

Novato Unified School District Education Workforce Housing Feasibility Study

August 2024



Brookwood Partners



NOVATO
UNIFIED
SCHOOL
DISTRICT

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Findings included in this initial due diligence review are provided to Novato Unified School District for purposes of supporting the Board in establishing the strategic vision for NUSD's real estate assets and the workforce housing goals. This due diligence study does not constitute financial advice to the District. The information and assumptions included and/or referenced in the document are preliminary, are forward thinking in terms of real estate market cycles, and represent a first iterative step in the real estate development process.

Executive Summary

The purpose of this document is to report the findings, recommendations, and next steps pertaining to the feasibility study for education workforce housing that was conducted for Novato Unified School District (“NUSD” or “the District”) by Brookwood Partners. This study was conducted between March and August 2024, and the key results are summarized below:

- Potential demand for education workforce housing in NUSD is strong, and could be a powerful recruitment & retention tool. A survey of employees found that 95% were supportive of or open to the District providing housing, and 56% expressed interest in living in District-provided housing. 43% of employees surveyed said they have considered leaving their job due to housing costs, and more than half said that low-cost housing would influence their decision to stay with the District.
- The District owns multiple properties which are suitable to housing development. Six sites were studied and five were found to be possible candidates for development based on existing physical conditions, site access, transit access, utilities and infrastructure, environmental and biological resources, and other key characteristics. These sites could accommodate a mix of housing types including multifamily apartments and attached townhomes. Only one site considered, the Food and Nutrition Services & Transportation site, was found to be unsuitable for development and is not recommended for further exploration.
- The City of Novato will be the agency granting approvals for a workforce housing project. The entitlements required and anticipated timeline will depend on the type of project and site(s) that are ultimately pursued. This study provides a preliminary assessment of the existing land use designations governing the sites, and suggests potential pathways and legislative tools for securing entitlements that may be available to the District.
- Various financing strategies and funding sources may be pursued to develop workforce housing. The District could choose to sell surplus land and reinvest the proceeds, use debt that will be repaid with rental income, seek other sources of funding such as federal and state subsidies, or seek General Obligation bonds. A combination of sources could be part of any workforce housing development, and the District should consult with its financial advisor for advice specific to these options.

- There are financially feasible options available to the District to construct workforce housing. This preliminary analysis indicates that, with sale proceeds from forecasted land values and estimated debt financing alone, the District could fund the development of +/- 40 to 72 units, depending on its strategy for entitling surplus sites and land value recovery. If the District wishes to develop as many as the ~190-220 for which there is likely demand, other sources of capital will need to be identified. There are other steps that can be taken to marginally increase the unit count without other sources, as detailed in the Financial Analysis section of this report.
- Brookwood Partners recommends proceeding with workforce housing development at the Hamilton site. The site is conducive to higher density and has ample space to accommodate a phased development approach. A Phase I project could be pursued immediately, funded through sales of other sites and debt. The District would preserve the option to develop the rest of the site with additional housing if other funding is identified, or sell the remainder at a later date.

Once a development strategy is identified, the next step in this project is predevelopment analysis. Key predevelopment activities will include:

- Site plan refinements and preliminary architectural designs
- Cost estimate & development budget refinements
- Preliminary discussions with elected officials, and continued engagement with City staff and community stakeholders
- Detailed site due diligence, including additional environmental, engineering, and traffic studies
- Further investigation of potential for alternative funding sources

We look forward to receiving the Board's feedback on the options presented here to refine the strategy and we are ready to continue to support the District in this important effort.

Project Background & Objectives

In March 2024, Brookwood Partners was engaged by the Novato Unified School District to conduct an initial feasibility study evaluating the potential for the development of education workforce housing on District-owned land. The District's stated goal in undertaking this project was to support its educational mission through the redevelopment of underutilized real estate assets for staff recruitment & retention.

Like many school districts across California, NUSD faces a persistent challenge in attracting and retaining educators and other employees. Chronic funding challenges, especially relative to some of the wealthier neighboring school districts in Marin County, make it difficult to compete for talent on the basis of compensation.

Meanwhile, the extraordinarily high and ever-increasing cost of living across California is felt sharply in Novato, due in large part to housing costs. On average, a beginning teacher working for NUSD must pay approximately 64% of their gross income to rent a typical apartment in Novato, while the average classified employee must pay approximately 91% of their gross income.

District employees struggle to pay market rent to live in the community they serve. This puts undue burden on the District's workforce in terms of strained budgets and long commute times, and weakens the connection between Novato families and the dedicated people who educate their children.

Against this backdrop, the Board of Directors has identified the potential to develop workforce housing on one or more of its properties as serving a clear public purpose for the school district and broader Novato community.

Novato Housing Market Overview

This section provides a brief overview of recent trends in the Novato housing market, providing a foundation for understanding the City's housing needs.

Novato is located in Marin County, in the North Bay region of the Bay Area. Marin County is among the most affluent areas in California. The Area Median Income ("AMI") for Marin County for a household of four in 2024 is \$186,600, making it tied for the highest income county in California. Moreover, with its low-density character, housing costs in Marin County are also among the highest in the state. Novato has a lower median household income than the overall county, and approximately 47.1% of households in Novato were considered low-income (i.e., earning less than 80% of AMI).

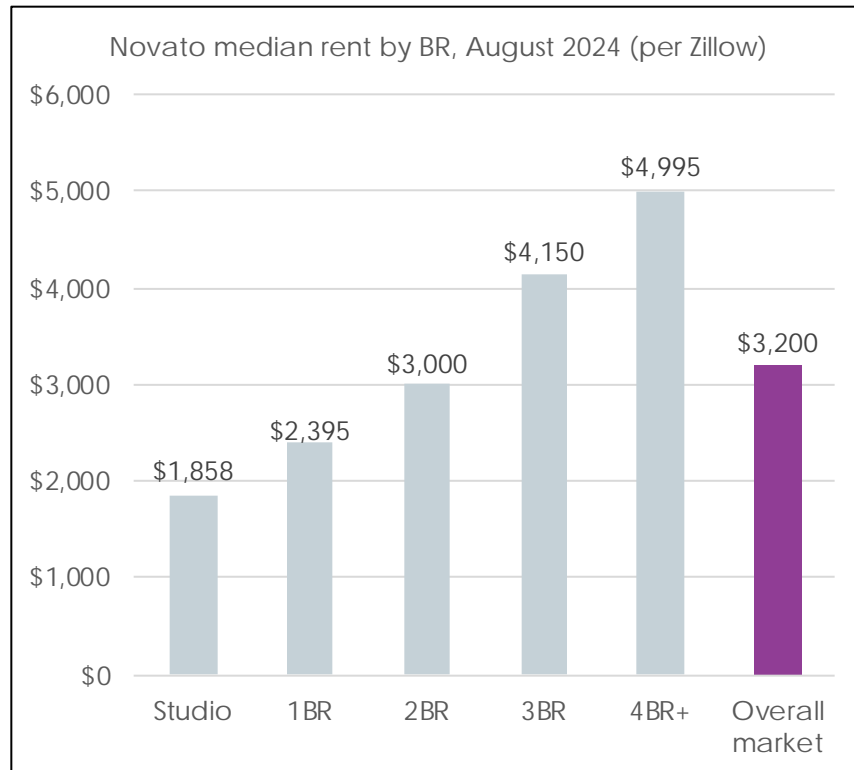
The City of Novato's 6th Cycle Housing Element, which was adopted in April 2024, gives the following key data points regarding the Novato housing market:

- A two-person household must earn \$180,980 to afford an average priced home in Novato.
- A household must earn \$78,023 to afford the median rent in Novato.
- Approximately 34.5% of Novato homeowners and 54.8% of renters are "cost-burdened", meaning they spend 30% or more of their gross income on housing costs.

These statistics underscore the fact that Novato is, while slightly more affordable than the overall county, a very expensive housing market that is challenging for many households living and working in the area.

Rental Market Trends

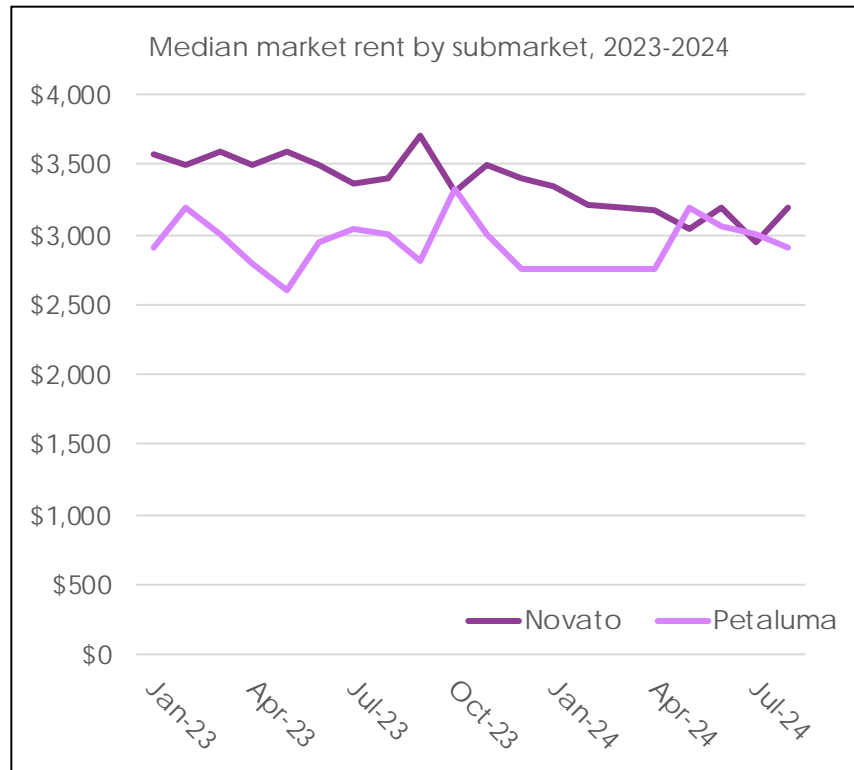
The following chart shows median monthly rental prices in Novato by bedroom size in August 2024. The data below represent current active rental listings; as such, they do not fully capture all active leases in Novato.



Source: Zillow Market Trends

Per these data, the median monthly cost to rent an apartment in Novato is \$3,200, varying in price by bedroom size from \$1,858 for a studio to nearly \$5,000 for a four-bedroom unit.

The chart below shows how median rents, as tracked by Zillow, have trended over the last two years. It shows the overall median monthly rent on a month-to-month basis for both Novato and Petaluma. Petaluma, located about 10 miles north of Novato, is sometimes cited by District employees as a more affordable alternative to living in Novato.

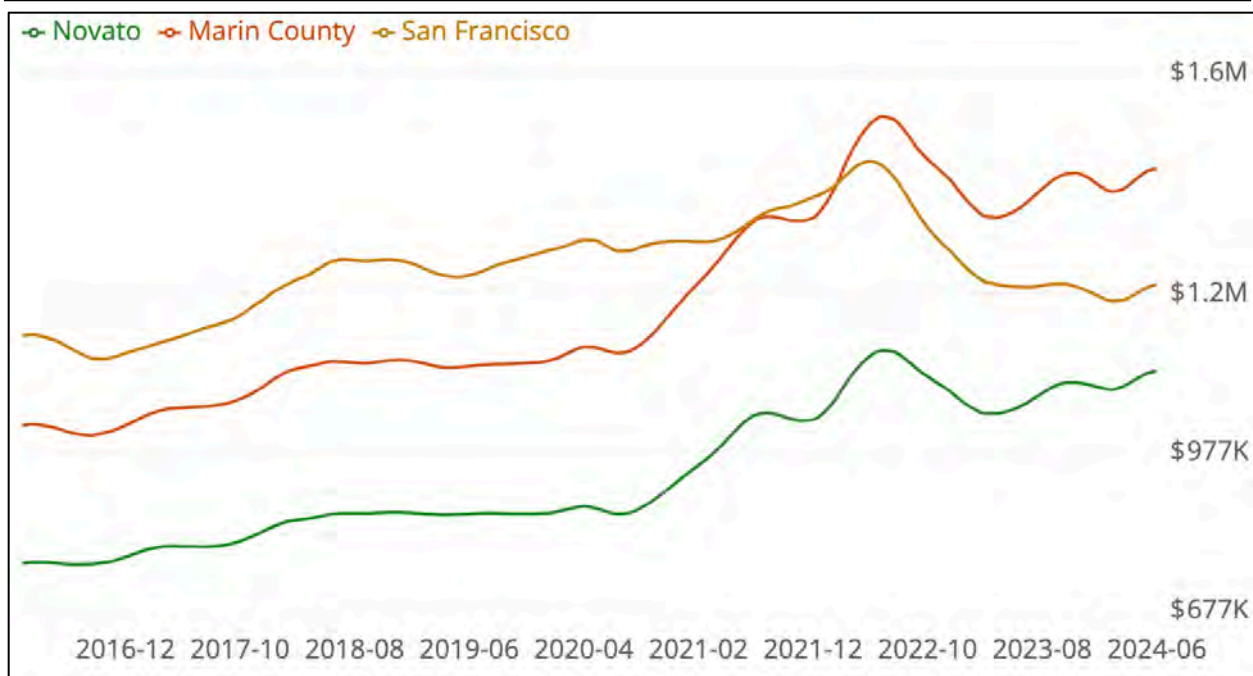


Source: Zillow Market Trends

The chart shows that, since the beginning of 2023, rental rates have moderated slightly in Novato, particularly during 2024. However, rents began to tick back up in August 2024. Meanwhile, rents in Petaluma have been largely flat over the past year and one-half and are currently roughly on par with rents in Novato as compared with the recent past.

For-Sale Market Trends

Meanwhile, the cost to purchase a home in Novato has grown substantially in recent years. The following chart shows the median home value in Novato as well as Marin County has increased at a far greater pace than San Francisco over the past eight years.



Source: Zillow Home Value Index

The median home value in Novato is currently approximately \$1.13 M. As the chart shows, that figure grew sharply during the period from early 2020 to mid 2022, and has held roughly steady since that time. While home values in Novato are lower than Marin County and nearby San Francisco, Novato home values have not seen the same recent reversion seen in those submarkets.

Housing Needs and Development Pipeline

State Housing Element law in California requires regional councils of governments to periodically allocate each member jurisdiction its fair share of the Regional Housing Needs Allocation ("RHNA") provided by the California Department of Housing and Community Development ("HCD"). The most recent RHNA allocation for Novato, covering the planning period from 2023 to 2031, requires the city to create a regulatory environment that can accommodate the development of 2,090 housing units over that time. It also specifies that those units must be developed at a range of income levels, as detailed in the following table.

Table II-2: 6th Cycle RHNA

Income	Novato		Marin County		ABAG	
	Number of Units	Percent	Number of Units	Percent	Number of Units	Percent
Total	2,090	100%	14,405	100%	441,176	100%
Extremely Low and Very Low ¹	570	27%	4,171	29%	114,442	26%
Low	328	16%	2,400	17%	65,892	15%
Moderate	332	16%	2,182	15%	72,712	17%
Above Moderate	860	41%	5,652	39%	188,130	42%

¹ "Extremely Low" included in "Very Low" Category, assumed to be 50% of the Very Low allocation.

Source: ABAG

Source: City of Novato Housing Element Update April 2024

In its recently adopted Housing Element, the City of Novato provides an inventory of pipeline projects it expects to fulfill the housing needs that have been identified. Those projects, including the anticipated number of housing units by income level, are shown in the following table.

Table B-3: Entitled and Proposed Development Pipeline ¹

APN	Address	Status	Vacant/Existing or Previous Use	Units by Income Level ²				
				Very Low	Low	Moderate	Above Moderate	Total Net New
124-282-18	200 San Marin Dr.	Approved	Vacant	–	–	6	–	6
125-180-49	8161 Redwood Blvd.	Approved	Vacant	–	40	40	–	80
125-202-03, 125-202-04, 125-202-05	773-777 San Marin Dr.	In review	Vacant office	130	130	–	1,040	1,300
125-180-23, 125-180-38	North Redwood Dr. & Pinkston Rd.	Approved	Vacant	49	8	12	61	130
141-201-12, 141-201-48	1787 Grant Ave.	In review	Vacant commercial	4	4	27	–	35
141-261-29	1316-1320 Grant Ave., 1020 Fourth St.	In review (SB 35)	Offices, residential	23	158	46	–	227
141-262-14, 141-262-13	1212-1214 Grant Ave.	In review (SB 35)	Offices	7	46	14	–	67
141-282-07, 141-282-04	1107-1119 Grant Ave.	In review (SB 35)	Vacant commercial	20	138	40	–	198
143-011-05, 143-011-08	7506 & 7530 Redwood Blvd.	In review	Vacant	18	7	40	113	178
143-151-06	Bahia Dr. & Topaz Dr.	Approved	Vacant	–	–	–	5	5
153-162-70	101 Landing Ct.	Approved	Commercial, RV storage lot	4	3	25	–	32
157-690-37, 157-690-53	115 San Pablo Ave.	Sold to developer; application pending	Former Hamilton Air Base	–	36	–	55	91
153-170-56	200 Landing Ct.	In review	Vacant	–	3	3	22	28
157-970-07	826 State Access Rd.	Under Construction	Former Hamilton Air Base	50	–	–	–	50
157-980-05	970 C St.	In review	Former Hamilton Air Base	–	3	29	–	32
Total				305	576	282	1,296	2,459

¹ Per project applications; current as of January 2024.

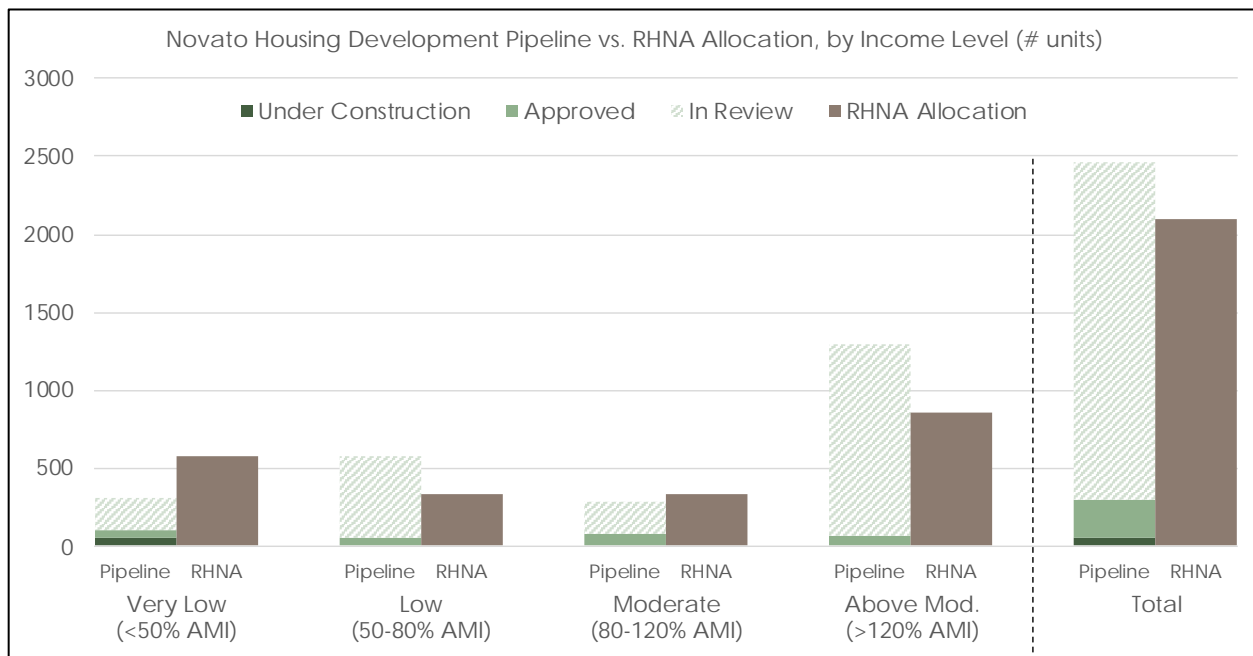
² Any low- or moderate-income units are or will be deed-restricted to the identified income level.

Source: City of Novato

Source: City of Novato Housing Element Update April 2024

Importantly, only one of the projects shown above is currently under construction. That project is the Homeward Bound of Marin development at 826 State Access Road, a 50-unit rental project including affordable workforce

apartments and affordable apartments for homeless veterans. Several projects have been approved but are not yet in construction, in many cases because project developers are still working to secure financing before being able to move forward. Other projects are still seeking approvals or have not yet submitted their application to the City. The status of each of these projects are described in more detail in the City's Housing Element Update dated April 2024, which is available on the City's website. The chart below illustrates how the City's development pipeline compares to its allocated housing needs.



The number of units currently under construction or approved represent only a small fraction of the amount required over the 2023 to 2031 RHNA cycle. While there are many projects in the pipeline, they are potentially subject to delays to secure entitlements and financing, and there is no guarantee that they will be delivered during the planning period. Based on this information, it is likely that there will continue to be strong unmet demand for housing in Novato over the near- to medium-term, particularly among low- and moderate-income households.

Employee Survey

A key initial step in the feasibility study was the fielding of an employee survey to collect data and gauge attitudes towards, and demand for, subsidized housing on District-owned property.

Survey Overview

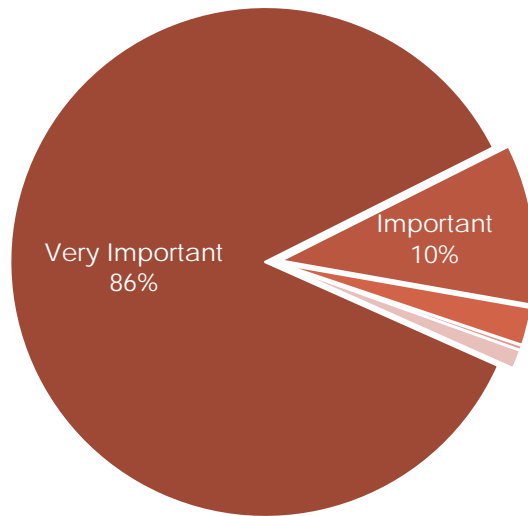
A survey was administered from March 28 to April 30, 2024. The survey yielded 336 total responses, a 39% response rate given the District's 855 total employees. This includes 186 Certificated, 133 Classified, and 17 Administrative employees. The distribution of survey respondents, and comparison to a similar survey fielded in 2018, are shown below:

	2018 Total Employees	2018 Respondents	2018 Response Rate	2024 Total Employees	2024 Respondents	2024 Response Rate
Certificated	418	298	71%	429	186	43%
Classified	356	137	38%	377	133	35%
Administration	47	30	64%	49	17	34%
Total	821	465		855	336	
% of Total	100%	57%		100%	39%	

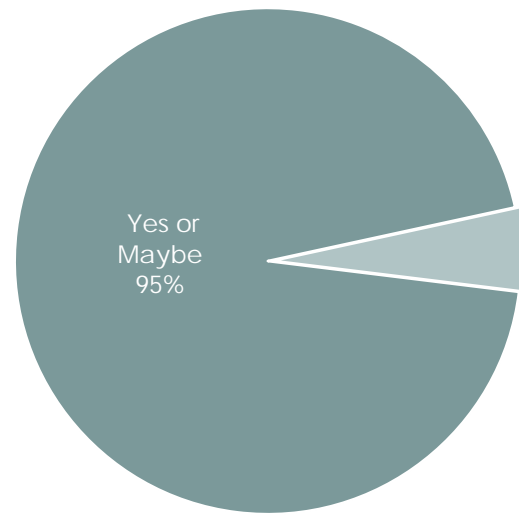
Key Results

The survey results demonstrate robust levels of support from District employees for the further exploration of workforce housing development. Of those who responded to the survey, 96% said they felt it was "Important" or "Very Important" for the District to explore ways to attract and retain employees, including but not limited to developing workforce housing. Moreover, 95% of respondents expressed either direct support or openness to the specific proposition of District-owned workforce housing.

How important is it for the district to explore ways to attract and retain employees? (All Respondents)



Support for Workforce Housing* (All Respondents)



*Knowing that the funds used to pay for housing can't be used to pay salaries, would be supportive of workforce housing even if they didn't expect to live there

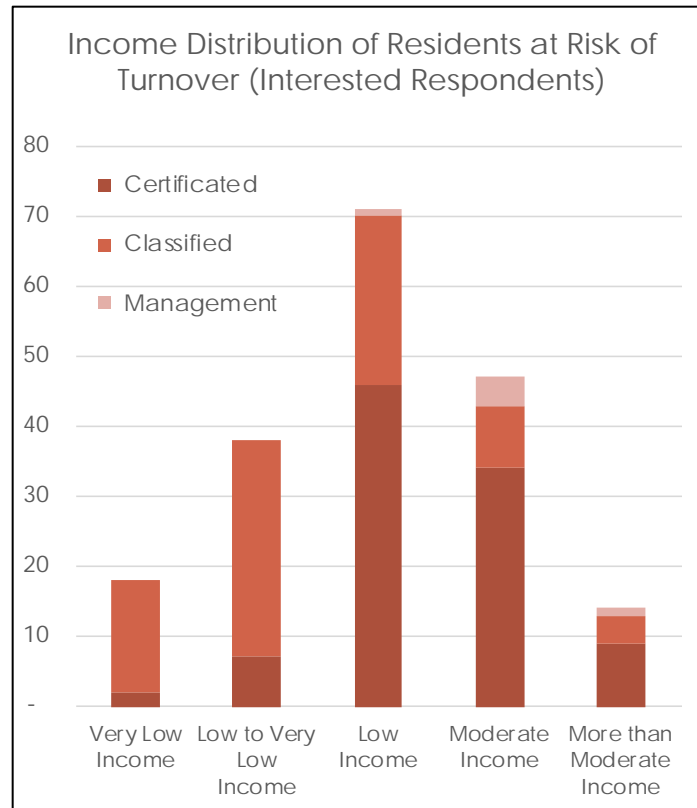
These results are similar to those found in the 2018 survey, shown below. In both surveys, 56% of respondents said they would be interested in living in District-owned housing. In the 2024 survey, 188 total respondents answered "Yes" or "Maybe" to the question of whether they would be interested in living in employee housing, establishing a baseline of potential demand for such housing. Given that over 60% of employees did not respond to the survey, it is likely that actual demand for subsidized housing is higher than this figure.

Interest in Employee Housing: 2018 & 2024 Comparison			
	Yes % of Total	Yes or Maybe	No
2018 Survey	56%	259	206
2024 Survey	56%	188	146

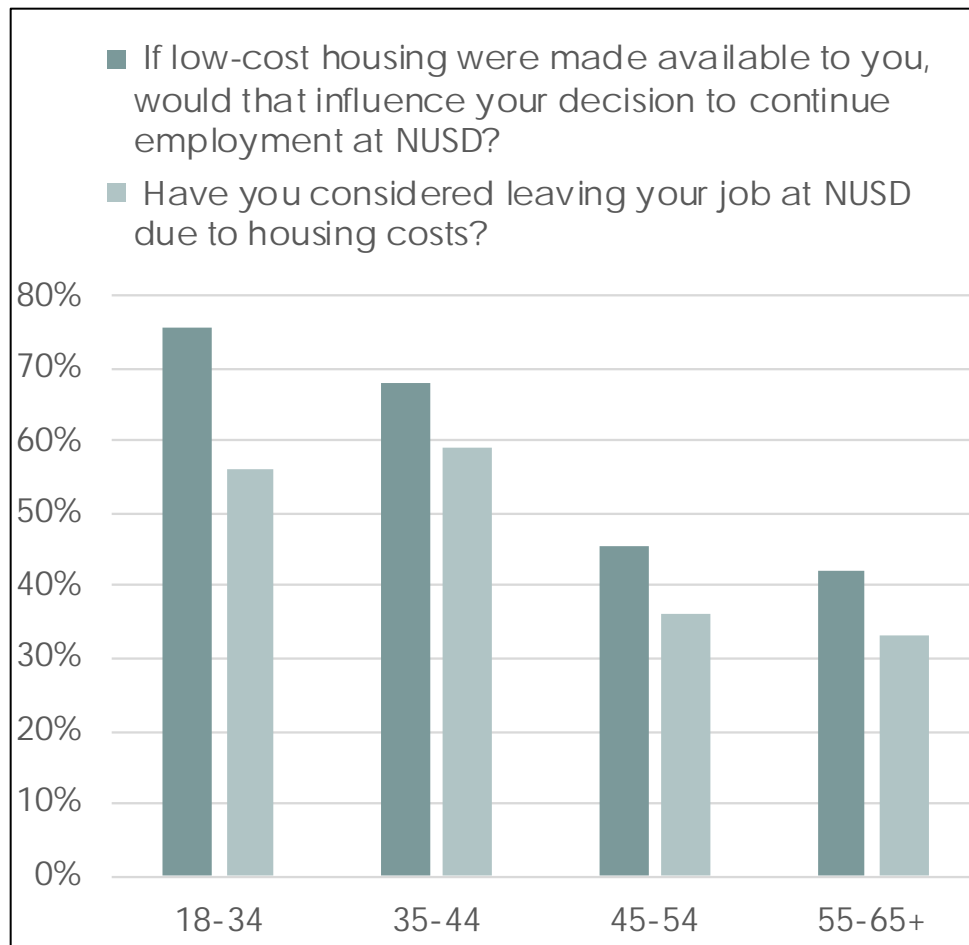
When asked about their top housing-related priorities, those employees who are interested in District-owned housing cited lower rents or mortgage payments and living closer to work as their first and second priorities, respectively. Importantly, these needs are directly addressed through workforce housing which is 1) subsidized by the District to be offered at below-market rents and 2) located within Novato and proximate to the facilities where staff work daily.

Housing Priorities Among Respondents Interested In Employee Housing	
Top Priority	Lower rent or mortgage payments
2nd Priority	Live closer to work
3rd Priority	A nicer home or neighborhood
4th Priority	More square feet / rooms / parking
5th Priority	N/A: I am satisfied with my current housing arrangements

Respondents were asked if they have ever considered leaving their job with the District due to housing costs. Out of those who indicated they had considered leaving, their distribution by income level is shown below. Respondents are roughly evenly distributed across income levels, suggesting that turnover risk due to housing costs is a factor not just for the District's lowest paid employees, but for moderate income earners as well.



It is also notable that younger employees surveyed were more likely to indicate that they had considered leaving their job with the District due to housing costs. They were also more likely to say that the availability of low-cost housing through the District would influence their decision to continue their employment with the District. With a large and growing share of the District's workforce nearing or having already reached retirement age, these results suggest that novel approaches to attracting and retaining talent will only become more important in the years ahead. Workforce housing may prove more important as NUSD prepares to recruit the next generation of educators and staff.



The complete questionnaire used for this survey and more detailed survey results can be found in Appendix B: Employee Survey Detail.

Workforce Housing Program Overview

One of the District's fundamental priorities in any potential workforce housing project is to offer high quality housing that meets the needs of its employees and their households. As such, the residential program contemplated in this initial feasibility study considers the need for various housing types and on-site amenities, as described in this section.

Product Types

There are two primary housing typologies that the District may choose to build for workforce housing: multifamily apartments and attached townhomes.

Multifamily apartments represent traditional apartment buildings with multiple floors of private housing units arranged around central corridors that share common spaces and services such as lobbies, community rooms, laundry rooms, and parking. They may contain a range of unit types and sizes and are generally more affordable than attached townhomes, making them suitable for a range of household types including smaller households and individuals.

Attached townhomes are private dwelling units of typically two to three stories that are attached to a similar unit by a shared wall. They are generally more spacious than an apartment unit and often include a private garage on the ground floor, making them suitable for larger families. Attached townhomes are generally more expensive than apartments, but less expensive than detached single-family houses or duplexes.

Unit Types and Unit Mix

A potential workforce housing development would likely include a range of unit types depending on the product types pursued and the demand for different housing types that is determined.

Below is an example of an illustrative unit mix for a market rate housing project compared with a potential District-owned workforce housing project:

Multifamily Apartments - Unit Mix			
Unit Type	Unit Size	% of Total	
		Market Rate	Workforce Housing
Studio / One Bath	425	10%	-
One Bedroom / One Bath	630	40%	15%
One Bedroom Plus / One Bath	720	-	35%
Two Bedroom / Two Bath	900	40%	35%
Three Bedroom / Two Bath	1,220	10%	15%

A typical market rate housing project contains mostly one- and two-bedroom units with a small number of studio and three-bedroom units. In response to the District's desire to serve a higher proportion of larger households, as well as employee feedback requesting larger unit sizes, this analysis assumes the workforce housing will have a higher mix of larger units. This includes 1) the exclusion of any studio apartments, 2) the addition of one bedroom "plus" units with a bonus room of approximately 100 square feet, and 3) a slightly higher proportion of three-bedroom units than is typical. The larger two-bedroom and three-bedroom apartment units will also include two full bathrooms.

The attached townhomes considered in this analysis are two stories, with a two-car garage on the ground floor and living space above. Attached townhomes would contain a mix of three- and four-bedroom units, as summarized illustratively below:

Attached Townhomes - Unit Mix		
Unit Type	% of Total	Unit Size
Three Bedroom / Two and a Half Bath	75%	1,400
Four Bedroom / Two and a Half Bath	25%	1,700

Most townhome units would contain three bedrooms, with a smaller number of four-bedroom units to accommodate especially large families. As noted above, townhome units would also include two and a half bathrooms.

Amenities

While specific amenity spaces have not been chosen or designed at this feasibility stage of the process, any workforce housing project would accommodate appropriate indoor and outdoor building amenities. Such amenities might include, but are not limited to:

- Community room

- Fitness center
- Shared laundry
- Private outdoor courtyard
- Children's playground
- BBQ pits and grills

The above examples are illustrative and likely to be part of any potential workforce housing development.

For-Rent vs. For-Sale

The District may choose to offer housing opportunities to its employees both for-rent or for-sale. There are advantages and disadvantages to both.

- For-Rent: The principal benefit to the District of offering for-rent housing is that the District can continue to reuse its land and housing as a tool to attract and retain employees in perpetuity. The housing remains under its stewardship and financial ownership and the discounted rents can benefit more current and future employees over an extended time horizon. Furthermore, depending on the rent levels charged and the financing mechanisms used, there is potential for the District to benefit from long-term revenue to its general fund generated by rental income from the property, which could benefit District employees beyond those that choose to live in the building.

