents and warrants as follows:

(i) Affordable Housing Agreement. The Affordable Housing Agreement is unmodified and in full force and effect, and the City has not agreed to any amendment of any provision of the Affordable Housing Agreement.

(ii) No Defaults. To the actual knowledge of Assignor, no default on the part of City, and no breach, event, or failure of condition that, with notice or lapse of time or both, would constitute a default on the part of City, exists under the Affordable Housing Agreement.

(iii) No Set-Offs. To the actual knowledge of Assignor, there are no set-offs or defenses against the enforcement of any right or remedy, or any duty or obligation, of the City or Assignor under the Affordable Housing Agreement.

(iv) Conveyance of Title. As of the Assignment Date, Assignor is conveying a long-term ground lease and fee title to the Property to Assignee.

(b) Assignee represents and warrants as follows:

(i) Assignee is [Insert name of Assignee entity].

(ii) Assignee represents and warrants that, as of the Assignment Date, Assignee:

(A) Is acquiring a long term ground lease and fee title to the Property from Assignor;

(B) Is duly organized and validly existing under the laws of the State of California;

(C) Is qualified and authorized to do business in the State of California and has duly complied with all requirements pertaining thereto; and

(D) Is in good standing and has all necessary powers under the laws of the State of California to own, lease or control property and in all other respects enter into and perform the undertakings and obligations of this.

(c) Assignee further represents and warrants:

(i) That no approvals or consents of any persons are necessary for the execution, delivery or performance of this Assignment by Assignee, except as have been obtained;

(ii) That the execution and delivery of this Assignment and the performance of the obligations of Assignee have been duly authorized by all necessary actions and approvals required;

(iii) That this Assignment is a legal, valid, and binding obligation of Assignee enforceable in accordance with its terms;

(iv) That the execution, delivery, and performance of this Assignment by the Assignee does not and will not materially conflict with, or constitute a material violation or material breach of, or constitute a default under (a) the formation agreements of the Assignee (if any), (b) any law, rule, or regulation binding upon or applicable to Assignee, or (c) any material agreements to which Assignee is a party; and

(v) That Assignee or any person or entity owning or operating the Property, has duly obtained and maintained, or will duly obtain and maintain, all licenses, permits, consents, and approvals required by all applicable governmental authorities to develop, sell, lease, own, and operate Affordable Housing Units on the Property.

(d) Assignor and Assignee each hereby waives and releases, and Assignee hereby agrees to indemnify and hold City harmless, from any and all damages, liabilities, causes of action, claims or potential claims against City (including attorneys' fees and costs) arising out of or resulting from the assignment and assumption of the Affordable Housing Agreement.

(e) Assignor acknowledges and agrees that the Affordable Housing Agreement has been fully assigned to Assignee by this Assignment and, accordingly, that Assignee shall have the exclusive right to assert any claims against City with respect to the Affordable Housing Agreement. Accordingly, without limiting any claims of Assignee

under the Affordable Housing Agreement, Assignor hereby waives any claims or potential claims by Assignor against City to the extent arising solely out of the Affordable Housing Agreement.

5. City Estoppel Provisions. The City hereby represents and warrants to the Assignor and Assignee as follows:

(a) To the extent necessary pursuant to the Affordable Housing Agreement or any document related thereto, City has approved the transfer of the Property to Assignee.

(b) The Affordable Housing Agreement is unmodified and in full force and effect, and the City has not agreed to any amendment of any provision of the Affordable Housing Agreement.

(c) To the actual knowledge of City, no default on the part of Assignor, and no breach, event, or failure of condition that, with notice or lapse of time or both, would constitute a default on the part of Assignor, exists under the Affordable Housing Agreement.

(d) To the actual knowledge of City, there are no set-offs or defenses against the enforcement of any right or remedy, or any duty or obligation, of the City or Assignor under the Affordable Housing Agreement.

6. Governing Law; Venue. This Assignment shall be interpreted and enforced 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 Assignment shall be filed and litigated exclusively in the Superior Court of San Mateo County, California.

7. Entire Agreement/Amendment. This Assignment constitutes the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior written and oral agreements with respect to the matters covered by this Assignment. This Assignment may not be amended except by an instrument in writing signed by each of the Parties.

8. Further Assurances. Each Party shall execute and deliver such other certificates, agreements and documents and take such other actions as may be reasonably required to consummate or implement the transactions contemplated by this Assignment and the Affordable Housing Agreement.

9. Benefit and Liability. Subject to the restrictions on transfer set forth in the Affordable Housing Agreement, this Assignment and all of the terms, covenants, and conditions hereof shall extend to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

10. Attorneys' Fees. In the event of any litigation pertaining to this Assignment, the losing Party shall pay the prevailing Party's litigation costs and expenses, including without limitation reasonable attorneys' fees.

11. Recordation. Assignor shall cause this Assignment to be recorded in the Official Records of San Mateo County concurrently with the conveyance of title to the Property from Assignor to Assignee, and shall promptly provide conformed copies of the recorded Assignment to City and Assignee.

12. Address for Notices. Assignee's address for notices, demands and communications under the Affordable Housing Agreement is as follows:

[Name of Assignee]
[Address]
[Address]
Attention: Executive Director

13. Captions; Interpretation. The section headings used herein are solely for convenience and shall not be used to interpret this Assignment. The Parties acknowledge that this Assignment is the product of negotiation and compromise on the part of all Parties, and the Parties agree, that since all have participated in the negotiation and drafting of this Assignment, this Assignment shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

14. Severability. If any term, provision, condition or covenant of this Assignment or its application to any Party or circumstances shall be held by a court of competent jurisdiction, to any extent, invalid or unenforceable, the remainder of this Assignment, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law unless the rights and obligations of the Parties have been materially altered or abridged thereby.

15. Counterparts. This Assignment may be executed in counterparts, each of which shall, irrespective of the date of its execution and delivery, be deemed an original, and the counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

LPGS MENLO, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

ASSIGNEE:

[INSERT NAME]

By: _____
Name:
Title:

CITY:

CITY OF MENLO PARK,
a California municipal corporation

By: _____
Name:
Title: City Manager

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 _____) SS.

On _____, before me, _____, a Notary Public in and for said State, 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(ies) 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 of Notary Public

[SEAL]

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

STATE OF CALIFORNIA)
)
COUNTY OF _____) SS.

On _____, before me, _____, a Notary Public in and for said State, 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(ies) 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 of Notary Public

[SEAL]

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STATE OF CALIFORNIA)
)
COUNTY OF _____) SS.

On _____, before me, _____, a Notary Public in and for said State, 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(ies) 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 of Notary Public

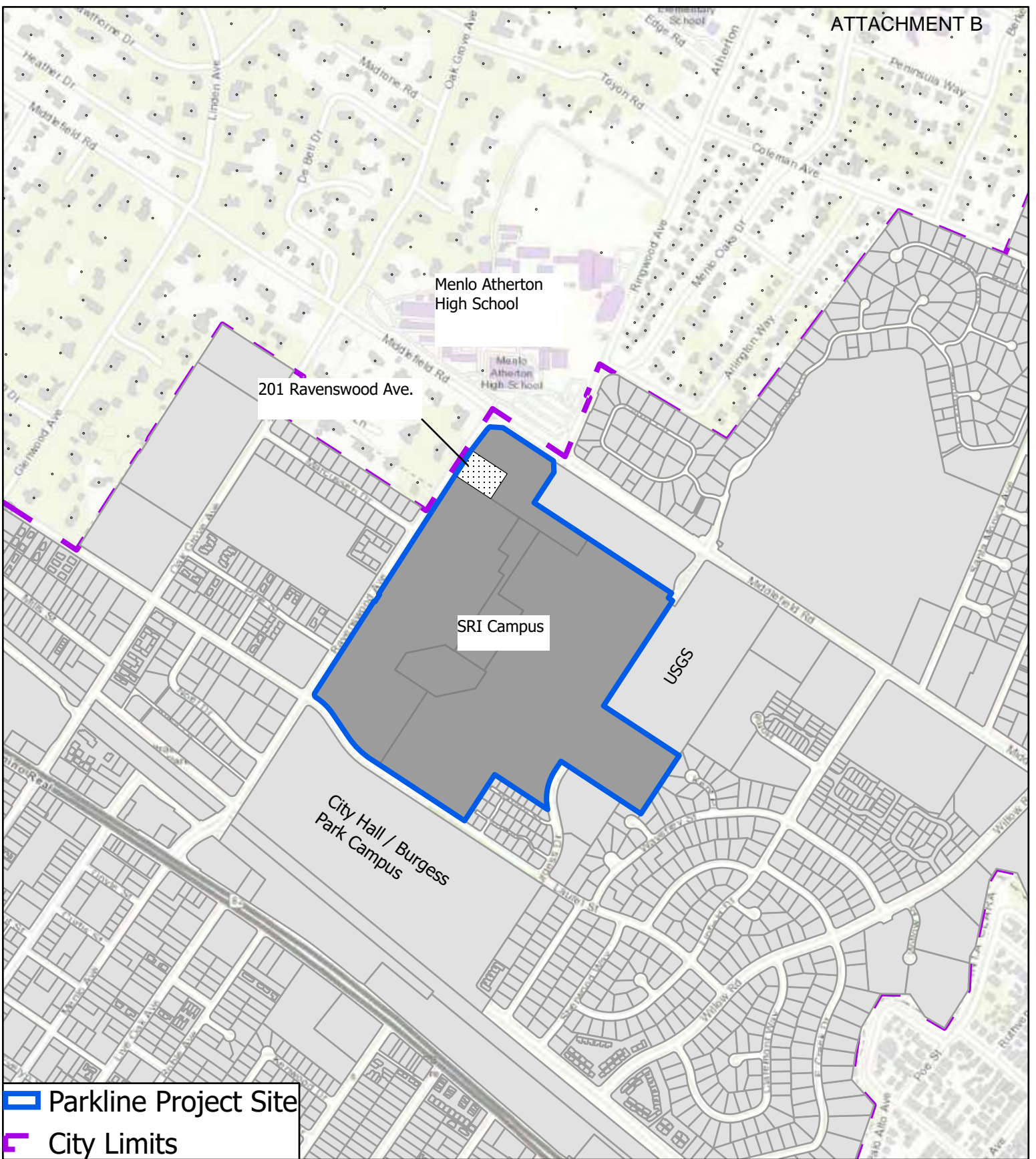
[SEAL]

EXHIBIT A

DESCRIPTION OF PROPERTY

The real property situated in the City of Menlo Park, County of San Mateo, State of California, described as follows:

APN:



CITY OF MENLO PARK

LOCATION MAP

333 RAVENSWOOD AVENUE - PARKLINE



CITY OF
MENLO PARK

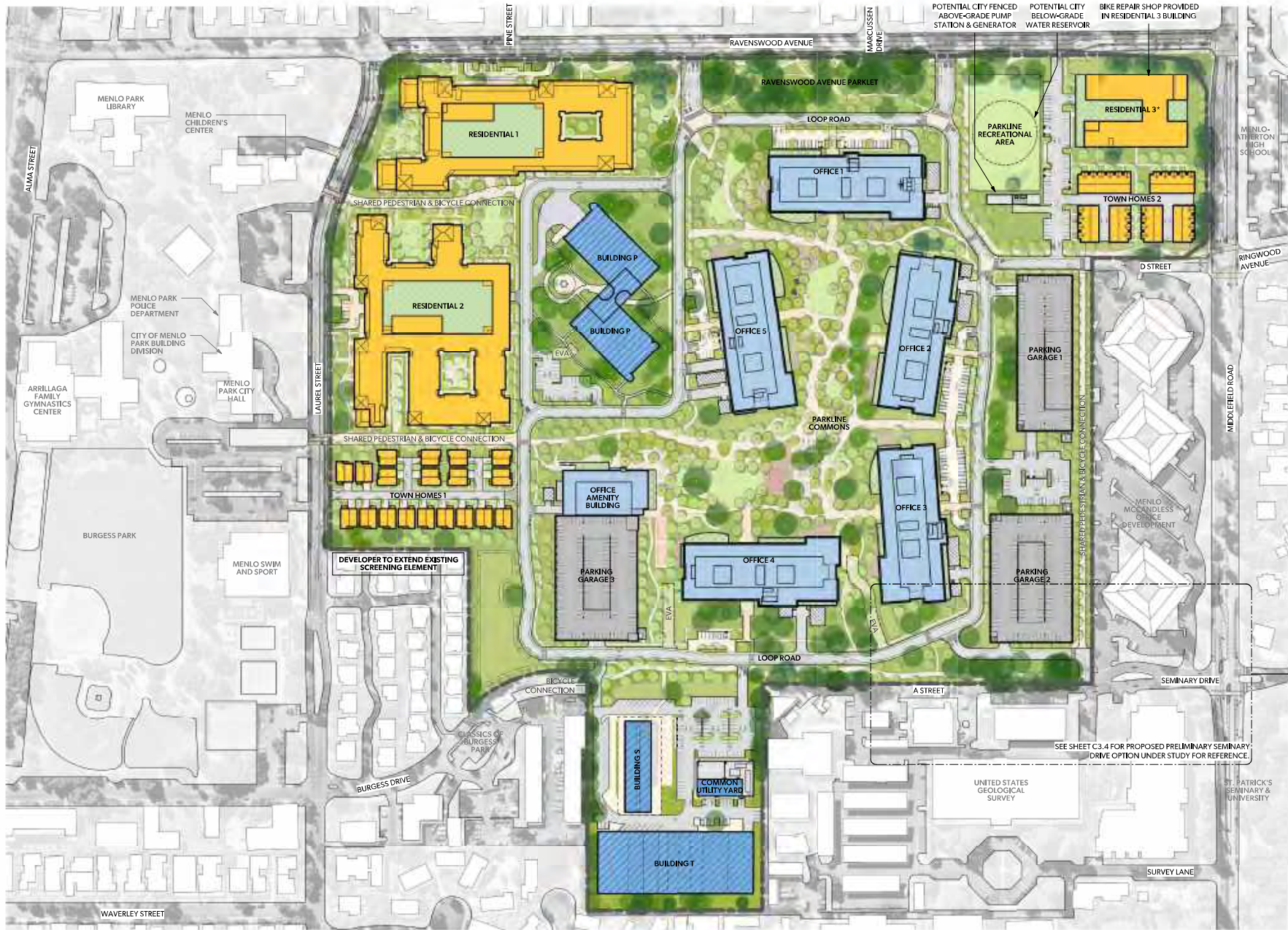
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Drawn By: CDS

Checked By: KTP

Date: 3/5/2025





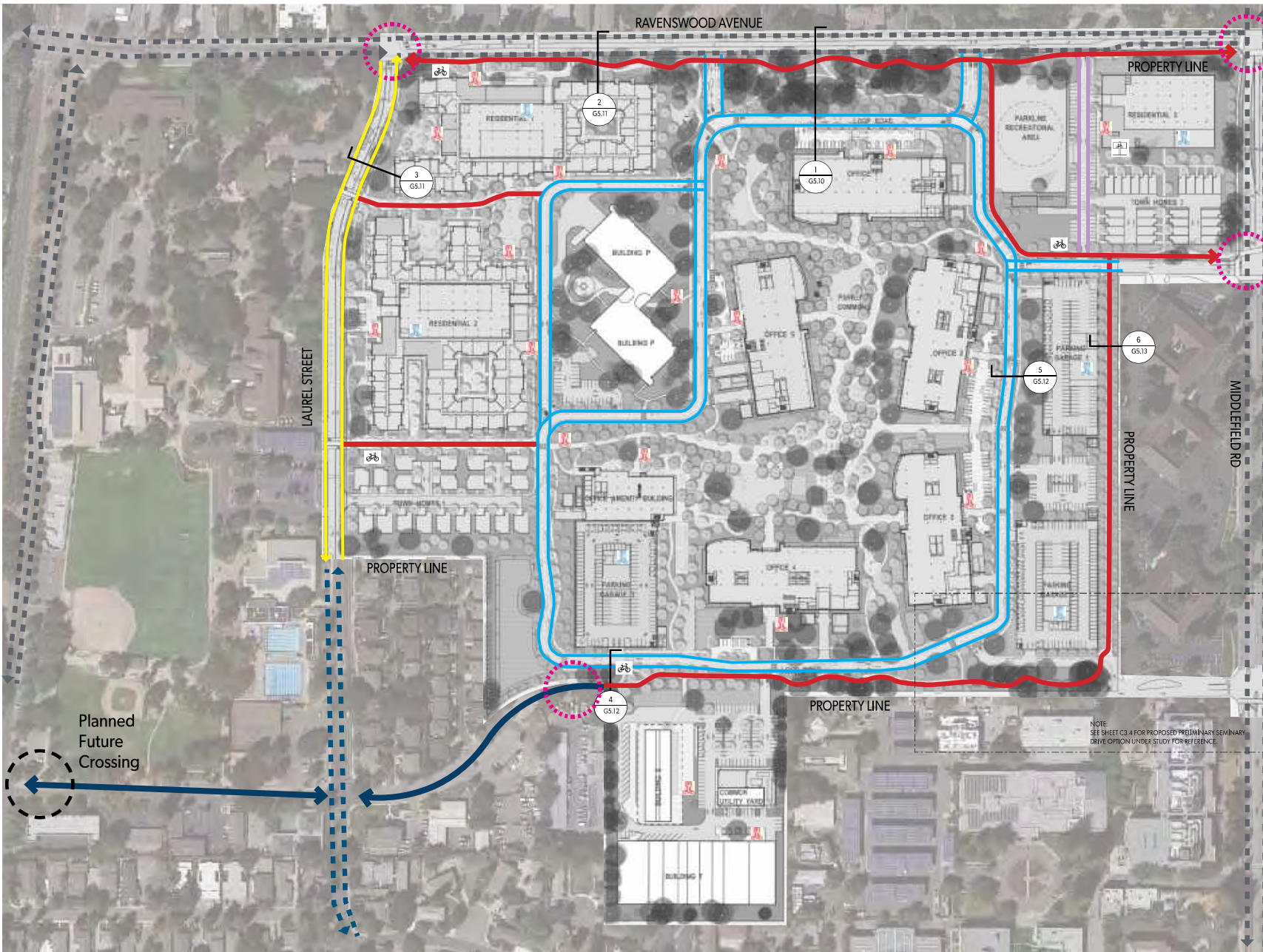
LEGEND

■	RESIDENTIAL
■	OFFICE / R&D
■	TERRACE
■	EXISTING BUILDINGS
■	PARKING GARAGE
■	UTILITY YARD
■	UTILITY & TRASH ENCLOSURE FOOTPRINT / ROOF
■	OUTDOOR PAVILION / EVENT SPACE

NOTE:
 RESIDENTIAL BUILDING R3 (RESIDENTIAL 3) WILL BE DEVELOPED SEPARATELY BY A 3RD PARTY AFFORDABLE HOUSING DEVELOPER. THE TIMING OF CONSTRUCTION IS DEPENDENT ON A VARIETY OF FACTORS THAT ARE UNKNOWN AT THIS TIME AND NOT UNDER THE APPLICANT'S CONTROL. R3 IS THEREFORE DEPICTED AS DEVELOPED UNDER PHASE 3, BUT IT COULD BE DEVELOPED AT AN EARLIER DATE.