For Sale: The principal benefit to the District of offering for-sale housing is that the employees who are able to purchase a home at a subsidized price can stay for the long-term in the community they serve and potentially benefit from wealth creation as home values rise. It's possible to establish a program where employees who later wish to sell the home are required to sell it to a District employee at a pre-established price that reflects any growth in home values but remains affordable to the new employee. The home may ultimately benefit those who do not continue their employment with the District after purchasing the home. Additionally, the District would not have control over when an employee may choose to sell the home. Overall, the disadvantages are the converse of the For-Rent discussion above, in that the District would cease to own the asset and lose the ability to use it to the benefit of future employees or potential to earn General Fund revenue over time. As such, the benefit would

represent more of a “one-time” boost to certain employees and less of an ongoing recruitment and retention.

No decisions have been made by the District one way or another, so to simplify the analysis and based on the advantages described above, the analysis in this feasibility study assumes a rental program. The possibility of For-Sale workforce housing could be explored further during the Predevelopment Phase.

Site Portfolio Analysis

Six properties were identified as likely candidates for review for potential educator workforce housing development from the District's real estate portfolio. This section contains detailed findings from the initial evaluation of those properties.

Overview of Methodology

To assess the feasibility of developing workforce housing on each of the District's properties, the following key categories were evaluated:

- **Site Overview:** A summary of the property's basic characteristics including location within the City of Novato, gross land area, and property boundaries.
- **Existing Conditions:** A review of the physical, regulatory, or other conditions on and around the site that may impact potential development efforts.
- **Zoning:** An understanding of the City's current General Plan designation and zoning assigned to the site.
- **Conceptual Fit Plans and Design Approach:** A preliminary conceptual study to determine an approximate number of residential units the site can accommodate and potential site layouts that respond to the site conditions and surroundings. The main focus of the preliminary designs for each site is on workforce housing for District employees as opposed to maximizing the land value for potential disposition.
- **Development Budget:** An estimate of the total cost to develop workforce housing including construction costs, financing costs, local government fees, and professional fees.

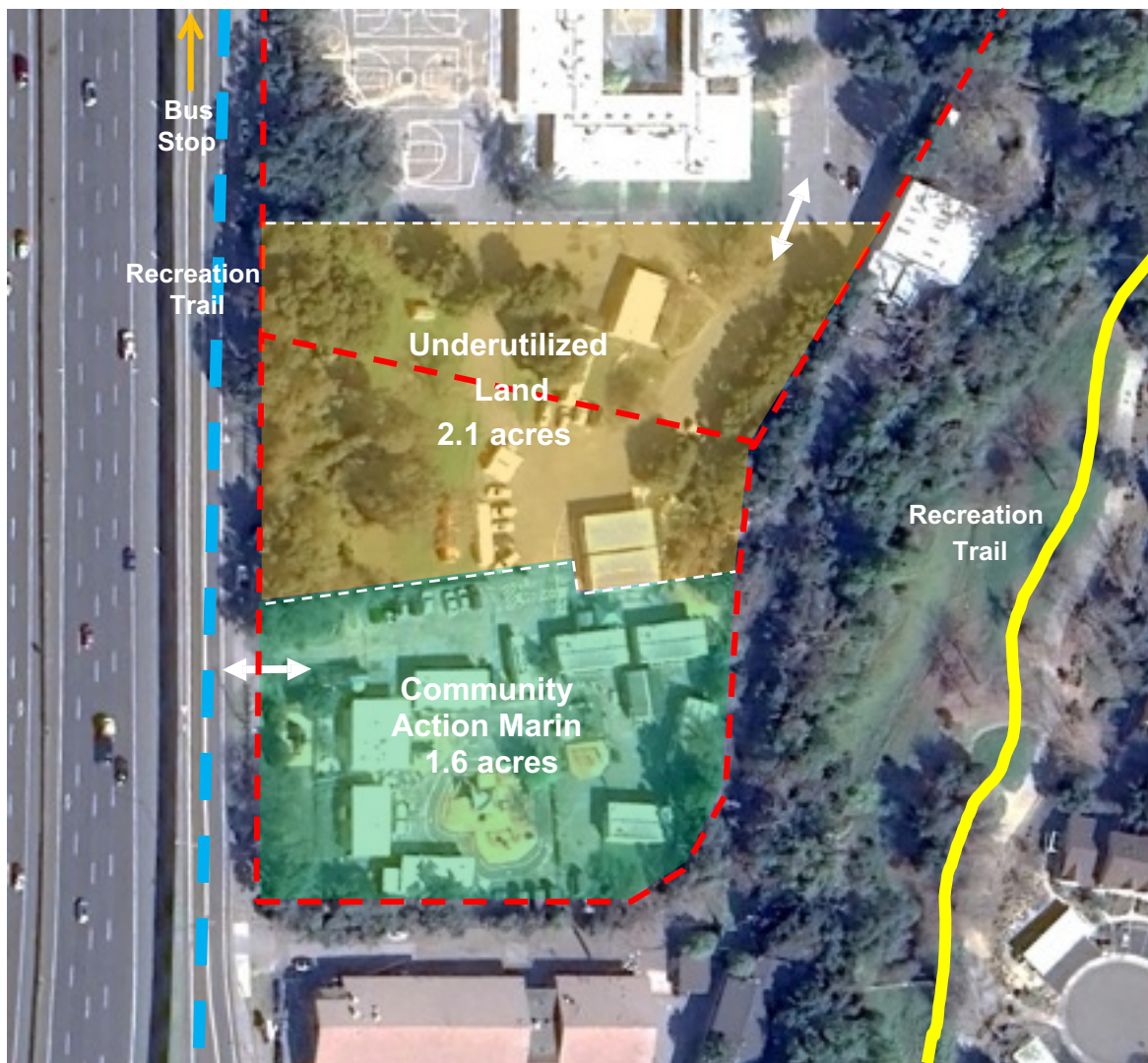
Meadow Annex

Site Overview

Meadow Annex is a 3.7-acre development area located in southern Novato near the Hamilton neighborhood, directly adjacent to Highway 101.

Street	5520 Nave Drive
Address:	Novato, CA 94949

Development Area Size:	3.7 Acres
General Plan Designation:	Community Facilities, Public Utilities & Civic Uses (CF)
Zoning:	Community Facilities (CF)
Allowable Use:	Multifamily Residential in a Mixed-Use Project (Use Permit Required)



Existing Conditions

Current Uses

The site consists of two potentially developable areas: a 2.1-acre area that is currently underutilized that contains a few small structures like storage containers, and a 1.6-acre area that is currently occupied by Community Action Marin which operates a children's center and small farm on site. Current uses would need to be relocated if a workforce housing development is pursued, and partners from Community Action Marin have been notified of the District's efforts to evaluate the potential for workforce housing on this site.

Surrounding Uses

The area immediately to the north of the developable area is occupied by the Hamilton TK-8 School. The west side of the site is adjacent to Nave Drive, which separates the site from Highway 101. On the east side of the site, there is a recreation trail for pedestrians and bikes shown in yellow above.

Utilities

Stormwater drains from the site to the east into an open channel. The channel flows north under Main Gate Road where it is undergrounded into a pipe that continues north. There is likely an existing outfall at the development site or from the Hamilton School which flows into the drainage channel. A new housing development would likely tie into an existing outflow, and into the channel. If there is not an existing outfall, the new workforce housing development will require a permit for a new outfall. This is not anticipated to cause any outsized burden or cost to a potential development project.

The North Marin Water District ("NMWD") has water lines running to the site, both along the western and southern edges of the site. There is also a water line that runs through the site connecting to two private fire hydrants. The water lines serving the site are in NMWD's Zone 2 (out of four pressure zones), which serves elevations between 60 and 200 feet above sea level. NMWD has stated that the District has adequate water supply to support the projected development in its service area based on data from the City of Novato's most recent Housing Element. Possible additional infrastructure needs related to a potential workforce housing project would be explored further during predevelopment and require a formal application to NMWD.

For more detail on existing utilities infrastructure surrounding the site, see Appendix E: Utilities Maps.

Transit Access

The site enjoys access to local and commuter public transit options:

- There are bus stops for Marin Transit line 49 at the corner of Nave Drive and Main Gate Road to the north and at the corner of Nave Drive and Bolling Drive to the south. Each stop is about a five-minute walk from the site. Line 49 provides service northbound to Downtown Novato and southbound to San Rafael, with peak headways of ~30 minutes. Weekday hours are approximately 6:00 am to 8:15 pm.
- The Hamilton station for the Sonoma-Marín Area Rail Transit line is about 11 minutes walking distance from the site to the northeast direction. This commuter rail line provides service northbound to Santa Rosa and southbound to the Larkspur Ferry connection, with peak headways of ~30 to 60 minutes. Weekday hours are approximately 5:40 am to 9:00 pm.
- The nearest bus stop for Golden Gate Transit line 154 is at the Alameda del Prado bus pad across Highway 101, about a 15-minute walk from the site. Line 154 provides service to downtown San Francisco with ~20-to-30-minute peak headways. Weekday hours are approximately 5:30 am to 7:00 pm.

Environmental Conditions

A Desktop Environmental Study revealed no obvious environmental concerns related to the site. This preliminary study was based on regulatory environmental records information and historical sources. For more detail on preliminary environmental study findings, see Appendix D: Environmental and Biological Studies.

Title Report

No other notable land use restrictions were identified thus far in the initial feasibility study phase of evaluation. For more detail, see Appendix C: Title Reports.

General Plan and Zoning

The current General Plan designation assigned to the site is Community Facilities, Public Utilities, and Civic Uses (CF). Per the City of Novato General Plan 2035 adopted in 2020, the CF “designation is applied to areas suitable for public land uses including certain open space and recreation uses may be allowed. Additionally, education, assembly, medical, research and development, service, residential and utility uses may be allowed.” The maximum Floor Area

Ratio (FAR) allowed under the CF designation is 0.8, and the residential density in a mixed-use development is 10.1 to 20.0 dwelling units per gross acre. A mixed-use project must comply with both the FAR and the allowable density range.

The current zoning district assigned to the site is Community Facilities. Per the City of Novato municipal code, “The CF zoning district is applied to areas suitable for public land uses including government offices, meeting halls, schools and libraries, and other related municipal uses. The CF zoning district is consistent with the Community Facilities, Public Utilities, and Civic Uses land use designation of the General Plan.”

Multifamily dwelling and duplexes are permitted within the CF zoning district only in a “mixed-use project” and with a use permit granted by the City. Initial conversations with the City of Novato suggest that the definition of a “mixed-use project” is not explicitly defined, nor is the minimum amount of non-residential space specifically addressed to qualify as mixed-use. However, non-residential uses that serve the broader community (beyond only the residents of the project) should be present. Further, existing non-residential uses on a site may be factored into the determination of whether a potential development qualifies as mixed-use.

Single-family dwellings are not permitted in the CF zoning district. Accessory dwelling units (ADUs) are permitted and do not require a use permit.

The maximum building height allowed in the CF zoning district is 35 feet, except in the Downtown Overlay zone where the limit may be increased up to 45 feet. Neither this site nor any of the other sites considered in this feasibility study fall within the Downtown Overlay zone.

Fit Plans and Design Approach

The fit plans discussed in this and subsequent sections represent a preliminary conceptual design for the site. They are meant to help determine the potential number of residential units and parking spaces the site can accommodate, and to study a possible arrangement for the building or buildings, infrastructure, and open space. The drawings do not represent site plans that are final — architectural and landscape designs will be advanced and refined during the predevelopment stage of the development process.

Three conceptual fit plans were developed for the Meadow Annex site. They are shown and discussed below in ascending order of density.

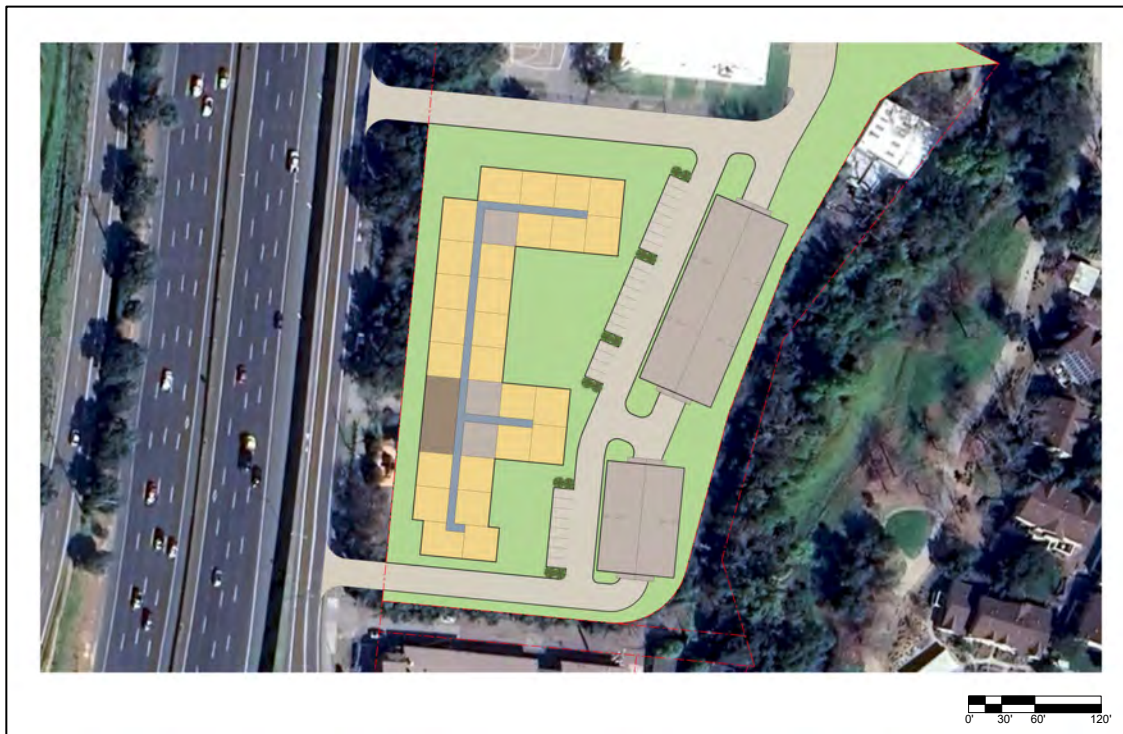
Meadow Annex – Example A



Product Type(s):	Multifamily apartments
Residential Building Height:	3 stories on grade
Total Units:	62
Parking Spaces:	109 surface parking
Parking Ratio:	1.75 spaces per unit

Example A contemplates three stories of housing on grade with surface parking. While maintaining a parking ratio of 1.75 spaces per unit, this scenario can accommodate 62 housing units. The residential building is situated on the east side of the site with the parking lot creating a buffer between the dwellings and Highway 101. An access road is added across the northern edge of the site and the access road on the northeastern corner of the site is continued along the eastern edge and across the southern edge of the site.

Meadow Annex – Example B



Product Type(s):	Multifamily apartments
Residential Building Height:	4 stories on grade
Total Units:	105
Parking Spaces:	28 surface parking + 156 car barn = 184 total
Parking Ratio:	1.75 spaces per unit

Example B contemplates 4 stories of housing on grade with a mix of surface parking and car barn parking. This scenario can accommodate 105 housing units. Given the additional height, the residential building is moved to the west side of the site to give more distance between the building and the nearby residential neighborhood to the east. The building footprint also creates semi-private courtyards with open space for residents. The car barn parking solution allows for greater density while maintaining the same parking ratio as the surface parking example. The car barns house a puzzle lift parking system which stacks cars on two levels with easy retrieval to increase the number of cars that can be parked on the site. Similar site access is maintained as described in Example A.

Meadow Annex – Example C



Product Type(s):	Multifamily apartments
Residential Building Height:	5 stories (4-over-1)
Total Units:	130
Parking Spaces:	48 surface parking + 180 podium parking = 228 total
Parking Ratio:	1.75 spaces per unit

Example C contemplates 5 stories consisting of 4 stories of wood or metal stud construction over a single-story concrete podium. This type of construction is often referred to as “4-over-1.” This scheme can accommodate 130 residential units. The concrete podium houses the majority of the on-site parking and allows for highest density of the three examples while maintaining the same parking ratio. Again, the residential building is moved to the west side of the site to give more distance between the new housing development and the nearby existing neighborhood. The building footprint and concrete podium create a private courtyard on the podium level with open space for residents. Similar site access is maintained as described in Example A.

Concrete podium parking is a common solution to increase site density while maintaining space for parking. However, concrete construction is more

expensive than wood-frame construction, driving up the cost of development for projects of this type.

Development Budget

Estimated development budgets for the projects described in these preliminary fit plans are shown below.

Concept	Meadow Annex		
	Example A	Example B	Example C
	3 Story on Grade	4 Story plus Car Barn	4-over-1
Units			
Multifamily	62	105	130
Townhome	-	-	-
Total	62	105	130
Development Costs (2027 Const. Start)			
Hard Costs and Offsites	\$35.4M to \$39.1M	\$61.3M to \$67.7M	\$75.8M to \$83.8M
Project Approvals	\$1.2M to \$1.3M	\$1.4M to \$1.6M	\$1.4M to \$1.6M
Design Fees	\$2.8M to \$3.0M	\$4.8M to \$5.3M	\$5.9M to \$6.5M
Financing Costs	\$0.3M to \$0.4M	\$0.6M to \$0.6M	\$0.7M to \$0.8M
Other Soft Costs	\$1.0M to \$1.1M	\$1.8M to \$2.0M	\$2.2M to \$2.4M
Impact Fees	\$3.2M to \$3.5M	\$5.4M to \$6.0M	\$6.7M to \$7.4M
Const. & Dev. Mgmt.	\$1.9M to \$2.1M	\$3.3M to \$3.6M	\$4.1M to \$4.5M
Project Contingency	<u>\$4.2M to \$4.7M</u>	<u>\$7.3M to \$8.1M</u>	<u>\$9.1M to \$10.0M</u>
Total	\$50.1M to \$55.4M	\$85.8M to \$94.9M	\$106.0M to \$117.1M
per Unit	\$0.81M to \$0.89M	\$0.82M to \$0.90M	\$0.82M to \$0.90M

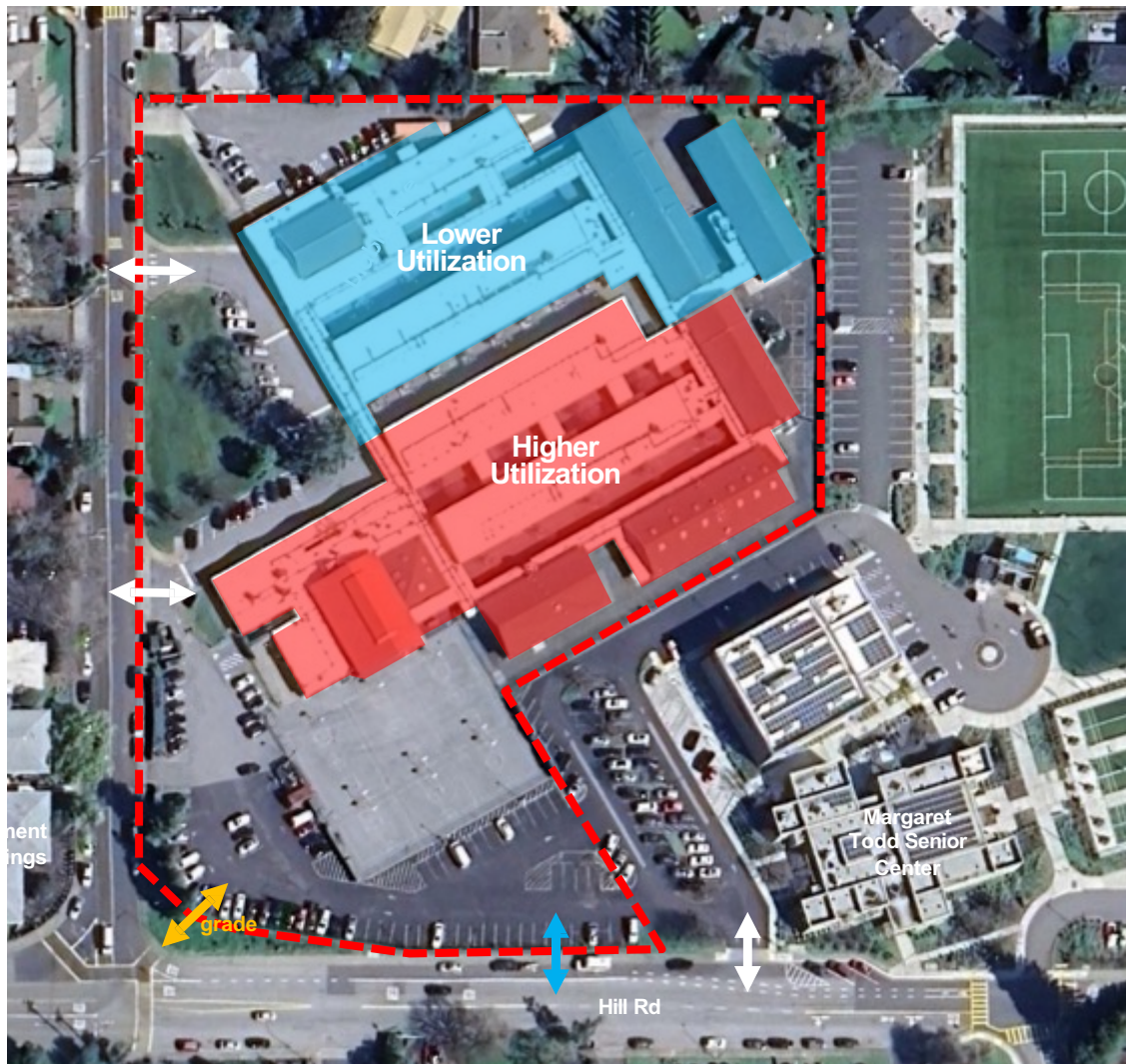
The figures above represent an anticipated construction start in 2027, allowing time to obtain all necessary approvals. Construction costs and other related costs are therefore escalated from present levels to account for anticipated inflation in line with expected economic conditions.

Hill Education

Site Overview

Hill Education (Hill Ed) is a 5.6-acre site located in central Novato about $\frac{3}{4}$ miles south of Downtown Novato.

Street Address:	720 Diablo Avenue Novato, CA 94947
Development Area Size:	5.6 Acres
General Plan Designation:	Community Facilities, Public Utilities & Civic Uses (CF)
Zoning:	Community Facilities (CF)
Allowable Use:	Multifamily Residential in a Mixed-Use Project (Use Permit Required)



Existing Conditions

Current Uses

The site currently houses the Hill Education Center, which hosts various educational programs. These include NOVA Independent Study, NUSD Adult Education, and Marin Oaks High School. As noted in the site overview image, the southernmost part of the existing building (shaded in red) is more highly utilized than the northernmost part (shaded in blue). The existing structures on the site are single story buildings. Current educational uses will need to be relocated or consolidated if a workforce housing development is pursued and the feasibility and costs to do so have not been contemplated in this analysis.

Surrounding Uses

The site is surrounded by a variety of land uses. Immediately to the east are recreational uses, including the Margaret Todd Senior Center and sports fields at the Hill Recreation Area. To the south of the site, across Hill Road, are professional offices including mostly healthcare related businesses. The northern and western sides of the site are bordered by residential neighborhoods. The surrounding housing is mostly single family, with the exception of a medium-density apartment community on the northwest corner of Hill Road and Diablo Avenue. The Hills Apartments is a 24-unit market rate apartment complex built in 1971.

Utilities

There are stormwater pipes adjacent to the site at the north of the site, on the west side of Diablo Avenue running north, and to the south and east, running along the Hill Recreation Area and the senior center.

NMWD has water lines running to the site, both on the west along Diablo Avenue and to the south along Hill Road. The water lines serving the site are in NMWD's Zone 1 (out of four pressure zones), which serves elevations up to 60 feet above sea level. NMWD has stated that the District has adequate water supply to support the projected development in its service area based on data from the City of Novato's most recent Housing Element. Possible additional infrastructure needs related to a potential workforce housing project would be explored further during predevelopment, and require a formal application to NMWD.

For more detail on existing utilities infrastructure surrounding the site, see Appendix E: Utilities Maps.

Transit Access

Public transit access to and from the site is somewhat more limited than other sites in the District's portfolio:

- The nearest bus stops for Marin Transit line 49 are about an 11-minute walk from the site at South Novato Boulevard and Joan Avenue. Line 49 provides service northbound to Downtown Novato and southbound to San Rafael, with peak headways of ~30 minutes. Weekday hours are approximately 6:00 am to 8:15 pm.
- The nearest station for the Sonoma-Marín Area Rail Transit line is the Novato Downtown station, which is about 24 minutes walking distance from the site to the northeast direction. This commuter rail line provides service northbound to Santa Rosa and southbound to the Larkspur Ferry connection, with peak headways of ~30 to 60 minutes. Weekday hours are approximately 5:40 am to 9:00 pm.
- The nearest bus stop for Golden Gate Transit line 154 is at Redwood Boulevard and Grant Avenue, about a 17-minute walk from the site. Line 154 provides service to downtown San Francisco with ~20-to-30-minute peak headways. Weekday hours are approximately 5:30 am to 7:00 pm.

Environmental Conditions

A Desktop Environmental Study revealed no obvious environmental concerns related to the site. This preliminary study was based on regulatory environmental records information and historical sources. For more detail on preliminary environmental study findings, see Appendix D: Environmental and Biological Studies.

Title Report

From a land use and site layout review, no significant land use restrictions were identified in the preliminary title report. For more detail, refer to the preliminary title report in Appendix C: Title Reports.

General Plan and Zoning

The current General Plan designation assigned to the site is Community Facilities, Public Utilities, and Civic Uses (CF). Per the City of Novato General Plan 2035 adopted in 2020, the CF "designation is applied to areas suitable for public land uses including certain open space and recreation uses may be allowed. Additionally, education, assembly, medical, research and development, service, residential and utility uses may be allowed." The maximum Floor Area

Ratio (FAR) allowed under the CF designation is 0.8, and the residential density in a mixed-use development is 10.1 to 20.0 dwelling units per gross acre. A mixed-use project must comply with both the FAR and the allowable density range.

The current zoning district assigned to the site is Community Facilities. Per the City of Novato municipal code, "The CF zoning district is applied to areas suitable for public land uses including government offices, meeting halls, schools and libraries, and other related municipal uses. The CF zoning district is consistent with the Community Facilities, Public Utilities, and Civic Uses land use designation of the General Plan."

Multifamily dwellings and duplexes are permitted within the CF zoning district only in a "mixed-use project" and with a use permit granted by the City. Initial conversations with the City of Novato suggest that the definition of a "mixed-use project" is not explicitly defined, nor is the minimum amount of non-residential space specifically addressed to qualify as mixed-use. However, non-residential uses that serve the broader community (beyond only the residents of the project) should be present. Further, existing non-residential uses on a site may be factored into the determination of whether a potential development qualifies as mixed-use.

Single-family dwellings are not permitted in the CF zoning district. Accessory dwelling units (ADUs) are permitted and do not require a use permit.

The maximum building height allowed in the CF zoning district is 35 feet, except in the Downtown Overlay zone where the limit may be increased up to 45 feet. Neither this site nor any of the other sites considered in this feasibility study fall within the Downtown Overlay zone.

Fit Plans and Design Approach

Two conceptual fit plans were developed for the Hill Ed site. They are shown and discussed below in ascending order of density.

Hill Education – Example A



Product Type(s):	Multifamily apartments
Residential Building Height:	3 stories on grade
Total Units:	66
Parking Spaces:	116 surface parking
Parking Ratio:	1.75 spaces per unit

Example A contemplates three stories of housing on grade with surface parking. While maintaining a parking ratio of 1.75 spaces per unit, this scheme can accommodate 66 housing units. The residential building is situated on the southeast part of the site, across from professional offices and other apartments while being as far removed as possible from surrounding single-family homes. There is also a steep grade change from the road to the site at the southeast corner. The lower grade of the site relative to the adjacent street helps visually lower the height of the buildings from the street.

In order to make space for surface parking to serve the residential units, this conceptual plan contemplates removing over 60% of the existing education center facility buildings and consolidating the uses within the remaining

buildings. Given the current lower utilization of part of the facilities, it is assumed to be feasible to consolidate and/or relocate certain programs so that all activities can be accommodated within a smaller footprint. If pursuing this scenario, further study of the appropriate building area and associated parking that would be needed to confirm assumptions.

Hill Education – Example B



Product Type(s):	Multifamily apartments and attached townhomes
Residential Building Height:	3 stories (multifamily) and 2 stories (townhome)
Total Units:	70 apartments + 30 townhomes = 100 total
Parking Spaces:	123 surface parking (multifamily) + 60 tuck-under garage parking (townhome) = 183 total
Parking Ratio:	1.75 spaces per unit (multifamily) 2.0 spaces per unit (townhome)

Example B contemplates a mix of multifamily apartments and attached townhomes for a variety of workforce housing options. Under this scenario, the

entire existing building footprint would be demolished and all educational programs at Hill Ed would be relocated off-site. The feasibility and cost of this relocation and demolition has not been analyzed. This scenario includes 70 multifamily apartment units and 30 detached townhomes for a total of 100 workforce housing units. The three-story multifamily building is similarly situated as before on the southeastern part of the site, while the two-story townhomes are at the northern part of the site. This lowers the building height and density at the part of the site that immediately borders single family homes, achieving a contextual fit with the surrounding neighborhood. The two housing types in this fit plan could be developed simultaneously or in a sequenced manner depending on the District's goals and the timing/availability of financing for each project.

Development Budget

Estimated development budgets for the projects described in these preliminary fit plans are shown below.

Concept	Hill Ed	
	Example A	Example B
	3 Story on Grade	3 Story + Townhomes
<u>Units</u>		
Multifamily	66	70
Townhome	-	30
Total	66	100
Development Costs (2027 Const. Start)		
Hard Costs and Offsites	\$39.7M to \$43.9M	\$67.2M to \$74.3M
Project Approvals	\$1.2M to \$1.3M	\$1.4M to \$1.6M
Design Fees	\$3.1M to \$3.4M	\$5.2M to \$5.8M
Financing Costs	\$0.4M to \$0.4M	\$0.7M to \$0.8M
Other Soft Costs	\$1.2M to \$1.3M	\$2.0M to \$2.2M
Impact Fees	\$3.4M to \$3.8M	\$5.4M to \$5.9M
Const. & Dev. Mgmt.	\$2.1M to \$2.4M	\$3.6M to \$4.0M
Project Contingency	\$4.7M to \$5.2M	\$8.0M to \$8.8M
Total	\$55.8M to \$61.7M	\$93.5M to \$103.3M
per Unit	\$0.85M to \$0.93M	\$0.93M to \$1.03M

The figures above represent an anticipated construction start in 2027, allowing time to obtain all necessary approvals. Construction costs and other related costs are therefore escalated from present levels to account for anticipated inflation in line with expected economic conditions.

Hamilton

Site Overview

Hamilton is an 8.8-acre development area located in the Hamilton neighborhood of southern Novato.

Street	1125 C Street and 930-940 C Street
Address:	Novato, CA 94949

Development Area Size:	8.8 Acres (vacant land shown in green in site overview image)
General Plan Designation:	Community Facilities, Public Utilities & Civic Uses (CF)
Zoning:	Planned Development (PD)
Allowable Use:	Determined by the adoption of a Master Plan



Existing Conditions

Current Uses

The overall site currently houses several programs including the South Novato Library, the NUSD Maintenance Yard, and Novato Charter School. The North Bay Children's Center is currently under construction on land not owned by the District (shown in red), and a proposed co-housing townhome project is in predevelopment, also on land not owned by the District (also shown in red). The areas shown in green in the site overview image above are currently vacant and available for redevelopment.

Surrounding Uses

The site is surrounded primarily by residential neighborhoods. Lanham Village is a 154-unit condominium neighborhood generally comprised of two- to six-unit two-story buildings immediately to the west of the site. To the south, across Main Gate Road, is also residential, with two story duplexes, triplexes and a quad fronting on Main Gate Rd. The SMART train line runs along the east side of the site. Finally, to the north are a new multifamily apartment community for seniors and a three-story townhome development of for-sale units that was recently completed.

Utilities

There are four stormwater pipes that run along the west side of the site, between the Hamilton site and the adjacent Lanham Village. The pipes run north and carry stormwater across State Access Road.

NMWD has water lines running to the site along C Street, which cuts through the middle of the site from north to south. There are four fire hydrants on site both along C Street towards the south end of the site and on the part of the site which is occupied by the Novato Charter School. There is not currently any existing fire hydrant on the northern portion of the site where development is being considered. The water lines serving the site are in NMWD's Zone 1 (out of four pressure zones), which serves elevations up to 60 feet above sea level. NMWD has stated that the District has adequate water supply to support the projected development in its service area based on data from the City of Novato's most recent Housing Element. Possible additional infrastructure needs related to a potential workforce housing project would be explored further during predevelopment, and require a formal application to NMWD.

For more detail on existing utilities infrastructure surrounding the site, see Appendix E: Utilities Maps.

Transit Access

The site has excellent access to local and commuter public transit options:

- The Hamilton station for the Sonoma-Marin Area Rail Transit line is less than ten minutes walking distance from any of the possible housing on the site. The SMART line provides service northbound to Santa Rosa and southbound to the Larkspur Ferry connection, with peak headways of ~30 to 60 minutes. Weekday hours are approximately 5:40 am to 9:00 pm.

- There are bus stops for Marin Transit line 49 at the corner of Nave Drive and Main Gate Road, about a ten-minute walk from the site. Line 49 provides service northbound to Downtown Novato and southbound to San Rafael, with peak headways of ~30 minutes. Weekday hours are approximately 6:00 am to 8:15 pm.
- The nearest bus stop for Golden Gate Transit line 154 is at the Alameda del Prado bus pad just across Highway 101, about a 25-minute walk from the site. Line 154 provides service to downtown San Francisco with ~20-to-30-minute peak headways. Weekday hours are approximately 5:30 am to 7:00 pm.

The site also enjoys convenient access to Highway 101, with the nearest entrance being roughly one mile south of the site.

Environmental Conditions

A Desktop Environmental Study by Strata Environmental was prepared for this site. The preliminary findings were based on regulatory environmental records information and historical sources. The study revealed residual soil and groundwater contamination associated with the historical Navy operations which occupied the property from 1932 to 2011.

The contamination includes a groundwater plume (primarily MTBE) on the District's land at Parcels 1A and 1B from UST releases. Refer to Appendix D for the extent of the plume recorded in 2008. Although this plume does not restrict the use of the land, a notice is to be given to those who would acquire or lease the land.

Chlorinated solvent soil gas contamination levels associated with the former Building 965 are above acceptable risk levels for residential use. Due to these levels of gas, a restriction of residential use is noted for this area, which extends for 162' along the west edge of Parcel 1A and is approximately 120' wide. The extent of this area is outlined in grey on the existing conditions drawing. (Refer to Strata Environmental Memorandum Condition of Title Guarantee dated May 20, 2024, in Appendix D for additional detail.)

One additional restriction is worth noting. An area of approximately 10,500 SF surrounding the former UST 957 Site on the east side of Parcel 1A contains petroleum hydrocarbons at a level below 5'. Although construction may take place at this location, any disturbance of the soil below 3' requires an approved soil management plan that would be reviewed with the Department of the

Navy and the California Regional Water Quality Control Board. (Refer to Strata Environmental Memorandum—Condition of Title Guarantee dated May 20, 2024, in Appendix D.)

For more detail on the preliminary environmental study findings, see Appendix D: Environmental and Biological Studies.

Title Report

The property was conveyed to the District from the Department of the Navy through the Federal Real Property Assistance program under the condition that it be used solely for educational program uses as defined in the original application for the property. That land use restriction applies for 30 years from April 7, 2002. Thus, there are eight years remaining in which the land use restriction is in effect.

Preliminary research and consultation with the US Department of Education office, which administers the Federal Real Property Assistance program, suggests that workforce housing for District employees is likely to be an eligible educational program use that would be in compliance with the deed restriction. To confirm this assumption if the District decides to pursue workforce housing development on this site is through a formal application to change the terms of the land use restriction, subject to federal government approval.

The area immediately around the North Bay Children's Center is encumbered with a reciprocal access and shared parking agreement. This agreement runs for fifty years subsequent to NUSD's quit claim in 2005. Both conceptual fit plans take this agreement into consideration and retains the existing shared parking as currently laid out. Should further study of the site suggest an advantage to relocating the shared parking, additional review of the obligations under this agreement should be undertaken in anticipation of collaborative discussions with NBCC.

For more detail, see Appendix C: Title Reports.

General Plan and Zoning

The current General Plan designation assigned to the site is Community Facilities, Public Utilities, and Civic Uses (CF). Per the City of Novato General Plan 2035 adopted in 2020, the CF "designation is applied to areas suitable for public land uses including certain open space and recreation uses may be allowed. Additionally, education, assembly, medical, research and development,

service, residential and utility uses may be allowed.” The maximum Floor Area Ratio (FAR) allowed under the CF designation is 0.8, and the maximum residential density in a mixed-use development is 10.1 to 20.0 dwelling units per gross acre. A mixed-use project must comply with both the FAR and the allowable density range.

The current zoning district assigned to the site is Planned Development (PD). Per the City of Novato municipal code, “The PD zoning district is applied to large parcels capable of being developed as an integrated community neighborhood, with appropriate public services, infrastructure, and neighborhood convenience retail and services; and to smaller sites with sensitive environmental resources or other unique constraints.”

The allowable uses, permit requirements, and development standards for a site in the PD district are to be determined by the City Council through the adoption of a Master Plan and Precise Development Plan. The Hamilton site is currently subject to the Hamilton Field Reuse Plan which was originally approved by the City Council in 1995. Under that plan, the District-owned site is part of the Exchange Triangle planning area (Planning Area 5) and is given the designated land use of Community Facilities and Civic Uses – Special Uses Permitted (CFCU-SP). This designation includes public buildings and facilities, public libraries, park and open space, City offices, fire and police stations, hospitals, utilities, and privately-owned uses operating in conjunction with public uses. It also allows for senior housing to provide for assisted care housing. However, general multifamily residential is not named as an allowable use under the current plan.

Fit Plans and Design Approach

Two conceptual fit plans were developed for the Hamilton site. They are shown and discussed below in ascending order of density.

Hamilton – Example A



Product Type(s):	Multifamily apartments
Residential Building Height:	3 stories on grade
Total Units:	162
Parking Spaces:	284 surface parking
Parking Ratio:	1.75 spaces per unit

Example A contemplates three separate buildings each with three stories of housing on grade with surface parking. While maintaining a parking ratio of 1.75 spaces per unit, this scheme can accommodate 162 housing units. On the western parcel, there are two 70-unit buildings which mirror each other to create symmetry around a semi-private internal courtyard space. On the eastern parcel, there is an additional 22-unit building. The residential buildings are spaced from the adjacent neighborhood to the west by the surface parking lot along the western edge of the site. Primary access is maintained from C Street to all buildings. The site layout carefully avoids placing any residential structures in the area that was identified as environmentally sensitive (shown in grey on the existing conditions map). This conceptual fit plan relocates the existing driveway

access to the NUSD Maintenance Yard but otherwise requires no relocation of existing uses, including the South Novato Library.

Hamilton – Example B



Product Type(s):	Multifamily apartments
Residential Building Height	3 stories on grade and 5 stories (4-over-1)
Total Units	200
Parking Spaces	350 surface parking and car barn
Parking Ratio	1.75 spaces per unit

Example B is similar to Example A except that it includes 5 stories of housing on the east parcel to achieve higher overall density at the site. This conceptual plan represents 200 total residential units while maintaining a parking ratio of 1.75 spaces per unit. In order to do so, the plan includes a car barn with puzzle lifts to fit additional parking for the eastern parcel.

In addition to relocating the existing driveway access to the NUSD Maintenance Yard, this plan requires the South Novato Library buildings to be relocated and reconfigured by about 100 feet. The buildings needing to be relocated are portables that could be moved relatively easily, and the library's operations

could likely be easily accommodated on the remainder of the site directly adjacent to where it currently sits. Partners from Marin County Free Library have been made aware of the District's efforts to evaluate workforce housing at the site, and have expressed a willingness to work collaboratively with the District in the event that development is pursued on this site.

Development Budget

Estimated development budgets for the projects described in these preliminary fit plans are shown below.

Concept	Hamilton	
	Example A	Example B
	3 Story on Grade	3 Story + 5-Story East Parcel
<u>Units</u>		
Multifamily	162	200
Townhome	-	-
Total	162	200
<u>Development Costs (2027 Const. Start)</u>		
Hard Costs and Offsites	\$90.7M to \$100.3M	\$116.6M to \$128.9M
Project Approvals	\$1.7M to \$1.8M	\$1.7M to \$1.8M
Design Fees	\$7.0M to \$7.8M	\$9.1M to \$10.0M
Financing Costs	\$0.9M to \$1.0M	\$1.1M to \$1.2M
Other Soft Costs	\$2.6M to \$2.9M	\$3.4M to \$3.8M
Impact Fees	\$8.4M to \$9.3M	\$10.4M to \$11.4M
Const. & Dev. Mgmt.	\$4.9M to \$5.4M	\$6.3M to \$6.9M
Project Contingency	\$10.9M to \$12.0M	\$13.9M to \$15.4M
Total	\$127.1M to \$140.5M	\$162.4M to \$179.5M
per Unit	\$0.78M to \$0.87M	\$0.81M to \$0.90M

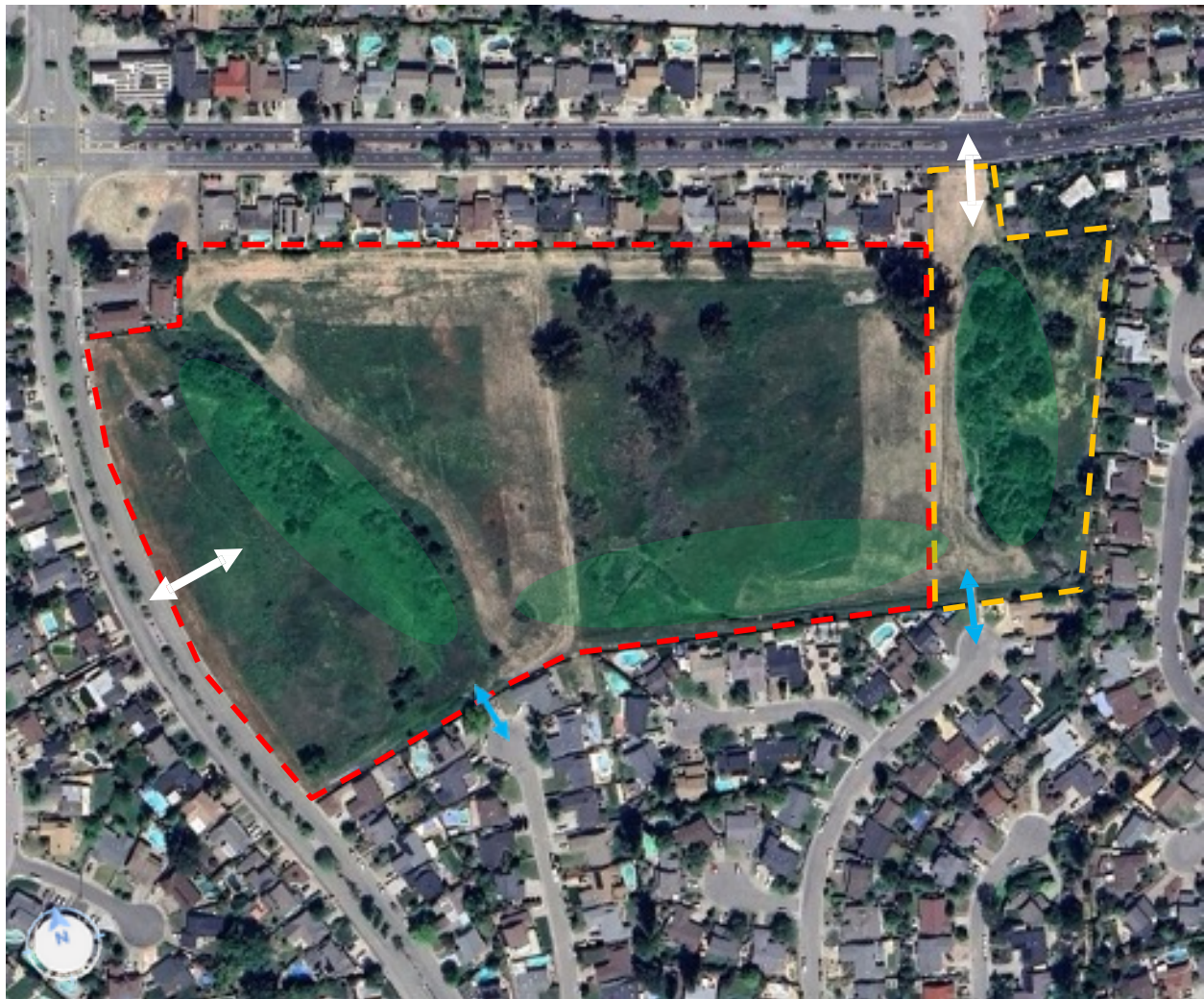
The figures above represent an anticipated construction start in 2027, allowing time to obtain all necessary approvals. Construction costs and other related costs are therefore escalated from present levels to account for anticipated inflation in line with expected economic conditions.

San Andreas

Site Overview

San Andreas is a 26-acre development area located in the San Marin neighborhood of northern Novato that includes both a District-owned parcel and an adjacent City-owned parcel. The development assumes a collaboration between the City and the District in the entitlements process and project execution.

Street Address:	5 San Andreas Drive Novato, CA 94945
Development Area Size:	21.6-acre District-owned parcel (outlined in red) + 4.4-acre City-owned parcel (outlined in yellow)
General Plan Designation:	Medium Density Detached Residential (R4) for District-Owned and Parkland (PL) for City-Owned
Zoning:	Planned Development (PD)
Allowable Use:	Determined by the adoption of a Master Plan



Existing Conditions

Current Uses

The site is currently vacant and free of existing structures.

Surrounding Uses

The site is surrounded by residential neighborhoods. The immediately adjacent uses on all sides of the site are single family homes. At the northwest corner of San Andreas Drive and San Marin Drive on the opposing corner there is a small shopping center with commercial and retail uses.

The City-owned parcel (outlined in yellow) on the eastern edge of the site is vacant designated parkland use although no specific park improvements have been contemplated by the City. In 2018 the City and NUSD entered into a Memorandum of Understanding to investigate the development of the two sites, indicating the City had an openness at that time to collaborate with the District.

No meaningful discussions of a partnership have occurred as part of this feasibility analysis but will be important to address in the predevelopment stage if the District decides to pursue a project on this site.

Utilities

There is a channel that runs along the western edge of the site which carries stormwater to a pipe on the southwest corner of the site that flows south. There is also a channel on the southern portion of the site which carries stormwater to a pipe that picks up on the southeast corner of the site and continues southward into the single-family neighborhood. On the City-owned parcel, there is a stormwater pipe at the north end of the site which flows into a channel that extends the length of the parcel. The channel flows into the stormwater pipe that picks up at the southeast corner of the site. In the case that this portion of the site is developed with improvements, it is likely that the two stormwater pipes at either end of the site would need to be connected.

NMWD has water lines serving the single-family neighborhoods to the north, east, south, and west of the site. However, there are no water lines directly serving the site. The closest connection point to the site appears to be to the south at the end of Juanita Court cul-de-sac. The water lines serving the area are in NMWD's Zone 2 (out of four pressure zones), which serves elevations of 60 to 200 feet above sea level. NMWD has stated that the District has adequate water supply to support the projected development in its service area based on data from the City of Novato's most recent Housing Element. Possible additional infrastructure needs related to a potential workforce housing project would be explored further during predevelopment, and require a formal application to NMWD.

For more detail on existing utilities infrastructure surrounding the site, see Appendix E: Utilities Maps.

Transit Access

The site has relatively limited access to public transit options:

- There are bus stops for Marin Transit line 49 at the corner of San Andreas Drive and San Marin Drive, about a five-minute walk from the site. Line 49 provides service northbound to Downtown Novato and southbound to San Rafael, with peak headways of ~30 minutes. Weekday hours are approximately 6:00 am to 8:15 pm.

- The nearest station for the Sonoma-Marín Area Rail Transit line is the Novato San Marin Station, which is about 45 minutes walking distance from the site. This commuter rail line provides service northbound to Santa Rosa and southbound to the Larkspur Ferry connection, with peak headways of ~30 to 60 minutes. Weekday hours are approximately 5:40 am to 9:00 pm.
- The nearest bus stop for Golden Gate Transit line 154 is at Redwood Boulevard and Escallonia Drive, about a 45-minute walk from the site. Line 154 provides service to downtown San Francisco with ~20-to-30-minute peak headways. Weekday hours are approximately 5:30 am to 7:00 pm.

Environmental Conditions and Biological Resources

A Desktop Environmental Study revealed no obvious environmental concerns in terms of ground contamination on the site. The preliminary findings were based on regulatory environmental records information and historical sources.

A site visit was conducted with WRA biological resource consultants which identified potentially environmentally sensitive areas on the site. These areas span portions of the eastern, southern and western edges of the site, and are generally indicated in green ovals in the site plan overview image. It is recommended that further studies be conducted to determine the exact environmental conditions in these areas, the likely documentation required to comply with the California Environmental Quality Act (CEQA), and potential avoidance or mitigation that may be required.

For more detail on these preliminary findings and recommendations for further analysis, see Appendix D: Environmental and Biological Studies.

The entitlement process and CEQA analysis will need to follow established protocols with regards to studying other Biological and Cultural Resources.

Title Report

Although no notable land use restrictions were identified on the District's parcel thus far in the initial feasibility study phase of evaluation, the City's parcel has a 10' wide sewer easement for maintenance running north south through the site from the cul-de-sac at Clemente Court to San Marin Drive. For more detail, see Appendix C: Title Reports.

General Plan and Zoning

The current General Plan designation assigned to the site is Medium Density Detached Residential (R4). Per the City of Novato General Plan 2035 adopted in 2020, “The Medium Density Detached Residential land use designation is applied to areas appropriate for single family homes and related accessory residential uses. Additionally, certain agriculture, recreation, education, assembly, lodging, day care and utility uses may be allowed.” The residential density allowed under the R4 designation is 4.1 to 7.0 dwelling units per gross acre. The maximum Floor Area Ratio (FAR) allowed under the R4 designation is 0.4 for non-residential uses.

The current zoning district assigned to the site is Planned Development (“PD”). Per the City of Novato municipal code, “The PD zoning district is applied to large parcels capable of being developed as an integrated community neighborhood, with appropriate public services, infrastructure, and neighborhood convenience retail and services; and to smaller sites with sensitive environmental resources or other unique constraints.”

The allowable uses, permit requirements, and development standards for a site in the PD district are to be determined by the City Council through the adoption of a Master Plan and Precise Development Plan. There is currently no Master Plan in place for the San Andreas site, meaning that the PD zoning district has not been specified or implemented for the site. This is sometimes referred to as an “empty PD.” If workforce housing is to be developed on the site, a Master Plan must be adopted—an action which is considered a rezoning requiring legislative approval by the City Council.

Fit Plans and Design Approach

Two conceptual fit plans were developed for the San Andreas site. They are shown and discussed below.

San Andreas – Example A



Product Type(s):	Multifamily apartments and attached townhomes
Residential Building Height:	3 stories (multifamily) and 2 stories (townhome)
Total Units:	128 apartments + 52 townhomes = 180 total
Parking Spaces:	224 surface parking (multifamily) + 104 tuck-under garage parking (townhome) = 328 total
Parking Ratio:	1.75 spaces per unit (multifamily) 2.0 spaces per unit (townhome)

Example A contemplates dividing the site into three zones with several different building types: multifamily apartments in the northern area, attached townhomes in the southern and eastern area, and duplexes in the western area. Breaking up the site in this way is advisable given the large size of the site and the challenges associated with concentrating too much of any one product type.

The apartments and townhomes can be considered for potential workforce housing, whereas the land planned for duplexes is assumed to be entitled and sold to a homebuilder. The net sale proceeds from which could be reinvested in developing workforce housing. This scheme can accommodate 180 workforce housing units including 128 apartments and 52 townhomes.

The environmentally sensitive areas on the site have been preliminarily estimated and shown in red hashing but require further study to determine the precise boundaries and ways the site plan can interact with them. The plans presented here avoid these areas as much as possible to minimize impacts to the site. This preserves ample open space on the site which will benefit potential future residents and neighbors. The multifamily apartment buildings and townhomes are set back considerably from the adjacent single-family homes to ensure an easy transition.

Substantial infrastructure improvements (e.g., new internal roadways) are required for development given the lack of existing infrastructure on the site today. These add costs above and beyond that of a typical infill housing project. Also, the access point added at the northeast part of the site assumes the ability to develop part of the City-owned parcel.

San Andreas – Example B



Product Type(s):	Attached townhomes
Residential Building Height	2 stories
Total Units	45
Parking Spaces	90 tuck-under garage parking
Parking Ratio	2.0 spaces per unit

Example B is similar to Example A except that it replaces the multifamily apartments with single-family lots which, along with the duplex lots, would be sold to homebuilders, with the potential to reinvest net proceeds in workforce housing development. As such, this scenario yields 45 townhomes that could be considered for workforce housing.

The environmental considerations, infrastructure improvements, and site access conditions discussed in Example A are similarly contemplated in Example B.

Development Budget

Estimated development budgets for the projects described in these preliminary fit plans are shown below.

Concept	San Andreas	
	Example A	Example B
	Multifamily + Townhomes	Townhomes
<u>Units</u>		
Multifamily	128	-
Townhome	52	45
Total	180	45
<u>Development Costs</u> (2027 Const. Start)		
Hard Costs and Offsites	\$122.0M to \$134.8M	\$40.7M to \$45.0M
Project Approvals	\$1.5M to \$1.7M	\$0.8M to \$0.8M
Design Fees	\$9.5M to \$10.5M	\$3.2M to \$3.5M
Financing Costs	\$1.2M to \$1.4M	\$0.5M to \$0.5M
Other Soft Costs	\$3.6M to \$3.9M	\$1.2M to \$1.3M
Impact Fees	\$9.7M to \$10.7M	\$2.6M to \$2.9M
Const. & Dev. Mgmt.	\$6.5M to \$7.2M	\$2.1M to \$2.4M
Project Contingency	\$14.5M to \$16.0M	\$4.8M to \$5.3M
Total	\$168.4M to \$186.1M	\$55.9M to \$61.7M
per Unit	\$0.94M to \$1.03M	\$1.24M to \$1.37M

The figures above represent an anticipated construction start in 2027, allowing time to obtain all necessary approvals. Construction costs and other related costs are therefore escalated from present levels to account for anticipated inflation in line with expected economic conditions.

As discussed previously, the hard costs included in these development budgets reflect above average investments in infrastructure improvements such as roads and utilities due to the lack of existing infrastructure on the site.

District Office

Site Overview

The District Office site is a 1.9-acre development area located on the edge of Downtown Novato. It includes a District-owned parcel and an adjacent City-owned parcel.

Street Address:	1015 7 th Street Novato, CA 94945
Development Area Size:	1.5-Acre District-owned parcel (outlined in red) + 0.4-Acre City-owned parcel (outlined in yellow)
General Plan Designation:	Business and Professional Office (BPO) for District-Owned and Parkland (PL) for City-Owned
Zoning:	Business and Professional Office (BPO)
Allowable Use:	Office and Commercial



Existing Conditions

Current Uses

The District-owned portion of the site is currently occupied by the NUSD district office and surface parking. The existing structure is one and two stories high. The cost of demolishing and relocation/replacing the district offices presents a considerable added cost to any potential workforce housing project on this site. The City-owned parcel is currently open parkland without existing structures.

Surrounding Uses

The site is surrounded by a mix of uses. To the south and east are a mix of commercial uses including shopping, restaurants, and professional offices. There are also some single-family homes to the northeast along 7th Street. To the north and northwest is a multifamily residential apartment community. Finally, open parkland and recreational space borders the site to the west.

The City-owned parcel (outlined in yellow) on the western edge of the site is currently used for parkland and absent any agreement with the District on incorporating this land into a development project would be expected to remain parkland. No meaningful discussions of this type of agreement have occurred as part of this feasibility study.

Utilities

There is a stormwater pipe that runs along the east side of the site along Seventh Street that bends to the east and runs down Grant Avenue. A preliminary conversation with the City's Department of Public works indicated that there are not currently any known flooding concerns in Downtown Novato.

NMWD has water lines running along Grant Avenue to the south, Seventh Street to the east, and along the north edge of the site into the nearby apartment community. There is a fire hydrant on site on the northwest corner of Grant Avenue and Seventh Street. There is also a private fire hydrant roughly in the middle of the site. The water lines serving the site are in NMWD's Zone 1 (out of four pressure zones), which serves elevations up to 60 feet above sea level. NMWD has stated that the District has adequate water supply to support the projected development in its service area based on data from the City of Novato's most recent Housing Element. Possible additional infrastructure needs related to a potential workforce housing project would be explored further during predevelopment, and require a formal application to NMWD.

For more detail on existing utilities infrastructure surrounding the site, see Appendix E: Utilities Maps.

Transit Access

The site, being near downtown, enjoys a high degree of walkability to retail and services as well as reasonably good access to public transit options:

- There are bus stops for Marin Transit line 49 at the corner of Grant Avenue and 7th Street, about a one-minute walk from the site. Line 49 provides service northbound to Downtown Novato and southbound to San Rafael, with peak headways of ~30 minutes. Weekday hours are approximately 6:00 am to 8:15 pm.
- The nearest station for the Sonoma-Marín Area Rail Transit line is the Novato Downtown Station, which is about 17 minutes walking distance from the site. This commuter rail line provides service northbound to Santa Rosa and southbound to the Larkspur Ferry connection, with peak headways of ~30 to 60 minutes. Weekday hours are approximately 5:40 am to 9:00 pm.
- The nearest bus stop for Golden Gate Transit line 154 is at Redwood Boulevard and Grant Avenue, about a 15-minute walk. Line 154 provides service to downtown San Francisco with ~20-to-30-minute peak headways. Weekday hours are approximately 5:30 am to 7:00 pm.

Environmental Conditions

A Desktop Environmental Study has not yet been conducted, given the unlikelihood that the District will choose to relocate its existing offices and develop workforce housing on this site. If the District wishes to further explore the potential for workforce housing on this site, an environmental review should be conducted.

Title Report

No other notable land use restrictions were identified thus far in the initial feasibility study phase of evaluation. For more detail, see Appendix C: Title Reports.

General Plan and Zoning

The current General Plan designation assigned to the site is Business and Professional Office (BPO). Per the City of Novato General Plan 2035 adopted in 2020, “The Business and Professional Office land use designation is applied to

areas appropriate for a variety of office, research and education activities. Additionally, certain limited retail, service, residential (live-work) and utility uses may be allowed. The maximum Floor Area Ratio (FAR) allowed under the BPO designation is 0.4, and up to 0.7 for hotel uses.

The current zoning district assigned to the site is Business and Professional Office (BPO). Per the City of Novato municipal code, "The BPO zoning district is applied to areas appropriate for a variety of office activities including medical and professional offices, and office campuses. The BPO zoning district is consistent with the Business and Professional Office land use designation of the General Plan."

Residential uses are generally not permitted within the BPO zoning district, except for live/work projects. Neither multifamily dwellings nor single family dwellings are allowed. The maximum building height allowed in the BPO zoning district is 35 feet.

Fit Plans and Design Approach

A conceptual fit plan was developed for the District site, shown below. The plan was developed for reviewing the likely maximum number of units that can reasonably be accommodated at the site, rather than as an exploration of options for consideration. Less dense options are possible but were not considered in this study given the District's desire to focus on understanding the maximum yield potential at this walkable downtown location.

District Office – Example A



Product Type(s):	Multifamily apartments
Residential Building Height:	5 stories (4-over-1)
Total Units:	94 apartments
Parking Spaces:	36 surface parking + 105 podium parking = 141 total
Parking Ratio:	1.50 spaces per unit

This scenario contemplates a five-story multifamily building with four stories of housing over a one-story concrete podium with parking. This scheme can accommodate 94 workforce housing units while maintaining a parking ratio of 1.50 spaces per unit. The parking ratio was slightly reduced relative to other sites given the walkable downtown location of the District Office site, which likely will reduce the need for parking spaces for residents.

The design makes use of the concrete podium for a private podium-level courtyard for residents. While the ground floor program is not specified, it is also likely that the building would include space on the southeast first-floor corner for retail or shopping. This would create a continuation from the commercial strip

along Grant Avenue and position the new workforce housing project as a terminus of the downtown corridor.

Substantial costs are incurred outside the norm for a typical multifamily housing project due to the need to demolish the existing office building. Additionally, the concrete podium adds costs to the project, as was discussed previously for similar proposed projects.

This scheme shows surface parking on a roughly 0.4-acre area of City-owned land in order to achieve an overall parking ratio of 1.50 spaces per unit. Depending on the openness from the City of this land being available for use by the District for a workforce housing project, an alternative parking solution or lower parking ratio may be required if this project is pursued further.

Development Budget

An estimated development budget for this preliminary fit plan is shown below.

Concept	District Office
	Example A
	4-over-1
<u>Units</u>	
Multifamily	94
Townhome	-
Total	94
<u>Development Costs (2027 Const. Start)</u>	
Hard Costs and Offsites	\$54.8M to \$60.6M
Project Approvals	\$1.7M to \$1.8M
Design Fees	\$4.3M to \$4.7M
Financing Costs	\$0.5M to \$0.6M
Other Soft Costs	\$1.6M to \$1.8M
Impact Fees	\$4.9M to \$5.4M
Const. & Dev. Mgmt.	\$3.0M to \$3.3M
Project Contingency	\$6.6M to \$7.2M
Total	\$77.3M to \$85.4M
per Unit	\$0.82M to \$0.91M

The figures represent an anticipated construction start in 2027, allowing time to obtain all necessary approvals. Construction costs and other related costs are therefore escalated from present levels to account for anticipated inflation in line with expected economic conditions.

FANS/Transportation Site

Site Overview

The FANS/Transportation site is a 1.4-acre development area located on the edge of Downtown Novato.

Street Address:	819 Olive Avenue & Mulligan Lane Alley Novato, CA 94945
Development Area Size:	1.4 Acres
General Plan Designation:	General Commercial (CG) (within Downtown Overlay District)
Zoning:	General Commercial (CG)
Allowable Use:	Commercial, Retail, and Service



Existing Conditions

Current Uses

The site is currently occupied by the District's warehouse and food services facilities. It is also used for school bus parking and fueling.

Surrounding Uses

The site is surrounded by a mix of industrial and commercial uses. The SMART rail line also runs along the east side of the site. The site suffers from very poor access. It is accessible only from a narrow alley to the south (Mulligan Lane) which is unpaved, or by an alleyway between existing commercial buildings to the north.

Environmental Conditions

There is an underground fuel storage tank on the site which may have impacts on soil contamination. A Desktop Environmental Study has not yet been conducted, given the unlikelihood that the District will choose to develop workforce housing on this site. If the District wishes to further explore the potential for workforce housing on this site, an environmental review should be undertaken immediately.

Given constrained site access, potential environmental concerns, and the presence of existing critical District operations, the FANS/Transportation site is not recommended for workforce housing development at this time and was therefore not considered further for this initial feasibility study. As a result, conceptual fit plans and development budgets were not produced for this study.

Entitlements Process

Overview

Whereas typically educational facility construction projects would be under the jurisdiction of the Division of the State Architect (DSA), the workforce housing developments considered in this feasibility study include housing units and not educational facilities. As such, all entitlement applications and building permits will be processed by the City of Novato.

The anticipated entitlements required and associated timelines described in this section were informed by preliminary conversations with the City of Novato Planning Division. Once a particular site (or sites) and development project is identified, a more precise entitlement strategy can be determined during the predevelopment stage.

Required Entitlements

The entitlements required to build workforce housing depends on the site(s) chosen for development and the product type(s) and intensity that are pursued in the project. The anticipated entitlements required to build workforce housing on each of the sites under consideration are described below. Community engagement is an important aspect of any entitlement effort so that neighbors and other community stakeholders are informed and have an opportunity to participate in the planning process.

Meadow Annex: The current General Plan designation of the site is Community Facilities (CF) and the current zoning is Community Facilities (CF). Whereas residential uses are only permitted in the CF district with a use permit in a mixed-use development, preliminary conversations with the Planning Division suggest that the existing community facilities on the site (e.g., Hamilton School) may be considered as part of the overall development. In such a case, a potential workforce housing project may not require a General Plan Amendment or rezoning. Conditional use permits for multifamily residential would be required.

The CF designation has a maximum FAR requirement of 0.8 and a maximum residential density of 10.1 to 20.0 dwelling units per acre. As shown below, of the conceptual fit plans considered in this study, Example A is consistent with both the FAR and density requirements while Examples B and C are not. This analysis is based on the estimated gross acreage of 3.7 acres for the development area being considered (outlined in red in the site plan image for the Meadow Annex

site). Further analysis and discussions with the City may result in modifications to the density and FAR calculations that could be aligned with the CF designation.

	Example A	Example B	Example C
Units	62	105	130
Density (du/acre)	16.8	28.4	35.1
Gross Building Square Footage	67,167	113,750	140,833
Floor Area Ratio (FAR)	0.42	0.71	0.87

Examples B and C—being four and five stories, respectively—are also inconsistent with the development standard for the CF zoning district of a 35-foot height limit. However, it may be possible to achieve approvals for a denser and taller project such as Examples B and C using density bonus laws.

Hill Ed: The current General Plan designation of the site is Community Facilities (CF) and the current zoning is Community Facilities (CF). Whereas residential uses are only permitted in the CF district with a use permit in a mixed-use development, preliminary conversations with the Planning Division suggest that the existing community facilities on the site (e.g., Hill Education Center) may be considered as part of the overall development. In such a case, a potential workforce housing project may not require a General Plan Amendment or rezoning if such existing uses are retained and included as part of the overall project. For Example A, part of the existing Hill Education Center is expected to be retained. For Example B, the entire facility is considered to be demolished, so alternative steps would need to be taken to satisfy the condition for a mixed-use project, such as relocating certain educational programs within the new workforce housing buildings. Conditional use permits for multifamily residential would be required.

The CF designation has a maximum FAR requirement of 0.8 and a maximum residential density of 10.1 to 20.0 dwelling units per acre. As shown below, both of the conceptual fit plans considered in this study are consistent with both the FAR and density requirements. This analysis is based on the estimated gross acreage of 5.6 acres for the development area being considered.

	Example A	Example B
Units	66	100
Density (du/acre)	11.8	17.9

Gross Building Square Footage	71,500	136,883
Floor Area Ratio (FAR)	0.29	0.56

Both Examples A and B are consistent with CF zoning district height limit of 35 feet.

Hamilton: The current General Plan designation of the site is Community Facilities (CF) and the current zoning is Planned Development (PD).

The site is located in Planning Area 5 (referred to as Exchange Triangle) of the Hamilton Field Reuse Plan. The land use designation for this site is Community Facilities and Civic Uses – Special Uses Permitted (CFCU-SP). This designation allows for all the uses permitted in the CFCU land use designation plus the option to develop senior housing/assisted care. The CFCU and CFCU-SP land use designations are unique to the Reuse Plan and generally equate to the City’s CF designation.

In preliminary discussions with the City, housing on this site would be considered a compatible use. However, the CFCU-SP designation will need to be brought into conformance with the General Plan designation of CF which requires either a text amendment or an amendment to the General Plan and an amendment to the Reuse Plan. As these are legislative actions, they will need to be approved by the City Council. It should be noted that north of State Access Road, in Planning Area 4 of the Reuse Plan, two recent housing projects went through the same process successfully and were rezoned R-20.

A housing project may also be considered if within a mixed-use project on this site. The City may consider accepting an expanded mixed-use project area that would include the existing community facilities on the site (e.g., District maintenance and operations building or public library). In such a case, a potential project would still require that the Reuse Plan be brought into conformance with the General Plan.

The CF designation (assuming the project is permitted as a mixed-use project) has a maximum FAR requirement of 0.8 and a maximum residential density of 10.1 to 20.0 dwelling units per acre. As shown below, conceptual fit plan Example A is consistent with both the FAR and density requirements. Example B is inconsistent with the density requirement, being greater than 20.0 units per acre.