1/31

Scale: 1" = 100'-0"



LEGEND

- PROPOSED CLASS I - SHARED USE PATH - SHARED USE PATH IS FOR BOTH PEDESTRIAN AND BICYCLE* (INTERNAL)
- PROPOSED CLASS II** (LOOP ROAD - OFFICE AND RESIDENTIAL, EXTENDS OFF-SITE ON BURGESS)
- PROPOSED CLASS III** (RESIDENTIAL 3 / RECREATION AREA)
- PROPOSED CLASS IV - SEPARATED BIKE LANE - LANE FROM RAVENSWOOD TO BURGESS PARK** (CONVERT EXISTING CLASS II BIKE LANE ON LAUREL TO CLASS IV)
- PLANNED FUTURE CROSSING - SEPARATE CITY IMPROVEMENT PROJECT (UNDER STUDY), NOT PART OF PARKLINE
- - - EXISTING CLASS II BIKE LINES
- - - EXISTING CLASS III BIKE LAKES ("SHARROW")
- ⊙ PROPOSED CONNECTION TO EXISTING BICYCLE NETWORK, UNDER STUDY

BICYCLE MAINTENANCE SERVICES



BICYCLE REPAIR STATION



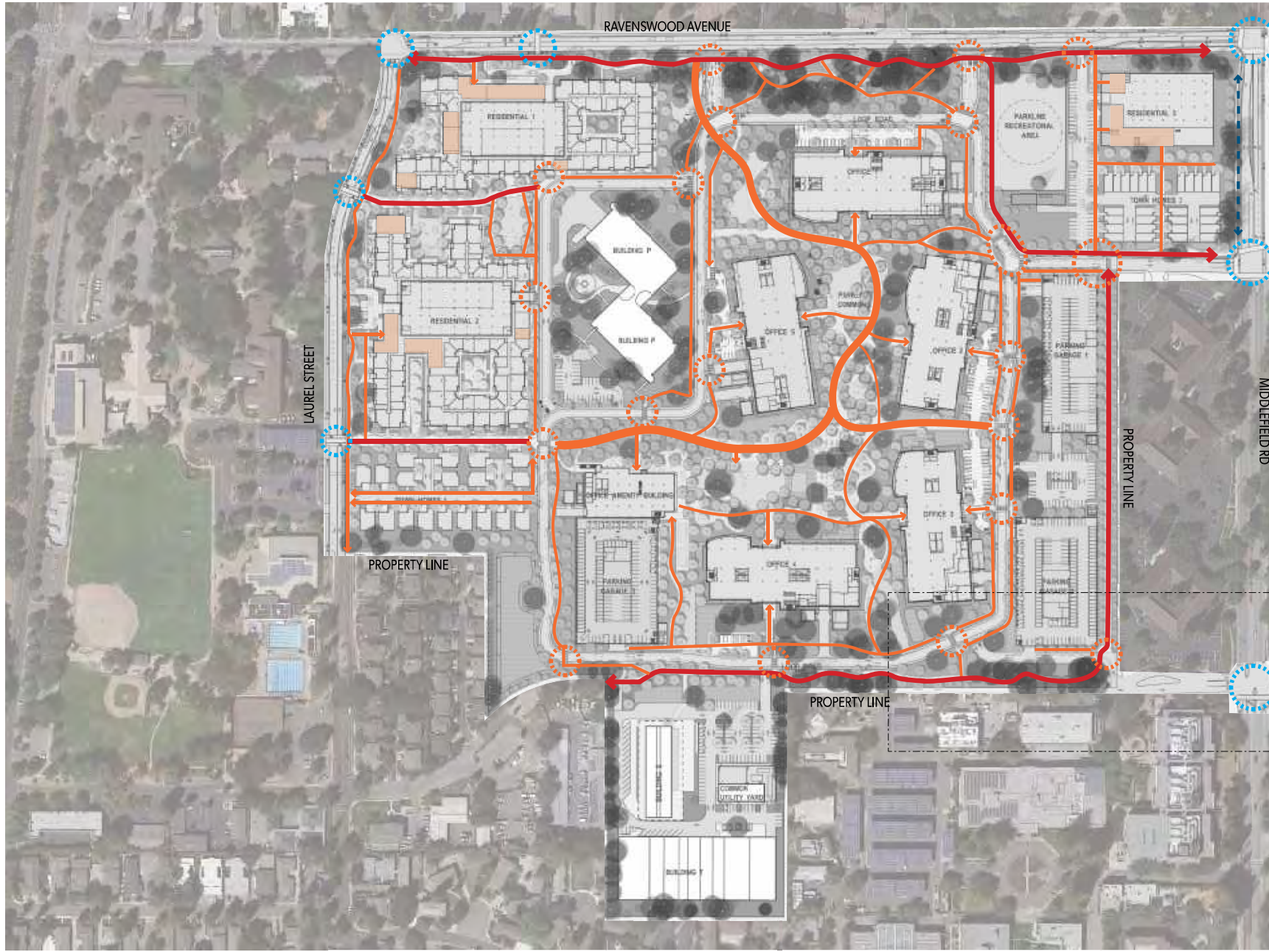
OFFICE/R&D BICYCLE PARKING:
 • 1,378,330 SF. OFFICE / 5,000 SF. = 276 BICYCLES
 • 80% OF 276 = 221 LONG TERM BICYCLE PARKING AND 55 SHORT TERM BICYCLE PARKING

LONG TERM BICYCLE PARKING

SHORT TERM BICYCLE PARKING

RESIDENTIAL BICYCLE PARKING FOR MULTI-FAMILY BUILDINGS:
 • 1.5 SPACES PER UNIT = 900 BICYCLES (R1, R2)
 • 1.25 SPACES PER UNIT = 193 BICYCLE (R3)
 • 10% OF 1093 = 110 SHORT-TERM BICYCLE PARKING AND 1093 LONG TERM BICYCLE PARKING, 1203 TOTAL SPACES

*Proposed shared use path to be pour-in-place concrete
 **Proposed class II, III and IV bicycle paths to be asphalt



- LEGEND**
- ↔ PROPOSED CLASS I - SHARED USE PATH - SHARED USE PATH IS FOR BOTH PEDESTRIAN AND BICYCLE* (INTERNAL)
 - ↔ PROPOSED PRIMARY PEDESTRIAN CIRCULATION*
 - ↔ PROPOSED SECONDARY PEDESTRIAN CIRCULATION*
 - ↔ EXISTING PEDESTRIAN CIRCULATION
 - PEDESTRIAN CROSSWALK - ON-SITE
 - PEDESTRIAN CROSSWALK - OFF-SITE
 - RESIDENTIAL BUILDING LOBBY/AMENITY
- *Proposed pedestrian and shared use path to be pour-in-place concrete

NOTE:
SEE SHEET C3.4 FOR PROPOSED PRELIMINARY SEMINARY DRIVE OPTION UNDER STUDY FOR REFERENCE.



Parkline – BMR Proposal (February 2025)



February 17, 2025

Kyle Perata, Assistant Community Development Director
 Corinna Sandmeier, Senior Planner
 City of Menlo Park
 701 Laurel Street
 Menlo Park, CA 94025

Re: Parkline – Below Market Rate Housing Proposal

Dear Kyle and Corinna:

On behalf of LPGS Menlo LLC (LPGS Menlo), we are pleased to provide this updated Below Market Rate (BMR) Housing Proposal for the Parkline Project. Parkline will transform the outdated SRI research and development park that is closed to the public into an inviting mixed-use neighborhood with a sustainable office/R&D campus, interspersed with trails and open space. We are particularly proud that the Project will contribute significantly to the City’s state housing obligations and will go a long way in helping the City address the ongoing regional housing crisis by delivering 800 new units across a range of unit types and sizes.

Over the last few years of Project design and refinement, our team has worked diligently to respond to feedback provided by City and community stakeholders which has resulted in changes to the site plan, including the delivery of substantially more housing onsite than originally proposed. Based on input received from City officials in early 2023, we significantly revised the site plan to incorporate 800 units. We were also able to successfully negotiate an option agreement to purchase the existing Christian Science Church’s property located at the northeastern corner of the site, which allowed us to further improve the site plan and achieve the increased residential density requested by City stakeholders, while distributing density across the site in a manner that is compatible with the surrounding neighborhoods. Taken all together, Parkline’s residential program will deliver significant new housing opportunities within proximity to transit, bicycle trails, and Menlo Park’s downtown.

We are very proud that, at buildout, the Project will provide up to 31% of its total units as income-restricted affordable housing – yielding over double the City’s inclusionary requirement. As further detailed below, this result is achieved through satisfying the City’s inclusionary requirement within the Parkline multifamily buildings and townhomes, along with the land dedication of a 1.63-acre site (via long-term ground lease) to a non-profit housing developer for their use in developing a 100% BMR building of up to 154 units.

Section I below provides an overview of our BMR proposal for Parkline’s townhome and multifamily units; **Section II** provides details regarding phasing, unit mix and other information responsive to Staff’s comments.

I. Townhome and Multifamily BMR Rental Units

a. Parkline BMR Units

As the City is aware, pursuant to the ground lease terms between LPGS Menlo and SRI, the tenure of all residential units within the Project are currently anticipated to be rental only. LPGS Menlo will allocate 15 percent of TH1 units (3 BMR units) and 15 percent of TH2 units (4 BMR units) as low-income rental units, distributed throughout both TH1 and TH2, thereby meeting the requirements of the City’s BMR Guidelines.¹ Similarly, each of the R1 and R2 multifamily buildings will incorporate 15 percent BMR units (90 BMR units total, 45 BMR units per 300-unit building). The unit types of the BMR units within these two buildings will be proportional with the overall unit type mix of the market rates units and will be distributed throughout each building, satisfying the City’s inclusionary housing requirements. Details regarding the unit-type and sizes of the TH1, TH2, R1 and R2 BMR units are provided below in **Table 2**. All TH1, TH2, R1 and R2 BMR units would have access to the same amenities or services provided to the market-rate units. No deviations from the City’s Guidelines are being requested.

With respect to the income mix for the Parkline BMR units in TH1, TH2, R1 and R2, we are requesting flexibility with respect to the final income mix of the BMR units so long as the units achieve an average of 80% AMI as allowed under the BMR Guidelines, subject to Section 4.1.2 of the BMR Guidelines requirement that BMR rents cannot exceed 75% of the market rate rents. The determination regarding unit types, affordability and the specific locations within each building/Project component will be made in connection with the Architectural Control Plan for each building/Project component.

Lastly, LPGS Menlo and SRI are currently discussing a potential change in their business terms that would allow for the attached and detached townhomes in TH1 and TH2 to be offered as for-sale units. Under the current Vesting Tentative Map application, LPGS Menlo has requested that the Map establish individual parcels for TH1 units and authorize a future condominium plan for the TH2 parcel, both of which would facilitate a future “for-sale” scenario for the TH1 and TH2 units. Accordingly, with respect to this BMR proposal, LGPS Menlo is requesting flexibility to accommodate the possibility of creating homeownership opportunities for the TH1 and TH2 units. In the event that LPGS Menlo is ultimately able to offer these units as for-sale units, the unit type mix and distribution would generally remain consistent with the details provided above and the City’s Guidelines. The for-sale BMR townhome units would be delivered concurrently with the for-sale market-rate townhome units (e.g., BMR units associated with TH2 would be delivered concurrently with the market rate TH2 units, and BMR units associated with TH1 would be delivered concurrently with the market rate TH1 units). If the for-sale option were to proceed, the only revision to the BMR proposal would be that TH1 and TH2 BMR units under a for-sale scenario would be made available at moderate-income households (rather than at an average 80% AMI as is the case under the rental scenario), which is consistent with the City’s standards and BMR Guidelines. The determination as to whether TH1 or TH2 units will be offered for sale will be made prior to finalization of the phased Final Map(s) for those parcels.

¹ “TH1” refers to the cluster of 19 detached townhome units adjacent to the Burgess Classics neighborhood along Laurel Street. “TH2” refers to the cluster of 27 attached townhomes adjacent to Middlefield. “R1” and “R2” refer to the two 300-unit multifamily apartment buildings located along Laurel Street and Ravenswood. “R3” refers to the parcel that will be dedicated to a non-profit affordable housing developer and is being entitled for up to 154 units.

b. Building R3 – BMR Dedication

In addition to satisfying the City’s inclusionary requirements for its market-rate housing units, LPGS Menlo will also dedicate the 1.63-acre parcel (Lot 7 on the Vesting Tentative Map) at no cost to a non-profit affordable housing developer via a long-term ground lease following recordation of the first phased Final Map and prior to issuance of the first building permit for vertical construction. The selected non-profit affordable housing developer will be responsible for constructing and operating the R3 building. LPGS Menlo will solely be responsible for dedicating the land, and for obtaining entitlements and environmental clearance under CEQA for up to 154 BMR units.

The R3 building is envisioned to deliver a family-focused community with a minimum of 25% two-bedroom and 25% three-bedroom units. It is possible that a portion of the R3 building units will also provide services to special needs populations. At this time, the anticipated affordability level is 60% AMI. It is important to emphasize that the final unit mix, program features and amenities (such as any special-needs offerings), and income level will be determined by the selected non-profit affordable housing developer. However, for CEQA and entitlement purposes, the anticipated unit count and unit type mix of R3 is provided in **Table 3** below.

II. Parkline BMR Housing Proposal Summary

This section provides a summary of our overall BMR proposal, including details responsive to numerous comments provided by staff on earlier versions of this proposal. **Table 1** below provides a summary of the anticipated sequencing and phasing of Parkline’s BMR units. **Tables 2** through **4** below provide a summary of the number of units, unit type mixes, and unit square footages of both the market rate and BMR units. Lastly, **Table 5** provides a summary of the BMR proposal per building/Project component.

Table 1: Summary of Parkline BMR Proposal and Phasing

Phase	Parkline Construction Scope	BMR Component
Phase 1a	R1 Multifamily Rental Building	45 BMR Rental Units
	R2 Multifamily Rental Building	45 BMR Rental Units
Phase 1b	Site Preparation	Delivery of 7 BMR townhomes
	Construct TH 1 Detached Market Rate & BMR Townhomes	Land dedication of 1.63 acres for development of up to 154 BMR rental units to be constructed by Non-Profit Housing Developer. Dedication to occur following recordation of first phased Final Map and prior to issuance of first building permit for vertical construction.
	Construct TH 2 Attached Market Rate & BMR Townhomes Dedicate R3 Parcel to Non-Profit Housing Developer for development of up to 154 units	
Total	800 Total Units	Up to 251 BMR Units

Table 2: Parkline Market Rate and BMR Unit Types (Not Incl. R3 Dedication)

Unit Types (No R3) ¹	Area (SF)	Total Units	Percent of Total Project	Total BMR Units	Percent of Total BMR Units within Project
Studio/1Bath	550-650	46	7.1%	7	7.2%
1Bedroom/1Bath	700-900	253	39.2%	38	39.18%
2Bedroom/2Bath	1,000-1,250	257	39.8%	39	40.21%
3Bedroom/2Bath	1,300-1,450	44	6.8%	6	6.2%
4Bedroom/3Bath (TH2, Attached)	2,000-2,500	27	4.2%	4	4.1%
4Bedroom/3Bath (TH 1, Detached)	2,500-3,000	19	2.9%	3	3.1%
Total Units		646		97	

¹4Bedroom/3Bath unit types are limited to TH1 and TH2; all other unit types shown in this table are within R1 and R2. BMR units would be distributed within each building/Project component and would include proportional unit types based on the unit type mix of that building/Project component. Final unit types and sizes will be determined during the Architectural Control process for each building/Project component.

Table 3: Anticipated BMR Unit Types in Building R3 (Land Dedication)¹

Unit Types	Area (SF)	Total Units	Percentage of Dwelling Units
1Bedroom/1Bath	500-600	70	45.5%
2Bedroom/1Bath	800-850	42	27.3%
3Bedroom/2Bath	1,000 – 1,200	42	27.3%
Total Units	178,000	154	100%

¹The final unit and income mix of the BMR units in the R3 building will be determined by the non-profit affordable housing developer after dedication.