However, leveraging density bonus laws, Example B could also be compliant. This analysis is based on the estimated gross acreage of 8.8 acres for the development area being considered. Further analysis and discussions with the City may result in modifications to the density and FAR calculations that could be aligned with the CF designation.

	Example A	Example B
Units	162	200
Density (du/acre)	18.4	22.7
Gross Building Square Footage	175,500	216,667
Floor Area Ratio (FAR)	0.46	0.57

A final approach for the entitlements process that may be considered is to utilize AB2295 or other state legislation to streamline approvals. If the District pursues this approach, it should review, and collaborate with the City on this option.

With the 2020 General Plan being based on a recent E.I.R., it should be noted that an addendum to the E.I.R. used for the General Plan may be accepted by the City. During the Initial Study, this determination would be made, but it is possible that few, if any, additional environmental studies would be needed for legislative action by the City Council.

San Andreas: The current General Plan designation of the site is Medium Density Detached Residential (R4) and the current zoning is Planned Development (PD). The R4 General Plan designation is consistent with the R4 zoning district, which allows only single-family and two-family dwellings. It does not allow for multifamily dwellings, even with a conditional use permit. As such, entitling the site for workforce housing which includes multifamily apartments and/or attached townhomes will likely require a General Plan Amendment to the City's Medium Density Multiple Family Residential land use designation (R10).

The R10 designation has a maximum residential density of 10.1 to 20.0 dwelling units per acre. As shown below, both conceptual fit plans considered for this site falls below the residential density range. This analysis is based on the estimated gross acreage of 26.0 acres for the development area being considered. Further analysis and discussions with the City may result in modifications to the density calculations that could be aligned with the General Plan designation.

	Example A	Example B
Units	197	98
Density (du/acre)	7.6	3.8

There is currently no Master Plan in place for the San Andreas site, meaning that the PD zoning district has not been specified or implemented for the site. This is sometimes referred to as an “empty PD.” If workforce housing is to be developed on the site, a Master Plan must be adopted—an action which is considered a rezoning requiring discretionary legislative approval. Alternatively, the site could be rezoned to an existing zoning district (e.g., Medium Density Multifamily Residential – R10). Such a rezoning would also be considered a legislative action.

The advantage of adopting new PD zoning for the site is the opportunity to provide guidelines specific to the site and the current project goals compared with retaining the standard and more generic development guidelines applied to existing zoning districts. However, the creation and adoption of a new Planned Development may add time to the approval process.

District Office: The current General Plan designation of the site is Business and Professional Office (BPO) and the current zoning is Business and Professional Office (BPO). As residential uses are not permitted under this land use designation and zoning, entitling the site for workforce housing will require a General Plan Amendment and rezoning to the City’s High Density Multiple Family Residential land use designation and zoning district (R20). These are both legislative actions requiring discretionary approval by the City Council.

The R20 designation has a maximum residential density of 20.1 to 30.0 dwelling units per acre. As shown below, the conceptual fit plan considered for this site falls outside the residential density range. This analysis is based on the estimated gross acreage of 1.9 acres for the development area being considered.

	Example A
Units	94
Density (du/acre)	49.5

The building height for this fit plan is approximately 55 feet, which is beyond the 35-foot height limit for the R20 zoning district. It may be possible to achieve approvals for a taller project using density bonus laws.

Regulatory Framework

School districts in California have successfully navigated the regulatory framework required to undertake actions related to their real estate holdings described in this feasibility study but the District should seek legal advice to confirm assumptions. For properties to be disposed of, the likely course of action is the District would convene a 7-11 Committee to deem the properties surplus, request certain waivers from the state related to surplus property procedures, and proceed with disposition.

Anticipated Timeline

The amount of time required to obtain entitlements for residential development in Novato varies from project to project and depends on a number of factors. Where multiple entitlements are required (e.g., General Plan Amendment, rezoning, and CEQA review), they are processed simultaneously. As such, the time to obtain approvals depends on the required entitlement which has the longest processing time. Where a project is consistent with the existing General Plan and zoning and exempt from CEQA review, the process may take less than one year. Where a General Plan Amendment, rezoning, Master Plan / Precise Plan adoption, and/or CEQA review are required, the process may take 24 months or longer.

The table below, from the City of Novato's most recently adopted Housing Element, shows representative project timelines from a sample of recent residential developments.

Table C-10: Representative Project Timelines

GPA = General Plan Amendment MND = Mitigated Negative Declaration MP = Master Plan MPA = Master Plan Amendment PDP = Precise Development Plan RZ = Rezone TSM = Tentative Subdivision Map Var. = Variance								
Project			Planning App.		Entitlement Processing Time	Building Permit App. Filed	Time from Entitlement to BP Filing	Entitlement Issued
Name	Units	APN/Address	Filed	Approved				
7711 Redwood	80 townhomes	125-580-16	4/12/16	12/17/19	8 months	9/30/219	Concurrent	GPA, RZ, TSM
City Ventures	75 townhomes	157-970-03 802 State Access Rd.	10/10/19	7/14/20	9 months	8/11/20	1 month	GPA, MPA, PDP, TSM, MND
Homeward Bound	50 supportive housing	157-970-07 826 State Access Rd.	7/9/19	8/23/22	37 months	12/14/22	4 months	PDP
Hamilton Cottages	16 senior townhomes	157-860-03, -04	9/21/15	10/25/16	13 months	6/21/17	8 months	MPA, PDP, VTSM, DR, MND
Oakmont Senior Living	Assisted living facility	151-022-12 1461 S. Novato Blvd.	2/18/16	7/11/17	17 months	6/18/18	12 months	GPA, MP, PDP
Springbrook Green	9 townhomes	1602 Vallejo	5/30/19	1/27/20	8 months	3/22/21	14 months	Var., TSM, CEQA Exmptn.
Misty Court	9 single-family detached	143-272-07	11/3/15	3/27/18	26 months	9/17/19	18 months	MPA, PDP, TSM, MND
Novato Village	48 senior apartments	157-970-04 801 State Access Rd.	5/3/11	5/30/13	24 months	3/12/15	24 months	GPA, MPA, PDP, MND

Source: City of Novato 6th Cycle Housing Element Update (April 2024)

The time to process entitlements varies from 8 months to 37 months, depending in part on the number and type of entitlements issued. However, as can be seen in the table, the timeline to obtain approvals can vary widely even for projects required similar entitlements.

Based on this information, and preliminary conversations with the City of Novato Planning Division, it is anticipated that the process to obtain planning approvals for a workforce housing project will generally take between 18-24 months, depending on the specific site(s) chosen for development and the associated entitlements required.

Affordability Requirements

Per the City of Novato Municipal Code Section 19.24.030, all residential projects of more than two units must include a certain percentage of affordable units or

pay an in-lieu fee. The requirements by development size are summarized in the table below:

City of Novato Affordable Housing Requirements	
Residential Project Size	Percentage of Affordable Housing Units Required
3 to 6 units	10% or in-lieu fee
7 - 10 units	10%
11 units	11%
12 units	12%
13 units	13%
14 units	14%
15 units	15%
16 units	16%
17 units	17%
18 units	18%
19 units	19%
20 units or more	20%

Because all of the potential workforce housing projects considered in this study are greater than 20 units, it should be anticipated that a development would need to set aside 20% of units as affordable. There is no option to pay an in-lieu fee for developments of this size.

Furthermore, the City of Novato stipulates that, for rental projects, 50% of the affordable units must be rented at prices affordable to Low Income households earning up to 60% of area median income (AMI), and the other half of affordable units at rented at prices affordable to Very Low Income households earning up to 50% AMI. For ownership projects, those income limits are 90% of AMI and 65% of AMI.

Because the contemplated workforce housing projects would target employees with a range of range of household incomes including as low as 50% AMI and provide subsidized rents, deed restricting units at the levels required to meet the city's affordable housing requirements is not expected to impact the operations of the project other than by creating an administrative burden to verify household incomes.

CEQA Review and Streamlining

The California Environmental Quality Act (CEQA) is a state law that requires state and local agencies to evaluate and disclose the significant environmental impacts of proposed projects and to adopt all feasible measures to mitigate those impacts. The CEQA review process typically consists of the following major steps:

1. Initial Study: The lead agency conducts an initial study to determine the project's potential environmental impacts.
2. Determination: Based on the results of the initial study, the agency decides what type of CEQA document to prepare. In cases where the initial study finds no significant environmental impacts, or significant impacts that can be mitigated, a Negative Declaration (ND) or Mitigated Negative Declaration (MND) is prepared. If it is determined that the project may have significant environmental impacts, an Environmental Impact Report (EIR) is prepared. An EIR is a more comprehensive document that requires additional time and cost to complete.
3. Public Review: The CEQA document is circulated for public review and comment.
4. Final Decision: The lead agency considers the CEQA document and public comments before making a final decision on the project.

Any potential workforce housing project, as contemplated in this feasibility study, will require an initial study to determine whether the project may have significant environmental effects. The District, being a public agency, may act as the lead agency for any such project. This would shift the responsibility of conducting the CEQA review process from the City to the District. The District would be able to proceed with CEQA review on its own timeframe, but would need to dedicate its own resources for stewarding the process.

There are also pathways to streamlined approvals that exempt certain projects from CEQA review which may be applicable to a workforce housing project by the district.

- Assembly Bill 2011 (passed in 2022): AB 2011 allows for ministerial approval of affordable and mixed-income housing projects on commercially-zoned lands. Projects that meet specific criteria, including affordability requirements and labor standards, are exempt from CEQA review. The law applies to 100% affordable projects and mixed-income projects

located on commercial corridors that contain at least 15% affordable units.

- Senate Bill 423 (passed in 2023): SB 423 extends the provisions of SB 35, which allows for ministerial approval of multifamily housing projects in jurisdictions that have not met their state-mandated housing production targets per the RHNA process. Eligible projects must meet specific affordability requirements and be consistent with objective zoning standards. Qualifying projects are exempt from CEQA review. For jurisdictions that have not met their RHNA goals for above moderate-income housing, at least 10% of the units must be affordable to households earning 80% AMI. For jurisdictions that have met their RHNA goals for above-moderate income housing, at least 50% of the units must be affordable to households earning 80% AMI.

The ability to bypass CEQA review would substantially reduce the time and cost associated with entitling a project. However, the above bills may not be applicable to all potential workforce housing projects, or may add undue affordability requirements or other standards to the project. In the case that Novato is not meeting its RHNA goals, compliance with the requirements of SB 423 would likely be already consistent with the affordability levels of a workforce housing project. This and other possible streamlining options will be explored as part of a comprehensive entitlements strategy during the predevelopment stage.

AB 2295

Recent changes in housing legislation at the state-level have created alternative pathways for the entitlement of affordable and workforce housing in California on school district-owned property. Assembly Bill 2295 (AB 2295) was signed into law in September 2022 and took effect on January 1, 2024. It considers housing development projects to be an allowable use on property owned by a local educational agency (LEA), as long as certain conditions are met. The conditions are as follows:

1. The project must include a minimum of 10 units.
2. The project has a recorded deed restriction that ensures, for a period of at least 55 years, that the majority of the units of the housing development shall be set at an affordable rent to lower income or moderate-income households. However, at least 30 percent of the units shall be affordable to lower income households.

3. 100% of the units are rented to LEA employees, or others, but based on a procedure provided by law.
4. It is built at the highest density — the greater of what is allowed by the city or county, or the density deemed appropriate to accommodate housing for lower-income households (and is measured based on “development footprint,” as defined).
5. It is built at the maximum height — the greater of what is allowed by the city or county, or 35 feet.
6. It is adjacent to property that permits residential use as a principally permitted use.
7. It is located in an “infill site”.
8. The project satisfies local objective zoning standards, objective subdivision standards and objective design review standards that do not preclude development at the permitted density and height.
9. If there are no objective standards for that parcel, the project will be subject to local standards (zoning, parking, design, etc.) of the nearest parcel in a multifamily zone that meets or exceeds the density and height allowed.
10. The property is located entirely within any applicable urban limit line or urban growth boundary established by local ordinance.
11. It complies with all infrastructure-related requirements, including impact fees that are existing or pending at the time the application is submitted.

A preliminary analysis suggests that any of the sites under consideration for workforce housing development are compliant—or could be designed to be compliant—with the above conditions, except for Meadow Annex which is not adjacent to a property that permits residential use as a principally permitted use (condition #6 above).

However, as per condition #2, pursuing entitlements through AB 2295 requires additional restrictions on affordability levels beyond what would otherwise be required. As such, the District may wish to pursue entitlements through the typical approvals process in order to maintain maximum flexibility for the affordability levels of the eventual workforce housing project.

State Density Bonus

California’s Density Bonus Law is state legislation designed to incentivize the development of affordable housing by granting developers the right to build more units than typically allowed under local zoning regulation in exchange for include a certain percentage of affordable units. The density bonus that can be earned ranges from 5% to 100%, depending on the number and type of

affordable units provided. To qualify, projects must include a minimum percentage of units for very low income, low income, or moderate income units.

In addition to increased density, the law offers developers other incentives such as reduced parking requirements, increased building height allowances, or reduced setbacks. Projects may also obtain waivers from certain development standards that would physically preclude the project from achieving the increased density.

Because the District's goal to provide units at below-market rates in order to serve its employees, a workforce housing project may be able to take advantage of State Density Bonus Law without substantively adding affordability restrictions above and beyond what is already intended. For example, a project could earn a 50% density bonus by setting aside either 15% of units at 50% AMI or 24% of units at 80% AMI. As such, State Density Bonus Law may be a powerful tool that the District can leverage to obtain approvals for a higher density project without being subject to discretionary review. State Density Bonus Law, and the incentives that can be sought, should be considered as part of a holistic entitlement strategy during the predevelopment stage.

Financial Analysis

The following section discusses the costs of developing workforce housing, the potential sources of funds that may be pursued to meet those costs, factors impacting the amount of funding available for development (e.g., operating cash flow and land value forecasts), and several possible scenarios for how to proceed with development and financing.

Development Costs

As previously shown, the costs associated with developing each of the conceptual workforce housing projects described in this study are detailed on the following page.

The cost of developing workforce housing includes:

- **Hard Costs and Offsite Improvements:** Direct materials and labor costs associated with preparing the site for development and constructing the buildings, including improvements to nearby infrastructure as needed.
- **Project Approvals:** Professional fees and local agency fees incurred in the process of applying for and obtaining entitlements.
- **Design Fees:** Professional fees paid to architects and engineers to produce detailed project designs and construction documents.
- **Financing Costs:** Costs incurred in the process of securing project financing, including professional fees and transaction costs.
- **Other Soft Costs:** Additional indirect costs that may be incurred to complete the project, such as connection fees to integrate with municipal utilities.
- **Impact Fees:** Fees collected by the City and other local agencies for the development of new residential units. (Note: The District may be able to obtain waivers for some impact fees to reduce the cost of development.)
- **Construction & Development Management:** Professional fees paid for project management services.
- **Project Contingency:** A standard “buffer” meant to cover unanticipated costs or budget overruns that may occur during the course of development.

Concept	Meadow Annex			Hill Ed	
	Example A	Example B	Example C	Example A	Example B
	3 Story on Grade	4 Story plus Car Barn	4-over-1	3 Story on Grade	3 Story + Townhomes
<u>Units</u>					
Multifamily	62	105	130	66	70
Townhome	-	-	-	-	30
Total	62	105	130	66	100
Development Costs (2027 Const. Start)					
Hard Costs and Offsites	\$35.4M to \$39.1M	\$61.3M to \$67.7M	\$75.8M to \$83.8M	\$39.7M to \$43.9M	\$67.2M to \$74.3M
Project Approvals	\$1.2M to \$1.3M	\$1.4M to \$1.6M	\$1.4M to \$1.6M	\$1.2M to \$1.3M	\$1.4M to \$1.6M
Design Fees	\$2.8M to \$3.0M	\$4.8M to \$5.3M	\$5.9M to \$6.5M	\$3.1M to \$3.4M	\$5.2M to \$5.8M
Financing Costs	\$0.3M to \$0.4M	\$0.6M to \$0.6M	\$0.7M to \$0.8M	\$0.4M to \$0.4M	\$0.7M to \$0.8M
Other Soft Costs	\$1.0M to \$1.1M	\$1.8M to \$2.0M	\$2.2M to \$2.4M	\$1.2M to \$1.3M	\$2.0M to \$2.2M
Impact Fees	\$3.2M to \$3.5M	\$5.4M to \$6.0M	\$6.7M to \$7.4M	\$3.4M to \$3.8M	\$5.4M to \$5.9M
Const. & Dev. Mgmt.	\$1.9M to \$2.1M	\$3.3M to \$3.6M	\$4.1M to \$4.5M	\$2.1M to \$2.4M	\$3.6M to \$4.0M
Project Contingency	\$4.2M to \$4.7M	\$7.3M to \$8.1M	\$9.1M to \$10.0M	\$4.7M to \$5.2M	\$8.0M to \$8.8M
Total	\$50.1M to \$55.4M	\$85.8M to \$94.9M	\$106.0M to \$117.1M	\$55.8M to \$61.7M	\$93.5M to \$103.3M
per Unit	\$0.81M to \$0.89M	\$0.82M to \$0.90M	\$0.82M to \$0.90M	\$0.85M to \$0.93M	\$0.93M to \$1.03M

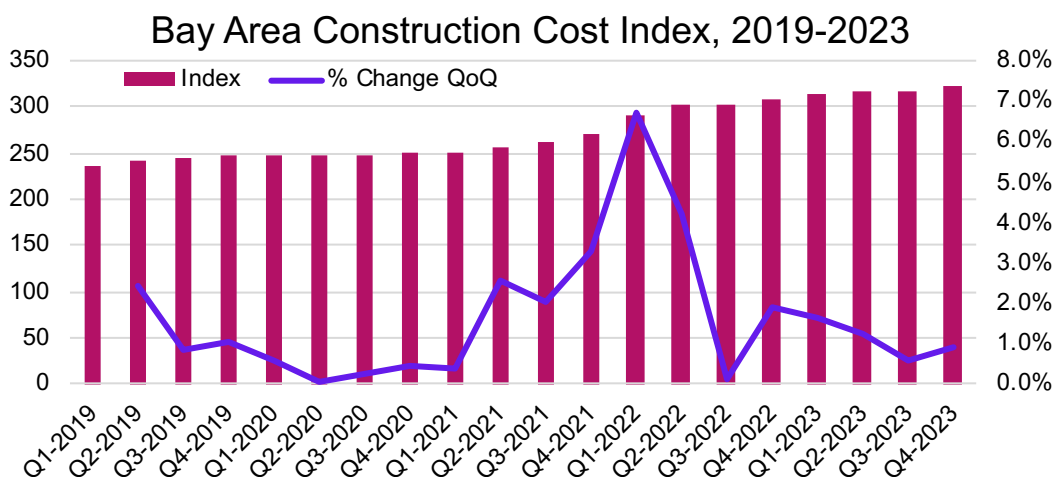
Concept	Hamilton		San Andreas		District Office
	Example A	Example B	Example A	Example B	Example A
	3 Story on Grade	3 Story + 5-Story East Parcel	Multifamily + Townhomes	Townhomes	4-over-1
<u>Units</u>					
Multifamily	162	200	128	-	94
Townhome	-	-	52	45	-
Total	162	200	180	45	94
Development Costs (2027 Const. Start)					
Hard Costs and Offsites	\$90.7M to \$100.3M	\$116.6M to \$128.9M	\$122.0M to \$134.8M	\$40.7M to \$45.0M	\$54.8M to \$60.6M
Project Approvals	\$1.7M to \$1.8M	\$1.7M to \$1.8M	\$1.5M to \$1.7M	\$0.8M to \$0.8M	\$1.7M to \$1.8M
Design Fees	\$7.0M to \$7.8M	\$9.1M to \$10.0M	\$9.5M to \$10.5M	\$3.2M to \$3.5M	\$4.3M to \$4.7M
Financing Costs	\$0.9M to \$1.0M	\$1.1M to \$1.2M	\$1.2M to \$1.4M	\$0.5M to \$0.5M	\$0.5M to \$0.6M
Other Soft Costs	\$2.6M to \$2.9M	\$3.4M to \$3.8M	\$3.6M to \$3.9M	\$1.2M to \$1.3M	\$1.6M to \$1.8M
Impact Fees	\$8.4M to \$9.3M	\$10.4M to \$11.4M	\$9.7M to \$10.7M	\$2.6M to \$2.9M	\$4.9M to \$5.4M
Const. & Dev. Mgmt.	\$4.9M to \$5.4M	\$6.3M to \$6.9M	\$6.5M to \$7.2M	\$2.1M to \$2.4M	\$3.0M to \$3.3M
Project Contingency	\$10.9M to \$12.0M	\$13.9M to \$15.4M	\$14.5M to \$16.0M	\$4.8M to \$5.3M	\$6.6M to \$7.2M
Total	\$127.1M to \$140.5M	\$162.4M to \$179.5M	\$168.4M to \$186.1M	\$55.9M to \$61.7M	\$77.3M to \$85.4M
per Unit	\$0.78M to \$0.87M	\$0.81M to \$0.90M	\$0.94M to \$1.03M	\$1.24M to \$1.37M	\$0.82M to \$0.91M

Detailed hard cost estimates can be found in Appendix F: Construction Cost Detail. Direct hard costs were estimated for each site and conceptual fit plan based on the actual construction type (e.g., three-story, 4-over-1) and estimated building square footages, except for Hamilton Example B and District Office Example A. The anticipated cost for those two schemes was estimated based on the cost estimate for Meadow Annex Example C using the same building typology, adjusted for project size. The figures reflect a reasonable estimate of the likely construction cost, but there may be slight variations in site work or other site-specific differences that are not captured in these estimates.

The Project Approvals cost for each site will vary depending on the level of CEQA review, discretionary approvals, and timeline for the entitlement effort and will be refined in the predevelopment stage when an entitlements approach has been selected.

The costs shown in the preceding tables represent the anticipated cost of development assuming a construction start in 2027, allowing time to obtain all necessary approvals. The costs were estimated using present cost levels and applying an escalation factor of 1% over the following year and 3% per year for subsequent years. The lower escalation rate over the next year reflects the current slowdown in construction cost inflation as compared with the previous two to three years during which construction costs grew at historically high rates.

In fact, construction costs have grown much faster than overall prices in the economy over recent years, a period of already high inflation. From 2020 to 2023, the national Consumer Price Index—a measure of the price level of a typical basket of goods and services—increased 19.2%, while construction costs in the Bay Area increased 29.5%. The chart below shows the growth in construction costs in the Bay Area over this period.



Source: TBD Consultants

As such, the cost to develop a workforce housing project in the Bay Area is significantly higher than even just a few years ago. Nonetheless, the development costs estimated in this feasibility study are in line with the observed cost of previous similar projects, after accounting for the aforementioned recent growth in construction costs. The following table shows the estimated development cost of Meadow Annex Example B compared with a recently

completed workforce housing project of a similar size by Jefferson Union High School District (JUHSD) in Daly City, CA.

	Jefferson Union High School District	Novato Unified School District
Project	705 Serramonte	Meadow Annex (Example B)
Construction Start	2020	2027 (est.)
Average Unit Size (sqft)	798	845
Units	122	105
Total Project Cost (Average)	\$75.5 M	\$90.4 M
Cost per Unit	\$619 K	\$861 K
Adjusted for Unit Size	\$79.9 M	\$90.4 M
Adjusted to 2027 Construction Start	\$111.9 M	\$90.4 M
per Unit	\$918 K	\$861 K
% Difference	-	-6%

The JUHSD project broke ground in 2020 and was completed for a total development cost of roughly \$619 K per unit. Meanwhile, Meadow Annex Example B would be expected to cost \$861 K per unit to develop. Notably, the unit sizes at Meadow Annex Example B are about 6% larger than those at JUHSD (given the District's stated desire to offer a higher proportion of units suitable for large families). After adjusting for larger unit sizes and the observed and expected growth in costs between 2020 and 2027, it is estimated that the potential NUSD project is similar or less expensive per unit than the JUHSD project.

Funding Options & Considerations

There are many potential sources of funds the District may pursue to pay for the development of workforce housing. The most common of those sources are described in this section.

Land Sale Proceeds

The District may sell surplus property deemed unsuitable or less desirable for workforce housing to a private developer or other buyer, and reinvest the net proceeds from those land sales towards developing workforce housing. The

District may choose to sell surplus properties “as-is”, or sell the properties after entitling them for residential development. Entitling land adds value by reducing the timeline and risk of execution, resulting in a more attractive project to a potential buyer. Land value forecasts, both entitled and unentitled, are shown later in this section.

Debt Financing

Other school districts have financed workforce housing development with loans, on which it will pay interest and principal payments to the investor using cash flow from the project over the term of the loan, typically 30 to 35 years. The principal limitation of debt financing is that the amount of debt that can be supported depends on the cash flow generated from the rental property. As such, steeper rental discounts to District employees result in a reduction in loan proceeds that can be borrowed and therefore more funding that must come from other sources.

Furthermore, over the life of the loan, most of the cash flow from the property will go towards debt service rather than into the District’s General Fund. One particularly relevant form of debt financing is Certificates of Participation (“COPs”), which are available to school districts which have multiple benefits. Because COPs use a tax-exempt lease structure, they allow school districts and other eligible borrowers to obtain financing at lower interest rates than traditional debt. Also, COPs may be issued by the Board of Trustees of the District without approval from the voters (as is required for General Obligation bonds).

Previous workforce housing projects by other districts have been financed in part through COPs, and NUSD should consult with its financial advisor regarding the potential use of COPs in its case.

General Obligation Bonds

The District could fund all or a portion of its workforce housing development through the passage of a general obligation bond (“GO Bond”) approved by Novato voters. These funds do not need to be repaid by the District and, depending on the amount raised, could enable the construction of workforce housing with little or no debt to the District. As a result, cash flow from the rental property would be retained as revenue for the District. There are also examples of previous workforce housing projects from other districts which were funded with GO Bonds, and again the District should consult its financial advisor regarding the applicability of such a strategy to NUSD.

Low-Income Housing Tax Credits

The Low-Income Housing Tax Credit (LIHTC) is a federal program administered by the states which provides tax credits to incentivize investment in low-income housing. Tax credits are awarded to eligible projects on a competitive basis in an annual process. The principal advantage of using tax credits to fund workforce housing development is that the funds do not need to be repaid by the District.

Furthermore, investments made by the District (e.g., reinvesting land sale proceeds) into a project may boost the project's competitiveness for tax credits and increase the likelihood of obtaining the funds. However, tax credits come with many additional requirements on affordability levels and cost containment. This would disqualify many certificated employee households from living in units funded using tax-credits, and might necessitate smaller unit sizes or less generous amenities to increase competitiveness.

Moreover, competition for tax credits has increased recently and many projects anticipate needing several years of applying and reapplying for funding. The timing of a tax credit award is uncertain, which introduces the potential for delays. Further investigation of tax credits should be conducted during the predevelopment stage. If pursuing tax credits, to limit exposure to delays and uncertainty, tax credit financing could be confined to a distinct building for lower income employees next to another building financed independently that would allow a more diverse mix of household incomes.

Land Value Forecasts

Land values fluctuate greatly based on market conditions. The market for land entitled for housing development has been negatively impacted by the recent increase in construction costs and interest rates. Buyers are currently mostly on the sidelines waiting for market conditions to improve or seeking distressed sales at steeply discounted prices. Therefore a land sale today is not recommended because it could yield little or no value.

However, real estate markets are cyclical and Novato remains an attractive place to live. Obtaining project approvals will create value and take several years to complete. As such, a long lead time approval process could dovetail well with a market recovery, although the precise timeline is difficult to predict.

Said differently, starting the approval process now could result in satisfactory land values at the time approvals are obtained, or the District may need to hold and wait for the market to continue to recover to maximize value.

The land value forecast presented here is dependent on significant recovery of market conditions, such as some combination of flat or decreasing construction costs, lower interest rates and investor return expectations, robust growth in rental rates and home values, and relief from development impact fees.

A strong market requires active participants but many developers and investors are not actively pursuing land acquisitions at non-distressed values.¹

The land value forecast presented addresses three different approaches:

- 1) Lower Density Multifamily Approach: Assuming sites are entitled for three-story market rate multifamily development with surface parking based on the conceptual fit plans developed for this study.
- 2) Medium Density Multifamily Approach: Assuming sites are entitled for four-story market rate multifamily development with car barn hybrid parking based on the conceptual fit plans developed for this study.
- 3) Townhome Approach: Alternatively, assuming sites are entitled for for-sale townhome development or other similar product types, which may increase the potential land value. Additional market research is needed to validate the hypothesis that land values can be maximized through the townhome entitlement strategy described above.

Market rate housing developers can afford to pay more for entitled land when their cost to deliver the finished product is minimized. As such, the decision for utilizing labor standards is assumed to be left to the developer, with the land value forecasts likewise assuming no labor restrictions.

¹ The land value forecast presented is a forecast based on recovery of market conditions and Brookwood Partners' experience and expertise. It should not be considered an estimate of value or potential value today or in the future. Brookwood Partners is not an appraiser or broker and makes no representations or warranties to the land values described in this section. Obtaining an appraisal prior to executing a sale is recommended to confirm land values.

Forecasted land values under the multifamily approach are shown in the following table. The District Office site is not shown because it is not recommended to be sold given the cost associated with relocating the existing facility. The approach to funding the entitlement effort has not yet been identified and therefore no borrowing costs related to Project Approvals have been included in this preliminary analysis.

Lower Density Multifamily Approach:

	Meadow Annex	Hill Ed	Hamilton	San Andreas
Concept	Example A	Example B	Example A	Example A
	3 Story on Grade	3 Story + Townhomes	3 Story on Grade	3-Story + Townhomes + Duplexes
<u>Units: MF Approach</u>				
Multifamily	62	70	162	128
Townhome	-	30	-	52
Single Family	-	-	-	-
Duplex	-	-	-	17
Total	62	100	162	197
<u>Forecasted Land Value</u>				
<u>Entitled</u>				
Forecasted Land Value	\$3.1 M	\$7.3 M	\$8.1 M	\$15.9 M
Less: Federal Use Abrogation	-	-	-\$2.2 M	-
Less: Infrastructure Improvements	-	-	-	-\$2.2 M
Less: City-Owned Land	-	-	-	-\$2.3 M
Less: Transaction Costs	-\$0.2 M	-\$0.4 M	-\$0.3 M	-\$0.6 M
Net District Value	\$2.9 M	\$6.9 M	\$5.6 M	\$10.8 M
Less: Cost of Entitlements	-\$1.3 M	-\$1.5 M	-\$1.8 M	-\$1.8 M
Net Reinvestable Proceeds	\$1.7 M	\$5.4 M	\$3.9 M	\$9.0 M
per Unit	\$27 K	\$54 K	\$24 K	\$46 K
Net Unentitled Forecasted Land Value	\$1.5 M	\$3.4 M	\$2.8 M	\$5.4 M
per Unit	\$24 K	\$34 K	\$17 K	\$27 K

Certain adjustments were made to forecasted land values where applicable including: the estimated cost of abrogating the federal use restriction on the Hamilton site if it were to be developed for non-educational uses, a portion of the cost of extraordinary infrastructure improvements on the San Andreas site, and the City-owned land share on the San Andreas Site. Additionally, the estimated cost of obtaining entitlements and other transaction costs were deducted to estimate the net proceeds available to reinvest into workforce housing development. As the table shows, even with the added cost of

entitlements, the forecasted proceeds are higher for entitled land as compared with unentitled land across these four sites.

An alternative approach is to pursue slightly higher density multifamily housing with taller buildings and additional unit counts that can yield additional forecasted land value, shown in the table below.

Medium Density Multifamily Approach:

Concept	Meadow Annex	Hill Ed	Hamilton	San Andreas
	Example B	Example B	Example B	Example A
	4-Story plus Car Barn	3-Story + Townhomes	3 Story + 5-Story East Parcel	3-Story + Townhomes + Duplexes
<u>Units: MF Approach</u>				
Multifamily	105	70	200	128
Townhome	-	30	-	52
Single Family	-	-	-	-
Duplex	-	-	-	17
Total	105	100	200	197
<u>Forecasted Land Value</u>				
<u>Entitled</u>				
Forecasted Land Value	\$5.3 M	\$7.3 M	\$10.0 M	\$15.9 M
Less: Federal Use Abrogation	-	-	-\$2.7 M	-
Less: Infrastructure Improvements	-	-	-	-\$2.2 M
Less: City-Owned Land	-	-	-	-\$2.3 M
Less: Transaction Costs	-\$0.3 M	-\$0.4 M	-\$0.4 M	-\$0.6 M
Net District Value	\$5.0 M	\$6.9 M	\$7.0 M	\$10.8 M
Less: Cost of Entitlements	-\$1.5 M	-\$1.5 M	-\$1.8 M	-\$1.8 M
Net Reinvestable Proceeds	\$3.5 M	\$5.4 M	\$5.2 M	\$9.0 M
per Unit	\$33 K	\$54 K	\$26 K	\$46 K
 Net Unentitled Forecasted Land Value	 \$2.5 M	 \$3.4 M	 \$3.5 M	 \$5.4 M
per Unit	\$24 K	\$34 K	\$17 K	\$27 K

Forecasted land values under the townhome approach are shown in the following table. The District Office site is again not shown because it is not recommended to be sold given the cost associated with relocating the facility.

Townhome Approach:

	Meadow Annex	Hill Ed	Hamilton	San Andreas
<u>Units: Potential TH Approach</u>				
Townhomes (and Similar Alternatives)	53	81	127	224
<u>Forecasted Land Value</u>				
<u>Entitled</u>				
Total Land Value	\$6.4 M	\$9.7 M	\$15.2 M	\$22.4 M
Less: Abrogation	-	-	-\$4.1 M	-
Less: Infrastructure Improvements	-	-	-	-\$2.2 M
Less: City-Owned	-	-	-	-\$3.4 M
Less: Transaction Costs	-\$0.3 M	-\$0.5 M	-\$0.6 M	-\$0.8 M
Net District Value	\$6.1 M	\$9.2 M	\$10.6 M	\$15.9 M
Less: Cost of Entitlements	-\$1.5 M	-\$1.5 M	-\$1.5 M	-\$1.5 M
Net Reinvestable Proceeds	\$4.6 M	\$7.7 M	\$9.1 M	\$14.4 M
per Unit	\$86 K	\$95 K	\$72 K	\$64 K
<u>Net Unentitled</u>				
per Unit	\$3.0 M	\$4.6 M	\$5.3 M	\$8.0 M
	\$57 K	\$57 K	\$42 K	\$36 K

Again, the forecasted proceeds are greater for entitled land than for unentitled land.

Workforce Housing Rental Rates

The workforce housing financial analysis presented assumes a 30% discount to current market rents in Novato, though the District may wish to provide a steeper or shallower subsidy depending on its goals and financial feasibility.

The approach to setting rents is a question of balancing competing priorities. On the one hand, the District would like to provide a sizable enough discount to market rents that it represents a meaningful benefit for attracting and retaining employees. On the other hand, as less rent is charged the project becomes more difficult to finance and fewer units can be delivered without additional capital investment from the District or another source.

In previous workforce housing projects, Brookwood Partners has worked with school districts targeting a steeper 40-45% discount to market for their employees. The District could choose to provide more or less of a discount, and the implications and feasibility of such a decision can be explored in further detail during predevelopment.

An alternative approach rental rates is to set them as a percentage of household income of the employees renting the units. For example, the District could choose to set rents at 30% of the household's gross income, a common

formula used to determine rents in other governmental housing assistance programs. The advantage of this approach is that it differentially aids lower income households who need greater levels of subsidy. However, it adds complexity to the project by making it more difficult to forecast the rental income the project will generate. It also adds administrative complexity in terms of income verification and maintaining differences in rental rates for each unit. Lastly, higher income households would likely benefit less from the project.

These and other options for how to set rents can be refined during future stages of the development process.

Operating Budgets

As previously mentioned, the amount of funds that can be borrowed through debt financing depends on the expected net cash flow that the project will produce to service the debt. The following table shows an estimated operating budget, including income and expenses, for each of the sites being considered for workforce housing.

	Meadow				
	Annex	Hill Ed	Hamilton	San Andreas	District Office
Concept Units	Example A 62	Example B 100	Example A 162	Example A 180	Option A 94
Income					
Annual Gross Potential Rent	\$1,654,061	\$3,184,188	\$4,321,901	\$5,697,115	\$2,507,770
Other Income	<u>\$194,015</u>	<u>\$312,927</u>	<u>\$506,942</u>	<u>\$563,269</u>	<u>\$294,152</u>
Total Income	\$1,848,076	\$3,497,115	\$4,828,843	\$6,260,384	\$2,801,921
Less: Vacancy	<u>-\$92,404</u>	<u>-\$174,856</u>	<u>-\$241,442</u>	<u>-\$313,019</u>	<u>-\$140,096</u>
Effective Gross Income	\$1,755,672	\$3,322,259	\$4,587,401	\$5,947,365	\$2,661,825
Expenses					
Third Party Property Mgmt	-\$244,667	-\$394,624	-\$639,290	-\$710,323	-\$370,946
Repairs & Maintenance	-\$81,763	-\$131,875	-\$213,638	-\$237,375	-\$123,963
Utilities	-\$172,947	-\$278,946	-\$451,893	-\$502,104	-\$262,210
Insurance	-\$88,745	-\$143,137	-\$231,882	-\$257,647	-\$134,549
EHC Admin	-\$8,404	-\$13,555	-\$21,960	-\$24,400	-\$12,742
Reserves	-\$82,026	-\$132,300	-\$214,326	-\$238,140	-\$124,362
Contingency	<u>-\$53,856</u>	<u>-\$111,391</u>	<u>-\$140,721</u>	<u>-\$198,869</u>	<u>-\$81,653</u>
Cash Flow Available for Debt Service	\$1,023,264	\$2,116,430	\$2,673,691	\$3,778,508	\$1,551,401
Supportable Loan Amount	\$23.7 M	\$48.9 M	\$61.8 M	\$87.4 M	\$35.9 M
Less: Total Development Costs (Average)	<u>-\$52.7 M</u>	<u>-\$98.4 M</u>	<u>-\$133.8 M</u>	<u>-\$177.2 M</u>	<u>-\$81.3 M</u>
Funding Gap	-\$29.1 M	-\$49.5 M	-\$72.0 M	-\$89.9 M	-\$45.4 M

The examples shown are three-story schemes given the likely prohibitive cost of four- and five-story options. Operating expenses are based on those of a comparable project, adjusted for project size and cost escalation over time.

The table shows the cash flow available for debt service after all operating expenses are paid. This cash flow directly determines the estimated amount of loan proceeds that can be supported shown in the table. In turn, the difference between the total cost of development and the supportable loan amount leaves a funding gap which would need to be filled by an alternative source.

Development Scenarios

This section concludes with several illustrative scenarios by which the District could pursue workforce housing development based on the findings of this feasibility study.

The following table shows a set of scenarios assuming the multifamily entitlement strategy for land sales described previously.

Workforce Housing Development Scenarios: Lower Density Multifamily Entitlement Strategy

	Scenario 1	Scenario 2	Scenario 3	Scenario 4
Description	Build as many units as possible using only as-is land sales proceeds and loans	Build as many units as possible using only entitled land sales proceeds and loans	Secure additional funds to enable ~150 units	Secure additional funds to enable ~300 units
<u>Property Uses</u>				
Meadow Annex (Option A)	Sell As-Is	Entitle/Sell	Entitle/Sell	Build
Hill Ed (Option B)	Sell As-Is	Entitle/Sell	Entitle/Sell	Build
Hamilton (Option A)	Entitle & Build +/-25 units; Sell remaining	Entitle & Build +/-43 units; Sell remaining	Build	Entitle & Build 140 units; Sell remaining
San Andreas (Option A)	Sell As-Is	Entitle/Sell	Entitle/Sell	Entitle/Sell
District Office	Hold As-Is	Hold As-Is	Hold As-Is	Hold As-Is
<u>Workforce Housing Project</u>				
Multifamily	+/- 25	+/- 43	+/- 162	+/- 272
Townhome	+/- 0	+/- 0	+/- 0	+/- 30
Total Units	+/- 25	+/- 43	+/- 162	+/- 302
Total Development Cost (2027)	\$20M to \$22M	\$34M to \$38M	\$125M to \$138M	\$248M to \$274M
Funding Gap	\$0M	\$0M	\$51M to \$56M	\$119M to \$131M
Funding Gap per Unit	\$0M	\$0M	\$0.31M to \$0.34M	\$0.39M to \$0.43M

Scenarios 1 and 2 show the number of units that can be funded and built using

only sale proceeds from unentitled and entitled land value forecasts, respectively, and estimated loan proceeds. These scenarios do not result in a funding gap needed to be filled by other sources. However, the number of units that can be built in Scenario 2 is +/- 43, far below the anticipated demand for workforce housing of 180+ units. Scenarios 3 and 4 show the cost to develop 162 and 302 workforce housing units, respectively, as well as the funding gap remaining after accounting for land sale proceeds and estimated loan proceeds. These scenarios indicate the need to identify additional sources of funds if the District should choose to pursue a workforce housing project of substantial scale to meet the potential demand. For example, a gap of \$51M to \$56M must be filled to fund a 162-unit project.

The following table shows the same scenarios except with slightly higher densities and forecasted land values for Meadow Annex and Hamilton. The number of units that can be built without a funding gap using sale proceeds from forecasted land values in Scenario 2 increases to +/- 50 units.

Workforce Housing Development Scenarios: Medium Density Multifamily Entitlement Strategy

	Scenario 1	Scenario 2	Scenario 3	Scenario 4
Description	Build as many units as possible using only as-is land sales proceeds and loans	Build as many units as possible using only entitled land sales proceeds and loans	Secure additional funds to enable ~150 units	Secure additional funds to enable ~300 units
<u>Property Uses</u>				
Meadow Annex (Option B)	Sell As-Is	Entitle/Sell	Entitle/Sell	Build
Hill Ed (Option B)	Sell As-Is	Entitle/Sell	Entitle/Sell	Build
Hamilton (Option B)	Entitle & Build +/-27 units; Sell remaining	Entitle & Build +/-50 units; Sell remaining	Build	Entitle & Build 140 units; Sell remaining
San Andreas (Option A)	Sell As-Is	Entitle/Sell	Entitle/Sell	Entitle/Sell
District Office	Hold As-Is	Hold As-Is	Hold As-Is	Hold As-Is
<u>Workforce Housing Project</u>				
Multifamily	+/- 27	+/- 50	+/- 140	+/- 272
Townhome	+/- 0	+/- 0	+/- 0	+/- 30
Total Units	+/- 27	+/- 50	+/- 140	+/- 302
Total Development Cost (2027)	\$21M to \$23M	\$39M to \$43M	\$108M to \$119M	\$248M to \$274M
Funding Gap	\$0M	\$0M	\$38M to \$42M	\$118M to \$130M
Funding Gap per Unit	\$0M	\$0M	\$0.27M to \$0.30M	\$0.39M to \$0.43M

The following table shows the same set of scenarios assuming the townhome entitlement strategy for land sales previously described.

Workforce Housing Development Scenarios: Townhome Entitlement Strategy

	Scenario 1	Scenario 2	Scenario 3	Scenario 4
Description	Build as many units as possible using only as-is land sales proceeds and loans	Build as many units as possible using only entitled land sales proceeds and loans	Secure additional funds to enable ~150 units	Secure additional funds to enable ~300 units
<u>Property Uses</u>				
Meadow Annex (Option A)	Sell As-Is	Entitle/Sell	Entitle/Sell	Build
Hill Ed (Option B)	Sell As-Is	Entitle/Sell	Entitle/Sell	Build
Hamilton (Option A)	Entitle & Build +/-41 units; Sell remaining	Entitle & Build +/-72 units; Sell remaining	Build	Entitle & Build 140 units; Sell remaining
San Andreas (Option A)	Sell As-Is	Entitle/Sell	Entitle/Sell	Entitle/Sell
District Office	Hold As-Is	Hold As-Is	Hold As-Is	Hold As-Is
<u>Workforce Housing Project</u>				
Multifamily	+/- 41	+/- 72	+/- 162	+/- 272
Townhome	+/- 0	+/- 0	+/- 0	+/- 30
Total Units	+/- 41	+/- 72	+/- 162	+/- 302
Total Development Cost (2027)	\$32M to \$36M	\$57M to \$63M	\$125M to \$138M	\$248M to \$274M
Funding Gap	\$0M	\$0M	\$40M to \$45M	\$112M to \$124M
Funding Gap per Unit	\$0M	\$0M	\$0.25M to \$0.28M	\$0.37M to \$0.41M

The table above shows that +/- 72 units can be funded and built under these assumptions in Scenario 2 without the need for additional sources beyond land sales and loans. Meanwhile, a gap of \$40M to \$45M is left to fund a 162-unit project.

The above scenarios are meant to illustrate potential paths the District may pursue to develop workforce housing and the financial implications associated with each. There are many other possible permutations of sites and funding sources that may be pursued.

Strategies For Increasing Unit Count

The project program, costs, operating expenses, and rents included in this analysis have assumed that the District's goal is to create a high-quality living environment for its employees with the goal of attracting and retaining high quality employees. Anecdotally, residents of JUHSD's workforce housing project describe how much they love living in the building and tell their friends and family to apply for employment at JUHSD to gain access to this tremendous

benefit. However, if the District is interested in strategies to increase the unit count to be closer to the target of 180+ units, there are some strategies that could be explored. Many drivers of financial feasibility are outside of the District's control, but some decisions could be made to marginally increase the unit counts. Each strategy comes with a tradeoff that would need to be evaluated:

- Program Reduction:
 - Unit Mix: Focusing on fewer bedrooms and bathrooms despite employee survey results indicating preferences for the unit mix proposed.
 - Average Unit Size: Reducing the square feet of each bedroom type.
 - Amenity Reduction: Scale back the space offered for amenities such as courtyards and lounges.
 - Parking Reduction: Further study to determine the feasibility of reducing the parking ratio at each site.
- Reduce Development Costs:
 - Select less expensive building materials, finishes, and appliances.
 - The District can request a waiver of certain development impact fees levied by the city and other jurisdictions.
 - Reduce Building Typology: There could be a small savings by moving from a three- or four-story apartment building to a two-story walk-up. The resulting project would require more land per unit delivered.
 - Some contractors promote the use of modular and prefabricated construction methodologies to save time during construction and potentially overall costs. Workforce housing development is typically less sensitive to the time value of money and the costs of equity and debt than market rate developers, so prefabricated construction is less likely to appeal to the District. However, innovation and technology in this space are constantly evolving and could be considered.
- Reduce the rental subsidy:
 - The rental rates in this analysis assume a 30% discount to market rents across the board for all residents based on bedroom count and unit size. This discount could be reduced to 25%, or perhaps 20% or lower, resulting in less benefit for each employee. Alternatively, the rent could be "means-tested" based on a

percentage of household income, which could result in more overall revenue collected while ensuring rents are technically affordable to each household.

- Reduce Operating Costs:
 - The operating costs proposed are consistent with a high-quality living experience for residents. It assumes an experienced property manager with a high level of touch and customer service to ensure satisfaction but operations could be streamlined to save costs.

Conclusion and Next Steps

Project Recommendations

The findings of this initial feasibility study indicate that the Novato Unified School District has a substantial need and demand for workforce housing, that it owns multiple properties which would be suitable for such housing, and that there exists a financially viable strategy to develop and operate housing for employees.

As detailed in the prior section, there are various scenarios the District could pursue that involve a range of project sizes and potentially require a variety of funding sources. Considering the District's needs, an understanding of the opportunities and challenges constraining each of its sites, and the availability of funding sources, Brookwood Partners recommends that the Board of Trustees consider the following path forward for each of its sites:

- Hold the District Office site as-is. Given the cost associated with relocating the District's activities, the limited capacity for housing on the site, the city's desire to retain the park site adjacent to the District Office as a park, and the likely protracted process to re-entitle the District Office site for housing given the current General Plan designation and zoning, it is not recommended that the District Office site be further considered for workforce housing at this time.
- Entitle the Hamilton site for workforce housing. The District could pursue workforce housing on the Hamilton site given the capacity of the site to accommodate a large number of units (~160-200), the site location which is relatively transit-oriented and lends itself to higher density, and the current General Plan designation and zoning which may be generally in sync with workforce housing and require a shorter approval process. Moreover, the Hamilton site has a reduced sale value today given the federal use restriction in place that constrains the site to educational program uses. The Hamilton site also has the advantage of being able to accommodate a phased approach to workforce housing development, as discussed further below.
- Entitle and sell Meadow Annex, San Andreas, and Hill Ed sites. The proceeds from selling these sites may generate as much as \$16.1M to \$26.7M after transaction costs and the cost of obtaining approvals and depending on entitlement strategy and market recovery, which can be

reinvested into the development of workforce housing. Entitling the sites for housing creates value and substantively increases the revenue the District can generate by selling the land assets.

We then recommend a two-phased strategy to develop workforce housing at Hamilton:

- Workforce Housing Phase I: The District should reinvest net land sale proceeds from Meadow Annex, San Andreas, and Hill Ed into building workforce housing at Hamilton. Combined with loans serviced by the operating income the housing will generate, the analysis indicates that +/- 43 to 72 units can be funded and built depending on the chosen entitlement strategy and market recovery. Furthermore, tax credits or other affordable housing funding sources may be a solution to increase unit count, but they come with additional restrictions on affordability and introduce additional complexity and uncertainty into the development execution.
- Workforce Housing Phase II: If additional funds become available (for example, from the successful passage of a General Obligation Bond measure or new funding made available for educator workforce housing from the state), the District may then pursue up to 110 to 130 additional units at Hamilton. This would bring the total workforce housing on site to approximately 150 to 200 units. However, if additional funds do not materialize, the District retains the option to sell the remainder of the Hamilton site that has not been developed as workforce housing at the end of the estimated eight years remaining on the federal use restriction. At this point, the full sale value of the site can be realized to the benefit of the District.

The recommended strategy described above balances the urgent need for workforce housing that the District faces today with the added objectives of maximizing the value of the District's assets and preserving optionality for how to use its assets in the future. The District may proceed with building workforce housing in the near term while "buying time" to consider whether to pursue alternative funding streams that allow for the development of more units in the future.

Next Steps and Predevelopment Analysis Activities

Brookwood Partners is ready to move forward with working with the District on predevelopment analysis as the next step in the implementation of its workforce housing goals. Key activities for this stage of the development process include:

- Site plan refinements and preliminary architectural designs
- Cost estimate & development budget refinements
- Preliminary discussions with elected officials, and continued engagement with City staff and community stakeholders
- Detailed site due diligence, including additional environmental, engineering, and traffic studies
- Further investigation of potential for alternative funding sources (e.g., Low-Income Housing Tax Credits)

Upon completion of the various predevelopment activities, we will work with the District to pursue entitlements and financing for its identified workforce housing project. Once approvals are complete and financing is secured, the project will move into implementation stages including creating construction drawings, permitting, bidding, and construction.

The example project schedule below shows the activities and estimated timelines associated with the project. The example below runs through the hypothetical Workforce Housing Phase I described above.

	2024				2025				2026				2027				2028				2029			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
INITIAL FEASIBILITY STUDY																								
Portfolio Analysis of District Properties																								
Employee Survey																								
Site Fit Plans																								
Workforce Housing Site Selection and Initial Project Feasibility																								
PRE-DEVELOPMENT																								
Site Specific Due Diligence																								
Civil Engineering Review and Traffic Engineering Studies																								
Confirmation of Access to State Access to Maintenance and Ops Warehouse																								
Review approach to Library Lease																								
Confirmation of Abrogation Agreement Terms																								
Community/Neighborhood Engagement																								
Project Conceptual Design																								
Pre-Application Submittal																								
Pre-Application City Review and Coordination																								
ENTITLEMENTS--FULL SITE PLANNING APPROVALS--PHASE 1																								
Preparation and Submittal of Planning Application																								
CEQA: Initial Study																								
City Review of Planning Application and Team Response																								
CEQA: Preparation of EIR & Board Certification																								
Project Approvals (Planning Commission and City Council Hearings)																								
PROJECT IMPLEMENTATION -- PHASE 1																								
Phase 1 Workforce Housing: Design Development Construction Documents																								
Phase 1 Workforce Housing: Permitting and Bidding																								
Phase 1 Workforce Housing: Construction Move-in																								

We look forward to the Board's input, to fielding questions that arise from this study, and to supporting the District during the project predevelopment phase for NUSD's Education Workforce Housing effort.

About Brookwood Partners

Brookwood Partners has a unique focus on strategic consulting and portfolio analysis, monetization of public real estate assets for an ongoing revenue stream, and development of workforce housing for public school districts throughout California. Our strategic advice is tempered by real world experience and guided by the practical realities of the entitlement, C.E.Q.A., and community engagement process in California.

Alan Katz and Chris White, the principals of Brookwood Partners, have been working to support school districts in best utilizing their excess property to provide housing for public school faculty and staff in California since 2018.

We have committed ourselves to utilizing our knowledge from the private sector investment and development community to support the goals of the public sector. Our team includes expertise in urban design and housing, real estate development, and financial modeling.

Throughout the feasibility process, we have worked to align our efforts with the educational mission and financial goals of NUSD to best optimize the use of the District's surplus property and underutilized real estate assets.

Visit us on the web at www.brookwood.partners.



Jefferson Union High School District
122 units of workforce housing in Daly City. Opened and leased-up Q2 2023.



Pacifica School District
70 units of workforce housing. Approved 2023.

Brookwood Partners is working to develop workforce housing for underfunded public school districts with the goal of attracting and retaining high-quality staff. Brookwood Partners brings directly applicable project experience to the challenging strategic real estate questions, portfolio optimization, and housing questions that Novato Unified School District is facing. This includes:

Strategic Advisory | Financial Analysis

- Portfolio Analysis and Asset Due Diligence
- Feasibility Studies and Zoning Analysis
- Management of Acquisitions | Dispositions | Site Redevelopment
- Financial and Economic Analysis | Financial Structuring
- Community Engagement and Representation at Public Hearings

Development Management

- Project Programming and Master Planning | RHNA Conformance
- Planning Approvals, Project Entitlements and CEQA Management
- Development Agreements and Affordable Housing Agreements
- Coordination with Public Agencies
- Project Budgeting | Value Engineering
- Phasing Strategies and Project Scheduling

Workforce Housing Start-up and Operations

- Faculty and Staff Eligibility Criteria
- Lease Term and Rates | Housing Rules and Regulations
- Leasing and Sales Management
- Asset Management and oversight of property management team



Cabrillo Unified School District
60 units of workforce housing in Half Moon Bay. Pre-application submitted 2023.




Serramonte Del Rey Neighborhood
Masterplan for more than 1,100 units of market rate and affordable housing to generate revenue for JUHSD in Daly City. Approved 2024.

Appendix

Appendix A: Feasibility Study Timeline

ATTACHMENT A

Novato Unified School District – Education Workforce Housing Feasibility Study Timeline (2024)

	March	April	May	June	July	August	September
Kick-off Meeting Initial Site Review & Due Diligence Review existing Due Diligence and Reports Review Feasibility Study Process with Leadership/Advisory-Committee							
Staff Survey & Employee Demographics Analysis Survey of Staff (Interest and Housing Types) Employee Survey Results Analysis Review/Update with Leadership/Advisory-Committee							
Preliminary Site Layout Unit Mix & Layout Site Access & Building Heights Presentation and discussion with NUSD Board Members							
Financial Analysis Housing Market & Construction Costs Board accepts the study, gives direction on a path forward							
Project Recommendations & Next Steps Portfolio Optimization & Workforce Housing Review/Update with Leadership/Advisory-Committee							

||| EWF CAC 4/15

||| EWF CAC 5/13

||| Board 6/25

||| Board 8/20

EWF CAC 9/23 |||

Appendix B: Employee Survey Detail

ATTACHMENT B1

This employee survey was administered by Brookwood Partners between March and April 2024. It was conducted as part of an Education Workforce Housing feasibility study for the Novato Unified School District.

Brookwood Partners specializes in providing strategic advisory services for Education Workforce Housing to public school districts in California. For more information, contact the firm's principals:

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Novato Unified School District: Initial Housing Needs Survey

Why this survey?

We would like to invite you to participate in an ANONYMOUS survey. The NUSD Board of Trustees is currently exploring opportunities to construct affordable housing for our District employees. Your responses to this survey will help us evaluate the level of employee interest in low-cost housing and help us determine the number and type of units to build. This survey on workforce housing is just one of several strategies being used to attract and retain exceptional and dedicated staff to work for the District.

We want to emphasize that this survey is voluntary and anonymous. However, we would like to encourage everyone to participate, as the more responses we receive, the better information the Board and our NUSD community will have to plan for the future of our schools.

We expect this survey to take about 10 minutes to complete.

Question 1: Which NUSD location do you currently work at?

- a. Hamilton
- b. Hill Education Center
- c. Loma Verde
- d. Lu Sutton

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- e. Novato Charter School
- f. Novato High School
- g. Olive
- h. Pleasant Valley
- i. Rancho
- j. San Ramon
- k. San Jose
- l. San Marin High School
- m. Sinaloa
- n. FANS/Transportation/Maintenance, Operations & Grounds
- o. District Office

Question 2: Are you a Certificated, Classified, or Management staff employee?

- a. Certificated
- b. Classified
- c. Management

Question 3: Are you a full or part-time employee?

- a. Full-time
- b. Part-time

Question 4: How many years have you worked at the District?

- a. Less than 1 year
- b. Between 1 and 5 years
- c. Between 6 and 10 years
- d. Between 11 and 15 years
- e. More than 15 years

Question 5: What is your age?

- a. 18-24
- b. 25-34
- c. 35-44
- d. 45-54
- e. 55-65+

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Question 6: Do you have access to safe, secure, and stable housing?

- a. Yes
- b. No

Question 7: Do you own or rent your current home?

- a. Own
- b. Rent
- c. Other (live with family, live with friends, etc)

Question 8: If you are renting, do you eventually plan to buy a home?

- a. No
- b. Yes, within 1-2 years
- c. Yes, within 3-5 years
- d. Yes, within 6-7 years
- e. Not applicable / I do not rent

Question 9: What type of housing do you currently live in?

- a. Single-family home
- b. Apartment
- c. Condominium
- d. Townhome
- e. Duplex
- f. Mobile Home
- g. Other

Question 10: How many years have you lived in your current residence?

[Open ended]

Question 11: Did your monthly housing costs increase in the last year?

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- a. No increase
- b. \$1-\$99
- c. \$100-\$299
- d. \$300-\$499
- e. \$500 or more

Question 12: How long do you anticipate working for NUSD?

- a. Less than 1 year
- b. 1-3 years
- c. 4-5 years
- d. More than 5 years
- e. Not sure

Question 13: Have you considered leaving your job due to housing costs?

- a. Yes
- b. No

Question 14: If low-cost housing were made available to you, would that influence your decision to continue employment at NUSD?

- a. Yes
- b. No

Question 15: How important do you think it is for the District to explore ways to attract and retain employees?

- a. Very important
- b. Important
- c. Somewhat Important
- d. Somewhat Unimportant
- e. Not important

Question 16: Knowing that the funds used to pay for housing do not come from the District's General Fund, which is used to pay salaries and benefits, would you be

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supportive of NUSD building workforce housing for employees even if you didn't expect to live there?

- a. Yes
- b. Maybe
- c. No
- d. N/A: I hope to live in workforce housing

Question 17: If the District provided affordable employee housing, would you consider living there?

- a. Definitely
- b. Likely, but I want more information
- c. Maybe
- d. Probably not

Question 18: Rank your preference of the following housing options

- a. I am satisfied with my current housing arrangements.
- b. Lower rent/mortgage payments
- c. Live closer to work
- d. A nicer home/neighborhood
- e. More square feet/rooms/parking

Question 19: How many bedrooms does your current home have? (1 Bedroom Plus is defined as a one-bedroom plus a nook of approximately 125 additional square feet that can serve as a home office or reading nook, etc.)

- a. Studio
- b. 1 Bedroom
- c. 1 Bedroom Plus
- d. 2 Bedroom
- e. 3 Bedrooms or more

Question 20: How many bedrooms do you think would be ideal for you and your family?

- a. Studio
- b. 1 Bedroom

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- c. 1 Bedroom Plus
- d. 2 Bedroom
- e. 3 Bedrooms or more

Question 21: If you could move to a higher quality apartment with lower rent than you currently pay, how many bedrooms do you think would be suitable for your household?

- a. Studio
- b. 1 Bedroom
- c. 1 Bedroom Plus
- d. 2 Bedroom
- e. 3 Bedrooms or more

Question 22: What city or town do you currently live in?

Text entry

Question 23: What is your main mode of transportation to work?

- a. Car – drive alone
- b. Carpool
- c. Public transit
- d. Walk
- e. Bike

Question 24: What is your one-way commute time to/from work?

- a. Less than a 15 minute drive
- b. Less than a 30 minute drive
- c. Less than a 1 hour drive
- d. Less than a 2 hour drive
- e. More than a 2 hours drive

Question 25: If your commute is more than 30 minutes, select up to three reasons why you do not live closer to work:

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- a. Higher housing prices
- b. Less desirable housing quality
- c. Prefer to live close to spouse's work
- d. Prefer to live near family or friends
- e. Prefer current neighborhood
- f. Prefer not to change K-12 schools for kids
- g. Limited transit options
- h. Less safe
- i. Already live near work

Question 26: How many cars do you have at home?

- a. None
- b. 1 car
- c. 2 cars
- d. 3 or more cars

Question 27: If you lived in Novato, would you or your household require fewer vehicles due to walking, biking, or carpooling to work?

- a. Yes
- b. No
- c. Maybe

Question 28: If you lived in Novato, how many cars would you or your family consider owning at the minimum?

- a. 0 cars
- b. 1 car
- c. 2 cars
- d. 3 or more cars

Question 29: How many people does your household consist of (including you, your spouse/partner, children)?

- a. 1
- b. 2
- c. 3

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- d. 4
- e. 5
- f. 6

Respondents saw a different set of answer choices in Q28 based on their household size indicated in Q29.

Question 30: What is your estimated annual household income? This includes salary, any bonuses and other sources of income. (Include you, your spouse/partner, and any children living with you. Exclude roommates who are your subtenants.)

Household Size	Answer Choices
1	<ul style="list-style-type: none">a. Less than \$36,750 per yearb. Between \$36,750 and \$61,250 per yearc. Between \$61,250 and \$98,000 per yeard. Between \$98,000 and \$147,000 per yeare. More than \$147,000 per year
2	<ul style="list-style-type: none">a. Less than \$42,000 per yearb. Between \$42,000 and \$70,000 per yearc. Between \$70,000 and \$112,000 per yeard. Between \$112,000 and \$168,000 per yeare. More than \$168,000 per year
3	<ul style="list-style-type: none">a. Less than \$47,250 per yearb. Between \$47,250 and \$78,750 per yearc. Between \$78,750 and \$126,000 per yeard. Between \$126,000 and \$189,000 per yeare. More than \$189,000 per year
4	<ul style="list-style-type: none">a. Less than \$52,500 per yearb. Between \$52,500 and \$87,500 per yearc. Between \$87,500 and \$140,000 per yeard. Between \$140,000 and \$210,000 per yeare. More than \$210,000 per year
5	<ul style="list-style-type: none">a. Less than \$56,700 per yearb. Between \$56,700 and \$94,500 per yearc. Between \$94,500 and \$151,200 per yeard. Between \$151,200 and \$226,800 per yeare. More than \$226,800 per year
6	<ul style="list-style-type: none">a. Less than \$60,900 per yearb. Between \$60,900 and \$101,500 per year

ATTACHMENT B1

	<ul style="list-style-type: none">c. Between \$101,500 and \$162,400 per yeard. Between \$162,400 and \$243,600 per yeare. More than \$243,600 per year
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Question 31: Do you have any other suggestions you would like the Board of Trustees, Administration, and the District's housing consultants to consider?

Text entry

Additional Comments from NUSD Initial Housing Needs Survey Respondents

1. Please lend assistance to those who are impoverished and in need.
2. A community garden would be great to have at the complex. Most people aren't able to grow food or flowers on small apartment patios, which is what most of us can afford. Electric car chargers would also be a good idea to consider.
3. With a housing stipend, I would consider moving with this program, but I also need to live close to the East Bay for family reasons. That being said, I can't afford anything closer to the East Bay at the moment because of my salary. I'm currently searching for part-time work in addition to my full-time position here.
4. Adjust salaries for the classified staff proportional to Marin County's cost of living and Taxes.
5. Affordable housing options for teachers would be such a wonderful benefit.
6. Affordable housing and living costs are extremely important to people's well-being and stress levels. When people are well, they perform better at their jobs. This is why affordable living costs and appropriate compensation for the county in which we work are so important.
7. Allow people to stay in the development long term. The suggested 6-7 years would not keep teachers here, which is the point.
8. Apartments are cheaper to build, but townhomes with private yard space or actual homes are better for families.
9. As a single parent, supporting a family on a NUSD teacher's salary is nearly impossible.
10. Below market-rate housing to buy
11. Better health benefits help from the district
12. Better Pay
13. Consider affordable home purchasing options for administration, teachers, and staff.
14. Consider single people trying to pay rent, and don't assume they have a partner to contribute to living costs.
15. Continue to get employee feedback. I appreciate the creativity and importance of retaining good teachers.
16. Cost of living such as electric and water bills, property taxes, internet, garbage, inflation, and so on
17. Day Care close by
18. Definitely lower rent for employees.

ATTACHMENT B2

19. Do you consider Veterans and Seniors?
20. Enter into a contract BEFORE the school year begins. I feel as though this district takes advantage of the goodwill of the teachers. Our COST OF LIVING (COLA) increases to salary are not adequate! This initiative would not be necessary if our wages met the needs of local housing costs.
21. Even if housing funds do not come from the general fund, I prefer raising employee salaries across the board.
22. Faculty holding SPED credentials or wishing to work for SPED should get priority.
23. Fire the housing consultants and pay us a wage that retains us. We make 20% less than Southern Marin and don't get a raise each year; we effectively take pay cuts due to inflation.
24. giving rent assistance to teachers
25. Good luck, and I appreciate the desire to make things easier for educators
26. Great solution to a very difficult problem.
27. Green housing for educators only would be amazing.
28. Happy employees mean no one leaves. That means we wouldn't have that many employment problems.
29. Higher salaries equivalent to other local school districts
30. Higher salary
31. Higher wage
32. Homeownership specifically is a good option for getting support. Right now, folks who don't already live in Novato cannot afford to buy a home in Novato, so they have to look for homes out in Cotati, past Santa Rosa, or way over east in Sonoma. Landed used to be an option, but they exited the market. Setting up something to get NUSD staff home-purchasing support, specifically in Novato, would be helpful. Being part of a community is hard when you live 25-50 miles away.
33. Housing is impossible in Marin for families that are not considered low-income, even for middle-income homes.
34. Housing is vital to living in Novato. Please consider providing below-market real estate for our teachers.
35. Housing is expensive. Affordable housing would be a great benefit for many teachers.
36. How much does the Director of Staff Housing make a year six figure? It seems like a lot to pay for a part-time position and/or something that might not even happen.

ATTACHMENT B2

37. I am a homeowner in Novato, so I/my family would personally be interested in workforce housing that could become available for NUSD staff members at this time. It would be a very good idea for NUSD to explore workforce housing for NUSD staff.
38. I am able to own a home and live outside of Novato with a commute due to my spouse's income. Without his salary, there would be NO WAY that I could live as a single person in Novato. I would rent. When we looked at houses three years ago, we wanted to live further south to both our workplaces, but we priced out of Novato/Marin and had to buy in Cotati. We love our house and our neighborhood, but we would move to Marin in a heartbeat if it meant we could cut out commuting over 30 minutes a day for me and 2 hours a day for him.
39. I am currently going through a divorce and am looking for a place to live. Rentals are so high.
40. I am eager to learn more information.
41. I am single in a household. I cannot afford to live solo and need to find roommates. Housing that can accommodate affordability for solo housing would be helpful. Rates for one-bedroom apartments are far too high for school district compensation.
42. I appreciate you considering this.
43. I can't think of any at this current time.
44. I disapprove of using general funds if there is a requirement of less than 8 to 10 years for teachers to live there. If we only let teachers live in low-income houses for a few years, we would be constantly training teachers who would then leave to find higher-paying jobs.
45. I do not like the idea of this housing being temporary (for five years, then the teacher has to move out). That is not a good policy if we want to retain teachers.
46. I don't want it to turn into a rough area like the affordable Hamilton housing did. It needs to be a safe place for kids.
47. No Comment
48. I find it disgusting that a majority of your staff is paid well below the poverty line, yet you expect staff to show up, be present, and be happy at work while struggling to live.
49. I hope this project will become a reality very soon and that you will give special consideration to the people who need this help.
50. I like the idea of using the property where the District Office is currently located.