Table 4: Summary of All Parkline Residential Units (Including R3 Dedication)

Unit Types (With R3)	Area (SF)	Total Units	Percent of Total Project	Total BMR Units	Percent of Total BMR Units within Project
Studio/1Bath	550-650	46	5.7%	7	2.79%
1Bedroom/1Bath	700-900	323	40.3%	108	43.03%
2Bedroom/2Bath	1,000-1,250	299	37.3%	81	32.30%
3Bedroom/2Bath	1,300-1,450	86	10.7%	48	19.12%
4Bedroom/3Bath (TH2, Attached)	2,000-2,500	27	3.4%	4	1.6%
4Bedroom/3Bath (TH 1, Detached)	2,500-3,000	19	2.3%	3	1.2%
Total Units		800		251	

Table 5: Summary of Parkline BMR Units Per Building/Project Component

Parkline Building	Phase	BMR Proposal	
R1 Building (Multifamily)	Phase 1a	<ul style="list-style-type: none"> - Total Number of Units: 300 - Proposed market rate units: 255 - Total number of BMR units: 45 - Unit square footages: 550-1,450 sf - BMR Unit Types: See Table 2 above - Affordability level: Average 80% AMI, subject to BMR Guidelines Section 4.1.2 	
R2 Building (Multifamily)	Phase 1a	<ul style="list-style-type: none"> - Total Number of Units: 300 - Proposed market rate units: 255 - Total number of BMR units: 45 - Unit square footages: 550-1,450 sf - BMR Unit Types: See Table 2 above - Affordability level: Average 80% AMI, subject to BMR Guidelines Section 4.1.2 	
R3 Building (100% BMR, Dedicated)	Dedication at Phase 1a	<ul style="list-style-type: none"> - Total Number of Units: 154 - Proposed market rate units: 0 - Total number of BMR units: 154 - Unit square footages: 500-1,200 sf - Unit Types: See Table 3 above - Anticipated Affordability level: 60% of AMI 	
TH 1 (19 Detached Townhomes)	Phase 1b	<ul style="list-style-type: none"> - Total Number of Units: 19 - Proposed market rate units: 16 - Total number of BMR units: 3 - Unit square footages: 2,000-3,000 sf - Unit Types: 4Bedroom/3Bath - Affordability level: Average 80% AMI, subject to BMR Guidelines Section 4.1.2 	
TH 2 (27 Attached Townhomes)	Phase 1b	<ul style="list-style-type: none"> - Total Number of Units: 27 - Proposed market rate units: 23 - Total number of BMR units: 4 - Unit square footages: 2,000-3,000 sf - Unit Types: 4Bedroom/3Bath - Affordability level: Average 80% AMI, subject to BMR Guidelines Section 4.1.2 	
Total		800 Total Units (Market Rate + BMR)	251 BMR Units (31.3% of Total Units)

Please note that this BMR proposal is not intended to establish a strict phasing schedule for the Parkline project. LPGS Menlo reserves the right to (1) reverse sequence of R1 and R2 (i.e., start construction of R2 before R1), and (2) accelerate the construction of TH1 and/or TH2 such that construction could commence before R1 and R2. Regardless of specific phasing, the BMR proposal would yield concurrent delivery of BMR units to meet the 15% requirement per building/Project component. Phasing and milestones will also be addressed as part of the ongoing Development Agreement negotiations.

* * *

Thank you for your time and attention reviewing our updated BMR Housing Proposal. We look forward to further discussions and continuing to work with the City on this exciting Project. Please let us know of any further questions or comments.

Sincerely,



Mark Murray
Principal, Lane Partners
On behalf of LPGS Menlo LLC

cc: Justin Murphy, City Manager
Nira Doherty, City Attorney
Mary Wagner, Assistant City Attorney
Mike Biddle, Assistant City Attorney



STAFF REPORT

Housing Commission

Meeting Date:

3/5/2025

Staff Report Number:

25-004-HC

Regular Business:

Review and recommend that the City Council accept the 2024 Housing Element Annual Progress Report

Recommendation

Staff recommends that the Housing Commission review and recommend that the City Council accept the 2024 Housing Element Annual Progress Report (APR). The APR is included as Attachment A.

Policy Issues

California Government Code Section 65400(a)(2) requires the preparation and submittal of an APR to the state Department of Housing and Community Development (HCD) and the Governor's Office of Land Use and Climate Innovation (LCI) (formerly Governor's Office of Planning and Research) The APR documents past housing-related activities and may identify the timing of upcoming activities, but does not authorize the implementation of new or modified programs, or the expenditure of funds.

Background

Every city and county in California is required to prepare an annual report on the status and progress of implementing the jurisdiction's adopted housing element for the 2023-2031 planning period (also referred to as the 6th Cycle) (Attachment A) using forms and definitions adopted by HCD. The APR is due by April 1 each year and documents the status of housing-related activities from the previous calendar year. This year's report evaluates the progress of implementation programs and housing development applications and production for the period between January 1, 2024 and December 31, 2024, which was the second year of the 6th Cycle.

Analysis

This staff report highlights key accomplishments from 2024. More detailed information on the status of implementation programs and housing production from last year is provided in the APR. The APR is a document that reflects the past year's housing-related efforts; it is not intended to establish current or future work priorities for staff. The timing of future work on Housing Element implementation programs is identified in the Housing Element and was established with its adoption and certification.

HCD produces and manages the APR form used by all California jurisdictions, and limits the fields within the form that City staff is able to complete and modify. Customization, formatting, and scaling of the APR tables is restricted and may produce less-than-ideal results in how Attachment A appears when printed and/or displayed in PDF format. Data from previous years is also automatically populated into certain fields, which limits the ability of staff to organize projects listed in Table A2 of Attachment A in chronological order from entitlements to occupancy.

Program implementation accomplishments and milestones

The following sections outline key activities and accomplishments during the 2024 APR reporting period.

Housing Element programs

Below are highlighted efforts implementing Housing Element programs during 2024:¹

- *Program H1.E (Work with Non-Profits on Housing)* requires, in part, that the City evaluate funding Habitat for Humanity's Homeownership Preservation Program in the Belle Haven neighborhood, providing housing rehabilitations valued at \$40,000 to \$75,000 per home, with a goal of assisting 20 very low-income homeowners (*Program H2.C (Assist in Implementing Housing Rehabilitation Programs)*). The City continues to partner with Habitat for Humanity and Rebuilding Together Peninsula (RTP) on home rehabilitation programs that were funded through the City's 2022 Notice of Funding Availability (NOFA) cycle. In 2024, Habitat for Humanity received 22 inquiries for its home rehabilitation program and had three qualified applicants move forward into the scoping phase, while RTP completed five home rehab projects totaling \$61,489.73, achieving more than 60% of RTP's eight-residence goal in the City..
- *Program H2.E (Anti-Displacement Strategy)* requires the City to develop an anti-displacement strategy for the City, particularly in the Belle Haven neighborhood. Initial implementation of the program began in 2024. Community meetings were held in both English and Spanish at the Belle Haven Community Center in November 2024 to help prioritize various community-suggested anti-displacement strategies. Approximately 12 persons attended both meetings. The feedback is being reviewed and staff will continue to advance the anti-displacement strategy in 2025 with the launch of a survey. The City submitted for a Transit-Oriented Communities grant to help assist with implementation of the anti-displacement strategy.
- *Program H3.F (Work with the U.S. Department of Veterans Affairs on Homeless Issues)* seeks to coordinate with Veterans Affairs (VA) to address the needs of veterans experiencing homelessness, particularly with regard to developing housing for affected veterans. In September 2024, the City Council approved a \$2 million loan using BMR NOFA funds toward a 62-unit project (including two managers' units) serving veterans, including formerly homeless veterans, and their families earning between 30% and 50% of the area median income (AMI). The project broke ground in February 2025.
- *Program H4.G (Prioritize Affordable Housing on City-Owned Parking Lots Downtown)* commits to the development of at least 345 affordable housing units on a combination of City-owned parking lots in downtown Menlo Park. In August 2024, the City Council reviewed a feasibility study and directed staff to proceed with exploring development on Parking Plazas 1, 2, and 3, located north of Santa Cruz Avenue. The three parking lots could accommodate more than 345 units using the existing zoning provisions on the three sites. City staff and the City Council conducted public outreach, held multiple public meetings, and considered public feedback regarding the potential for development on the sites through the end of 2024. In Jan. 2025, the City Council authorized release of a Request for Qualifications (RFQ) for the three identified parking lots, with responses due at the end of March 2025.
- *Program H4.U (Federally-Owned Sites and School Sites)* seeks to facilitate residential development on sites owned by the federal government and Ravenswood City School District to achieve new affordable housing units in Menlo Park. In addition to work on the VA site described in program H3.F above, the City processed a proposal for an 88-unit, 100% affordable housing development at 320 Sheridan Drive, formerly the Flood School site, which is owned by the Ravenswood City School District. On November 19, 2024, the City Council approved a \$1 million commitment for the affordable housing project. In January 2025, the Planning Commission approved the project, which was appealed and will be reviewed

¹ For a complete discussion of the progress on Housing Element programs during 2024 see APR Table D.

by the City Council in March 2025.

- *Program H5.B (Undertake Community Outreach When Implementing Housing Element Programs)* is intended to foster coordination with housing advocacy groups, neighborhood groups, and the community in building public understanding and support for housing-related programs and issues. During 2024, the City conducted its first Housing Resource Fair in Belle Haven, and attended other events like the Belle Haven Resource Fair and Love Our Earth Festival to promote knowledge about local housing programs and options. The City also created a brochure to increase awareness and information of housing-related programs.
- *Program H6.C (Air Conditioning or Cooling Alternatives)* requires the City to ensure healthy indoor environments for housing, particularly in mitigating the effects of heat during warmer months. At the end of 2024, Menlo Park's Home Upgrade program completed 19 home energy assessments with seven signed participation agreements for Belle Haven homeowners to receive energy efficiency and electrification upgrades including heat pumps. Additionally, the City promoted Peninsula Clean Energy's heat pump rebate available to all single family and multifamily property owners. The City continued exploring local code amendments to encourage the installation of high-efficiency heat pumps, ceiling fans, air exchangers, and increased insulation.

Housing production

As part of the HCD 2024 statewide determination summary (Attachment B), Menlo Park is one of only 47 jurisdictions in California that met its proportionally allocated lower income (very low- and low-) and above moderate-income Regional Housing Needs Allocation (RHNA) for the previous reporting period. This compliance means that Menlo Park is not currently subject to SB 423, the Streamlined Ministerial Approval Process, which is an extension and expansion of the previous SB 35 streamlining legislation. SB 423 would otherwise require ministerial approval for certain types of housing when a jurisdiction fails to meet its RHNA goals. The City also stands among the few jurisdictions that have consistently produced sufficient amounts of housing annually to meet its targets since housing streamlining legislation first became effective in 2018.

In 2024, the City issued building permits for 176 new dwelling units², which is an increase in the number of units compared to the 65 units that received building permits in 2023, the first year of the 6th Cycle, although not a direct comparison given the recent change in unit-counting methodology. The increase in housing production last year can be attributed to various factors, but among the most likely reasons are:

- The advancement of MidPen's 62-unit development (Oak Gardens) at the VA campus for veterans who are homeless or at risk of imminent homelessness. The project received relevant City permits in 2024 and groundbreaking occurred in early 2025;
- The continued development of accessory dwelling units (ADUs) throughout the community, both as part of new construction and through additions and renovations of existing homes and accessory buildings;
- Growing awareness and interest in SB 9, which is state legislation that allows for residential lot splits and duplexes on single-family lots, with two developments and a total of four units permitted in 2024; and
- The updated APR unit reporting methodology described in footnote 2 of this report.

Some large projects that received entitlements in previous years have not received building permits, such

² HCD recently modified the instructions used to count units in the APR. Previously, the City reported net new units, meaning the number of new units developed on a site minus the number of units demolished on the site. However, the APR instructions now advise jurisdictions to report all units, not just net-new units. Demolitions that were associated with construction of new units are also reported in column 30 of Table A2. As a result, replacement housing on single-family lots now counts towards the City's housing production in the APR.

as Willow Village (1,730 units) and Menlo Flats (158 units), and those projects would contribute to future APR years as they are issued building permits. Other significant projects, such as the Parkline development on the SRI site (up to 800 units), the Ravenswood School District affordable housing development at 320 Sheridan Drive (88 units, approved but currently under appeal), are continuing to advance through the entitlements process and would appear in future APRs if approved. Other large projects, such as 3705 Haven Avenue (112 units), approved in February 2025, and 123 Independence Drive (432 units), which has applied for demolition and grading permits, would also be counted towards future APRs upon receiving building permits.

Despite the uncertainties in the broader housing market in recent years, the city continued to see record growth in accessory dwelling unit (ADU) building permits, with 68 ADUs permitted in 2024. ADUs provide more housing options within a community and can be affordable units, but they are not deed-restricted affordable units. The increase in ADUs is approximately eight percent above the 2023 total (63 net new ADUs), which was the previous record. The 131 total ADUs produced in 2023 and 2024 exceeds the 85 ADUs projected throughout the entire 2023-2031 planning period to help meet the City’s RHNA. The continued growth in ADUs across the city is likely because of increased awareness of state laws intended to streamline the ADU approval process by relaxing applicable zoning requirements and removing discretionary review requirements in most cases. The City recently implemented a pre-approved ADU plan process where design professionals can submit standardized ADU plans that are reviewed by the City for compliance with certain building codes and planning regulations. Pre-approved plans can reduce the time and costs associated with designing and permitting an ADU, and may lead to additional ADU development during the Housing Element cycle.

As shown in Table 1 below, Menlo Park has achieved approximately 35.7% of its total 6th Cycle RHNA. At the end of 2024, the income category with the highest percentage of units receiving a building permit was the above moderate level, with approximately 55.9% complete, and the income category with the lowest percentage of permitted units was the very low income affordability level with approximately 15.9% complete.³

Table 1: 6 th Cycle RHNA (2023-2031) Progress (Net New Units)					
	Very Low	Low	Moderate	Above Moderate	Total New Housing Units
6 th Cycle RHNA Allocation	740	426	496	1,284	2,946
2024 New Units	81	31	26	38	176
Total New Units (June 2022-Dec. 2024)	118	99	116	718	1,051
Percent Complete	15.9%	23.2%	23.4%	55.9%	35.7%
Remaining RHNA Units	622	327	380	566	1,895

The City will continue to focus on Housing Element programs intended to support existing households and housing units, while also increasing housing production to meet its requirement of 2,946 units, including

³ HCD allows Bay Area jurisdictions to use an ADU affordability methodology produced by the Association of Bay Area Governments (ABAG), which assumes the following affordability levels for ADUs in a given APR year: 30 percent very low-income, 30 percent low-income, 30 percent moderate-income, and 10 percent above moderate-income.

1,662 units of affordable housing across different income categories, through 2031.

Next steps

In 2025, the City will continue implementation of the programs developed for the Housing Element. There are a number of programs, including enhancing education and outreach (H5.B and H5.C), modifications to the BMR Guidelines (H4.B), and evaluation of an amnesty program for ADUs (H2.D), that are identified in the Housing Element to be initiated this year. Based on prior feedback from community members, Housing Commission, and City Council, Program H4.G, affordable housing development on City-owned sites, and an anti-displacement strategy outlined in Program H2.E, are among the top priorities in the Housing Element and will continue to be the focus of the City's priorities, subject to any additional City Council direction.

Impact on City Resources

There are no impacts on City resources aside from staff time spent preparing the APR. Implementation of certain housing programs may have impacts on staffing resources and require funding to implement, which would be considered as part of the City's annual budget process.