ATTACHMENT B2

51. I love this idea, and it can help attract and retain highly qualified employees. However, I constantly battle the urge to leave NUSD to live in a more affordable area, as more than half of my monthly take-home pay goes to rent.
52. I love working and living in Novato, but it is becoming almost impossible to do so. I have to move out of my rented home soon and will not be able to live here anymore.
53. I only know two teachers in my department who live in Novato, and for all of us who do not, it is specifically due to the cost of living to income ratio. According to the HUD income limits, all certificated employees in the district for less than 16 years are considered low-income for Marin County. Our first-year teachers with fewer than 60 units are considered very low-income or impoverished. That just isn't right.
54. I rent in Novato because I cannot afford to buy a home. However, if rental costs increase, I cannot afford to stay in Novato and will have to move and find work that pays more - something I DO NOT want to do. I absolutely love working and living in Novato.
55. I strongly believe that we can retain and recruit valuable staff if NUSD offers affordable housing in Novato. Please give equal opportunity to Certificated and Classified staff. Most classified employees could not afford to live in the community they serve. Thank you for your efforts!
56. I suggest not paying a Director of Housing the salary of a NUSD teacher with 20+ years as it feels like a slap in the face to all teachers, especially in the position's first year. It should be a part-time position with a more reasonable salary. I understand the need to help staff with housing, but at what cost? That salary is enough to keep two newer teachers in the district!
57. I suggest that instead of spending millions on housing for a small number of people, find ways to reallocate that funding for signing bonuses for new employees or reallocate it partially towards salary increases to provide the proper pay for people to afford housing in the first place.
58. I think we as a District need to consider more ways to attract and retain staff. If this is not addressed soon, it will become an increasing problem!
59. I think if Novato employees received better compensation, which is more comparable to other Marin County districts, we could afford to live closer to work or in more desirable areas—living where you want rather than where you can afford. Also, we need to consider the aspect of privacy and quality of life; I'm not sure how I would feel seeing the same people I work with all day, every evening, walking my dogs or on the weekend,

and then again on Monday. Not that I don't love the staff I work with, but this would be a lot of potential for work issues. I personally make below 1/4 of what is considered low income. This is far below the poverty line and not a living wage for Marin County. No Comment one who works full-time should be living below the poverty line. The survey led to the assumption that large family sizes like mine would be two or more income earners, but that's not necessarily the case every time. My family is a size of 4, and one might assume it's two adults and two children, but that's not the case. I'm the only income earner as a single parent with three minors living at home.

60. I think it is extremely degrading for NUSD to offer affordable housing. Pay staff comparable salaries so that we can afford to live where we choose. I would not want to live with my colleagues or in housing supported /provided by my employer. This is insulting.
61. I think teachers should have the option of working in the district where their children attend school without taking their kids out of their community to commute a long distance with their parents. I am fortunate to work where my children attend school for now. Investing in the school community in this way is very enriching, and not being split between work and parenting school districts. It feels good to see my students in the community outside of school, and I know it is a protective factor for kids and teens to know that their grown-ups are a reliable presence. By having authentic, shared lived experiences with our students, we can engage them and make their learning more relevant. We cannot underestimate how investing in a local workforce will fortify our school and residential communities.
62. I think the biggest way to retain staff is by offering higher salaries. Workforce housing is nice, and I understand the money doesn't come from the same fund but pays us more.
63. I think the board and administration should focus on what is happening at the school sites, and the housing initiative will distract from that.
64. I think the location is important for teachers/staff to feel comfortable.
65. I think this is a fabulous opportunity for staff recruitment and retention.
66. I think this is a very important initiative. If I had not inherited property, I would not have considered purchasing it. I would definitely be interested.
67. I was fortunate to have housing available to me (for the wrong reasons, though). I am happy to see the district supporting its employees so that they can better afford to live near our schools.

ATTACHMENT B2

68. I was lucky enough to qualify for the last low-income unit in a new townhome development in Novato last year.
69. How would the district maintain the property and pay the property taxes?
70. I work five jobs to afford my housing.
71. I'm a single parent and this is definitely needed. I would love to own my own house. We need a down payment assistance program.
72. I'm not well-suited for this survey. NUSD is my retirement job after my career. I'm a para worker working three days/week. I have no mortgage, I own my cars, and I live 8 minutes away from NHS. My situation is ideal, and I have no complaints.
73. I'm one of the lucky ones who has a household with two primary wage earners. We were able to buy a bigger house this year and move my mother-in-law in with us after she could no longer live alone. My answers might skew the data.
74. I'm wondering why employees who are not interested in this housing are still required to fill out a very long form with information that is not prudent for this work. Why not give the option, in the beginning, asking if one is interested and if the answer is no, then the survey ends? It seems like a lot of work for those of us who own and are not interested—just my opinion.
75. If considering building nice living units, would appreciate having outside spacious private covered patio garden areas with each unit, along with a garage & extra storage, with built-in Washer & dryer space for single growing working couples, & single or family residents, along with extra large living spaces, with fireplaces, to grow into would be appreciated & nice to consider. Also, if possible, when building, to live there without feeling cramped, or being on top of other neighbors, sharing the same walls, and not being too close on top of other neighbors together. Plus, having plenty of visitor parking as well, so people don't fight & take up all parking spaces designated for tenants. Thank you for your consideration for a hopeful, bright, growing future and for taking care of your staff and feeling supported.
76. If people had higher salaries/wages, this might not be an issue for classified and certified staff.
77. I'm concerned about the quality of the actual build - so many cheap materials are being used to cut corners.
78. I hope the district will consider potential transportation solutions in addition to affordable housing. I would love to use the SMART train, but there aren't solutions for getting from downtown Novato to NHS in inclement weather, etc.

ATTACHMENT B2

79. This added incentive would go a long way toward attracting and retaining great employees in this high-priced housing area.
80. Incentives for people to travel if living in this town is impossible
81. Increase the cost of living in salaries or build low-rent housing that doesn't cost \$2000+ a month to live in! Everything is so expensive, we all need a break!
82. Increase salary
83. Instead of workforce housing, have they considered helping teachers with down payments similar to veteran down payment options? I can afford the payment, but the downpayment is the most difficult to come up with.
84. It would be nice to have below-market-rate housing to buy as well, and when they leave, it would have to be sold BMR to Novato teachers/staff.
85. Is there a housing stipend that could be offered instead?
86. It is very important to provide housing for our younger certificated members so they can afford to live near work.
87. It would be nice to have affordable district-offered housing for rent as well as houses or condos that could be bought.
88. It's insulting that the need for affordable housing is apparent enough to warrant funding for Housing Consultants but not enough to increase salary or even contributions to benefits. If I weren't paying close to 50% of my benefits, my net paychecks would increase enough to allow me to consider purchasing a home in the county where I work.
89. We need affordable family housing.
90. To realize that the affordable rents are farther and farther away from the school. The added cost of gas, time, traffic, convenience, and stress is the price we pay for affordable housing. Quality of life goes down when local rents are up. Focus on quality of life, especially for single men/women w/o a spousal income.
91. Low-income housing can often equate to bad neighborhoods; at least in Hamilton, that perception/reality exists. Is a gated community effective at reducing crime and increasing value? It may also be nice to restrict the new neighborhood to just teachers or teachers and nurses or teachers and other civil servants, etc. Rent control and affordable/predictable Homeowner Associations would also be important to consider.
92. Make housing accessible for all. Individuals with disabilities can't climb three floors to the primary bedroom.
93. Ensure Certificated and Classified staff salaries are commensurate with local COLA standards. Most of our staff lives outside of Marin due to

ATTACHMENT B2

housing costs and affordability unless they have a spouse who is in the private sector and supports the family.

94. Make sure that the housing provides sufficient space for a family and is designed well to enhance the Novato community. We can also retain employees who want to eventually house a family.

95. Make sure that you have housing for the classified employees, also

96. Many colleagues I know are single and renting. Giving them the option to own something on a single person's teaching salary would be wonderful.

97. Marin County has a high cost of living, and cheaper housing would allow teachers to live in the community they serve. I think this is particularly important for young teachers, as it can be hard to find affordable living accommodations close to work.

98. More information on how you would determine eligibility.

99. My in-law lives with us, so the desire for various housing options, locations, and sizes would be preferred.

100. Novato is at huge risk of losing teachers due to the low salary range compared to nearby districts, where higher salaries would open doors for better housing for many families. Housing options in Novato may offset this, but the options and offers presented in the past have offered no reasonable leases or pathways to ownership. It is degrading and insulting.

101. One issue with Employee Housing is that it doesn't seem worth moving if one can only live in housing while working for the District, even if one plans to stay for a while. If I knew I'd have to move eventually, I'd stay where I am.

102. Pay the teachers more to be able to live in Novato

103. Pay your teachers more to live in the district that they teach in,
Thank You

104. People want single-family homes, not apartments or condos, if they are going to stay local.

105. Pet ownership.

106. Please consider this.

107. Please try to find a timely solution.

108. Purchasing existing housing and making it affordable rather than sponsoring new construction to ensure the square footage and rooms offered are attractive to potential candidates.

109. Put the money to build housing towards salaries and benefits instead of these programs.

110. Raise our salaries to compete with Tam! Money, nothing else.
Money \$, no BS, pay raise or lose us.

ATTACHMENT B2

111. Rather than/in addition to workforce housing, I feel like the district should consider paying teachers a salary sufficient to live in the area where they teach. The fact that workforce housing is on the table indicates that the district knows that its teachers don't make enough money to live in Novato, and it seems like they are exploring options to continue underpaying their staff. It's a little bit insulting, to be honest.
112. Referrals/resources that can assist educators with home ownership. These could include down payment assistance, advantageous mortgage rates, etc.
113. Remember that there is support for those who don't qualify for subsidized homes due to lack of income.
114. Rent prices are the biggest issue in Marin - it's unaffordable
115. Rent-to-own housing would be a nice option.
116. School staff are paid a low wage. Making affordable housing available to school employees is a hugely important task.
117. Stipends for affordability would be a good start.
118. Support using open space for housing.
119. Teachers should be able to own a home without restrictions or caps on capital gain, etc. Aid is great, but not if it limits a person's ability to own their homes outright. A salary that reflects the work and education teachers put in should allow teachers to purchase their homes and benefit from the American dream.
120. Thank you for considering building affordable housing for us!
121. Thank you!
122. The board could consider supplementing current housing costs for teachers with a housing stipend that could be applied to their current rent/mortgage. This would allow them to stay where they are while using the same earmarked funds for teacher workforce housing.
123. Due to public perception, the first attempt at workforce housing in this community will likely determine whether a subsequent development will be feasible. We should be very careful in our planning and rollout so that the first attempt is successful.
124. The other is being housed with only educators/employees. There are positives, but would parts of housing developments be Section 8, for example? One building dedicated to educators? Random housing as it becomes available?
125. The teachers who can afford to live in Marin have a husband with the primary income, or their parents have helped them get a house. (family money)

ATTACHMENT B2

126. The traffic is so bad going south. I work at Hamilton and live near Olive School. There have been many mornings when I wish I taught at a school across town or north. I would suggest building housing in southern Novato.
127. The young people coming into Novato and living on a teacher's salary can't make it here in the housing market.
128. These homes should be accessible to all employees. They should be for sale so teachers can build equity. After a reasonable time, they should have to post for sale to give other teachers the opportunity. These homes should be available to retirees.
129. These surveys typically discuss apartments. Apartments are typically not why NUSD employee families live out of the area. Many of us simply need more space than that. My husband works with a lot of tools. We could not consider an apartment/townhouse/condo without a 2-car garage. It's complicated, and I encourage the district to explore various housing styles to meet various needs.
130. Think of employees being able to work, be housed, have food, medical, be able to take care of themselves so that they can be the best at their job and that will create a supportive, high functioning community that can grow over time and continue to do well.
131. This is a great idea. Thank you for exploring it.
132. This is a great way to retain young, qualified staff. Keep working toward this goal; it will set NUSD apart from other districts in Marin.
133. This is a waste of time and money. Put this money into the students of Novato.
134. This would keep me in the district longer.
135. Time is of the essence! I want to stay here forever, but as a newer teacher, I cannot afford to live in Marin and may have to seek work elsewhere solely because of that.
136. Also, consider people who already own a place in Novato to be part of this opportunity since, in my case, I would love to have more space for my family because the condominium where we live is very tiny, but we can't afford to buy something bigger.
137. Transportation for employees.
138. Using the Hamilton properties
139. We are a young family simply surviving. We want our kids to thrive, but rent prices are making that very difficult. The idea of living in low-income housing might make it possible to save so that we can give our kids the life they deserve instead of struggling all the time.

ATTACHMENT B2

140. We have many parents, including single parents like myself, who would benefit from living in larger, affordable homes close to each other and our places of employment. Also, we would like to remain in this community as homeowners, not renters.
141. Well, I am not the audience for this, but I wouldn't want to live with a bunch of teachers. I like boundaries between work and private life. It would make me feel like I was living in the dorms. Housing assistance money might be a better choice or a preferred choice.
142. What credit score will be required to apply? Would you consider families who lost their first home during the 2008 recession?
143. When thinking about housing for our young new teachers, please consider that they may need to move from a one—or two-bedroom apartment to a larger one if they marry and have children. How is the ability to build equity or move up established?
144. While housing prices are absolutely an issue, I think teacher salaries are often more of a factor in why teachers leave. I know teachers who live in Sonoma County who take jobs in San Rafael (or further south) because those districts pay more. Based on my preferences, if I had to choose, I would likely choose to work further away over living near a ton of my coworkers, which could potentially make work-life balance even more difficult. That said, I also recognize that I'm fortunate enough to live in a place with a reasonable mortgage and am not in the same situation as many others.
145. Why build the houses ourselves rather than organize teacher housing in an existing complex or, better still, supplement teacher housing income. That way, we won't end up with a teacher ghetto or a huge upkeep issue.
146. I am actively looking for other jobs closer to my home.
147. Thank you for looking into providing this potential opportunity. Although I am not personally interested, I would support this much-needed cause.
148. Thank you
149. This would be very nice.
150. Communal gardens, rec centers, a shared kitchen for events, and outdoor entertaining areas for gatherings would be nice ways to build and foster a sense of belonging and community.
151. Thanks for considering helping staff with affordable housing.
152. I would like the possibility of having our own houses so we can enjoy them in our old age and, in this way, leave them as our inheritance.

ATTACHMENT B2

153. Buying a house or apartment at reasonable prices would be a good option for all the district workers.
154. Proximity to convenience, i.e., supermarket, park, shopping, dining, electric car charge, community involvement.
155. Good luck think it is a great opportunity for staff.
156. Make this plan to help all families in the district
157. It is very important to have accessible housing.
158. Every family's concern is to live in a dignified place that makes them happier and makes them work better; the project must come true.
159. Thanks for taking care of this.
160. Does the district currently have any type of housing benefit?
161. I wish that those of us who already have a small condo would give us the opportunity to apply for a slightly larger home so that our children would have their privacy and their own space. Thank you.
162. Ensure that employees who truly need a home and who do not qualify due to low income are considered. Thank you

Appendix C: Title Reports

Order No.
2202073482-PL

Ref No.
Hamilton Elementary

Guarantee No.
A04039-CTG-179173

CONDITION OF TITLE GUARANTEE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY


GUARANTEES

the Assured named in Schedule A of this Guarantee against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A:


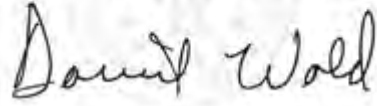
Dated: June 26th, 2023 at 7:30:00 AM

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By 

Validating Officer

By  President
Attest  Secretary

Schedule A

Order No.	2202073482-PL
Ref. No.	Hamilton Elementary
Guarantee No.	A04039-CTG-179173
Liability	\$ 2,500.00
Date of Guarantee	June 26th, 2023 at 7:30:00 AM
Fee	\$ 2,400.00

1. Name of Assured:

Novato Unified School District

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee

3. The Land referred to in this Guarantee is situated in the County of Marin, City of Novato, State of California, and is described as follows:

Beginning at the Northeast corner of the land conveyed to the San Jose School District of Marin County by Quitclaim Deed recorded March 15, 1951 in [Book 684, Page 135](#) of Official Records, thence:

1. North 74° 41' 15" West along the Northerly line of land conveyed to said District, 341.14 feet (North 77° 42' West 334.00 feet, Deed) to a point on the Easterly line of the area which is to be made available to the Division of Highways, State of California for road purposes (freeway); thence
2. North 5° 51' 03" East, along the Easterly line of said area, 795.67 feet; thence
3. On a curve to the left with a radius of 3051.00 feet, through an angle of 2° 53' 07" East, for a distance of 153.64 feet; thence
4. North 2° 57' 06" East 125.71 feet; thence leaving said area
5. South 81° 57' East 184.93 feet; thence
6. South 64° 22' East 263.17 feet; thence
7. South 73° 38' East 313.27 feet; thence
8. South 22° 02' 03" West 51.65 feet; thence
9. South 5° 52' 12" East 101.32 feet; thence
10. South 22° 05' 15" West 163.48 feet; thence
11. North 88° 57' 19" West 120.11 feet; thence
12. South 2° 49' 46" West 96.26 feet; thence
13. South 22° 23' 07" West 270.90 feet; thence

14. South 19° 01' 00" East 72.48 feet to a point on an Easterly Boundary of Hamilton Air Force Base; thence along said Easterly Boundary the following courses and distances:
15. South 83° 35' West 74.42 feet (South 83° 32' 30" West 74.42 feet, Deed); thence
16. South 56° 23' West 45.32 feet (South 56° 20' 30" West 45.32 feet, Deed); thence
17. South 29° 57' West 177.89 feet (South 29° 54' 30" West 177.89 feet, Deed); thence
18. South 20° 56' West 54.22 feet (South 20° 53' 00" West 35.00 feet, Deed)

APN: 157-180-23

4. Assurances:

According to the Public Records as of the Date of Guarantee,

- a. Title to the estate or interest in the Land is vested in:

Novato Unified School District acting by and through the Board of Governors of the Novato Unified School District, a political subdivision of the State of California

- b. Title to the estate or interest is subject to defects, liens or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

Schedule B

Order No.	2202073482-PL
Ref. No.	Hamilton Elementary
Guarantee No.	A04039-CTG-179173
Liability	\$ 2,500.00
Date of Guarantee	June 26th, 2023 at 7:30:00 AM
Fee	\$ 2,400.00

1. Taxes and assessments, general and special, for the fiscal year 2023 - 2024, a lien, but not yet due or payable.
2. Taxes and assessments, general and special, are currently not assessed because of a statutory exemption. Should the statutory exemption change, taxes may be levied against the land.
3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of Nave Drive.
6. Terms and provisions as contained in an instrument,

Entitled : Final Judgment in Partition
Executed By : Superior Court of the County of Marin
Recorded : [December 28, 1915 in Book 175 of Deeds, Page 68](#)

Which, among other things, provides: Water rights

And as modified by instrument, recorded [September 13, 1957 in Book 1140 of Official Records, Page 572](#)

7. Terms and provisions as contained in an instrument,

Entitled : Hamilton Field, California - Metes and Bounds
Executed By : United States War Department
Recorded : [April 24, 1939 in Book 379 of Official Records, Page 286](#)

Which, among other things, provides: Right of way easements

8. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : The Pacific Telephone and Telegraph Company
For : 5 foot right of way for underground wires, cables and other electrical conductors
Recorded : [February 28, 1942 in Book 426 of Official Records, Page 24](#)
Affects : The exact location of said easement is not defined of record

Terms and conditions contained in the Grant above referred to.

9. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Marin Municipal Water District
For : Water pipeline
Recorded : [April 22, 1960 in Book 1361 of Official Records, Page 537](#)
Affects : As described therein

And as modified by instrument, dated October 16, 2002, recorded [November 21, 2007 in Official Records under Recorder's Serial Number 2007-0066510](#)

And as modified by instrument, dated November 22, 2013, recorded [November 25, 2013 in Official Records under Recorder's Serial Number 2013-0071907](#)

10. Terms and provisions as contained in an instrument,

Entitled : Permit
Executed By : Secretary of the United States Army and Novato Sanitary District
Recorded : [July 9, 1971 in Book 2480 of Official Records, Page 530](#)

Which, among other things, provides: Public works

11. Conditions contained and/or referred to in an instrument,

Entitled : Retrocession of Exclusive Jurisdiction
By : State Lands Commission
Recorded : [October 3, 1974 in Book 2835 of Official Records, Page 667](#)
Which Among Other
Things Provides : Leaving Hamilton Air Force Base in a proprietary status

Terms and conditions contained in the Grant above referred to.

And as modified by instrument, recorded [July 30, 1984 in Official Records under Recorder's Serial Number 84-036527](#)

12. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Reserved By : The United States of America
For : 30 foot road
Recorded : [July 24, 1984 in Official Records under Recorder's Serial Number 84035376](#)
Affects : The exact location of said easements are not defined of record

Terms and conditions contained in the Grant above referred to.

13. Any rights, easements, interests or claims which may exist or arise by reason of or reflected by the facts shown on that certain Record of Survey filed [March 18, 1997 in Book 36 of Surveys, Page 11.](#)

14. Agreement for : Purchase of Sanitary Sewer Line
Executed By : United States of America
and Between : Novato Sanitary District

On the terms, covenants and conditions contained therein,

Recorded : [March 19, 2002 in Official Records under Recorder's Serial Number 2002-0021627](#)

15. Any rights, easements, interest or claims which may exist or arise by reason of or reflected by the facts shown on that certain Map filed July 22, 2002 in [Book 2002 of Maps, Page 134.](#)

16. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Easement
Granted To : North Marin Water District
For : Transmission and distribution of water
Recorded : [August 5, 2013 in Official Records under Recorder's Serial Number 2013-0052420](#)
Affects : As described therein

17. A financing statement recorded in the office of the County Recorder, showing

Debtor : Novato Unified School District
Secured Party : Tesla, Inc.
Recorded : [March 1, 2023 in Official Records under Recorder's Serial Number 2023-0004018](#)
Property Covered : As described therein
Returned to Address : 801 Adlai Stevenson Drive
Springfield, IL 62703-4261

NOTE: Vesting Deed(s)

Quitclaim Deed executed by United States of America, acting through the Secretary of Education, by the Secretary's Regional Representative for Region IX of the United States Department of Education, under and pursuant to the power and authority provided by the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended (hereinafter called the Act), and Regulations promulgated pursuant thereto to Novato Unified School District recorded [July 24, 1984 in Official Records under Recorder's Serial Number 84-035376](#).

EXCLUSIONS FROM COVERAGE (Revised 06-05-14)

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records
 - (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or
 - (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or,
 - (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims;
 - (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof;
 - (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount as stated in Schedule A.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

An Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4(b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

GUARANTEE CONDITIONS (Continuation)

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

(b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company

up to the time of payment or tender of payment and that the Company is obligated to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. LIMITATION OF LIABILITY

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. PAYMENT OF LOSS

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

GUARANTEE CONDITIONS (Continuation)

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. ARBITRATION

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

13. SEVERABILITY

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. CHOICE OF LAW; FORUM

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or to its Home Office at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, (612) 371-1111.

Order No.
2202073483-PL

Ref No.
Hill Education Center

Guarantee No.
A04039-CTG-179170

CONDITION OF TITLE GUARANTEE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

GUARANTEES

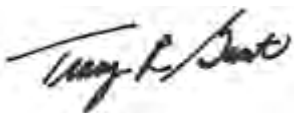
the Assured named in Schedule A of this Guarantee against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A:

Dated: June 22nd, 2023 at 8:00:00 AM

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111


Countersigned:

By



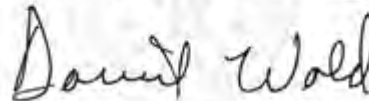
Validating Officer

By



President

Attest



Secretary

Schedule A

Order No.	2202073483-PL
Ref. No.	Hill Education Center
Guarantee No.	A04039-CTG-179170
Liability	\$ 1,300.00
Date of Guarantee	June 22nd, 2023 at 8:00:00 AM
Fee	\$ 1,200.00

1. Name of Assured:

Novato Unified School District

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee

3. The Land referred to in this Guarantee is situated in the County of Marin, City of Novato, State of California, and is described as follows:

Parcel 1, as shown upon the Parcel Map of the Lands of Novato Unified School District, filed for record February 7, 1986, in [Book 23 of Parcel Maps, at Page 10](#), Marin County Recorder's office.

[APN: 140-281-06](#)

4. Assurances:

According to the Public Records as of the Date of Guarantee,

a. Title to the estate or interest in the Land is vested in:

Novato Union School District, a political subdivision

b. Title to the estate or interest is subject to defects, liens or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

Schedule B

Order No.	2202073483-PL
Ref. No.	Hill Education Center
Guarantee No.	A04039-CTG-179170
Liability	\$ 1,300.00
Date of Guarantee	June 22nd, 2023 at 8:00:00 AM
Fee	\$ 1,200.00

1. Taxes and assessments, general and special, for the fiscal year 2023 - 2024, a lien, but not yet due or payable.
2. Taxes and assessments, general and special, are currently not assessed because of a statutory exemption. Should the statutory exemption change, taxes may be levied against the land.
3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.
4. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Reserved By : Fannie M. Baccaglio, Pio G. Baccaglio, Egidio Baccaglio, Frank Baccaglio, Edna Baccaglio Kriel formerly Edna Baccaglio and Anita Baccaglio Johnson formerly Anita Baccaglio
For : Sanitary sewer and other utilities
Dated : April 16, 1952
Recorded : [December 8, 1952 in Book 779 of Official Records, Page 68](#)
Affects : The Northeasterly 10 feet.

NOTE: No representation is made to the present ownership of said easement or matters affecting the rights or interests thereto.

5. Any rights, easements, interests or claims which may exist or arise by reason of or reflected by the facts shown on that certain Record of Survey filed [October 21, 1969 in Book 8 of Official Records, Page 81](#).
6. Purchase Agreement for Hill Junior High School, dated September 27, 1983, by and between the City of Novato and the Novato Unified School District, recorded [October 27, 1983, under Recorder's Serial Number 83054460](#), Official Records.

Upon the terms and conditions contained therein.

7. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the filed map.

For : Public Utility Easement
Affects : Northwesterly 10 feet.

For : Drainage Easement
Affects : The Southeasterly boundary as depicted on said map.

For : Waiver of Vehicular Access
Affects : A portion of the Northwesterly boundary and a portion of the Southwesterly boundary, as depicted on said map.

NOTE: No representation is made to the present ownership of said easement or matters affecting the rights or interests thereto.

A portion of the Vehicular Non-Access area was vacated by the City Council of the City of Novato by Resolution recorded [September 28, 1990, under Recorder's Serial Number 90-57222](#), Official Records.

8. Terms and provisions as contained in an instrument,

Entitled : Improvement Agreement
Executed By : The City of Novato and the Novato Unified School District
Dated : December 17, 1985
Recorded : [February 7, 1986 in Official Records under Recorder's Serial Number 86-007103](#)

9. Lease upon the terms, covenants, and conditions contained therein,

Lessor : Novato Unified School District
Lessee : California School Boards Association Finance Corporation
Dated : May 1, 1991
Recorded : [May 22, 1991 in Official Records under Recorder's Serial Number 91-30811](#)

Affects a portion of the Property.

10. Lease upon the terms, covenants, and conditions contained therein,

Lessor : Novato Unified School District
Lessee : California School Boards Association Finance Corporation
Dated : May 1, 1991
Recorded : [May 22, 1991 in Official Records under Recorder's Serial Number 91-30812](#)

Affects a portion of said Property.

And as assigned by instrument, dated May 1, 1991, recorded [May 22, 1991 in Official Records under Recorder's Serial Number 91-30813](#), by California School Boards Association Finance Corporation, assignor, to State Street Bank and Trust Company of California, N.A., assignee.

EXCLUSIONS FROM COVERAGE (Revised 06-05-14)

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records
 - (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or
 - (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or,
 - (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims;
 - (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof;
 - (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount as stated in Schedule A.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

An Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4(b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

GUARANTEE CONDITIONS (Continuation)

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

(b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company

up to the time of payment or tender of payment and that the Company is obligated to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. LIMITATION OF LIABILITY

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. PAYMENT OF LOSS

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

GUARANTEE CONDITIONS (Continuation)

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. ARBITRATION

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

13. SEVERABILITY

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. CHOICE OF LAW; FORUM

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or to its Home Office at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, (612) 371-1111.

Order No.
2202075010-PL

Ref No.
115242

Guarantee No.
A04039-CTG-180683

CONDITION OF TITLE GUARANTEE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

GUARANTEES

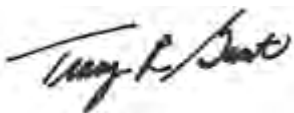
the Assured named in Schedule A of this Guarantee against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A:

Dated: May 1st, 2024 at 7:30:00 AM

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By



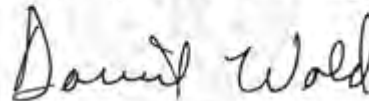
Validating Officer

By



President

Attest



Secretary

Schedule A

Order No.	2202075010-PL
Ref. No.	115242
Guarantee No.	A04039-CTG-180683
Liability	\$ 1,300.00
Date of Guarantee	May 1st, 2024 at 7:30:00 AM
Fee	\$ 1,200.00

1. Name of Assured:

Novato Unified School District

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee as to Parcel(s) One, Two and Three and an Easement as to Parcel(s) Four

3. The Land referred to in this Guarantee is situated in the County of Marin, City of Novato, State of California, and is described as follows:

PARCEL ONE:

Beginning at a point on the Easterly line of Parcel 'E', as shown on that certain Map entitled, "Map of Lanham Village", filed for record July 19, 1983 in [Volume 18 of Maps, at Page 90](#), Marin County Records; said point being North 04° 54' 16" East 139.09 feet from the Southerly terminus of the line described as "North 04° 54' 16" East 462.75 feet" on said Map; thence leaving said Easterly line of Parcel 'E', North 04° 54' 16" East, 323.66 feet; thence continuing along said Easterly line of Parcel "E" North 03° 55' 16" East, 197.63 feet; thence North 83° 15' 00" West, 81.15 feet; thence North 06° 45' 00" East, 323.84 feet to the Southerly line of State Access Road as shown on the "Parcel Map of Hamilton Field Phase Two Stage One", filed August 20, 1997, in [Book 26 of Parcel Maps, at Page 39](#), Marin County Records; thence leaving said Easterly line of Parcel "E", and along said Southerly line of State Access Road, South 84° 51' 44" East, 393.48 feet; thence leaving said Southerly line of State Access Road, in a Southerly direction, along a curve to the right, whose radius point bears South 45° 21' 13" West, a distance of 1,837.72 feet, through a central angle of 02° 41' 13", an arc length of 86.18 feet; thence along a compound curve having a radius of 182.50 feet, through a central angle of 48° 23' 37", an arc length of 154.14 feet; thence South 06° 26' 03" West, 489.88 feet; thence South 83° 33' 57" East, 25.00 feet to the Northwest corner of the Parcel conveyed to Novato Unified School District (N.U.S.D.) by Quit Claim Deed recorded May 30, 2002, in [Document Number 2002-046176](#), Marin County Records; thence along the Westerly line of said N.U.S.D. Parcel, South 06° 26' 03" West, 426.00 feet; thence continuing along said Westerly line, along a curve to the right, tangent to the proceeding course, having a radius of 225.00 feet, through a central angle of 19° 25' 05", an arc length of 76.26 feet; thence along a reverse curve having a radius of 20.00 feet, through a central angle of 88° 22' 28", an arc length of 30.85 feet to the Northerly line of Main Gate Road, as shown on the "Map of Hamilton Field", filed December 18, 1995 in [Book 21 of Maps, at Page 45](#), Marin County Records; thence leaving said Westerly line of N.U.S.D., and along said Northerly line of Main Gate Road in a Westerly direction along a curve to the left, whose radius point bears South 27° 28' 40" West, 1648.77 feet, through a central angle 01° 32' 43", an arc length of 44.47 feet; thence leaving said Northerly line of Main Gate Road, North 25° 55' 57" East, 19.05 feet; thence along a curve to the left, tangent to the preceding course, having a radius of 200.00 feet, through a central angle of 19° 29' 54", an arc length of 68.06 feet; thence North 06° 26' 03" East, 254.80 feet; thence North 83° 41' 05" West, 423.78 feet to the point of beginning.

APN: 157-980-07

PARCEL TWO:

Beginning at the Northwest corner of the Parcel granted to Novato Unified School District (N.U.S.D.) by Quit Claim Deed, recorded May 30, 2002, in [Document No. 2002-046176](#), Marin County Records:

Thence leaving said line of N.U.S.D., North 83° 33' 57" West, 25.00 feet;

Thence North 06° 26' 03" East, 489.94 feet;

Thence along a curve to the left, tangent to the proceeding course, having a radius of 182.50 feet, through a central angle of 48° 23' 37", an arc length of 154.14 feet;

Thence along a compound curve having a radius of 1837.72 feet, through a central angle of 02° 41' 13", an arc length of 86.18 feet to the Southerly line of State Access Road, as shown on the "Parcel Map of Hamilton Field Phase Two Stage One", filed August 20, 1997, in [Book 26 of Parcel Maps, at Page 39](#), Marin County Records;

Thence along said Southerly line of State Access Road, South 84° 51' 44" East, 34.09 feet to the Southwesterly line of the Parcel granted to the Golden Gate Bridge Highway and Transportation District (GGBH&TD) by Deed, recorded June 29, 1990, in [Document No. 90-038197](#), Marin County Records;

Thence along said Southwesterly line of GGBH&TD, in a Southerly direction, along a curve to the right, whose radius point bears South 46° 09' 20" West, 1,859.91 feet, through a central angle of 16° 24' 04", an arc length of 532.41 feet;

Thence along a compound curve, having a radius of 2,241.88 feet, through a central angle of 00° 45' 00", an arc length of 29.35 feet;

Thence along a compound curve, having a radius of 2,814.84 feet, through a central angle of 00° 36' 00", an arc length of 29.48 feet;

Thence along a compound curve, having a radius of 3,769.74 feet, through a central angle of 00° 27' 00", an arc length of 29.61 feet;

Thence along a compound curve, having a radius of 5,679.61 feet, through a central angle of 00° 18' 00", an arc length of 29.74 feet;

Thence along a compound curve, having a radius of 11,409.17 feet, through a central angle of 00° 09' 00", an arc length of 29.87 feet;

Thence South 25° 11' 36" East, 40.07 feet to the Northeast corner of the aforementioned N.U.S.D. Parcel (Doc. No. 2002-046176);

Thence leaving said Southwesterly line of GGBH&TD Parcel, and along the Northerly line of said N.U.S.D. Parcel, North 83° 33' 57" West, 128.01 feet;

Thence South 06° 26' 03" West, 130.00 feet;

Thence North 83° 33' 57" West, 210.00 feet to the Point of Beginning.

APN: 157-980-08

PARCEL THREE:

BEGINNING at the intersection of the Northerly line of Parcel "B" as shown on the Map of Hamilton Field, recorded December 18, 1995 in [Book 21 of Maps at Page 45](#), Marin County Records, with the Westerly line of the parcel described in Grant Deed to the Golden Gate Bridge Highway and Transportation District, recorded June 29, 1990 in [Document No. 90-038197](#), Marin County Records;

Thence leaving said Westerly line of Golden Gate Bridge Highway and Transportation District, and along the Northerly line of said Parcel "B", South 75° 33' 58" West, 236.37 feet;

Thence along a curve to the right tangent to the preceding course, having a radius of 360.00 feet, through a central angle of 42° 18' 00", an arc length of 265.78 feet;

Thence North 62° 08' 02" West, 288.43 feet;

Thence along a curve to the left tangent to the preceding course, having a radius of 1,648.77 feet, through a central angle of 00° 23' 18", an arc length of 11.18 feet;

Thence leaving said Northerly line of Parcel "B", and along a reverse curve having a radius of 20.00 feet, through a central angle of 88° 22' 28", an arc length of 30.85 feet;

Thence along a reverse curve having a radius of 225.00 feet, through a central angle of 19°25'05", an arc length of 76.26 feet;

Thence North 06° 26' 03" East, 426.00 feet;

Thence South 83° 33' 57" East, 210.00 feet;

Thence North 06°26'03" East, 130.00 feet;

Thence South 83° 33' 57" East, 128.02 feet to the Westerly line of said Golden Gate Bridge Highway and Transportation District Parcel;

Thence along said Westerly line, South 25° 11' 36" East, 801.72 feet to the Point of Beginning.

EXCEPTING FROM PARCEL THREE:

The parcel of land as described in that certain Quitclaim Deed to North Bay Children's Center recorded March 10, 2005, [Series No. 2005-0016628](#) Marin County Records.

APN: 157-980-04

PARCEL FOUR:

A non-exclusive easement for ingress, egress and parking purposes appurtenant to Parcels Two and Three above as contained in that certain Reciprocal Access and Shared Parking Agreement, recorded March 14, 2012, [Series No. 2012-0016188](#), Marin County Records.

4. Assurances:

According to the Public Records as of the Date of Guarantee,

- a. Title to the estate or interest in the Land is vested in:

Novato Unified School District, a school district duly organized and existing under the laws of the State of California, as to Parcels One and Two; and Novato Unified School District, a tax supported public school district of the State of California, as to Parcel Three

- b. Title to the estate or interest is subject to defects, liens or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

Schedule B

Order No.	2202075010-PL
Ref. No.	115242
Guarantee No.	A04039-CTG-180683
Liability	\$ 1,300.00
Date of Guarantee	May 1st, 2024 at 7:30:00 AM
Fee	\$ 1,200.00

1. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, a lien, but not yet due or payable.
2. Taxes and assessments, general and special, are currently not assessed because of a statutory exemption. Should the statutory exemption change, taxes may be levied against the land.
3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

4. The herein described property lying within the proposed boundaries of a Community Facilities District, as follows:

District No	:	2014-1
For	:	Clean Energy
Disclosed By	:	Assessment Map
Recorded	:	August 28, 2015 in Book 2015 of Official Records, Page 124

Further information may be obtained by contacting:
Golden State Finance Authority

5. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of C Street.
6. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument	:	Easement
Granted To	:	Sanitary District No. 6 of Marin County
For	:	Sanitary Sewer purposes, 10 feet wide
Recorded	:	March 10, 1959 in Book 1261 of Official Records, Page 264
Affects	:	Southwesterly portion of Parcel One

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

7. Redevelopment Plan, as follows:

Entitled : Hamilton Airfield Redevelopment Project Area
Executed By : City of Novato
Recorded : [December 29, 1988 in Official Records under Recorder's Serial Number 88-74476](#)

Amended Redevelopment Plan, as follows:

Entitled : Revised Statement of Institution of Proceedings of Redevelopment
By : Novato Redevelopment Agency
Recorded : [December 3, 2007 in Official Records under Recorder's Serial Number 2007-0067987](#)

And any amendments thereto.

8. Terms and provisions as contained in an instrument,

Entitled : Quitclaim Deed and Environmental Restriction
Executed By : United States of America, acting through the Secretary of Education, and Novato Unified School District, a tax supported public school district of the State of California
Dated : April 7, 2002
Recorded : [May 30, 2002 in Official Records under Recorder's Serial Number 2002-0046176](#)
Returned to Address : 2550 Via Tejon, Rm. 3a
Palos Verdes, CA 92074

Said matters affect Parcel Three

Note: Reference is made to said instrument for full particulars.

9. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Easement
Granted To : North Marin Water District
For : A pipe or pipes and all
Recorded : [January 31, 2003 in Official Records under Recorder's Serial Number 2003-0011616](#)
Affects : Portion of Parcel Three

10. Matters as contained or referred to in an instrument,

Entitled : Quitclaim Deed
Executed By : Novato Unified School District
Dated : January 20, 2005
Recorded : [March 10, 2005 in Official Records under Recorder's Serial Number 2005-0016628](#)

Said matters affect Parcel Three

11. Agreement for : Abrogation and Consent to Transfer
Executed By : United States of America, acting through the Secretary of Education
and Between : Novato Unified School District

On the terms, covenants and conditions contained therein,

Dated : December 22, 2004
Recorded : [March 10, 2005 in Official Records under Recorder's Serial Number 2005-0016630](#)

Said matters affect Parcel Three

12. Any rights, easements, interests or claims which may exist or arise by reason of or reflected by the facts shown on that certain Record of Survey filed [July 24, 2007 in Book 2007 of Surveys, Page 136](#).

13. Terms and provisions as contained in an instrument,

Entitled : Covenant to Restrict Use of Property and Environmental Restriction for Parcel 26 and portions of Parcels 17, 20, and 30 (aka "Exchange Triangle Parcel 1b"), at Department of Defense Housing Facility, Novato
Executed By : United States of America, acting by and through the Department of the Navy
Recorded : [March 13, 2009 in Official Records under Recorder's Serial Number 2009-0012581](#)

Said matters affect Parcel Two

Note: Reference is made to said instrument for full particulars.

14. Any consequences of the presence of harmful substances or dangerous material, as a health or safety hazard, or otherwise, or the fact that some violation of the environmental protection laws may have occurred which may affect said land as disclosed by an instrument,

Entitled : Quitclaim Deed and Environmental Restriction
Recorded : [March 23, 2009 in Official Records under Recorder's Serial Number 2009-0014323](#)
Return to Address : 1015 Seventh Avenue, Novato, CA 94949

Said matters affect Parcel One

Upon the terms and conditions contained therein.

Said matters affect Parcel Two

15. Matters as contained or referred to in an instrument,

Entitled : Covenant to Restrict use of Property and Environmental Restriction for Parcels 16, 18, 19, 21, 22, 23, 24, 25 and Portions of Parcels 17, 28, 29 and 30 (aka "Exchange Triangle Parcel 1A") at Department of Defense Housing Facility, Novato
Recorded : [November 18, 2011 in Official Records under Recorder's Serial Number 2011-0059629](#)

Said matters affect Parcel One

16. Any consequences of the presence of harmful substances or dangerous material, as a health or safety hazard, or otherwise, or the fact that some violation of the environmental protection laws may have occurred which may affect said land as disclosed by an instrument,

Entitled : Quitclaim Deed and Environmental Restriction
Recorded : [March 23, 2009 in Official Records under Recorder's Serial Number 2009-0014323](#)

Return to
Address : 1015 Seventh Avenue, Novato, CA 94949

Upon the terms and conditions contained therein.

Said matters affect Parcel One

17. Agreement for : Reciprocal Access and Shared Parking
Executed By : Novato Unified School District
and Between : North Bay Children's Center

On the terms, covenants and conditions contained therein,

Dated : February 7, 2011
Recorded : [March 14, 2012 in Official Records under Recorder's Serial Number 2012-0016188](#)

18. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the above mentioned Agreement

For : Ingress, egress and Parking
Affects : A portion of said land

19. Any rights, easements, interests or claims which may exist or arise by reason of or reflected by the facts shown on that certain Record of Survey filed [December 31, 2020 in Book 2020 of Surveys, Page 309](#).

20. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Easement
Granted To : Novato Sanitary District, a public corporation
For : Sanitary Sewer
Dated : October 21, 2022
Recorded : [December 6, 2022 in Official Records under Recorder's Serial Number 2022-0039416](#)
Affects : A portion of Parcel One, as described therein

And recorded [December 6, 2022 in Official Records under Recorder's Serial Number 2022-0039417](#).

21. NOTE: Vesting Deed(s)

Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code 1471 executed by United States of America, acting by and through the Secretary of Education to Novato Unified School District, a school district duly organized and existing under the laws of the State of California recorded [February 17, 2012 in Official Records under Recorder's Serial Number 2012-0010419](#).

Said matters affect Parcel One

Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code 1471 executed by United States of America, acting by and through the Secretary of Education to Novato Unified School District, a school district duly organized and existing under the laws of the State of California recorded [March 23, 2009 in Official Records under Recorder's Serial Number 2009-0014323](#).

Said matters affect Parcel Two

Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code 1471 executed by United States of America, acting by and through the Secretary of Education to Novato Unified School District, tax supported public school district of the State of California recorded [May 30, 2002 in Official Records under Recorder's Serial Number 2002-0046176](#).

Said matters affect Parcel Three

EXCLUSIONS FROM COVERAGE (Revised 06-05-14)

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records
 - (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or
 - (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or,
 - (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims;
 - (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof;
 - (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount as stated in Schedule A.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

An Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4(b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

GUARANTEE CONDITIONS (Continuation)

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

(b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company

up to the time of payment or tender of payment and that the Company is obligated to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. LIMITATION OF LIABILITY

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. PAYMENT OF LOSS

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

GUARANTEE CONDITIONS (Continuation)

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. ARBITRATION

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

13. SEVERABILITY

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. CHOICE OF LAW; FORUM

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or to its Home Office at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, (612) 371-1111.

EXHIBIT A

The land referred to is situated in the County of Marin, City of Novato, State of California, and is described as follows:

PARCEL ONE:

BEGINNING at the most Westerly corner of Lot 548, as shown upon that certain map entitled, "San Marin Unit No. Five", filed November 27, 1963 in [Book 12 of Maps at Page 46](#), Marin County Records, said corner being also a point on the Northeasterly line of San Andreas Drive (100.00 feet wide) as shown on that certain map entitled, "San Marin Unit No. Three", filed May 2, 1963 in [Book 11 of Maps at Page 86](#), Marin County Records, said Northeasterly line being a curve concave Southwesterly and having a radius of 2550.00 feet; thence Northwesterly along said Northeasterly line 55.58 feet to the beginning of a reverse curve concave Northeasterly having a radius of 1350.00 feet, a radial line to said curve through said point of reverse curvature bears South 38° 41' 51" West; thence Northwesterly along said reverse curve 820.96 feet to a point which bears South 81° 31' 36" West 35.00 feet, thence South 8° 28' 24" East 125.00 feet and thence South 73° 32' 25" West from the Southwest corner of Lot 128, as shown upon that certain map entitled, "Map of San Marin Unit Two", filed May 2, 1963 in [Book 11 of Maps at Page 85](#), Marin County Records, a radial line to said curve through last said point bears South 73° 32' 25" West; thence leaving said Northeasterly line North 73° 32' 25" East 153.78 feet to a point bearing South 81° 31' 36" West 35.00 feet and thence South 8° 28' 24" East 125.00 feet from the aforesaid Southwest corner of Lot 128; thence North 08° 28' 24" West 125.00 feet; thence North 81° 31' 36" East 35.00 feet to said Southwest corner of Lot 128; thence along the Southerly boundary of said "San Marin Unit No. Two", North 81° 31' 36" 1160.61 feet to the Southwest corner of Lot 144, as shown upon said map ([11 Maps 85](#)), and thence continuing along last said Southerly boundary North 77° 44' 36" East 55.00 feet; thence leaving said Southerly boundary South 08° 28' 24" East 602.59 feet to a point on the Northerly boundary of said "San Marin Unit No. Five"; thence along said Northerly boundary South 74° 00' 00" West 540.04 feet to the beginning of a tangent curve concave Southeasterly having a radius of 400.00 feet; thence Southwesterly along said curve 160.57 feet; thence tangent to said curve South 51° 00' 00" West 385.92 feet to the point of beginning.

APN: 124-010-08

PARCEL TWO:

COMMENCING at the most Northerly corner of Lot 705, Map of San Marin Unit Six, filed December 24, 1963 in [Map Book 12 at Page 54](#), and running thence along the Westerly line of said subdivision South 2° 57' 45" West (bearing as per said map) 598.76 feet to the Northerly line of Map of San Marin Unit Five, filed November 27, 1963 in [Map Book 12 at Page 45](#), thence along said Northerly line South 74° 00' West (bearing as per said map) 261.96 feet to the Southeasterly corner of the parcel conveyed to Novato Unified School District of Marin County by deed recorded November 24, 1967 in [Liber 2174 OR at Page 298](#), thence along the Easterly line of said parcel North 8° 28' 24" West (bearing as per said deed) 602.59 feet to the Southerly line of Map of San Marin Unit Two, filed May 2, 1963 in [Map Book 11 at Page 85](#), thence along said Southerly line North 76° 05' East (bearing as per said map) 76.38 feet to the most Easterly

corner of Lot 145 of said last mentioned subdivision, thence along the boundary of said lot North $13^{\circ} 55'$ West 98.18 feet and thence on a curve to the left whose radius is 20.0 feet and whose center bears South $76^{\circ} 05'$ West through an angle of $87^{\circ} 85' 23''$ a distance of 30.57 feet to the Southeasterly line of San Marin Drive, thence Easterly along said line on a curve to the left whose radius is 1050.0 feet and whose center bears North $11^{\circ} 30' 23''$ West through an angle of $4^{\circ} 49' 14''$ a distance of 88.34 feet, thence along the Southwesterly line of Lot 146 of said subdivision on a curve to the left whose radius is 20.0 feet and whose center bears South $16^{\circ} 19' 37''$ East through an angle of $87^{\circ} 35' 23''$ a distance of 30.57 feet, thence South $13^{\circ} 55'$ East 98.18 feet to the most Southerly corner of said Lot 146, thence North $75^{\circ} 20' 08''$ East 132.20 feet, to the Southeasterly corner of Lot 147 and thence North $71^{\circ} 05'$ East 60.0 feet more or less to the point of commencement

APN: 124-010-09



1400A Grant Avenue
Novato, CA 94945
(415) 897-9632 Fax: (415) 892-1137

PRELIMINARY REPORT

Our Order Number 0436022386-DM

CITY OF NOVATO
Machin Street
Novato, CA 94945

When Replying Please Contact:

Diana McInnis
dmcinnis@ortc.com
(415) 897-9632

Property Address:

APN(s): 124-010-08 and 124-010-09, Novato, CA 94945

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance Company, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of November 2, 2018, at 7:30 AM

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0436022386-DM

The form of policy of title insurance contemplated by this report is:

CLTA Standard Coverage Policy -1990; AND ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

Novato Unified School District of Marin County, as to Parcel One; and

City of Novato, as to Parcel Two

The land referred to in this Report is situated in the County of Marin, City of Novato, State of California, and is described as follows:

PARCEL ONE:

BEGINNING at the most Westerly corner of Lot 548, as shown upon that certain map entitled, "San Marin Unit No. Five", filed November 27, 1963 in [Book 12 of Maps at Page 46](#), Marin County Records, said corner being also a point on the Northeasterly line of San Andreas Drive (100.00 feet wide) as shown on that certain map entitled, "San Marin Unit No. Three", filed May 2, 1963 in [Book 11 of Maps at Page 86](#), Marin County Records, said Northeasterly line being a curve concave Southwesterly and having a radius of 2550.00 feet; thence Northwesterly along said Northeasterly line 55.58 feet to the beginning of a reverse curve concave Northeasterly having a radius of 1350.00 feet, a radial line to said curve through said point of reverse curvature bears South 38° 41' 51" West; thence Northwesterly along said reverse curve 820.96 feet to a point which bears South 81° 31' 36" West 35.00 feet, thence South 8° 28' 24" East 125.00 feet and thence South 73° 32' 25" West from the Southwest corner of Lot 128, as shown upon that certain map entitled, "Map of San Marin Unit Two", filed May 2, 1963 in [Book 11 of Maps at Page 85](#), Marin County Records, a radial line to said curve through last said point bears South 73° 32' 25" West; thence leaving said Northeasterly line North 73° 32' 25" East 153.78 feet to a point bearing South 81° 31' 36" West 35.00 feet and thence South 8° 28' 24" East 125.00 feet from the aforesaid Southwest corner of Lot 128; thence North 08° 28' 24" West 125.00 feet; thence North 81° 31' 36" East 35.00 feet to said Southwest corner of Lot 128; thence along the Southerly boundary of said "San Marin Unit No. Two", North 81° 31' 36" 1160.61 feet to the Southwest corner of Lot 144, as shown upon said map ([11 Maps 85](#)), and thence continuing along last said Southerly boundary North 77° 44' 36" East 55.00 feet; thence leaving said Southerly boundary South 08° 28' 24" East 602.59 feet to a point on the Northerly boundary of said "San Marin Unit No. Five"; thence along said Northerly boundary South 74° 00' 00" West 540.04 feet to the beginning of a tangent curve concave Southeasterly having a radius of 400.00 feet; thence Southwesterly along said curve 160.57 feet; thence tangent to said curve South 51° 00' 00" West 385.92 feet to the point of beginning.

APN: 124-010-08

PARCEL TWO:

COMMENCING at the most Northerly corner of Lot 705, Map of San Marin Unit Six, filed December 24, 1963 in [Map Book 12 at Page 54](#), and running thence along the Westerly line of said subdivision South 2° 57' 45" Vest (bearing as per said map) 598.76 feet to the Northerly line of Map of San Marin Unit Five, filed November 27,

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0436022386-DM

1963 in [Map Book 12 at Page 45](#), thence along said Northerly line South 74° 00 West (bearing as per said map) 261.96 feet to the Southeasterly corner of the parcel conveyed to Novato Unified School District of Marin County by deed recorded November 24, 1967 in [Liber 2174 OR at Page 298](#), thence along the Easterly line of said parcel North 8° 28' 24" West (bearing as per said deed) 602.59 feet to the Southerly line of Nap of San Marin Unit Two, filed May 2, 1963 in [Map Book 11 at Page 85](#), thence along said Southerly line North 76° 05 East (bearing as per said map) 76.38 feet to the most Easterly corner of Lot 145 of said last mentioned subdivision, thence along the boundary of said lot North 13° 55' West 98.18 feet and thence on a curve to the left whose radius is 20.0 feet and whose center bears South 76° 05' West through an angle of 87° 85' 23" a distance of 30.57 feet to the Southeasterly line of San Marin Drive, thence Easterly along said line on a curve to the left whose radius is 1050.0 feet and whose center bears North 11° 30' 23" West through an angle of 4° 49' 14" a distance of 88.34 feet, thence along the Southwesterly line of Lot 146 of said subdivision on a curve to the left whose radius is 20.0 feet and whose center bears South 16° 19' 37" East through an angle of 87° 35' 23" a distance of 30.57 feet, thence South 13° 55' East 98.18 feet to the most Southerly corner of said Lot 146, thence North 75° 20' 08" East 132.20 feet, to the Southeasterly corner of Lot 147 and thence North 71° 05' East 60.0 feet more or less to the point of commencement

APN: 124-010-09

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, are currently not assessed because of a statutory exemption. Should the statutory exemption change, taxes may be levied against the land.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.
3. The herein described property lying within the proposed boundaries of a Community Facilities District, as follows:

District No	:	Community Facilities District No. 2014-1
For	:	Clean Energy
Disclosed By	:	Assessment Map
Recorded	:	August 28, 2015 in Book 2015 of Official Records, Page 124

Further information may be obtained by contacting:
(None shown)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0436022386-DM

4. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Deed
Granted To : Pacific Telephone and Telegraph Company a corporation
For : Underground facilities
Recorded : [December 9, 1929 in Book 186 of Official Records, Page 438](#)
Affects : Central portion 10 feet in width

5. Covenants, Conditions and Restrictions, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument.

Recorded : [November 13, 1963 in Book 1749 of Official Records, Page 464](#)

NOTE: "If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

6. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Sanitary District Number Six of Marin County
For : Sanitary sewer
Recorded : [August 9, 1965 in Book 1968 of Official Records, Page 145](#)
Affects : Along a 10 foot strip

7. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Deed
Granted To : North Marin County Water District, a public corporation
For : Water pipeline
Recorded : [April 11, 1968 in Book 2203 of Official Records, Page 586](#)
Affects : Exact location not determined

8. Matters as contained or referred to in an instrument,
- Entitled : Certificate of Interest in Real Property
Executed By : State of California Department of General Services
Recorded : [November 8, 1993 in Official Records under Recorder's Serial Number 93-094712](#)
9. The requirement that satisfactory evidence be furnished to this Company of compliance with applicable statutes, ordinances and charters governing the ownership and disposition of the herein described land.
10. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
11. Note: It appears that Old Republic National Title Insurance may be asked to insure against the rights of Mechanics Lien claimants. The Company may require the following:
- A. Signed indemnities by all parties.
 - B. A copy of the construction cost breakdown.
 - C. Appropriate financial statements from all Indemnitors.
12. The requirement that this Company be provided with an opportunity to inspect the land (the Company reserves the right to make additional exceptions and/or requirements upon completion of its inspection).
13. The requirement that this Company be provided with a suitable Owner's Declaration (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.
14. Any unrecorded and subsisting leases.

----- Informational Notes -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 and 2.1.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0436022386-DM

- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land vacant land known as APN(s): 124-010-08 and 124-010-09, Novato, CA 94945.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

NONE

- C. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument

Entitled	:	Grant Deed (Corporation)
By/From	:	Sunset International Petroleum Corporation, a corporation and Greenborough Corporation, a corporation
To	:	Novato Unified School District of Marin County
Recorded	:	November 24, 1967 in Book 2174 of Official Records, Page 298

Said matters affect Parcel One

Corporation Grant Deed executed by Western Title Guaranty Company, Marin County Division, a corporation to The City of Novato recorded [June 16, 1972 in Book 2579 of Official Records, Page 204](#).

Said matters affect Parcel Two

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.-

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;.
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments Which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims Which are not shown by the public records but which could be ascertained by an inspection of the land which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY OF TITLE INSURANCE - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations.This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART 1, SECTION ONE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.



FACTS

WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">• Social Security number and employment information• Mortgage rates and payments and account balances• Checking account information and wire transfer instructions <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions

Go to www.oldrepublictitle.com (Contact Us)

Who we are

Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
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What we do

How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions

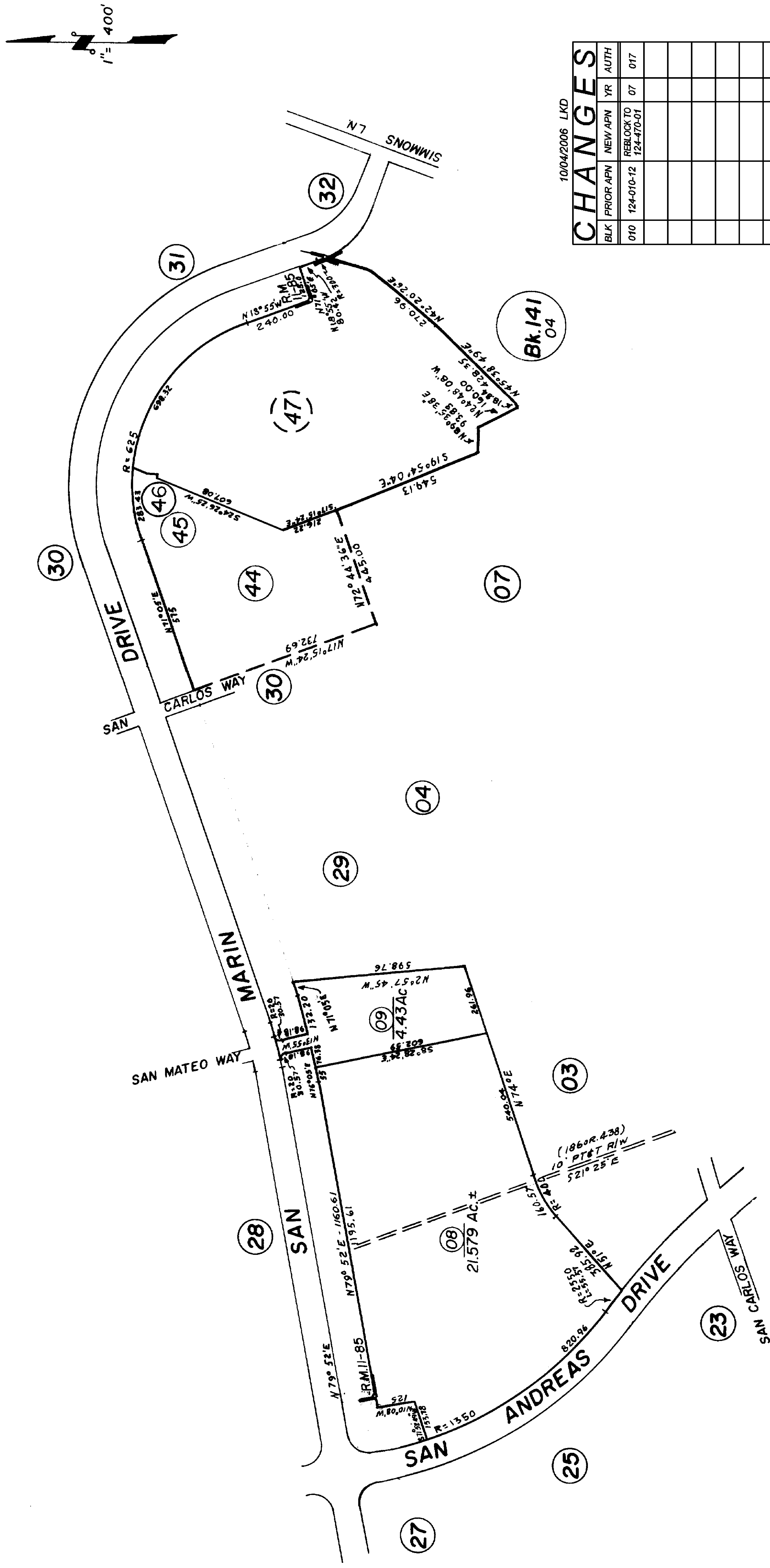
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Old Republic Title doesn't jointly market.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L. T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

[illegible]

All parcels on this page Except mineral rights below a depth of 500 feet.

Survey of Por. of Rancho Nicasio & Novato, O.S. Bk.3-Pg.44.

Assessor's Map Bk. 124-Pg. 01
County of Marin, Calif.

CITY OF NOVATO

Order No.
2202075007-PL

Ref No.
115242

Guarantee No.
A04039-CTG-180665

CONDITION OF TITLE GUARANTEE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

GUARANTEES

the Assured named in Schedule A of this Guarantee against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A:


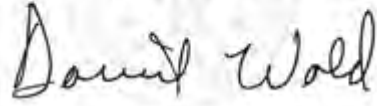
Dated: April 26th, 2024 at 7:30:00 AM

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By 

Validating Officer

By  President
Attest  Secretary

Schedule A

Order No.	2202075007-PL
Ref. No.	115242
Guarantee No.	A04039-CTG-180665
Liability	\$ 1,300.00
Date of Guarantee	April 26th, 2024 at 7:30:00 AM
Fee	\$ 1,200.00

1. Name of Assured:

Novato Unified School District

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee as to Parcel(s) One and an Easement as to Parcel(s) Two

3. The Land referred to in this Guarantee is situated in the County of Marin, City of Novato, State of California, and is described as follows:

PARCEL ONE:

Parcel 2, as shown on that certain Map entitled "Parcel Map Marion School", filed in the Office of the Recorder of the County of Marin, State of California on November 23, 1982, in [Book 20 of Parcel Maps, at Page 84](#).

PARCEL TWO:

An Easement for access as described in the Grant Deed executed by Novato Unified School District to Novato Ecumenical Housing, a California non-profit corporation, et al recorded March 15, 1984, of Official Records under [Recorder's Serial Number 84012280](#) and being more particularly described as follows:

Beginning at the Northeasterly corner of Parcel 2 as shown on that certain Map entitled, "Record of Survey, Marion School", recorded in [Book 18 of Surveys at Page 63](#), Marin County Records; thence Westerly along the Northerly line of said parcel N. 75' 43' 00" W. 99.00 feet; thence leaving said Northerly line N. 14' 17' 00" E. 60.00 feet to the Southwesterly corner of Parcel 3 as shown on said Map; thence Easterly along the Southerly line of said Parcel 3, S. 75° 43' 00" E. 99.00 feet to the Easterly line of Parcel 4 as shown on said Map; thence Southerly along said Easterly line S. 14'17' W. 60.00 feet to the point of beginning.

APN: 141-212-17

4. Assurances:

According to the Public Records as of the Date of Guarantee,

a. Title to the estate or interest in the Land is vested in:

Novato Unified School District who acquired title as Novato Union School District

b. Title to the estate or interest is subject to defects, liens or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

Schedule B

Order No.	2202075007-PL
Ref. No.	115242
Guarantee No.	A04039-CTG-180665
Liability	\$ 1,300.00
Date of Guarantee	April 26th, 2024 at 7:30:00 AM
Fee	\$ 1,200.00

1. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, a lien, but not yet due or payable.
2. Taxes and assessments, general and special, are currently not assessed because of a statutory exemption. Should the statutory exemption change, taxes may be levied against the land.
3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

4. The herein described property lying within the proposed boundaries of a Community Facilities District, as follows:

District No	:	2014-1
For	:	Clean Energy
Disclosed By	:	Assessment Map
Recorded	:	August 28, 2015 in Book 2015 of Official Records, Page 124 under Recorder's Serial Number 2015-41880

Further information may be obtained by contacting:
Golden State Finance Authority

5. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of Grant Avenue and Seventh Street.
6. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To	:	Pacific Gas and Electric Company, a California corporation
For	:	Transmission of electric energy and for communication purposes
Recorded	:	October 22, 1971 in Book 2512 of Official Records, Page 651
Affects	:	The Southerly corner of said land as described therein

7. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the filed map.
- For : Public utility
Affects : The Easterly 5 feet
8. Any rights, easements, interests or claims which may exist or arise by reason of or reflected by the facts shown on that certain Record of Survey filed August 16, 1983 in Book 18 of Official Records, Page 63.
9. Offer of Dedication in an instrument,
- Entitled : Offer of Dedication
To : City of Novato, a municipal corporation
For : Roadway and related purposes
Recorded : [September 19, 1983 in Official Records under Recorder's Serial Number 83047062](#)
Affects : The Easterly portion of said land as described therein
10. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Instrument : Grant of Easement
Granted To : North Marin County Water District
For : Transmission and distribution of water and the collection and transmission and disposal of sewage
Dated : June 10, 1986
Recorded : [June 23, 1986 in Official Records under Recorder's Serial Number 86032081](#)
Affects : The Northeast corner as described therein

Upon the terms and conditions contained therein.

11. Matters as contained or referred to in an instrument,
- Entitled : Resolution No. 82-88
Executed By : City Council of the City of Novato
Recorded : June 27, 1988 in Official Records under Recorder's Serial Number 883406 9

12. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement Deed
Granted To : Pacific Gas and Electric Company, a California corporation
For : Public utilities
Recorded : [July 15, 1997 in Official Records under Recorder's Serial Number 97-037275](#)
Affects : As described therein

13. NOTE: Vesting Deed(s)

Grant Deed executed by William A. Gness, Joseph A. Gness, Edward T. Gness and George H. Gness to Novato Union School District, a political subdivision within the State of California recorded [February 14, 1949 in Book 605 of Official Records, Page 361](#).

EXCLUSIONS FROM COVERAGE (Revised 06-05-14)

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records
 - (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or
 - (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or,
 - (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims;
 - (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof;
 - (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount as stated in Schedule A.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

An Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4(b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

GUARANTEE CONDITIONS (Continuation)

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

(b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company

up to the time of payment or tender of payment and that the Company is obligated to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. LIMITATION OF LIABILITY

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. PAYMENT OF LOSS

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

GUARANTEE CONDITIONS (Continuation)

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. ARBITRATION

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

13. SEVERABILITY

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. CHOICE OF LAW; FORUM

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or to its Home Office at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, (612) 371-1111.