Environmental Review

The Housing Element APR is not considered a project under the California Environmental Quality Act (CEQA). Implementation of individual housing programs may be subject to CEQA, and would be evaluated on a case-by-case basis.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. 2024 Housing Element Annual Progress Report
- B. Hyperlink - SB 423 Streamlined Ministerial Approval Process (SMAP) Statewide Determination:
<https://www.hcd.ca.gov/sites/default/files/docs/planning-and-community/sb423-determination-summary.pdf>

Report prepared by:
Tom Smith, Principal Planner

Report reviewed by:
Tim Wong, Housing Manager

Jurisdiction	Menlo Park	
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	60
	Non-Deed Restricted	21
Low	Deed Restricted	0
	Non-Deed Restricted	31
Moderate	Deed Restricted	0
	Non-Deed Restricted	26
Above Moderate		38
Total Units		176

Note: Units serving extremely low-income households are included in the very low-income

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	12	57	29
2 to 4 units per structure	2	0	0
5+ units per structure	8	62	0
Accessory Dwelling Unit	1	57	39
Mobile/Manufactured Home	0	0	0
Total	23	176	68

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	95	176
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	25
Number of Proposed Units in All Applications Received:	701
Total Housing Units Approved:	36
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
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	2	2
SB 9 (2021) - Residential Lot Split	2	4
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	# of	Units
Ministerial	19	26
Discretionary	6	675

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
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	69
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Menlo Park
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 Bc Applic		
1				2	3	4	5							6	7	8	9	10	
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?
Summary Row: Start Data Entry Below							0	2	133	7	0	1	558	701	36	0			
	71231110	595 HOBART STREET		PLN2024-00013	SFD	O	3/7/2024							2	2	2		NONE	No
	71394280	316 PRINCETON ROAD		PLN2024-00022	SFD	O	6/10/2024						1	1	2	2		NONE	No
	71362040	1460 BAY LAUREL DRIVE		PLN2024-00017	SFD	O	5/20/2024			1				1	2	2		NONE	No
	71212040	1401 SANTA CRUZ AVENUE		PLN2024-00024	SFD	O	7/5/2024		1					1	2	2		NONE	No
	71241010	801 HERMOSA WAY		PLN2024-00030	SFD	O	7/17/2024		1					1	2	2		NONE	No
	71405170	854 CAMBRIDGE AVENUE		BLD2024-00051	SFD	O	1/8/2024							1	1	1		NONE	No
	71405170	854 CAMBRIDGE AVENUE		BLD2024-00052	ADU	R	1/8/2024							1	1	1		NONE	No
	62370200	98 BEACON STREET		BLD2024-00075	ADU	R	1/9/2024							1	1	1		NONE	No
	62272560	260 SANTA MARGARITA AVENUE		BLD2024-00341	SFD	O	2/5/2024							1	1	1		NONE	No
	71231320	725 HOBART STREET		BLD2024-00357	SFD	O	2/6/2024							2	2	2		NONE	No
	71093290	1360 CRANE STREET		BLD2024-00442	ADU	R	2/15/2024							1	1	1		NONE	No
	71411400	752 COLLEGE AVENUE		BLD2024-00764	SFD	O	3/19/2024			1				1	2	2		NONE	No
	71173180	765 MAGNOLIA STREET		BLD2024-01033	SFD	O	4/15/2024			1				1	2	2		NONE	No
	71213250	1012 COTTON STREET		BLD2024-01108	ADU	R	4/23/2024							1	1	1		NONE	No
	71342040	1140 BAY LAUREL DRIVE		BLD2024-01115	SFD	O	4/24/2024			1				1	2	2		NONE	No

Jurisdiction	Menlo Park
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 Bc Applic	
1				2	3	4	5								6	7	8	9	10
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?
	71021100	1211 ELDER AVENUE		BLD2024-01260	SFD	O	5/8/2024				1			1	2	2		NONE	No
	71012220	1130 ORANGE AVENUE		BLD2024-01337	ADU	R	5/14/2024							1	1	1		NONE	No
	71392010	490 YALE ROAD		BLD2024-01554	SFD	O	6/6/2024							1	1	1		NONE	No
	71052140	1275 HERMOSA WAY		BLD2024-01688	SFD	O	6/18/2024				1			1	2	2		NONE	No
	71350120	1265 BAY LAUREL DRIVE		BLD2024-01978	SFD	O	7/15/2024							1	1	1		NONE	No
	63142040	2160 MENALTO AVENUE		BLD2024-02051	SFD	O	7/22/2024							1	1	1		NONE	No
	71370380	360 SAN MATEO DRIVE		BLD2024-02124	SFD	O	7/30/2024				1			1	2	2		NONE	No
	71364140	1481 MIDDLE AVENUE		BLD2024-02312	SFD	O	8/16/2024							1	1	1		NONE	No
	61326020	178 FELTON DRIVE		BLD2024-02371	ADU	R	8/22/2024							1	1	1		NONE	No
	62423040	80 WILLOW ROAD	WILLOW PARK	PLN2023-00049	MH	R	5/24/2024				133			532	665	0		NONE	No
															0				
															0				
															0				
															0				
															0				
															0				
															0				
															0				

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							0	0	1	0	0	0	22		23
	71403280	440 UNIVERSITY DRIVE		PLN2022-00050 BLD2023-00239	ADU	R		1						4/4/2023	1
	62470060	795 WILLOW ROAD		PLN2022-00055	5+	R	60						2	5/15/2023	62
	63452390	1383 WOODLAND AVENUE		PLN2022-00057 BLD2023-01889	ADU	R			1					6/6/2023	1
	71014120	1350 DELFINO WAY		PLN2022-00058 BLD2023-03457	ADU	R			1					8/28/2023	1
	71042290	1340 HILLVIEW DRIVE		PLN2022-00060 BLD2023-00617	ADU	R			1					2/28/2023	1
	71342090	248 SAN MATEO DRIVE		PLN2023-00002 BLD2022-00385	ADU	R			1					6/27/2023	1
	62233170	711 CENTRAL AVENUE		PLN2023-00004 BLD2023-02776	ADU	R					1			8/28/2023	1
	71180050	1664 OAK AVENUE		PLN2023-00011 BLD2024-00006	ADU	R					1			11/13/2023	1
	71405170	854 CAMBRIDGE AVENUE		PLN2023-00012 BLD2024-00052	ADU	R					1			11/13/2023	1
	71383010	1310 BAY LAUREL DRIVE		PLN2023-00014 BLD2023-02791	SFD	O					1	1		8/28/2023	2
	71403200	848 COLLEGE AVENUE		PLN2023-00016 BLD2023-03399	ADU	R					1			11/13/2023	1
	71231320	725 HOBART STREET		PLN2023-00019 BLD2024-00357	ADU	R							1	11/13/2023	1
	55292270	143 DUNSMUIR WAY		BLD2022-01970	ADU	R									0
	55382150	1352 MADERA AVENUE		BLD2022-02622	ADU	R									0
	61390060	1545 LAUREL PLACE		BLD2022-01213	ADU	R									0
	61412020	1161 NOEL DRIVE		BLD2022-00048	ADU	R									0
	61412020	1161 NOEL DRIVE		BLD2022-00618	ADU	R									0
	62101180	780 IVY DRIVE		BLD2023-00249	ADU	R									0
	62211130	408 CHESTER STREET		BLD2023-00441	ADU	R									0
	62215150	316 GRAYSON COURT		BLD2022-03198	ADU	R									0
	62271200	280 SAN LUIS DRIVE		BLD2022-02681	ADU	R									0
	62331230	4 RUSSELL COURT		BLD2023-01810	ADU	R									0
	62412190	300 SHERWOOD WAY		BLD2023-02014	ADU	R									0
	63430230	188 ELLIOTT DRIVE, UNIT A		BLD2022-00836	ADU	R									0
	63441420	325 OCONNOR STREET		BLD2022-03286	ADU	R									0
	71021050	3 WILLIAM COURT		BLD2022-02540	ADU	R									0
	71022160	1220 N LEMON AVENUE		BLD2022-01928	ADU	R									0
	71042290	1340 HILLVIEW DRIVE		BLD2023-00617	ADU	R									0
	71051240	1170 MAY BROWN AVENUE		BLD2022-02851	ADU	R									0
	71211180	972 OLIVE STREET		BLD2022-02488	ADU	R									0

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
	71213170	1016 COTTON STREET		BLD2022-01745	ADU	R									0
	71252260	3 REYNA PLACE		BLD2022-03072	ADU	R									0
	71393050	317 PRINCETON ROAD		BLD2022-03380	ADU	R									0
	71393060	309 PRINCETON ROAD		BLD2022-02217	ADU	R									0
	71431110	848 HARVARD AVENUE		BLD2022-01981	ADU	R									0
	74092030	765 STANFORD AVENUE		PLN2023-00017	SFD	O							1	1/9/2024	1
	62352060	154 LAUREL AVENUE		PLN2023-00028	SFD	O							1	1/9/2024	1
	71392010	490 YALE ROAD		PLN2023-00034 BLD2024-01554	SFD	O							1	2/5/2024	1
	71411400	752 COLLEGE AVENUE		PLN2023-00013	SFD	O							1	2/6/2024	1
	62451050	341 LINFIELD DRIVE		PLN2023-00045	SFD	O							1	4/18/2024	1
	62233100	219 DURHAM STREET		PLN2023-00043	SFD	O							1	5/1/2024	1
	71103420	1220 HOOVER STREET		PLN2021-00059	5+	O			1				7	7/9/2024	8
	712311110	595 HOBART STREET		PLN2024-00013	SFD	O							1	8/12/2024	1
	71175030	805 EVERGREEN STREET		PLN2023-00047	SFD	O							1	8/13/2024	1
	71412370	736 PARTRIDGE AVENUE		PLN2023-00046	2 to 4	O							2	9/9/2024	2
	71394280	316 PRINCETON ROAD		PLN2024-00022	SFD	O							1	9/23/2024	1
	74092330	789 STANFORD AVENUE		PLN2023-00052	ADU	R							1	10/28/2024	1
	71362040	1460 BAY LAUREL DRIVE		PLN2024-00017 BLD2024-02358	SFD	O							1	10/28/2024	1
	71212040	1401 SANTA CRUZ AVENUE		PLN2024-00024	SFD	O							1	11/4/2024	1
	71241010	801 HERMOSA WAY		PLN2024-00030	SFD	O							1	11/19/2024	1
	62441110	152 EAST CREEK DRIVE		BLD2022-03308	SFD	O									0
	71112070	1980 SANTA CRUZ AVENUE		BLD2023-02260	ADU	R									0
	71382040	1280 BAY LAUREL DRIVE		BLD2023-02971	ADU	R									0
	71251020	845 SAN MATEO DRIVE		BLD2022-03027	SFD	O									0
	71180680	575 OLIVE STREET		BLD2022-01172	SFD	O									0
	71350100	1235 BAY LAUREL DRIVE		BLD2022-00392	SFD	O									0
	71213050	1001 HERMOSA WAY		BLD2023-02835	ADU	R									0
	71071060	1231 ARBOR ROAD		BLD2023-01566	ADU	R									0
	71071060	1231 ARBOR ROAD		BLD2023-01758	ADU	R									0

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
	71051110	1250 HERMOSA WAY		BLD2023-00536	SFD	O									0
	62311600	167 MCKENDRY DRIVE		BLD2023-01884	SFD	O									0
	74342010	1065 CASCADE DRIVE		BLD2023-02164	SFD	O									0
	71361130	1585 BAY LAUREL DRIVE		BLD2023-02844	ADU	R									0
	71361130	1585 BAY LAUREL DRIVE		BLD2023-02880	SFD	O									0
	71342090	248 SAN MATEO DRIVE		BLD2022-03383	SFD	O									0
	71350010	99 SAN MATEO DRIVE		BLD2023-02905	ADU	R									0
	62522240	120 HANNA WAY		BLD2023-03195	ADU	R									0
	71201040	1700 BAY LAUREL DRIVE		BLD2023-02640	ADU	R									0
	71180310	520 GRACE DRIVE		BLD2023-03180	SFD	O									0
	74203010	2316 LOMA PRIETA LANE		BLD2023-03122	SFD	O									0
	62370200	98 BEACON STREET		BLD2024-00075	ADU	O									0
	71405170	854 CAMBRIDGE AVENUE		BLD2024-00051	SFD	O									0
	63462130	1990 BYERS DRIVE		BLD2023-02781	ADU	O									0
	71093290	1360 CRANE STREET		BLD2024-00442	ADU	O									0
	74182020	955 MONTE ROSA DRIVE		BLD2023-02679	SFD	O									0
	63425200	153 OAK COURT		BLD2023-00107	SFD	O									0
	74112110	2171 CLAYTON DRIVE		BLD2022-00675	SFD	O									0
	71224260	1147 WINDSOR WAY		BLD2022-03326	SFD	O									0
	71253240	900 WALLEA DRIVE		BLD2023-01847	SFD	O									0
	63453140	488 OAK COURT		BLD2023-02934	SFD	O									0
	63453140	488 OAK COURT		BLD2023-02937	SFD	O									0
	71213250	1012 COTTON STREET		BLD2024-01108	ADU	R									0
	71342040	1140 BAY LAUREL DRIVE		BLD2024-01115	SFD	O									0
	71012220	1130 ORANGE AVENUE		BLD2024-01337	ADU	R									0
	6227560	260 SANTA MARGARITA AVENUE		BLD2024-00341	SFD	O									0
	71364030	8 GARLAND PLACE		BLD2022-03379	SFD	O									0
	71072150	1076 SANTA CRUZ AVENUE		BLD2023-00089	SFD	O									0
	55331180	341 TERMINAL AVENUE		BLD2021-01911	SFD	O									0
	55302010	224 HEDGE ROAD		BLD2022-00669	SFD	O									0
	71052140	1275 HERMOSA WAY		BLD2024-01688	SFD	O									0

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
	63142040	2160 MENALTO AVENUE		BLD2024-02051	SFD	O									0
	71173180	765 MAGNOLIA STREET		BLD2024-01033	SFD	O									0
	71021100	1211 ELDER AVENUE		BLD2024-01260	SFD	O									0
	61326020	178 FELTON DRIVE		BLD2024-02371	ADU	R									0
	63425590	1143 WOODLAND AVENUE		BLD2024-02371	ADU	R									0
	71350120	1265 BAY LAUREL DRIVE		BLD2024-01978	SFD	O									0
	71411400	752 COLLEGE AVENUE		BLD2024-00764	SFD	O									0
	71370380	360 SAN MATEO DRIVE		BLD2024-02124	SFD	O									0
	71044050	1340 COTTON STREET		BLD2022-03294	SFD	O									0
	71364140	1481 MIDDLE AVENUE		BLD2024-02312	SFD	O									0
	62354080	328 CENTRAL AVENUE		BLD2021-03255	ADU	R									0
	55294070	211 OAKHURST PLACE		BLD2023-01269	ADU	R									0
	63425060	1918 MENALTO AVENUE, UNIT A		BLD2023-03109	ADU	R									0
	62521160	100 RIORDAN PLACE		BLD2023-02560	ADU	R									0
	62215160	320 GRAYSON COURT		BLD2023-01030	ADU	R									0
	71232160	1460 MIDDLE AVENUE		BLD2023-00011	ADU	R									0
	63461040	1983 BYERS DRIVE		BLD2023-02884	ADU	R									0
	62454060	188 EAST CREEK DRIVE		BLD2023-02136	ADU	R									0
	71421040	113 PRINCETON ROAD		BLD2023-02470	ADU	R									0
	61021250	911 PEGGY LANE		BLD2024-00535	ADU	R									0
	71032200	24 HESKETH DRIVE		BLD2024-00160	ADU	R									0
	62305080	236 MARMONA DRIVE		BLD2023-02317	ADU	R									0
	71411320	678 COLLEGE AVENUE		BLD2023-03492	ADU	R									0
	71404060	865 COLLEGE AVENUE		BLD2024-00227	ADU	R									0
	71350100	1235 BAY LAUREL DRIVE		BLD2024-00229	ADU	R									0
	71370100	440 CLAIRE PLACE		BLD2023-03505	ADU	R									0
	62211090	919 ARNOLD WAY		BLD2024-01210	ADU	R									0
	62063060	1028 HOLLYBURNE AVENUE		BLD2024-00016	ADU	R									0
	63430210	172 ELLIOTT DRIVE		BLD2023-01940	ADU	R									0

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
	71411370	728 COLLEGE AVENUE		BLD2023-03129	ADU	R									0
	61411130	1103 LAUREL STREET		BLD2024-00082	ADU	R									0
	61411140	1083 LAUREL STREET		BLD2024-00085	ADU	R									0
	61401400	450 OAK GROVE AVENUE		BLD2024-00093	ADU	R									0
	71020270	125 PINEVIEW LANE		BLD2024-00935	ADU	R									0
	62352180	117 POPE STREET		BLD2024-00238	ADU	R									0
	62035180	312 OAKWOOD PLACE		BLD2024-00238	ADU	R									0
	71191080	1600 BAY LAUREL DRIVE		BLD2023-03269	ADU	R									0
	62053050	1031 HENDERSON AVENUE		BLD2024-00267	ADU	R									0
	62091120	1138 SEVIER AVENUE #A		BLD2024-01662	ADU	R									0
	71041020	1465 VALPARAISO AVENUE		BLD2024-01697	ADU	R									0
	63463580	483 O'CONNOR STREET		BLD2024-00110	ADU	R									0
	71111370	1003 LOUISE STREET		BLD2024-01714	ADU	R									0
	55293250	121 BAY ROAD		BLD2024-02189	ADU	R									0
	62304210	209 MARMONA DRIVE		BLD2021-00480	SFD	O									0
	62331070	824 WOODLAND AVENUE		BLD2019-01759	SFD	O									0
	71180730	491 MIDDLE COURT		BLD2022-00966	SFD	O									0
	71222040	7 CHERYL PLACE		BLD2021-02611	SFD	O									0
	55293060	124 DUNSMUIR WAY		BLD2022-00415	SFD	O									0
	71132100	1895 OAKDELL DRIVE		BLD2019-01475	SFD	O									0
	71212180	958 HOBART STREET		BLD2019-01740	SFD	O									0
	71084050	933 MILLIE AVENUE		BLD2021-03293	SFD	O									0
	62304250	124 BLACKBURN AVENUE		BLD2021-02149	SFD	O									0
	62381030	510 POPE STREET		BLD2022-03067	SFD	O									0
	71111210	1017 LOUISE STREET		BLD2021-02989	SFD	O									0
	62272760	269 WILLOW ROAD		BLD2022-01003	SFD	O									0
	71043040	1221 COTTON STREET		BLD2022-00555	SFD	O									0
	6341070	2058 MENALTO AVENUE		BLD2018-01286	SFD	O									0
	62362130	309 LAUREL AVENUE		BLD2019-01462	SFD	O									0

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
	71175140	680 LEMON STREET		BLD2021-00104	SFD	O									0
	62367010	330 LAUREL AVENUE		BLD2021-02233	SFD	O									0
	74230260	980 MONTE ROSA DRIVE		BLD2021-02528	SFD	O									0
	74182070	905 MONTE ROSA DRIVE		BLD2022-02482	SFD	O									0
	62361050	333 POPE STREET		BLD2019-01722	SFD	O									0
	71432050	69 CORNELL ROAD		BLD2023-00092	SFD	O									0
	71370260	1 MAYWOOD LANE		BLD2021-02643	SFD	O									0
	74351020	2240 AVY AVENUE		BLD2021-02467	SFD	O									0
	74343080	950 CONTINENTAL DRIVE		BLD2022-00218	SFD	O									0
	62051100	1031 ALMANOR AVENUE, UNIT A		BLD2018-01413	ADU	R									0
	71175140	237 SANTA MARGARITA AVENUE		BLD2021-00104	ADU	R									0
	62282170	676 NASH AVENUE, UNIT A		BLD2021-01722	ADU	R									0
	71061160	1125 SAN MATEO DRIVE		BLD2022-00956	ADU	R									0
	62352290	108 LAUREL AVENUE		BLD2022-01306	ADU	R									0
	71221120	5 BOLTON PLACE #A		BLD2022-01901	ADU	R									0

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Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Building Permits							8	9
Current APN	Street Address	Project Name ⁺	7							Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
			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		
			60	21	0	31	0	26	38		176
71403280	440 UNIVERSITY DRIVE			1						11/22/2023	1
62470060	795 WILLOW ROAD		60						2	11/8/2024	62
63452390	1383 WOODLAND AVENUE					1				2/15/2024	1
71014120	1350 DELFINO WAY					1				4/1/2024	1
71042290	1340 HILLVIEW DRIVE					1				7/6/2023	1
71342090	248 SAN MATEO DRIVE					1				4/29/2024	1
62233170	711 CENTRAL AVENUE							1		3/20/2024	1
71180050	1664 OAK AVENUE							1		7/29/2024	1
71405170	854 CAMBRIDGE AVENUE							1		6/11/2024	1
71383010	1310 BAY LAUREL DRIVE							1	1	2/15/2024	2
71403200	848 COLLEGE AVENUE							1		10/13/2024	1
71231320	725 HOBART STREET								1	5/23/2024	1
55292270	143 DUNSMUIR WAY			1						1/10/2023	1
55382150	1352 MADERA AVENUE			1						6/27/2023	1
61390060	1545 LAUREL PLACE			1						7/26/2023	1
61412020	1161 NOEL DRIVE			1						2/28/2023	1
61412020	1161 NOEL DRIVE			1						2/28/2023	1
62101180	780 IVY DRIVE			1						6/26/2023	1
62211130	408 CHESTER STREET			1						7/31/2023	1
62215150	316 GRAYSON COURT			1						5/16/2023	1

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Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Building Permits							8	9
			7								
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 <u>Date Issued</u>	# of Units Issued Building Permits
62271200	280 SAN LUIS DRIVE			1						6/22/2023	1
62331230	4 RUSSELL COURT			1						9/29/2023	1
62412190	300 SHERWOOD WAY					1				11/8/2023	1
63430230	188 ELLIOTT DRIVE, UNIT A					1				5/24/2023	1
63441420	325 OCONNOR STREET					1				6/13/2023	1
71021050	3 WILLIAM COURT					1				5/11/2023	1
71022160	1220 N LEMON AVENUE					1				2/17/2023	1
71042290	1340 HILLVIEW DRIVE					1				7/6/2023	1
71051240	1170 MAY BROWN AVENUE					1				7/6/2023	1
71211180	972 OLIVE STREET							1		3/2/2023	1
71213170	1016 COTTON STREET							1		7/21/2023	1
71252260	3 REYNA PLACE							1		5/2/2023	1
71393050	317 PRINCETON ROAD							1		5/16/2023	1
71393060	309 PRINCETON ROAD							1		1/4/2023	1
71431110	848 HARVARD AVENUE							1		8/28/2023	1
74092030	765 STANFORD AVENUE										0
62352060	154 LAUREL AVENUE										0
71392010	490 YALE ROAD			1					1	12/17/2024	2
71411400	752 COLLEGE AVENUE										0
62451050	341 LINFIELD DRIVE										0

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Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Building Permits							8	9	
Current APN	Street Address	Project Name ⁺	7							Building Permits <u>Date Issued</u>	# of Units Issued Building Permits	
			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			
62233100	219 DURHAM STREET											0
71103420	1220 HOOVER STREET											0
712311110	595 HOBART STREET											0
71175030	805 EVERGREEN STREET											0
71412370	736 PARTRIDGE AVENUE											0
71394280	316 PRINCETON ROAD											0
74092330	789 STANFORD AVENUE											0
71362040	1460 BAY LAUREL DRIVE			1						1	12/19/2024	2
71212040	1401 SANTA CRUZ AVENUE											0
71241010	801 HERMOSA WAY											0
62441110	152 EAST CREEK DRIVE									1	1/9/2024	1
71112070	1980 SANTA CRUZ AVENUE			1							1/9/2024	1
71382040	1280 BAY LAUREL DRIVE			1							1/29/2024	1
71251020	845 SAN MATEO DRIVE			1						1	2/2/2024	2
71180680	575 OLIVE STREET									1	2/13/2024	1
71350100	1235 BAY LAUREL DRIVE									1	3/1/2024	1
71213050	1001 HERMOSA WAY			1							3/5/2024	1
71071060	1231 ARBOR ROAD			1							3/26/2024	1
71071060	1231 ARBOR ROAD			1							3/26/2024	1

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Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Building Permits							8	9	
Current APN	Street Address	Project Name ⁺	7							Building Permits <u>Date Issued</u>	# of Units Issued Building Permits	
			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			
71051110	1250 HERMOSA WAY			1						1	4/11/2024	2
62311600	167 MCKENDRY DRIVE									1	4/16/2024	1
74342010	1065 CASCADE DRIVE									1	4/16/2024	1
71361130	1585 BAY LAUREL DRIVE			1							4/24/2024	1
71361130	1585 BAY LAUREL DRIVE									1	4/25/2024	1
71342090	248 SAN MATEO DRIVE									1	4/29/2024	1
71350010	99 SAN MATEO DRIVE			1							4/29/2024	1
62522240	120 HANNA WAY			1							4/29/2024	1
71201040	1700 BAY LAUREL DRIVE			1							5/2/2024	1
71180310	520 GRACE DRIVE			1						1	5/21/2024	2
74203010	2316 LOMA PRIETA LANE			1						1	5/22/2024	2
62370200	98 BEACON STREET			1							5/23/2024	1
71405170	854 CAMBRIDGE AVENUE									1	6/11/2024	1
63462130	1990 BYERS DRIVE			1							6/21/2024	1
71093290	1360 CRANE STREET			1							6/21/2024	1
74182020	955 MONTE ROSA DRIVE			1						1	6/26/2024	2
63425200	153 OAK COURT									1	7/1/2024	1
74112110	2171 CLAYTON DRIVE									1	7/1/2024	1
71224260	1147 WINDSOR WAY			1						1	7/25/2024	2
71253240	900 WALLEA DRIVE			1						1	8/13/2024	2
63453140	488 OAK COURT						1			1	8/21/2024	2

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Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Building Permits							8	9	
Current APN	Street Address	Project Name ⁺	7							Building Permits <u>Date Issued</u>	# of Units Issued Building Permits	
			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			
63453140	488 OAK COURT					1				1	8/21/2024	2
71213250	1012 COTTON STREET					1					8/22/2024	1
71342040	1140 BAY LAUREL DRIVE					1				1	9/16/2024	2
71012220	1130 ORANGE AVENUE					1					9/17/2024	1
6227560	260 SANTA MARGARITA AVENUE					1					9/24/2024	1
71364030	8 GARLAND PLACE					1				1	9/25/2024	2
71072150	1076 SANTA CRUZ AVENUE					1					9/25/2024	1
55331180	341 TERMINAL AVENUE					1					9/26/2024	1
55302010	224 HEDGE ROAD					1					9/26/2024	1
71052140	1275 HERMOSA WAY					1				1	10/17/2024	2
63142040	2160 MENALTO AVENUE					1					10/17/2024	1
71173180	765 MAGNOLIA STREET					1				1	10/22/2024	2
71021100	1211 ELDER AVENUE					1				1	10/22/2024	2
61326020	178 FELTON DRIVE					1					10/29/2024	1
63425590	1143 WOODLAND AVENUE					1					10/31/2024	1
71350120	1265 BAY LAUREL DRIVE					1					12/4/2024	1
71411400	752 COLLEGE AVENUE					1				1	12/6/2024	2
71370380	360 SAN MATEO DRIVE					1				1	12/11/2024	2
71044050	1340 COTTON STREET					1				1	12/17/2024	2
71364140	1481 MIDDLE AVENUE					1					12/20/2024	1

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Project Identifier			Affordability by Household Incomes - Building Permits							8	9	
Current APN	Street Address	Project Name ⁺	7							Building Permits <u>Date Issued</u>	# of Units Issued Building Permits	
			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			
62354080	328 CENTRAL AVENUE					1					2/5/2024	1
55294070	211 OAKHURST PLACE					1					2/16/2024	1
63425060	1918 MENALTO AVENUE, UNIT A					1					2/29/2024	1
62521160	100 RIORDAN PLACE					1					3/1/2024	1
62215160	320 GRAYSON COURT					1					3/7/2024	1
71232160	1460 MIDDLE AVENUE					1					4/2/2024	1
63461040	1983 BYERS DRIVE					1					4/2/2024	1
62454060	188 EAST CREEK DRIVE								1		4/17/2024	1
71421040	113 PRINCETON ROAD								1		4/18/2024	1
61021250	911 PEGGY LANE								1		4/24/2024	1
71032200	24 HESKETH DRIVE								1		5/14/2024	1
62305080	236 MARMONA DRIVE								1		5/29/2024	1
71411320	678 COLLEGE AVENUE								1		6/4/2024	1
71404060	865 COLLEGE AVENUE								1		6/18/2024	1
71350100	1235 BAY LAUREL DRIVE								1		6/20/2024	1
71370100	440 CLAIRE PLACE								1		7/1/2024	1
62211090	919 ARNOLD WAY								1		7/1/2024	1
62063060	1028 HOLLYBURNE AVENUE								1		7/9/2024	1
63430210	172 ELLIOTT DRIVE								1		7/10/2024	1

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Project Identifier			Affordability by Household Incomes - Building Permits							8	9	
Current APN	Street Address	Project Name ⁺	7							Building Permits <u>Date Issued</u>	# of Units Issued Building Permits	
			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			
71411370	728 COLLEGE AVENUE								1		7/10/2024	1
61411130	1103 LAUREL STREET								1		7/22/2024	1
61411140	1083 LAUREL STREET								1		7/22/2024	1
61401400	450 OAK GROVE AVENUE								1		7/22/2024	1
71020270	125 PINEVIEW LANE								1		7/24/2024	1
62352180	117 POPE STREET								1		8/1/2024	1
62035180	312 OAKWOOD PLACE								1		8/13/2024	1
71191080	1600 BAY LAUREL DRIVE								1		8/13/2024	1
62053050	1031 HENDERSON AVENUE								1		8/21/2024	1
62091120	1138 SEVIER AVENUE #A									1	9/12/2024	1
71041020	1465 VALPARAISO AVENUE									1	9/30/2024	1
63463580	483 O'CONNOR STREET									1	10/16/2024	1
71111370	1003 LOUISE STREET									1	11/6/2024	1
55293250	121 BAY ROAD									1	12/10/2024	1
62304210	209 MARMONA DRIVE											0
62331070	824 WOODLAND AVENUE											0
71180730	491 MIDDLE COURT											0
71222040	7 CHERYL PLACE											0
55293060	124 DUNSMUIR WAY											0

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Project Identifier			Affordability by Household Incomes - Building Permits							8	9
Current APN	Street Address	Project Name ⁺	7							Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
			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		
71132100	1895 OAKDELL DRIVE										0
71212180	958 HOBART STREET										0
71084050	933 MILLIE AVENUE										0
62304250	124 BLACKBURN AVENUE										0
62381030	510 POPE STREET										0
71111210	1017 LOUISE STREET										0
62272760	269 WILLOW ROAD										0
71043040	1221 COTTON STREET										0
6341070	2058 MENALTO AVENUE										0
62362130	309 LAUREL AVENUE										0
71175140	680 LEMON STREET										0
62367010	330 LAUREL AVENUE										0
74230260	980 MONTE ROSA DRIVE										0
74182070	905 MONTE ROSA DRIVE										0
62361050	333 POPE STREET										0
71432050	69 CORNELL ROAD										0
71370260	1 MAYWOOD LANE										0
74351020	2240 AVY AVENUE										0
74343080	950 CONTINENTAL DRIVE										0

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Project Identifier			Affordability by Household Incomes - Building Permits							8	9
			7								
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 <u>Date</u> <u>Issued</u>	# of Units Issued Building Permits
62051100	1031 ALMANOR AVENUE, UNIT A										0
71175140	237 SANTA MARGARITA AVENUE										0
62282170	676 NASH AVENUE, UNIT A										0
71061160	1125 SAN MATEO DRIVE										0
62352290	108 LAUREL AVENUE										0
71221120	5 BOLTON PLACE #A										0

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Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								11	12
Current APN	Street Address	Project Name ⁺	10							Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness	
			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			
			0	14	0	8	0	11	35		68	
71403280	440 UNIVERSITY DRIVE			1						10/7/2024	1	
62470060	795 WILLOW ROAD										0	
63452390	1383 WOODLAND AVENUE										0	
71014120	1350 DELFINO WAY										0	
71042290	1340 HILLVIEW DRIVE				1					5/1/2024	1	
71342090	248 SAN MATEO DRIVE										0	
62233170	711 CENTRAL AVENUE										0	
71180050	1664 OAK AVENUE										0	
71405170	854 CAMBRIDGE AVENUE										0	
71383010	1310 BAY LAUREL DRIVE										0	
71403200	848 COLLEGE AVENUE										0	
71231320	725 HOBART STREET										0	
55292270	143 DUNSMUIR WAY			1						9/18/2024	1	
55382150	1352 MADERA AVENUE			1						7/11/2024	1	
61390060	1545 LAUREL PLACE			1						8/20/2024	1	
61412020	1161 NOEL DRIVE			1						7/22/2024	1	
61412020	1161 NOEL DRIVE			1						7/17/2024	1	
62101180	780 IVY DRIVE			1						1/2/2024	1	
62211130	408 CHESTER STREET			1						12/3/2024	1	
62215150	316 GRAYSON COURT			1						2/15/2024	1	

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Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								11	12
Current APN	Street Address	Project Name ⁺	10							Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness	
			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			
62271200	280 SAN LUIS DRIVE			1							7/25/2024	1
62331230	4 RUSSELL COURT			1							6/3/2024	1
62412190	300 SHERWOOD WAY					1					5/14/2024	1
63430230	188 ELLIOTT DRIVE, UNIT A					1					6/20/2024	1
63441420	325 OCONNOR STREET					1					4/3/2024	1
71021050	3 WILLIAM COURT					1					11/12/2024	1
71022160	1220 N LEMON AVENUE					1					1/23/2024	1
71042290	1340 HILLVIEW DRIVE					1					5/1/2024	1
71051240	1170 MAY BROWN AVENUE					1					10/8/2024	1
71211180	972 OLIVE STREET							1			1/29/2024	1
71213170	1016 COTTON STREET							1			5/2/2024	1
71252260	3 REYNA PLACE							1			4/26/2024	1
71393050	317 PRINCETON ROAD							1			4/23/2024	1
71393060	309 PRINCETON ROAD							1			10/22/2024	1
71431110	848 HARVARD AVENUE							1			10/29/2024	1
74092030	765 STANFORD AVENUE											0
62352060	154 LAUREL AVENUE											0
71392010	490 YALE ROAD											0
71411400	752 COLLEGE AVENUE											0
62451050	341 LINFIELD DRIVE											0

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Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								11	12
Current APN	Street Address	Project Name ⁺	10							Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness
			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			
62233100	219 DURHAM STREET											0
71103420	1220 HOOVER STREET											0
712311110	595 HOBART STREET											0
71175030	805 EVERGREEN STREET											0
71412370	736 PARTRIDGE AVENUE											0
71394280	316 PRINCETON ROAD											0
74092330	789 STANFORD AVENUE											0
71362040	1460 BAY LAUREL DRIVE											0
71212040	1401 SANTA CRUZ AVENUE											0
71241010	801 HERMOSA WAY											0
62441110	152 EAST CREEK DRIVE											0
71112070	1980 SANTA CRUZ AVENUE									1	10/25/2024	1
71382040	1280 BAY LAUREL DRIVE											0
71251020	845 SAN MATEO DRIVE											0
71180680	575 OLIVE STREET											0
71350100	1235 BAY LAUREL DRIVE											0
71213050	1001 HERMOSA WAY									1	10/3/2024	1
71071060	1231 ARBOR ROAD									1	8/14/2024	1
71071060	1231 ARBOR ROAD									1	8/14/2024	1

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Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								11	12
Current APN	Street Address	Project Name ⁺	10							Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness
			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				
71051110	1250 HERMOSA WAY											0
62311600	167 MCKENDRY DRIVE											0
74342010	1065 CASCADE DRIVE											0
71361130	1585 BAY LAUREL DRIVE											0
71361130	1585 BAY LAUREL DRIVE											0
71342090	248 SAN MATEO DRIVE											0
71350010	99 SAN MATEO DRIVE											0
62522240	120 HANNA WAY									1	7/2/2024	1
71201040	1700 BAY LAUREL DRIVE											0
71180310	520 GRACE DRIVE											0
74203010	2316 LOMA PRIETA LANE											0
62370200	98 BEACON STREET											0
71405170	854 CAMBRIDGE AVENUE											0
63462130	1990 BYERS DRIVE											0
71093290	1360 CRANE STREET											0
74182020	955 MONTE ROSA DRIVE											0
63425200	153 OAK COURT											0
74112110	2171 CLAYTON DRIVE											0
71224260	1147 WINDSOR WAY											0
71253240	900 WALLEA DRIVE											0
63453140	488 OAK COURT											0

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Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								11	12
Current APN	Street Address	Project Name ⁺	10							Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness
			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			
63453140	488 OAK COURT											0
71213250	1012 COTTON STREET											0
71342040	1140 BAY LAUREL DRIVE											0
71012220	1130 ORANGE AVENUE											0
6227560	260 SANTA MARGARITA AVENUE											0
71364030	8 GARLAND PLACE											0
71072150	1076 SANTA CRUZ AVENUE											0
55331180	341 TERMINAL AVENUE											0
55302010	224 HEDGE ROAD											0
71052140	1275 HERMOSA WAY											0
63142040	2160 MENALTO AVENUE											0
71173180	765 MAGNOLIA STREET											0
71021100	1211 ELDER AVENUE											0
61326020	178 FELTON DRIVE											0
63425590	1143 WOODLAND AVENUE											0
71350120	1265 BAY LAUREL DRIVE											0
71411400	752 COLLEGE AVENUE											0
71370380	360 SAN MATEO DRIVE											0
71044050	1340 COTTON STREET											0
71364140	1481 MIDDLE AVENUE											0

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Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								11	12
Current APN	Street Address	Project Name ⁺	10							Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness
			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			
62354080	328 CENTRAL AVENUE											0
55294070	211 OAKHURST PLACE											0
63425060	1918 MENALTO AVENUE, UNIT A											0
62521160	100 RIORDAN PLACE											0
62215160	320 GRAYSON COURT											0
71232160	1460 MIDDLE AVENUE											0
63461040	1983 BYERS DRIVE											0
62454060	188 EAST CREEK DRIVE											0
71421040	113 PRINCETON ROAD											0
61021250	911 PEGGY LANE								1		12/12/2024	1
71032200	24 HESKETH DRIVE											0
62305080	236 MARMONA DRIVE											0
71411320	678 COLLEGE AVENUE											0
71404060	865 COLLEGE AVENUE											0
71350100	1235 BAY LAUREL DRIVE											0
71370100	440 CLAIRE PLACE											0
62211090	919 ARNOLD WAY											0
62063060	1028 HOLLYBURNE AVENUE								1		12/11/2024	1
63430210	172 ELLIOTT DRIVE											0

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Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								11	12
Current APN	Street Address	Project Name ⁺	10							Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness
			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			
71411370	728 COLLEGE AVENUE											0
61411130	1103 LAUREL STREET											0
61411140	1083 LAUREL STREET											0
61401400	450 OAK GROVE AVENUE								1		10/11/2024	1
71020270	125 PINEVIEW LANE											0
62352180	117 POPE STREET											0
62035180	312 OAKWOOD PLACE											0
71191080	1600 BAY LAUREL DRIVE											0
62053050	1031 HENDERSON AVENUE											0
62091120	1138 SEVIER AVENUE #A											0
71041020	1465 VALPARAISO AVENUE											0
63463580	483 O'CONNOR STREET											0
71111370	1003 LOUISE STREET											0
55293250	121 BAY ROAD											0
62304210	209 MARMONA DRIVE									1	2/1/2024	1
62331070	824 WOODLAND AVENUE									1	2/7/2024	1
71180730	491 MIDDLE COURT									1	2/22/2024	1
71222040	7 CHERYL PLACE									1	2/27/2024	1
55293060	124 DUNSMUIR WAY									1	3/6/2024	1

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Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								11	12
Current APN	Street Address	Project Name ⁺	10							Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness
			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			
71132100	1895 OAKDELL DRIVE									1	3/13/2024	1
71212180	958 HOBART STREET									1	3/15/2024	1
71084050	933 MILLIE AVENUE									1	3/28/2024	1
62304250	124 BLACKBURN AVENUE									1	4/3/2024	1
62381030	510 POPE STREET									1	4/18/2024	1
71111210	1017 LOUISE STREET									1	4/22/2024	1
62272760	269 WILLOW ROAD									1	4/23/2024	1
71043040	1221 COTTON STREET									2	6/3/2024	2
6341070	2058 MENALTO AVENUE									1	6/4/2024	1
62362130	309 LAUREL AVENUE									1	6/6/2024	1
71175140	680 LEMON STREET									2	7/25/2024	2
62367010	330 LAUREL AVENUE									1	8/6/2024	1
74230260	980 MONTE ROSA DRIVE									1	8/12/2024	1
74182070	905 MONTE ROSA DRIVE									2	8/26/2024	2
62361050	333 POPE STREET									2	9/3/2024	2
71432050	69 CORNELL ROAD									1	9/16/2024	1
71370260	1 MAYWOOD LANE									1	10/9/2024	1
74351020	2240 AVY AVENUE									2	10/16/2024	2
74343080	950 CONTINENTAL DRIVE									1	11/19/2024	1

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Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy									
Current APN	Street Address	Project Name ⁺	10							11	12	
			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) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness	
62051100	1031 ALMANOR AVENUE, UNIT A			1							3/6/2024	1
71175140	237 SANTA MARGARITA AVENUE			1							6/20/2024	1
62282170	676 NASH AVENUE, UNIT A								1		7/11/2024	1
71061160	1125 SAN MATEO DRIVE							1			4/9/2024	1
62352290	108 LAUREL AVENUE			1							6/18/2024	1
71221120	5 BOLTON PLACE #A							1			2/27/2024	1

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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				Notes	
13	14	15	16	17	18	19	20	21	22	23	24	25					
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)	Notes*
			0							48							
71403280	440 UNIVERSITY DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
62470060	795 WILLOW ROAD		0	NONE	Y	Other	Other	Project on Veterans Affairs Medical Center campus for 100% affordable development, received City NOFA funding	1000								100-percent affordable housing project located on the Menlo Park Veterans Affairs Medical Campus. 60 very-low-income restricted units and 2 non-income-restricted managers units.
63452390	1383 WOODLAND AVENUE		0	NONE	Y	Other		Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low-Income									
71014120	1350 DELFINO WAY		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low-Income									
71042290	1340 HILLVIEW DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low-Income									
71342090	248 SAN MATEO DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low-Income									
62233170	711 CENTRAL AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
71180050	1664 OAK AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
71405170	854 CAMBRIDGE AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
71383010	1310 BAY LAUREL DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									New single-family residence and ADU on a vacant lot.
71403200	848 COLLEGE AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
71231320	725 HOBART STREET		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 10 percent of total ADUs allocated towards Above Moderate-Income									
55292270	143 DUNSMUIR WAY		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
55382150	1352 MADERA AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
61390060	1545 LAUREL PLACE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
61412020	1161 NOEL DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
61412020	1161 NOEL DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
62101180	780 IVY DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
62211130	408 CHESTER STREET		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
62215150	316 GRAYSON COURT		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
62271200	280 SAN LUIS DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
62331230	4 RUSSELL COURT		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									

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Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			13	14	15	Housing with Financial Assistance and/or Deed Restrictions		18	19	Demolished/Destroyed Units			Density Bonus				25	
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)	Notes*	
62412190	300 SHERWOOD WAY		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low-Income										
63430230	188 ELLIOTT DRIVE, UNIT A		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low-Income										
63441420	325 OCONNOR STREET		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low-Income										
71021050	3 WILLIAM COURT		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low-Income										
71022160	1220 N LEMON AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low-Income										
71042290	1340 HILLVIEW DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low-Income										
71051240	1170 MAY BROWN AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low-Income										
71211180	972 OLIVE STREET		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income										
71213170	1016 COTTON STREET		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income										
71252260	3 REYNA PLACE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income										
71393050	317 PRINCETON ROAD		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income										
71393060	309 PRINCETON ROAD		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income										
71431110	848 HARVARD AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income										
74092030	765 STANFORD AVENUE		0	NONE	Y					1	Demolished	O						
62352060	154 LAUREL AVENUE		0	NONE	Y					1	Demolished	O						
71392010	490 YALE ROAD		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income		1	Demolished	O						New single-family residence (discretionary approval) and attached ADU (ministerial approval)
71411400	752 COLLEGE AVENUE		0	NONE	Y					1	Demolished	O						
62451050	341 LINFIELD DRIVE		0	NONE	Y					1	Demolished	O						
62233100	219 DURHAM STREET		0	NONE	Y					1	Demolished	O						
71103420	1220 HOOVER STREET		0	NONE	Y	Other	INC, DB		55	2	Demolished	R	10.0%		Development Standards Modification	Yes		Project utilized state density bonus law
712311110	595 HOBART STREET		0	NONE	Y					1	Demolished	O						
71175030	805 EVERGREEN STREET		0	NONE	Y					1	Demolished	O						
71412370	736 PARTRIDGE AVENUE		0	NONE	Y					2	Demolished	O						
71394280	316 PRINCETON ROAD		0	NONE	Y					1	Demolished	O						
74092330	789 STANFORD AVENUE		0	NONE	Y													Request for ADU exceeding maximum ADU square footage and bedroom count
71362040	1460 BAY LAUREL DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income		1	Demolished	O						New single-family residence (discretionary approval) and attached ADU (ministerial approval)
71212040	1401 SANTA CRUZ AVENUE		0	NONE	Y					1	Demolished	O						
71241010	801 HERMOSA WAY		0	NONE	Y					1	Demolished	O						
62441110	152 EAST CREEK DRIVE		0	NONE	Y					1	Demolished	O						

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Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			13	14	15	Housing with Financial Assistance and/or Deed Restrictions		18	19	Demolished/Destroyed Units			Density Bonus				25
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)	Notes*
71112070	1980 SANTA CRUZ AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
71382040	1280 BAY LAUREL DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
71251020	845 SAN MATEO DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									Single-family residence and attached ADU
71180680	575 OLIVE STREET		0	NONE	Y					1	Demolished	O					
71350100	1235 BAY LAUREL DRIVE		0	NONE	Y					1	Demolished	O					
71213050	1001 HERMOSA WAY		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
71071060	1231 ARBOR ROAD		0	SB 9 (2021) - Duplex in SF Zone	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
71071060	1231 ARBOR ROAD		0	SB 9 (2021) - Duplex in SF Zone	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
71051110	1250 HERMOSA WAY		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income		1	Demolished	O					Single-family residence and attached ADU
62311600	167 MCKENDRY DRIVE		0	NONE	Y					1	Demolished	O					
74342010	1065 CASCADE DRIVE		0	NONE	Y					1	Demolished	O					
71361130	1585 BAY LAUREL DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
71361130	1585 BAY LAUREL DRIVE		0	NONE	Y					1	Demolished	O					
71342090	248 SAN MATEO DRIVE		0	NONE	Y					1	Demolished	O					
71350010	99 SAN MATEO DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
62522240	120 HANNA WAY		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
71201040	1700 BAY LAUREL DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
71180310	520 GRACE DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income		1	Demolished	O					Single-family residence and attached ADU
74203010	2316 LOMA PRIETA LANE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income		1	Demolished	O					Single-family residence and attached ADU
62370200	98 BEACON STREET		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
71405170	854 CAMBRIDGE AVENUE		0	NONE	Y					1	Demolished	O					
63462130	1990 BYERS DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
71093290	1360 CRANE STREET		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
74182020	955 MONTE ROSA DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income		1	Demolished	O					Single-family residence and attached ADU
63425200	153 OAK COURT		0	NONE	Y					1	Demolished	O					
74112110	2171 CLAYTON DRIVE		0	NONE	Y					1	Demolished	O					
71224260	1147 WINDSOR WAY		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income		1	Demolished	O					Single-family residence and attached ADU
71253240	900 WALLEA DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Very Low-Income		1	Demolished	O					Single-family residence and attached ADU

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			13	14	15	Housing with Financial Assistance and/or Deed Restrictions		18	19	Demolished/Destroyed Units			Density Bonus				25
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)	Notes*
63453140	488 OAK COURT		0	SB 9 (2021) - Residential Lot Split	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income		1	Demolished	O					Single-family residence and attached ADU
63453140	488 OAK COURT		0	SB 9 (2021) - Residential Lot Split	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income									Single-family residence and attached ADU. Demolition of previous single-family residence counted under BLD2023-02934.
71213250	1012 COTTON STREET		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income									
71342040	1140 BAY LAUREL DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income		1	Demolished	O					Single-family residence and attached ADU
71012220	1130 ORANGE AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income									
6227560	260 SANTA MARGARITA AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income		1	Demolished	O					
71364030	8 GARLAND PLACE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income		1	Demolished	O					Single-family residence and attached ADU
71072150	1076 SANTA CRUZ AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income		1	Demolished	O					
55331180	341 TERMINAL AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income		1	Demolished	O					
55302010	224 HEDGE ROAD		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income		1	Demolished	O					
71052140	1275 HERMOSA WAY		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income		1	Demolished	O					Single-family residence and attached ADU
63142040	2160 MENALTO AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income		1	Demolished	O					
71173180	765 MAGNOLIA STREET		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income		1	Demolished	O					Single-family residence and attached ADU
71021100	1211 ELDER AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income		1	Demolished	O					Single-family residence and attached ADU
61326020	178 FELTON DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income									
63425590	1143 WOODLAND AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income									
71350120	1265 BAY LAUREL DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income		1	Demolished	O					
71411400	752 COLLEGE AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income		1	Demolished	O					Single-family residence and attached JADU
71370380	360 SAN MATEO DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income		1	Demolished	O					Single-family residence and attached JADU
71044050	1340 COTTON STREET		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income		1	Demolished	O					Single-family residence and attached JADU
71364140	1481 MIDDLE AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income		1	Demolished	O					
62354080	328 CENTRAL AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income									
55294070	211 OAKHURST PLACE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income									

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				Notes	
Current APN	Street Address	Project Name*	13	14	15	16	17	18	19	20			21	22	23	24	25
			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)	Notes*
63425060	1918 MENALTO AVENUE, UNIT A		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income									
62521160	100 RIORDAN PLACE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income									
62215160	320 GRAYSON COURT		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income									
71232160	1460 MIDDLE AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income									
63461040	1983 BYERS DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Low Income									
62454060	188 EAST CREEK DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
71421040	113 PRINCETON ROAD		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
61021250	911 PEGGY LANE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
71032200	24 HESKETH DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
62305080	236 MARMONA DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
71411320	678 COLLEGE AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
71404060	865 COLLEGE AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
71350100	1235 BAY LAUREL DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
71370100	440 CLAIRE PLACE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
62211090	919 ARNOLD WAY		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
62063060	1028 HOLLYBURNE AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
63430210	172 ELLIOTT DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
71411370	728 COLLEGE AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
61411130	1103 LAUREL STREET		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
61411140	1083 LAUREL STREET		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
61401400	450 OAK GROVE AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
71020270	125 PINEVIEW LANE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
62352180	117 POPE STREET		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			13	14	15	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				Notes
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)	Notes*
62035180	312 OAKWOOD PLACE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
71191080	1600 BAY LAUREL DRIVE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
62053050	1031 HENDERSON AVENUE		0	NONE	Y			Per ABAG guidance, this ADU is part of the approximately 30 percent of total ADUs allocated towards Moderate-Income									
62091120	1138 SEVIER AVENUE #A		0	NONE	Y												
71041020	1465 VALPARAISO AVENUE		0	NONE	Y												
63463580	483 O'CONNOR STREET		0	NONE	Y												
71111370	1003 LOUISE STREET		0	NONE	Y												
55293250	121 BAY ROAD		0	NONE	Y												
62304210	209 MARMONA DRIVE		0	NONE	Y												
62331070	824 WOODLAND AVENUE		0	NONE	Y												
71180730	491 MIDDLE COURT		0	NONE	Y												
71222040	7 CHERYL PLACE		0	NONE	Y												
55293060	124 DUNSMUIR WAY		0	NONE	Y												
71132100	1895 OAKDELL DRIVE		0	NONE	Y												
71212180	958 HOBART STREET		0	NONE	Y												
71084050	933 MILLIE AVENUE		0	NONE	Y												
62304250	124 BLACKBURN AVENUE		0	NONE	Y												
62381030	510 POPE STREET		0	NONE	Y												
71111210	1017 LOUISE STREET		0	NONE	Y												
62272760	269 WILLOW ROAD		0	NONE	Y												
71043040	1221 COTTON STREET		0	NONE	Y												New single-family residence and attached ADU
6341070	2058 MENALTO AVENUE		0	NONE	Y												
62362130	309 LAUREL AVENUE		0	NONE	Y												
71175140	680 LEMON STREET		0	NONE	Y												New single-family residence and attached ADU
62367010	330 LAUREL AVENUE		0	NONE	Y												
74230260	980 MONTE ROSA DRIVE		0	NONE	Y												
74182070	905 MONTE ROSA DRIVE		0	NONE	Y												New single-family residence and attached ADU
62361050	333 POPE STREET		0	NONE	Y												New single-family residence and attached ADU
71432050	69 CORNELL ROAD		0	NONE	Y												
71370260	1 MAYWOOD LANE		0	NONE	Y												New single-family residence and attached ADU
74351020	2240 AVY AVENUE		0	NONE	Y												New single-family residence and attached ADU
74343080	950 CONTINENTAL DRIVE		0	NONE	Y												
62051100	1031 ALMANOR AVENUE, UNIT A		0	NONE	Y			Per previous ABAG guidance, this ADU was previously counted as part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
71175140	237 SANTA MARGARITA AVENUE		0	NONE	Y			Per previous ABAG guidance, this ADU was previously counted as part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
62282170	676 NASH AVENUE, UNIT A		0	NONE	Y												
71061160	1125 SAN MATEO DRIVE		0	NONE	Y			Per previous ABAG guidance, this ADU was previously counted as part of the approximately 30 percent of total ADUs allocated towards Moderate Income									

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				Notes	
			13	14	15	16	17	18	19	20			21	22	23	24	25
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)	Notes*
62352290	108 LAUREL AVENUE		0	NONE	Y			Per previous ABAG guidance, this ADU was previously counted as part of the approximately 30 percent of total ADUs allocated towards Very Low-Income									
71221120	5 BOLTON PLACE #A		0	NONE	Y			Per previous ABAG guidance, this ADU was previously counted as part of the approximately 30 percent of total ADUs allocated towards Moderate Income									

Jurisdiction	Menlo Park	
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														
		1	Projection Period	2									3	4
Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2022-01/30/2023	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	740	10	-	60	-	-	-	-	-	-	-	118	622
	Non-Deed Restricted		8	19	21	-	-	-	-	-	-	-		
Low	Deed Restricted	426	37	-	-	-	-	-	-	-	-	-	99	327
	Non-Deed Restricted		10	21	31	-	-	-	-	-	-	-		
Moderate	Deed Restricted	496	62	-	-	-	-	-	-	-	-	-	116	380
	Non-Deed Restricted		12	16	26	-	-	-	-	-	-	-	718	566
Total RHNA		2,946	671	9	38	-	-	-	-	-	-	-		
Total Units			810	65	176	-	-	-	-	-	-	-	1,051	1,895
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5		2023	2024	2025	2026	2027	2028	2029	2030	2031	6	7
Extremely low-Income Need													Total Units to Date	Total Units Remaining
Extremely Low-Income Units*		370		-	-	-	-	-	-	-	-	-	-	370

*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

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction	Menlo Park		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
H1.A Establish City Staff Work Priorities for Implementing Housing Element Programs	Establish staff priorities for implementing Housing Element Programs	Annually	This is completed annually as part of the City Council's work plan process, taking into consideration the yearly Housing Element review.
H1.B Review the Housing Element Annually	Review and monitor Housing Element implementation; conduct public review with the Housing Commission, Planning Commission and City Council, and submit Annual Report to HCD	Annually	Using forms provided by HCD, the 2024 annual review was prepared by staff between January and February 2025, and public reviews were conducted by the Housing Commission, Planning Commission, and City Council in March 2025.
H1.C Work with the San Mateo County Department of Housing	Meet with the County twice a year and coordinate with County efforts to maintain and support affordable housing	Every 6 months	The City participates in bimonthly meetings for housing managers throughout San Mateo County as part of the 21 Elements collaboration. Through the recurring meetings, San Mateo County staff identified opportunities for improved dialogue and consistent engagement with housing staff throughout the jurisdictions in the county and will work with staff from the local jurisdictions to identify opportunities for coordination in 2025 and beyond.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction	Menlo Park		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
H1.D Regional Coordination	Work with other San Mateo County jurisdictions to address regional housing needs and attend 21 Elements coordination activities	Ongoing	The City participates in the 21 Elements collaboration between all 21 jurisdictions in San Mateo County and regularly attended directors' meetings, regular meetings, housing managers' meetings, and housing-related interest meetings such as discussions around updates to jurisdictions' below market rate (BMR) ordinances and guidelines, accessory dwelling unit best practices and updates, and contributed information toward various studies and Housing Element-related efforts during the past year. The City initiated the process to join the San Mateo County ADU Resource Center in late 2024. The formal agreement to join the Center will be executed in 2025.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction	Menlo Park		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
H1.E Work with Non-Profits on Housing	Continue NOFA implementation and maintain a working relationship with non-profit housing sponsors	At least twice a year	The City moved several applications forward in the funding process in 2024. These included City Council approval of the commitment of \$3.6M to Habitat for Humanity Greater San Francisco (Habitat) for site acquisition and development of low-income ownership units at 335 Pierce Road; City Council approval of the commitment of \$1M to a housing project targeted at school district employees at 320 Sheridan Dr.; and City Council authorization of the city manager to execute a funding agreement for \$2M with MidPen for the development of affordable housing targeted towards Veterans at Veterans Affairs medical center site. The City continues to partner with 2022 NOFA-funded home rehab programs with Habitat and Rebuilding Together Peninsula (RTP). In 2024, Habitat received 22 inquiries for its home rehab program and had 3 qualified applicants move forward into the scoping phase and RTP completed five home rehab projects totaling \$61,489.73 in City funds disbursed.
H1.F Update the Housing Element	Assure consistency with SB 375 and Housing Element law	1/31/2023	The City Council adopted the 2023-2031 Housing Element on January 31, 2023. Following subsequent reviews by HCD, the City Council adopted amendments to the Housing Element on January 23, 2024. HCD certified the Housing Element on March 20, 2024.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction	Menlo Park		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
H1.G Update Priority Procedures for Providing Water Service to Affordable Housing Developments	Comply with Government Code § 65589.7	When the Urban Water Management Plan is updated (anticipated 2025 and 2030)	This program will be undertaken with the adoption of the next Urban Water Management Plan (UWMP) anticipated in 2026, and was most recently completed for the City's 2020 UWMP in 2021.
H1.H Transparency on Progress towards RHNA and Mid-cycle Review	Increase accessibility and transparency of affordable housing development in the city	Website shall be updated annually on pipeline projects. Mid-cycle review and report to City Council in 2027	The City's website is regularly updated with an interactive development projects map and information on projects under review, approved, under construction, and completed. The Housing Element Annual Progress Report (APR) is also posted on the City's website annually. A mid-cycle review will be completed with City Council in 2027.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction	Menlo Park		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
H1.I Utilize the City's Below Market Rate (BMR) Housing Fund	Accumulate and distribute funds for housing affordable to extremely low-, very low-, low- and moderate-income households	Advertise the availability of funds in the BMR Housing Fund at least every two years	The City administers and advertises every two years the availability of funds in the BMR housing fund through a Notice of Funding Availability (NOFA). The objective of the NOFA is to support the acquisition, rehabilitation, preservation or new construction of housing that will provide long-term affordability. The funding is intended to fill the financing gap between projected total development costs and other available funding sources. The City released a NOFA December 2022. The City recommended approval of three proposals for a total of \$4.18 million. This included support for new BMR ownership construction at the low-income level (123 Independence Dr.), new BMR rental construction for veterans at the extremely low and very low-income levels (795 Willow Road - VA), and funding for home rehabilitation for low-income households (Rebuilding Together Peninsula). The funding agreement for the VA project was executed in 2024 and Rebuilding Together Peninsula has continued to assist with rehabilitation projects of several homes in the Belle Haven neighborhood. In addition, the City Council reaffirmed commitment of \$3.6 million in BMR funds towards the acquisition of property to construct between eight to 10 affordable, for-sale units at 335 Pierce Road in April 2024, and committed \$1 million in Nov. 2024 towards a 100% affordable housing project targeted towards teachers through a separate funding request in April 2024. The City remains active in supporting housing production, preservation and protection programs. The City will continue to monitor its BMR funds to determine its ability to release the next NOFA.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction	Menlo Park		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
Table D			
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Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
H2.A Preservation of Assisted Housing	Adopt an ordinance for at-risk units. Preserve 92 low income units in Crane Place Apartments at risk of conversion in 2028, supporting the continued provision of affordable housing within Menlo Park's high resource neighborhoods	Adopt ordinance within one year of Housing Element adoption. Contact owners of Crane Place Apartments no later than 2025 to ensure compliance with state preservation notice law	The City has not yet initiated this program.
H2.B Amend the Zoning Ordinance to Protect Existing Housing	Protect existing rental housing as part of infill implementation and other Zoning Ordinance changes	Within two years of Housing Element adoption	The City has not yet initiated this program.

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Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
H2.C Assist in Implementing Housing Rehabilitation Programs	Utilize the City's BMR funds to rehabilitate very low- and low- income housing. Conduct proactive outreach to identify and assist at least 20 very low income homeowners in Menlo Park's moderate resource neighborhoods	Initiate Homeownership Preservation Program in 2023 and complete within three years. Expend electrification funds allocation from the California Energy Commission by June 30, 2026	The Homeownership Preservation Program was initiated in 2023, with outreach conducted during fall and winter 2023. The program will be directed toward low- and very low-income households based on the finalized agreement with Habitat for Humanity to ensure a potential pool of 20 households can receive funding. Other program components will occur consistent with the listed Housing Element timeframe. In 2024, Habitat for Humanity identified a number of potential applicants for Home Preservation Program. The City also has a program to help rehabilitate and upgrade homes through electrification. The program soft launched in August 2024 and 41 assessments have been scheduled with 22 completed through Jan. 2025. Installation in two homes are underway.
H2.D Accessory Dwelling Unit (ADU) Amnesty Program	Bring unpermitted ADUs up to code to improve their health and safety for occupants and integrate within the City's official housing stock	Homeowner outreach and incorporation of amnesty provisions in the Zoning Ordinance shall be completed by the end of 2024	The City has not yet initiated this program.

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H2.E Anti-Displacement Strategy	Mitigate displacement in the city and provide financial assistance to tenants	Develop an anti-displacement strategy for the City, particularly in the Belle Haven neighborhood, and initiate program implementation by January 2024, expanding to address other potential policies in the program through 2026	Development of initial implementation of an anti-displacement strategy was initiated in 2024. Community meetings were held in the Belle Haven Community Center in November 2024 to help prioritize various community suggested anti-displacement strategies. The City held a meeting in English to receive feedback on different anti-displacement strategies, which was followed shortly afterwards by the same meeting in Spanish. Approximately 12 persons attended both meetings. The feedback is being reviewed and staff will finalize the anti-displacement strategy in 2025.
H2.F Childcare Allowances	Support families with children, large families generally, and single-parent households	Update zoning code within 1 year of housing element adoption	This program was completed December 5, 2023 with the adoption of an ordinance by City Council to amend chapters 16.04 and 16.08 of the Municipal Code.

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H3.A Amend Procedures for Reasonable Accommodation	Protect existing rental housing as part of infill implementation and other Zoning Ordinance changes	Eliminate the application fee and amend the Ordinance for consistency with guidance provided by DOJ and HUD by 2024. Publish the handout by the end of 2025. Implementation of reasonable accommodation procedures will be ongoing throughout the planning period.	The City has yet to initiate this program.
H3.B Encourage Rental Housing Assistance Programs	Provide assistance at current Section 8 funding levels to assist 230 extremely low and very low-income households per year (assumes continued funding of program)	Property owner outreach in 2024 and 2027; Update website annually	In conjunction with Programs H1.C and H5.C, the City will initiate and update its website and conduct outreach with multi-family property owners, particularly in high-resourced areas, to encourage participation in the Section 8 program this year, consistent with the timeline.

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Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
H3.C Assist in Providing Housing for Persons Living with Disabilities	Conduct outreach on the availability of funds for non-profit organizations that provide housing and programs for people with disabilities. Promote available funds through the community funding grant program, which provides an allocation of up to 1.7 percent of the collected property tax revenue	Outreach would be conducted yearly. Evaluation of Universal Design in 2024	The City will continue its efforts to collaborate with non-profit organizations. The City has yet to evaluate potential universal design features.
H3.D Develop Incentives for Special Needs Housing	Amend the Zoning Ordinance to provide opportunities for housing and adequate support services for seniors and people living with disabilities	Within two years of Housing Element adoption	The City will focus efforts on this program in 2025, consistent with the timeframe listed in the Housing Element.

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Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
H3.E Continue Support for Countywide Homeless Programs	Support housing and services for the homeless and at-risk persons and families. Re-initiate participation of Housing Division staff, along with continued participation of Menlo Park Police Department staff, in monthly meetings with the LifeMoves HOT. The City will partner with LifeMoves to improve conditions for the homeless.	Re-initiate participation of Housing Division in LifeMoves HOT in 2023. Consider funding resources for homeless case manager in 2024	The City has partnered with the County's Center on Homelessness to address homeless encampments in the City. LifeMoves and WeHope are contracted to provide direct outreach services and regularly interact with individuals at the encampments. The City's Housing Division and Police Department participate in monthly meetings with the County.
H3.F Work with the U.S. Department of Veterans Affairs on Homeless Issues	Contact the U.S. Department of Veterans Affairs to coordinate in addressing the needs of people experiencing homelessness. Seek to achieve a minimum of 60 new units of affordable housing for veterans	Meet with the U.S. Department of Veterans Affairs annually. Per the VA and MidPen, construction is intended to start in December 2024 and project opening would be in March 2026	In September 2024, the City Council adopted a resolution to authorize the city manager to execute a funding agreement with MidPen in the amount of \$2M and for staff to appropriate the funds from the FY24-25 budget. City funds are expected to be dispersed to MidPen in early 2025. The project groundbreaking occurred in Feb. 2025.
H3.G Zoning Text Amendments for Special Needs Housing	Facilitate housing for Menlo Park's special needs and extremely low income populations	Amend Zoning Code by 2024	The City has yet to initiate this program.

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H3.H Inclusionary Accessible Units	Expand housing opportunities for people with disabilities	Incorporate incentives for accessible units in the AHO (2023) and updated BMR regulations (2025), and promote on the City's website. Utilize the Housing Element Annual Progress Report (APR) to report on specific incentives incorporated within BMR and AHO, including website links to the updated regulations	The City updated the Affordable Housing Overlay (AHO) in 2023, including incentives for multi-bedroom and family housing and as well as senior housing. Incentives for accessible units were not incorporated at that time. The City's BMR Guidelines include an accessible unit preference for BMR applicants with accessibility needs. The City may revisit the potential for accessibility incentives in future years and/or during the mid-cycle review for the Housing Element. The City will focus on other efforts in this program in 2025, consistent with the timeframe listed in the Housing Element.
H3.I Accessible ADUs	Expand housing opportunities for people with disabilities	Within two years of Housing Element adoption concurrent with Program H3.A	The City will focus efforts on this program in 2025, consistent with the timeframe listed in the Housing Element.
H3.J Marketing for Accessible Units	Expand housing opportunities for people living with disabilities	Ongoing on a project-by-project basis	The City will focus efforts on this program as new projects are identified on Housing Inventory sites and other sites zoned for multifamily residential development opportunities.

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H3.K Employment Services	Host a working meeting or workshop with employers and advocacy groups to develop a strategy for creating jobs for persons with disabilities and boosting the number of workers with disabilities among area employers	Meeting will be held by the end of 2026. Program implementation will be ongoing thereafter	The City will focus efforts on this program in 2026, consistent with the timeframe listed in the Housing Element.
H3.L Large Units	Encourage the development of housing for large families	Adopt large unit bonus within two years of Housing Element adoption, and post on City website in conjunction with developer guide	The City began implementation of this program with the adoption of amendments to the Affordable Housing Overlay as noted in H3.H and in Specific Plan in November 2023, which included potential bonus floor area ratio (FAR) for the development of units with three or more bedrooms. Additional efforts to expand FAR bonus options for large family units in other areas of the city may be evaluated in the future.
H3.M Wheelchair Visitability	Allow for people with wheelchairs to have greater visitation access to homes in Menlo Park	Within six years of Housing Element adoption	The City will focus efforts on this program consistent with the timeframe listed in the Housing Element.

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H4.A Amend the Below Market Rate Inclusionary Housing Regulations	Coordinate with 21 Elements in preparation of a regional nexus study to determine the cost of the in-lieu fee and provide input into amendments to the City’s BMR Program. Implement requirements to assist in providing housing affordable to extremely low-, very low-, low- and moderate-income households throughout Menlo Park’s high resource neighborhoods	Initiate nexus study in 2023. Amend the BMR Inclusionary Housing Regulations and update the in-lieu fee within two years of Housing Element adoption; incorporate into a handout for developers on the City’s housing requirements and incentives for posting on the City’s website	The City is participating in the 21 Elements regional nexus study. In 2024, 21 Elements prepared a draft RFP for consultants to develop the regional nexus study and submitted a joint application for TOC Housing Policy grant funding. The RFP will be released in 2025.
H4.B Modify BMR Guidelines Regarding Allocations	Amend the Zoning Ordinance to require additional affordable units in market-rate developments	Within two years of Housing Element adoption	The City continues to participate in the 21 Elements BMR Guidelines working group. A first phase of the BMR Guideline revisions will occur in 2025.

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H4.C Increase Commercial Linkage Fee	Increase local funding to support production of affordable housing	Complete nexus study in conjunction with inclusionary nexus study (Program H4.A), and adopt linkage fee within two years of Housing Element adoption	In 2024, with City feedback, 21 Elements prepared a draft RFP for consultants to develop the regional nexus study. The RFP will be released in 2025.
H4.D Modify the Affordable Housing Overlay (AHO)	Incentivize affordable housing development on housing opportunity sites located in high resource areas of the community. Annually monitor progress under the AHO in conjunction with the Housing Element Annual Progress Report; after three years of implementation (2027), report back to City Council, including any recommended adjustments to the AHO to improve effectiveness	Within one year following Housing Element adoption. Incorporate AHO provisions into a handout for developers on the City's housing requirements and incentives for posting on the City's website	The AHO was modified on December 5, 2023 with the adoption of an ordinance by City Council to amend chapter 16.98 of the Municipal Code to allow a density of up to 150 dwelling units per acre (du/ac) for a development with 100 percent affordable housing. A handout will be developed to explain the updated requirements and incentives.

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H4.E Streamlined Project Review	Utilize objective design and development standards to add greater certainty to and streamline the development review process	Objective design/development standards and ministerial review for 100% affordable projects (2025); Eliminate CUP for multi-family (2025); SB 35 streamlining (2026, or earlier as needed)	Objective design standards were included with each of the new and updated zoning districts adopted by City Council on December 5, 2023. Additional streamlining actions outlined in the program will be completed according to program timeline in 2025 and/or 2026.

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Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
H4.F Modify Accessory Dwelling Unit (ADU) Development Standards and Permit Process	Zoning Ordinance amendment and accompanying public-facing documentation (i.e., on the City website). Seek to produce at least 85 ADUs between 2023-2031, including 51 affordable to lower income households, furthering economic integration in traditionally single-family neighborhoods	Homeowners outreach, modifications to the Zoning Ordinance, and development of potential ADU designs tool shall be completed by the end of 2024. Within six months of receipt of HCD's letter regarding ADU regulations non-compliance issues, the City will make revisions to address the identified issues	The City is awaiting receipt of HCD's letter regarding any ADU regulations non-compliance issues and will make any necessary revisions to local ordinances as outlined in the program and within the program timeframe following receipt of the letter. The City has continued to see robust development trends for ADUs in the community, with 68 ADUs permitted in 2024, achieving over 100% of the total planning period goal though 2031. The City also launched its pre-approved ADU process to comply with AB 434.

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H4.G Prioritize Affordable Housing on City-Owned Parking Lots Downtown	Achieve the development of 345 affordable units on a combination of City owned parking lot sites in the downtown, supporting the integration of affordable housing options in high resource areas of the community	Initiate feasibility study (2023); Issue RFP for development (2024); Complete development entitlements (2025); Complete development (2027)	In August 2024, the City Council reviewed a feasibility study and directed staff to proceed with exploring development on Parking Plazas 1, 2, and 3. The three parking lots could accommodate more than 345 units using the existing zoning provisions on the three sites. City staff and the City Council conducted public outreach, held multiple public meetings, and considered public feedback regarding the potential for development on the sites through the end of 2024. In January 2025, the City Council authorized release of an RFQ for the three parking lots, with responses due in March 2025.
H4.H Review the Subdivision Ordinance	Review and adopt amendments to the Subdivision Ordinance as needed	Within three years of Housing Element adoption	The City has yet to initiate this program.
H4.I Create New Opportunities for Mixed-Use Development	Adopt a Zoning Ordinance amendment	Within one year of Housing Element adoption	This program was completed December 5, 2023 with the adoption of ordinances by City Council to amend various chapters of the Municipal Code to create and update mixed use zoning districts.

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H4.J Increase Residential Density and Maximize Development Proposals	Increase residential density in certain high resource areas of the city, develop additional multifamily housing on suitable parcels, and facilitate achievement of maximum permitted densities through adoption of appropriate development standards	To be completed within the first year of the planning period	This program was completed December 5, 2023 with the adoption of ordinances by City Council to amend various chapters of the Municipal Code to update the City's R-3 and R-4 zoning districts.
H4.K Rezone for Lower Income Shortfall	Increase residential density to a range from a minimum of 20 du/ac and allowing for densities of up to 100 units/acre or greater and affordable housing on sites identified for housing for at least 6.8 acres to provide for at least 202 lower-income units	1/31/2024	This program was completed December 5, 2023 with the adoption of ordinances by City Council to amend various chapters of the Municipal Code and implement Programs H4.D, H4.I, H4.J, H4.L, H4.Q, and H4.T.
H4.L Modify El Camino Real/Downtown Specific Plan	Increase housing opportunities in El Camino Real/Downtown Specific Plan Area, thereby facilitating production of affordable housing and enhancing economic integration in high resource areas of the community	Within one year of Housing Element adoption	This program was completed November 28, 2023 with the City Council adoption of amendments to the Specific Plan.

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Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
H4.M Update Parking Requirements and Design Standards	Modify Municipal Code to include amended parking requirements and establish a parking or alternative transportation in-lieu fee	Within one year of Housing Element adoption; an in-lieu fee will be evaluated within two years of Housing Element adoption. Additional amendments will be completed as needed thereafter with ongoing staff review of parking standards	Parking requirements for the City's multifamily and mixed use zoning districts were modified so that no more than one parking space is required for smaller units (e.g., one-bedroom, studio, or single-room occupancy units) as part of the adoption of amendments to the Specific Plan and Municipal Code in November and December 2023. Additional program actions will be conducted in the future according to the program timeline.
H4.N Achieve Long-Term Viability of Affordable Housing	Establish project management and other ongoing project coordination needs	As developments are proposed and ongoing thereafter	The City will focus efforts on this program as new projects on the Housing Inventory sites and other sites zoned for multifamily residential development opportunities, consistent with the timeframe listed in the Housing Element.

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H4.O Identifying SB 10 Sites	Amend the Zoning Ordinance and Map to implement an SB 10 overlay; target the development of 2 SB 10 projects per year from 2027 through 2031 (5 years), averaging 5 units per project, for at least 50 total SB 10 units. At least 80 percent of these units are targeted for Racially Concentrated Areas of Affluence (RCAAs) south of US-101.	Adopt the overlay by December 2026	The City will focus efforts on this program during or before 2026, consistent with the timeframe listed in the Housing Element.
H4.P Community Opportunity to Purchase	Adopt a community opportunity to purchase ordinance. Increase opportunities for affordable housing development	Adopt ordinance by the end of 2024	The City has not yet initiated this program.
H4.Q Reuse Sites	Allow for ministerial review for housing development on reuse sites that propose at least 20 percent of the units as affordable for lower-income households	Within three years of Housing Element adoption	This program was completed December 5, 2023 with the adoption of ordinances by City Council to amend various chapters of the Municipal Code.

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H4.R Work with the Fire District	Undertake local amendments to the State Fire Code and approve City Council Resolution ratifying the Fire District's local amendments	Complete local amendments to the State Fire Code by the end of 2025. Ratify amendments by the end of 2026.	The City will collaborate with the Menlo Park Fire Protection District as needed. In Dec. 2022, the City Council last adopted a resolution ratifying the Fire District's amendments to the 2022 California Fire Code.
H4.S Coordinate with School Districts to Link Housing with School District Planning Activities	Coordinate with local school districts in planning for future housing in consideration of each school district's long-range planning, resources and capacity	Ongoing through project implementation	The City will focus efforts on this program as new projects are identified on Housing Inventory sites and other sites zoned for multifamily residential development opportunities, consistent with the timeframe listed in the Housing Element.
H4.T Residential Overlay	Allow residential uses in currently non-residential areas of Menlo Park	To be completed within the first year of the planning period.	This program was completed December 5, 2023 with the adoption of an ordinance by City Council to create chapter 16.95 of the Municipal Code.

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Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
H4.U Federally-Owned Sites and School Sites	Facilitate residential development on sites owned by the USGS, VA, and Ravenswood City School District to achieve at least 131 new affordable housing units in Menlo Park.	<p>USGS: Coordinate with General Services Administration and prospective buyers (2025); Complete residential development entitlements (2028); Issue residential development building permits for at least 89 units (2030).</p> <p>VA: Complete development of at least 60 units (2027).</p> <p>Ravenswood City School District: Complete outreach in collaboration with School District and MidPen (2024), Complete development entitlements (2025), Complete</p>	<p>In early 2025, the City received correspondence from the General Services Administration (GSA) indicating that the USGS site will be reoffered for sale by Sealed Bid Auction. Sealed bids will be publicly opened on April 15, 2025. The City will continue to coordinate with GSA and prospective buyers.</p> <p>The VA site is technically not subject to the City’s discretionary planning approvals, however, MidPen complied with the City’s R-4-S zoning requirements in recognition of the development’s location and connection to the surrounding community. In September 2024, the City Council committed \$2 million in BMR NOFA funds, and will continue to partner with MidPen on the project.</p> <p>The City reviewed the Ravenswood City School District proposal for affordable housing at 320 Sheridan Drive in 2024. On November 19, 2024, the City Council approved a \$1M commitment for the affordable housing project. In January 2025, the Planning Commission approved the project, which was appealed and will be reviewed by the City Council in early 2025.</p>

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H4.V Local Density Bonus Law Ordinance	Facilitate utilization of State Density Bonus Law	By December 2024	The City has not yet initiated this program.
H5.A Fair Chance Ordinance	Expand renter protections	Within five years of Housing Element adoption	The City will focus efforts on this program during or before 2028, consistent with the timeframe listed in the Housing Element.
H5.B Undertake Community Outreach When Implementing Housing Element Programs	Conduct community outreach and distribute materials	At least on an annual basis	Outreach on Housing Element-related efforts utilized an integrated communication strategy including direct mail, targeted email, weekly newsletters, social media, newspaper notices, A-frames/posters, electronic message boards, and in-person and virtual community meetings. The City maintains up-to-date information on multiple Housing Element-related webpages, and community members can continue to subscribe to specific project email lists. The City partnered with community-based organizations (e.g., Climate Resilient Communities) to enhance community outreach and engagement through local networks, particularly striving to reach underserved communities. This program will continue throughout the planning period.

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H5.C Provide Multilingual Information on Housing Programs	Improve access to information on housing programs to persons with limited English proficiency	Continue to provide readily translatable information on the City's webpage and work to provide written information and handouts on the City's key housing programs in multiple languages by December 2024.	The City's website is readily translatable and information regarding Spanish language interpretation/translation is provided on public hearing notices. The City will focus efforts on expanding to written materials and the availability of information in multiple languages.

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H5.D Address Rent Conflicts	Increase awareness among residents, including low income and special needs populations, of available resources for addressing rent conflicts and fair housing complaints	AFFH Actions: Provide multilingual fair housing information at City facilities (2023); Conduct informational workshops at the Family Recreation Center and before City Council (2024, 2026); Provide fair housing information to rental property owners (2025, 2028)	In May 2024, in celebration of Affordable Housing Month, the City held a Housing Resource Fair in which Project Sentinel was a participating organization. They were able to distribute material about their Rental Mediation Program. In addition, the City has produced a Housing Resource Guide that includes tenant/landlord resolution information.

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Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
H5.E Publicize Fair Housing Laws and Respond to Discrimination Complaints	Affirmatively further fair housing by increasing awareness among residents, including low income and special needs populations, of available resources for addressing fair housing issues	AFFH Actions: Provide multilingual fair housing information at the Family Recreation Center (2023); Conduct informational workshops at the Center and before City Council (2024, 2026); Provide fair housing information to rental property owners (2025, 2028)	In May 2024, in celebration of Affordable Housing Month, the City held a Housing Resource Fair in which Project Sentinel was a participating organization. They were able to distribute material about their fair housing services. In addition, the City has produced a Housing Resource Guide that include fair housing information and housing discrimination investigation.
H5.F First-Time Homebuyer Program	Provide opportunities for moderate income first-time homebuyers to reside in the community, thereby fostering housing mobility.	Conduct program outreach by December 2024	The City has a Legacy List, which is currently closed. Moderate income homebuyers have access to purchase opportunities through the BMR program if they are on the Legacy List and there is a moderate income unit available. The City will continue to monitor opportunities to enhance the program.
H5.G Improve Access to City Law	Have a one-stop landing page for development information that can be easily understood by developers and members of the public	Develop website by December 2024	The City will continue to focus efforts on this program in 2025, consistent with the program in the Housing Element.

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Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
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1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
H5.H Tenant Readiness Education Program	Provide educational assistance and identify resources to help renters acquire and maintain decent and affordable housing	Establish partnership or develop program by December 2024	The City will continue to focus efforts on this program in 2025, consistent with the program in the Housing Element.
H5.I Racial Equity Training Program	Increase awareness, build organizational capacity and infrastructure, and strive for racial equity in housing and other local government matters	Join program by December 2023; initiate first racial equity training session in 2024	Throughout 2024, representatives from different City departments, including, but not limited to, the City Manager's Office, Community Development, Police, Public Works, and Library and Community Services, participated in regular Equity in Government meetings facilitated by the County of San Mateo with the overall goal of growing equity work together across the county. In February 2024, City representatives participated in a Foundational Equity Training organized by the County of San Mateo and presented by The Justice Collective, with the intent to assess training capacity and appropriateness for potential broader organization-wide equity training.

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Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
H5.J Environmental Justice Element	Prioritize the needs of Underserved Communities (Disadvantaged Communities); reduce pollution exposure; improve access to public facilities; promote food access; promote safe and sanitary housing; promote physical activity; promote civic engagement.	Continue community outreach and engagement and the refinement/prioritization of policies and programs to advance environmental justice (2024); adopt the Environmental Justice Element (2024); evaluate potential funding of environmental justice programs through utilization of Community Amenities funds in the Bayfront area (annually); implement at least one Environmental Justice Element program each year with emphasis on the highest priority programs identified through	<p>In September 2024, following three years of community outreach and engagement with a focus on meeting people where they are and empowering the voices of Menlo Park’s underserved Belle Haven and Bayfront communities, the City of Menlo Park adopted its first General Plan Environmental Justice (EJ) Element.</p> <p>Through an inclusive, intentional, and equitable planning process with over 15 outreach and engagement events, the Menlo Park community harmonized voices into an action-oriented plan to positively impact the whole ecosystem — not only the environment, but also the health and wellbeing of people.</p> <p>The community identified three top priorities for advancing EJ: Priority #1: Provide Safe, Sanitary, and Stable Homes; Priority #2: Promote Access to High Quality and Affordable Food; and Priority #3: Reduce Pollution Exposure and Improve Air Quality. The EJ Element is a living document that will grow with and for the community over time.</p> <p>In March 2025, the Planning Commission and City Council will review the first EJ Element Annual Progress Report. Together with the community, the City will continue to advance EJ through implementation of the programs and action items identified in the EJ Element Action Guide.</p>

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1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
H6.A Reach Codes	Achieve greenhouse gas reduction targets	Ongoing on a project-by-project basis	In 2024, the City Council gave direction to staff to prepare a reach code to promote residential electrification. Staff developed an ordinance to require rewiring for future appliance electrification at the time of replacing a main electrical panel. The City will continue to encourage reduction in greenhouse gas emissions as projects are reviewed.
H6.B Electric Vehicle Charging	Achieve greenhouse gas reduction targets	Concurrent with the next building code update in 2025	The City continued implementation of the residential electric vehicle reach codes. Additionally, the City updated the 2025-2030 Climate Action Plan scope of work which identified new priority actions to expand access to electric vehicle charging for multifamily properties. Staff promoted Peninsula Clean Energy's electric vehicle charging rebate for multifamily properties and explored partnerships with other programs.
H6.C Air Conditioning or Cooling Alternatives	Ensure healthy building environments	Within two years of Housing Element adoption	At the end of 2024, Menlo Park's Home Upgrade program completed 19 home energy assessments with 7 signed participation agreements for Belle Haven homeowners to receive energy efficiency and electrification upgrades including heat pumps. Additionally, the City promoted Peninsula Clean Energy's heat pump rebate available to all single family and multifamily property owners. The City continued exploring local code amendments to encourage the installation of high-efficiency heat pumps, ceiling fans, air exchangers, and increased insulation.

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Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
H6.D Promote Energy Efficient/Renewable Programs	Encourage participation in the energy efficient and renewable energy programs	Update the City's website annually	The City's website was updated in 2024 with information on new energy efficiency programs offered by Peninsula Clean Energy. Announcements for these programs were also published in the City's weekly electronic newsletter and social media channels. The City provided education about the programs at in person community events.
H6.E Explore Multimodal Improvements	Coordinate with Redwood City on potential pedestrian and bicycle improvements	Within three years of Housing Element adoption	The City will seek out opportunities to coordinate with the City of Redwood City on Capital Improvement Plan projects and development projects that could incorporate bicycle and pedestrian improvements linking the two cities. The City will continue to focus efforts on this program during or before 2026, consistent with the timeframe listed in the Housing Element.
H6.F Transit Incentives	Reduce vehicle trips and parking demand and increase use of alternative forms of mobility	Ongoing on a project-by-project basis	The City has initiated an update to its Transportation Demand Management (TDM) Guidelines to align trip reduction goals for development projects with C/CAG policy. The City will focus efforts on this program as new projects are identified on Housing Inventory sites and other sites zoned for multifamily residential development opportunities, consistent with the timeframe listed in the Housing Element.

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1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
H6.G Neighborhood Connectivity	Reduce disparities in access to opportunities	Identify project priorities annually through coordination with the City's capital improvement projects list; implementation of the projects shall be ongoing throughout the planning period	The 2023-2028 Capital Improvement Plan includes projects for Belle Haven Traffic Calming Plan Implementation, Caltrain Grade Separation, Middle Avenue Caltrain crossing design study and construction, Coleman-Ringwood Avenues Transportation Study, El Camino Real Crossings improvements, Haven Avenue streetscape improvement, Middle Avenue complete street study, and various other pedestrian and bicycle improvements. The City will continue to focus efforts on this program as new projects are identified on Housing Inventory sites and other sites zoned for multifamily residential development opportunities, consistent with the timeframe listed in the Housing Element.
H7.A Create Objective Residential Design Standards	Adopt objective design standards for multifamily developments, mixed-use housing developments, and ADUs to add greater certainty to and streamline the development review process	Objective design/development standards outreach (2024) and adoption (2025)	The City Council adopted objective design standards for the C-MU mixed use and R-3 zoning multi-family residential districts on December 5, 2023. The City will evaluate the development of standards for other uses such as single-family residential and ADUs.

Jurisdiction	Menlo Park	
Reporting Period	2024	31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

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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.			TOTAL UNITS ⁺	The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺ . For detailed reporting requirements, see the checklist here: https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺		
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

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Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

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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?	Yes
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.	https://menlopark.gov/files/sharedassets/public/v2/community-development/documents/20220303-below-market-rate-guidelines.pdf
Notes	See section 8.1 of the BMR Guidelines linked from the City's website above. Preferences include live and/or work, unhoused, displacement, and accessible unit preferences.