Order No.
2202075009-PL

Ref No.
115242

Guarantee No.
A04039-CTG-180682

CONDITION OF TITLE GUARANTEE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

GUARANTEES

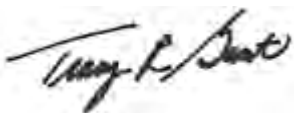
the Assured named in Schedule A of this Guarantee against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A:

Dated: April 30th, 2024 at 7:30:00 AM

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By



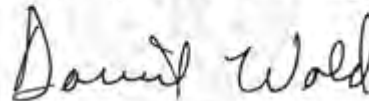
Validating Officer

By



President

Attest



Secretary

Schedule A

Order No.	2202075009-PL
Ref. No.	115242
Guarantee No.	A04039-CTG-180682
Liability	\$ 1,300.00
Date of Guarantee	April 30th, 2024 at 7:30:00 AM
Fee	\$ 1,200.00

1. Name of Assured:

Novato Unified School District

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee

3. The Land referred to in this Guarantee is situated in the County of Marin, City of Novato, State of California, and is described as follows:

PARCEL I:

Parcel 3 as shown upon that certain Parcel Map entitled, "Parcel Map, Renati Estate 1859 O.R. 386, 2020 O.R. 482, 2305 O.R. 551, being a portion of Garden Place, Map of the Town of Novato 1 RM 52, Novato, Marin County, California" filed for record August 27, in [Book 11 of Parcel Maps at Page 73](#), Marin County Records.

APN: 153-011-38

PARCEL II:

All that portion of Parcel 2 as shown on that certain Map entitled "Parcel Map, Renati Estate," recorded in Book 11 of Parcel Maps at Page 73, Marin County Records, lying Easterly of the line designated as "Adjusted Lot Line" that that certain Map entitle "Record of Survey in [Book 14 of Surveys at Page 80](#), April 10, 1978, Marin County Records.

APN: 153-011-46

4. Assurances:

According to the Public Records as of the Date of Guarantee,

- a. Title to the estate or interest in the Land is vested in:

Novato Unified School District

- b. Title to the estate or interest is subject to defects, liens or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

Schedule B

Order No.	2202075009-PL
Ref. No.	115242
Guarantee No.	A04039-CTG-180682
Liability	\$ 1,300.00
Date of Guarantee	April 30th, 2024 at 7:30:00 AM
Fee	\$ 1,200.00

1. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, a lien, but not yet due or payable.
2. Taxes and assessments, general and special, are currently not assessed because of a statutory exemption. Should the statutory exemption change, taxes may be levied against the land.
3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

4. The herein described property lying within the proposed boundaries of a Community Facilities District, as follows:

District No	:	2014-1
For	:	Clean Energy
Disclosed By	:	Assessment Map
Recorded	:	August 28, 2015 in Book 2015 of Official Records, Page 124 under Recorder's Serial Number 2015-41880

Further information may be obtained by contacting:
Golden State Finance Authority

5. NOTE: There appears to be an easement or right which may be appurtenant to said land disclosed by Conveyance of Right of Way,

Recorded: April 7, 1952, of Official Records, in [Book 737, Page 342](#), under Recorder's Serial Number 4955.

6. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Deed
Granted To : City of Novato
For : Drainage
Recorded : [July 31, 1975 in Book 2924 of Official Records, Page 174](#)
Affects : The Easterly 10 feet

7. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the filed map.

For : Drainage
Affects : The Easterly 10 feet

8. Covenant and agreement,

Executed By : Rose Renati, et al
In Favor Of : The City of Novato
Recorded : [August 11, 1975 in Book 2927 of Official Records, Page 695](#)

Note: Reference is made to said instrument for full particulars.

9. Any rights, easements, interests or claims which may exist or arise by reason of or reflected by the facts shown on that certain Record of Survey filed [April 10, 1978 in Book 14 of Surveys, Page 80](#).

10. Redevelopment Plan, as follows:

Entitled : Downtown Novato Redevelopment Project
Executed By : City of Novato
Dated : June 30, 1999
Recorded : [July 1, 1999 in Official Records under Recorder's Serial Number 1999-0049703](#)

11. Amended Redevelopment Plan, as follows:

Entitled : Revised Statement of Institution of Proceedings of Redevelopment
By : City of Novato
Recorded : [December 3, 2007 in Official Records under Recorder's Serial Number 2007-0067987](#)

12. NOTE: Vesting Deed(s)

Individual Grant Deed executed by John J. King, as Trustee for the Emil and Rose Renati Trust to Novato Unified School District recorded [April 27, 1978 in Book 3364 of Official Records, Page 323 under Recorder's Serial Number 19957](#).

EXCLUSIONS FROM COVERAGE (Revised 06-05-14)

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records
 - (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or
 - (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or,
 - (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims;
 - (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof;
 - (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount as stated in Schedule A.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

An Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4(b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

GUARANTEE CONDITIONS (Continuation)

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

(b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company

up to the time of payment or tender of payment and that the Company is obligated to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. LIMITATION OF LIABILITY

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. PAYMENT OF LOSS

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

GUARANTEE CONDITIONS (Continuation)

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. ARBITRATION

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

13. SEVERABILITY

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. CHOICE OF LAW; FORUM

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or to its Home Office at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, (612) 371-1111.

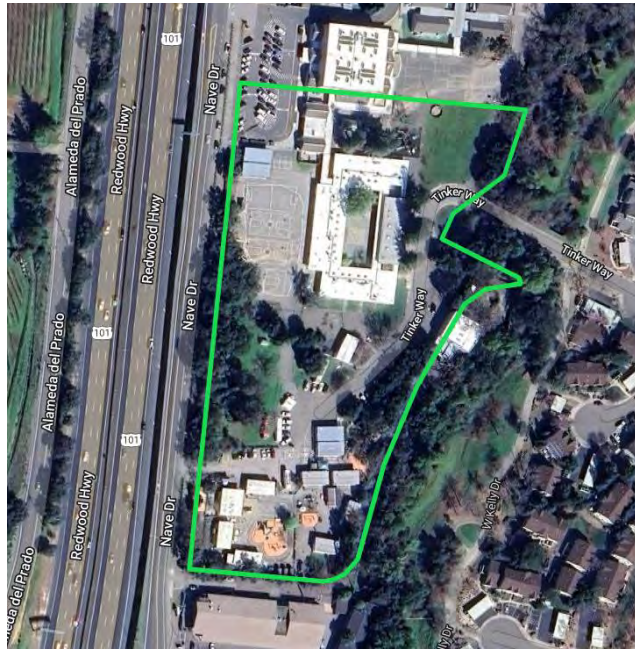
Appendix D: Environmental and Biological Studies

DESKTOP ENVIRONMENTAL STUDY



NOVATO UNIFIED SCHOOL DISTRICT

**5520 Nave Drive
Novato, California
June 3, 2024**



SUBJECT PROPERTY INFORMATION

Parcel Information

Subject Property Size	8.09 acres
County	Marin
Subject Property Tax ID	155-020-16 and 157-180-23 (southern section)
Subject Property Owner	Novato Unified School District
Zoning	CF – Community Facilities

Building Information

Number of Buildings	13
Building Size	~25,000 square feet (ft ²), ~2,200 ft ² , ~1,700 ft ² , ~1,000 ft ² (10x)
Building Age	~1963–2012
Other Structures	Covered walkways connect buildings

Physical Setting Characteristics

Topography	Relatively flat
Estimated Depth to Groundwater	> 80 inches
Inferred Groundwater Flow Direction	East, northeast
Closest Water Body	Pacheco Creek (east adjoining)
Wetlands	Wetlands adjoining east
Flood Zone	1% Annual Chance Flood Hazard along northeast boundary

ENVIRONMENTAL RECORDS REVIEW

Subject Property

The Environmental Data Resources database report (EDR Report) did not identify the Subject Property in the standard information sources searched. .

Adjoining Properties

Site Name Address Position to Subject Property	Notable Database Listing(s) ²	Risk to Subject Property ¹ – Evaluation/Comments
Debrah Rowland 235 Alameda Del Prado 0.082 mile southwest	RCRA LISTINGS	None likely – Universal waste generator, verified as not generating hazardous waste, no violations or releases reported.
US Coast Guard Pacific Strike Team Facility Engr. Hangar 2 Hamilton Field Bldg. 390 0.86 mile northeast	CERS HAZ WASTE, HWTS, HAZNET	None likely – Mismatched; actually 0.86-mile northeast of Subject Property; downgradient

Strata judged all other listings in the EDR Report for sites within the search radius, including those on the unplottable site list (sites that could not be mapped due to inaccurate or insufficient address data), to be hydrologically crossgradient or downgradient, a sufficient distance away, and/or hydrologically separated from the Subject Property and deemed them not a significant environmental risk to the Subject Property.

¹Actual or potential threat of significant adverse effects (i.e., contamination above a regulatory standard) on the Property by release(s) of hazardous substances or petroleum to the environment.

²Only listings judged by Strata Environmental Services, Inc. to be significant and/or relevant to the environmental condition of the Property, EDR Report and supporting documentation, have been uploaded to EiOS.

HISTORICAL INFORMATION

Subject Property

Approximate Time Period	Occupant/Use	Risk to Subject Property ¹
Before ~1942	Undeveloped	None likely
~1942 to 1963	Developed with a school building at southeast corner and residences on north half	None likely
~1963 to 1993	Residences removed and additional school building constructed on north end with some smaller support buildings added	None likely
~1993 to present	School building at south end razed and replaced with several smaller modular school buildings (1993–2002) and playgrounds (Novato Children's Center)	None likely

Surrounding Properties

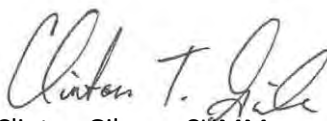
Direction	Historical Occupants and/or Uses	Risk to Subject Property ¹
North	Undeveloped (pre-1952); apparent residential (~1952–1968); Meadow Park School/Hamilton School buildings, athletic fields, and playgrounds (~1968–present).	None likely
South	Undeveloped/agricultural land (pre-1952); multi-tenant commercial/retail center (~1963–present)	None likely
East	Undeveloped (pre-~1942); residential (1942–present)	None likely
West	US Highway 101 and agricultural land/vineyard with a farm structure (pre-1914–present)	None likely

FINDINGS/RECOMMENDATIONS

Based on regulatory environmental records information and historical sources, this Desktop Environmental Study has revealed no obvious environmental concerns in connection with the Subject Property. If Brookwood Group and NUSD require additional information or greater certainty regarding the findings of this Desktop Environmental Study, further investigation would be required.



Michael Smith, P.G.
Geologist



Clinton Gibson, CHMM
Environmental Diligence Manager

¹Actual or potential threat of significant adverse effects (i.e., contamination above a regulatory standard) on the Property by release(s) of hazardous substances or petroleum to the environment.

LIMITATIONS

Strata Environmental Services, Inc. (Strata) prepared this report for the exclusive use of Brookwood Group and NUSD (the client), its representatives, successors, and assigns. Reliance on the information and conclusions in this report by any other person or entity is not authorized without the written consent of Strata. The client may provide a copy of this report to another party as a courtesy only; use or reliance upon this report by any other party in making decision(s) relative to this Subject Property is at their own risk and not that of Strata. Strata accepts no responsibility or liability for others' use of this report.

The Desktop Environmental Study is only intended as a preliminary and general overview of the Subject Property for the purpose of identifying recognized environmental conditions as defined by American Society for Testing and Materials (ASTM) Practice E1527-21 and is not to be considered an ASTM Phase I Environmental Site Assessment or ASTM Transaction Screen of the Subject Property. It should not be used to seek liability protection under the innocent landowner defense of CERCLA. The client requested and ordered this study based on their knowledge of the Subject Property. Therefore, Strata assumes no liability in the selection of the appropriate level of due diligence for this Subject Property or the proper identification, location and/or address of the Subject Property as provided by the client.

This Desktop Environmental Study was prepared using reasonably ascertainable records information from government agencies and other standard sources purchased from commercial services. Strata assumes information obtained to be correct and has made no independent investigation as to the accuracy or completeness of the information gained. Strata also cannot guarantee the accuracy or interpretations by others except where evidence suggested such information to be incomplete or inaccurate and such information had significant bearing on matters under assessment.

This Desktop Environmental Study did not include a site inspection, intrusive sampling of environmental media, or interview of knowledgeable parties of the Subject Property such as current or past owners, operators, or tenants, or government agencies. This study may include an evaluation of the nature and extent of potential contamination, but this evaluation is a professional judgment based on interpretation of available government environmental records, investigations, geological and hydrogeological reports for the Subject Property and vicinity, experience with apparently similar properties, and other relevant information. The information contained in this report is deemed reliable; however, Strata cannot guarantee that all hazardous or potentially hazardous conditions have been identified or located.

All findings and conclusions of this study are based solely on the sources and data reviewed, and facts and circumstances as they existed during the period of preparation of this report and are further limited by the mutually agreed upon purpose, scope, budget, and schedule. This study is not intended to be exhaustive in scope or imply a risk-free Subject Property. Any change in fact or circumstance upon which this report is based may affect the expressed findings and conclusions of this report. Should this occur, Strata reserves the right to modify its opinion(s), as necessary.

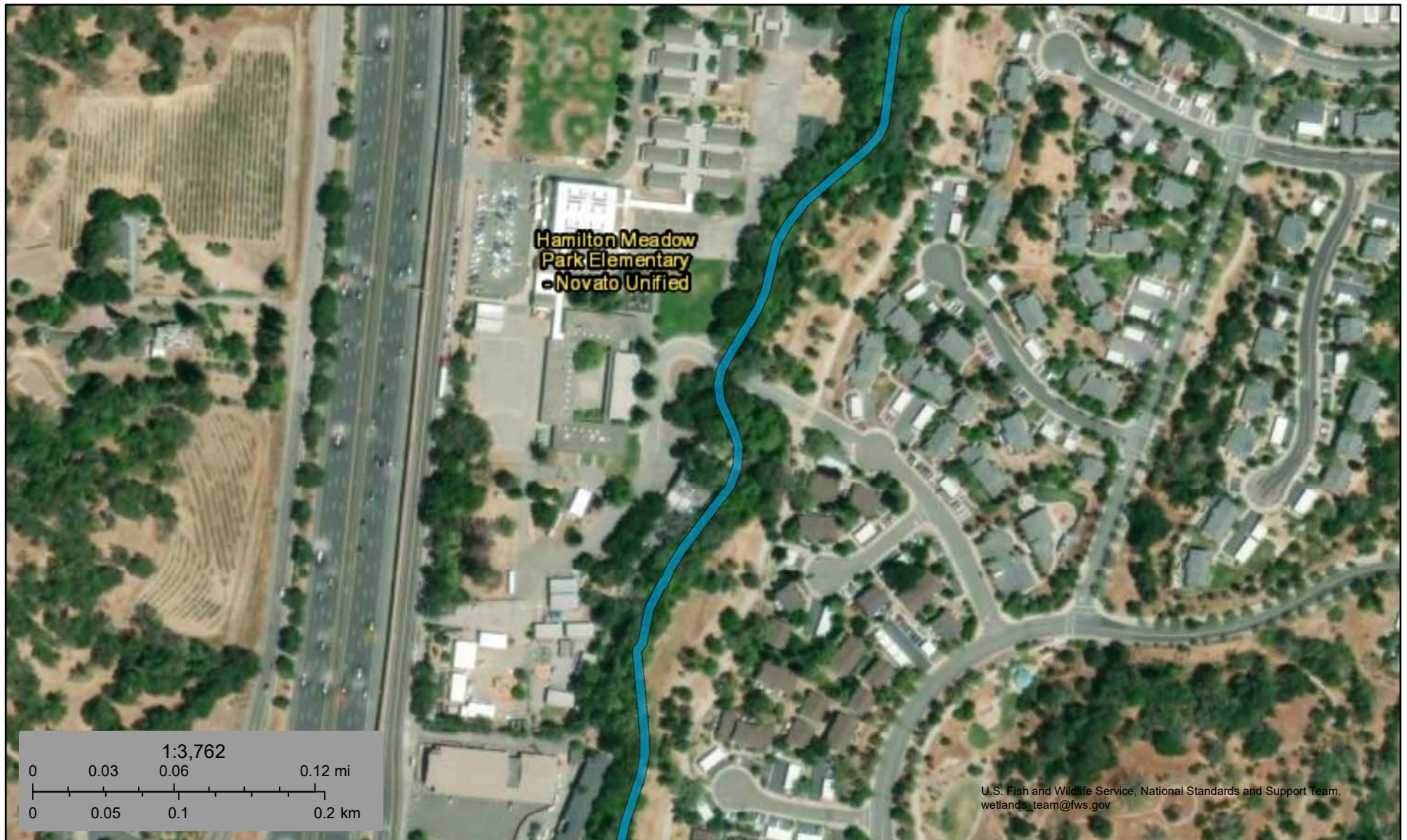
Strata makes no warranties, expressed or implied, as to marketability of the Subject Property or fitness for a particular use. This report is intended to be used in its entirety; taking or using excerpts from this report is not permitted and any party doing so does at its own risk. Information in this report is not to be construed as legal advice.



U.S. Fish and Wildlife Service

National Wetlands Inventory

Meadow Park Annex



May 30, 2024

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

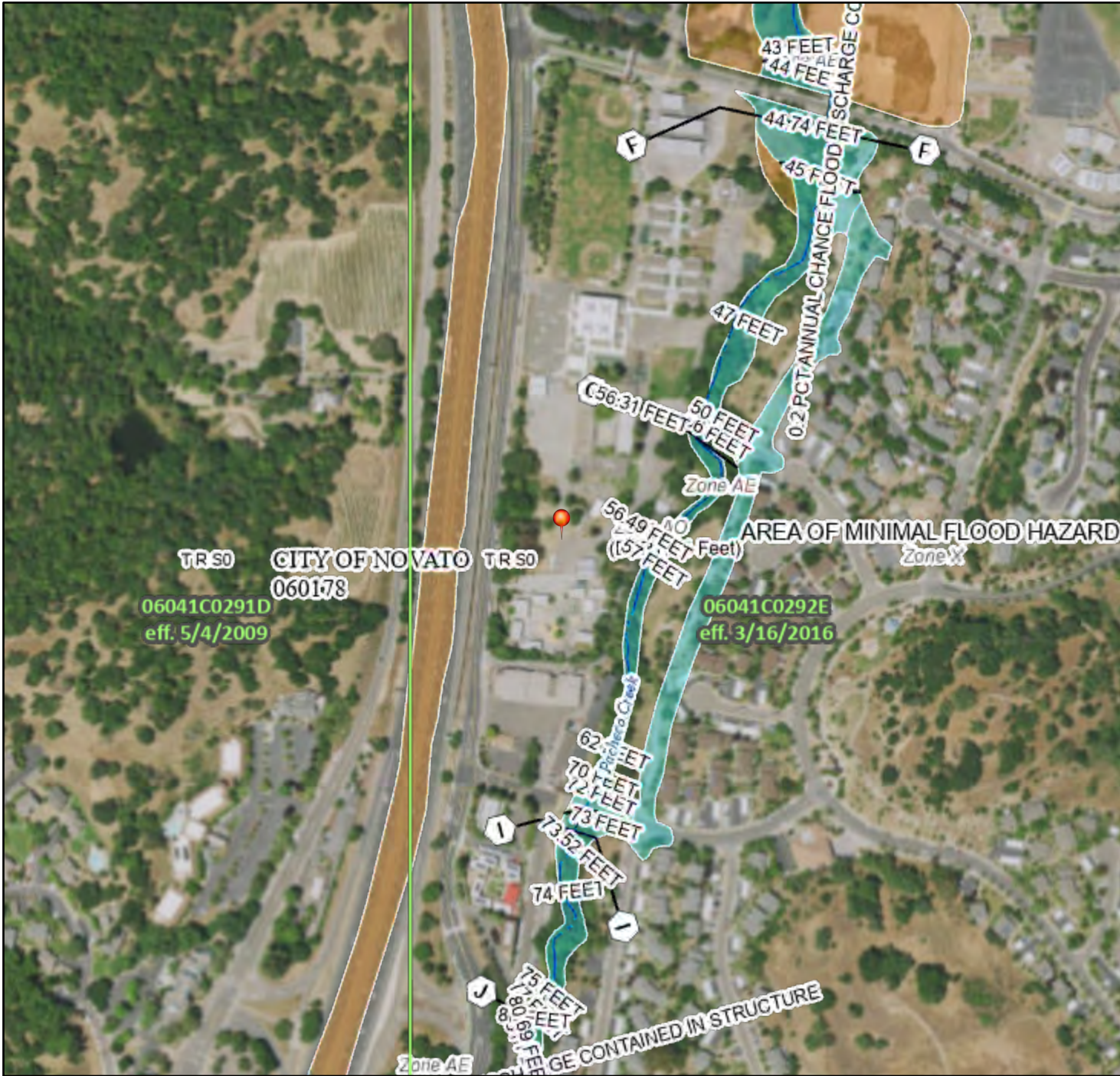
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Flood Hazard Layer FIRMMette



122°32'6"W 38°3'24"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/30/2024 at 3:02 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

DESKTOP ENVIRONMENTAL STUDY



NOVATO UNIFIED SCHOOL DISTRICT

**720 Diablo Avenue
Novato, California
May 31, 2024**



SUBJECT PROPERTY INFORMATION

Parcel Information

Subject Property Size	5.61 acres
County	Marin
Subject Property Tax ID	140-281-060
Subject Property Owner	Novato Unified School District (NUSD)
Zoning	CF – Community Facilities

Building Information

Number of Buildings	10 ~14,800 square feet (ft ²), ~10,000 ft ² , ~10,000 ft ² , ~10,000 ft ² , ~8,250 ft ² , ~4,000 ft ² , ~5,500 ft ² , ~6,000 ft ² , ~4,000 ft ² , and ~4,500 ft ²
Building Age	~1963–1968
Other Structures	Covered walkways connecting the buildings

Physical Setting Characteristics

Topography	Slight downward southwest slope to northeast
Estimated Depth to Groundwater	> 80 inches
Inferred Groundwater Flow Direction	Northeast
Closest Water Body	Warner Creek (~0.25-mile northeast)
Wetlands	No designated wetlands on or adjoining Subject Property
Flood Zone	None on Subject Property; 0.2 % Annual Chance Flood Hazard north adjoining

ENVIRONMENTAL RECORDS REVIEW

Subject Property

Site Name Address	Notable Database Listing(s) ²	Risk to Subject Property ¹ – Evaluation/Comments
Novato USD – NOVA, 1X Novato USD, 1X Hill Middle School, Open Door Christian School	HWTS, HAZNET, FINDS	None likely – Asbestos-containing waste generated in 1990; temporary waste IDs obtained for unspecified wastes 1991 and 2012; no violations or releases reported

Adjoining Properties

Site Name Address Position to Subject Property	Notable Database Listing(s) ²	Risk to Subject Property ¹ – Evaluation/Comments
CB Labs Novato, Marin Medical Laboratories, 1615 Hill Rd Ste 9 West adjoining	RCRA NONGEN/NLR, CERS HAZ WASTE	None likely – Verified not a hazardous waste generator 2015, no RCRA violation or releases reported; California Code of Regulations violation for failure to properly label hazardous waste accumulation containers 10/14/2021, returned to compliance 02/02/2022
Brian Hollander DDS, Dallas Hickle DDS, Leahn Huffman DDS, Susan Chou Dental Corp 1615 Hill Rd West adjoining	RCRA NONGEN/NLR	None likely – Multiple dentist offices, each verified not hazardous waste generators 1994 to 2021, no violations or releases reported

Strata judged all other listings in the Environmental Data Resources database report (EDR Report) for sites within the search radius, including those on the unplotable site list (sites that could not be mapped due to inaccurate or insufficient address data), to be hydrologically crossgradient or downgradient, a sufficient distance away, and/or hydrologically separated from the Subject Property and deemed them not a significant environmental risk to the Subject Property.

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HISTORICAL INFORMATION

Subject Property

Approximate Time Period	Occupant/Use	Risk to Subject Property ¹
Before ~1954	Residential and undeveloped/farmland	None likely
~1954 to present	NUSD Hill School (~1954–2011), NUSD Hill Education Center Campus which includes NOVA Independent Study, NUSD Adult Education Center, and Marin Oaks High School (~2011–present)	None likely

Surrounding Properties

Direction	Historical Occupants and/or Uses	Risk to Subject Property ¹
North	Residential (~1954–present); undeveloped/farmland (pre-1954)	None likely
South	Margaret Todd Senior Center (~1993–present), Hill Gymnasium (~1982–present), Convalescent Hospital and Nursing Home/short and long-term skilled nursing facility (~1973–present), residential (~1963–present), Diablo Hill Professional Center/medical offices (~1993–present)	None likely
East	Athletic fields (~1954–present); farmland (pre-1954)	None likely
West	CB Labs Novato/diagnostic imaging, multiple dental and medical offices (~1968–present)	None likely

FINDINGS/RECOMMENDATIONS

Based on regulatory environmental records information and historical sources, this Desktop Environmental Study has revealed no obvious environmental concerns in connection with the Subject Property. If Brookwood and NUSD require additional information or greater certainty regarding the findings of this Desktop Environmental Study, further investigation would be required.



Clinton Gibson, CHMM
Environmental Diligence Manager



Tim Riddle, P.G.
Principal Geologist

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LIMITATIONS

Strata Environmental Services, Inc. (Strata) prepared this report for the exclusive use of Brookwood and NUSD (the client), its representatives, successors, and assigns. Reliance on the information and conclusions in this report by any other person or entity is not authorized without the written consent of Strata. The client may provide a copy of this report to another party as a courtesy only; use or reliance upon this report by any other party in making decision(s) relative to this Subject Property is at their own risk and not that of Strata. Strata accepts no responsibility or liability for others' use of this report.

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This Desktop Environmental Study did not include a site inspection, intrusive sampling of environmental media, or interview of knowledgeable parties of the Subject Property such as current or past owners, operators, or tenants, or government agencies. This study may include an evaluation of the nature and extent of potential contamination, but this evaluation is a professional judgment based on interpretation of available government environmental records, investigations, geological and hydrogeological reports for the Subject Property and vicinity, experience with apparently similar properties, and other relevant information. The information contained in this report is deemed reliable; however, Strata cannot guarantee that all hazardous or potentially hazardous conditions have been identified or located.

All findings and conclusions of this study are based solely on the sources and data reviewed, and facts and circumstances as they existed during the period of preparation of this report and are further limited by the mutually agreed upon purpose, scope, budget, and schedule. This study is not intended to be exhaustive in scope or imply a risk-free Subject Property. Any change in fact or circumstance upon which this report is based may affect the expressed findings and conclusions of this report. Should this occur, Strata reserves the right to modify its opinion(s), as necessary.

Strata makes no warranties, expressed or implied, as to marketability of the Subject Property or fitness for a particular use. This report is intended to be used in its entirety; taking or using excerpts from this report is not permitted and any party doing so does at its own risk. Information in this report is not to be construed as legal advice.

DESKTOP ENVIRONMENTAL STUDY



NOVATO UNIFIED SCHOOL DISTRICT

930, 932, 940 and 971 C Street
Novato, California
May 13, 2024



SUBJECT PROPERTY INFORMATION

Parcel Information

Subject Property Size	21.328 acres
County	Marin
Subject Property Tax IDs	157-980-03, 157-980-04, 157-980-07, and 157-980-08,
Subject Property Owner	Novato Unified School District (NUSD)
Zoning	Planned District

Building Information

Number of Buildings	19
Approximate Building Size(s)	10,800 square feet (ft ²), 6,700 ft ² , 2,500 ft ² , 2,300 ft ² , 1,800 ft ² , 1,100 ft ² , 1,800 ft ² , 1,800 ft ² , 1,000 ft ² (x10), 500 ft ² (x2), 2,000 ft ² , and 2,200 ft ²
Building Age (years)	4, 8, 8, 14, 14, 5, 5, 22-31, 22-31, 22-31, and 17
Other Structures	Several storage sheds

Physical Setting Characteristics

Topography	Moderate slope down to the north
Estimated Depth to Groundwater	6.5 to 13.5 feet
Groundwater Flow Direction	Inferred generally north
Closest Water Body	Pacheco Creek, an intermittent stream contained in a structure that flows along west boundary and crosses northwest corner
Wetlands	Riverine habitat northwest corner (contained in structure)
Flood Zone	0.2% Annual Chance Flood Hazard (500-year floodplain); southwest corner

ENVIRONMENTAL RECORDS REVIEW

Subject Property

Site Name Address	Notable Database Listing(s) ²	Risk to Subject Property ¹ – Evaluation/Comments
NUSD 1125 C Street	RCRA NONGEN/NLR, HWTS, FINDS, ECHO	None likely – Verified not a RCRA hazardous waste generator, no violation or releases reported
North Bay Childrens Center 932 and 934 C Street	NPDES, CIWQS, CERS, RCRA NONGEN/NLR, FINDS, ECHO, HWTS	None likely – Active storm water discharge permit for construction activities 06/16/2022; verified not a RCRA hazardous waste generator, no violation or releases reported
NUSD 930 and 940 C Street	HWTS, HAZNET	None likely – Temporary waste IDs for 11.2 tons and 5.05 tons of asbestos-containing waste sent to landfill or surface impoundment for disposal
Novato DOD Housing/San Francisco PWC - Novato Form/Former UST Sites 970 and 957/Hamilton Square/Hamilton Elementary School Site/Novato Charter School 957 and 970 C Street	MILITARY PRIV SITES, CERS, RGA LUST, FINDS, HAZNET, HWTS, NPDES, CIWQS, ENVIROSTOR, SCH, DEED, RCRA NONGEN/NLR, ENVIROSTOR, RESPONSE, ECHO	Confirmed impacts – UST Sites 957 and 970 (T0609592161) combined under Regional Water Quality Control Board (RWQCB) Order # 00-064 due to merged/undistinguishable groundwater contamination plumes; see additional discussion below; waste manifests for 25.38 tons of contaminated soil from 2018 site cleanup; active storm water discharge permit for construction activities including soil remediation 04/17/2019; notice of violation for failure to submit required 2020 and 2021 Annual Reports; verified not a RCRA hazardous waste generator;
NUSD 972 C Street	HWTS, HAZNET	None likely – 2012 waste manifests for 21.24 tons of contaminated soil from site cleanup, asbestos-containing waste, and polychlorinated biphenyls (PCBs) and/or material containing PCBs

UST Site 957/970 at Department of Defense Housing Facility (DODHF) Novato comprises an approximate 13-acre area. The site is the former location of USTs which served a historical Naval Exchange (NEX) service station and Naval Public Works Center (PWC) gas station. The NEX gas station (UST Site 970), now known as the Hamilton Square Parcel adjoining the Subject Property to the southwest, had three USTs containing gasoline and one containing waste oil. The PWC gas station (UST Site 957) was on the north-central section of the Subject Property and had one gasoline UST. Refer to the aerial on page 1 for the former locations of the NEX Service and PWC gas stations. Both gas stations were in operation from the mid-1970s through the early 1990s. Gasoline releases from the USTs impacted soil surrounding the USTs and shallow groundwater at the sites extending north of Subject Property. The RWQCB combined the UST sites because the methyl tert-butyl ether (MTBE) groundwater plumes underlying these areas merged and became indistinguishable.

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Release investigation activities started in 1992, and removal of the USTs and impacted soil occurred from 1992 to 1996. The results of multiple site investigations indicated the primary constituents of concern (COCs) were MTBE, benzene, toluene, ethylbenzene, and xylenes (BTEX), total petroleum hydrocarbon gasoline range (TPH-G), and to a lesser extent, TPH quantified as motor oil (TPH-MO) and TPH as diesel (TPH-D). Based on the observed distribution of petroleum hydrocarbons and associated chemicals, the likely source of groundwater and soil contamination was determined to be leaking USTs 957 and 970 (1-3), Tank 970-Waste Oil, and Building 970 hydraulic lifts and associated piping. Soil contamination was also discovered around two Building 970 oil/water separators (OWSs) and four buried drums acting as collection tanks associated with the influent line of one the OWSs.

All tanks, hydraulic lifts, OWSs, buried drums, and associated piping at UST Site 957/970 were removed, so there is no longer a source of groundwater contamination. Active treatment systems, comprised of an initial coupled in situ air sparge and soil vapor extraction (IAS/SVE) system, then biosparging systems, operated at the site from 1998 to 2011 and were reportedly successful in dramatically decreasing petroleum constituent concentrations in soil and groundwater, in particular MTBE. Overall, a 99% reduction in average MTBE concentrations was observed in November 1998, achieving the primary performance goals set forth in the Final Corrective Action Plan (CAP) and thereby limiting a continuing source of MTBE to northern off-Navy property portions of the plume. Though MTBE concentrations were shown to be stable to decreasing throughout most of the plume, concentrations were unstable to increasing at the plume's leading edge off Navy property to the north. As a result, an air sparge system was installed in the leading edge area in 2010. After operating for one year, an average MTBE concentration reduction of 97 percent was achieved, and the system was shut down.

In addition to chemicals associated with petroleum hydrocarbons, elevated levels of six chlorinated compounds, including cis-1,2-dichloroethene (DCE), trichloroethene (TCE), and vinyl chloride were detected in soil gas in the Building 965 Area (see page 1 aerial). A non-time critical removal action (NTCRA), composed of subsurface soil and pavement removal in the vicinity of a suspected former wash pad south of Building 965, was conducted in 2009. The NTCRA was performed to address areas of residual contamination that potentially posed a significant risk via a hypothetical indoor air pathway and remove soil that could serve as a continuing source of contamination to soil gas. Following the NTCRA soil removal activities and subsequent soil gas sampling in the Building 965 area, the Final Revised Risk Assessment for UST Site 957/970 was developed to provide a cumulative, comprehensive evaluation of residual risks at Parcel 1A, including the Building 965 Area, and determine whether additional contingency risk management actions were necessary to support property transfer to the NUSD for future school use. The potential risk management alternatives were presented in a Final Action Memorandum that included contingency SVE or institutional controls (ICs) to manage residual risk in the Building 965 Area.

The Final Revised Risk Assessment for UST Site 957/970 recommended the use of ICs to restrict land use for property transfer to NUSD, based on the low magnitude of risks remaining at Parcel 1A. A land use control in the form of a Covenant to Restrict the Use of Property (CRUP) was filed with the County of Marin on November 18, 2011. The CRUP prohibited activities involving interaction with the groundwater beneath the Site, disturbance of soil unless it is removed and disposed of following all applicable laws and

regulations, and residential use in prescribed areas and required ongoing monitoring of contaminated media and notifications for disturbances to any remedial measures. Specific details regarding requirements and restrictions in the CRUP can be found on record with the County of Marin.

The Navy requested closure in 2016; however, due to residual soil vapor at UST 970 (the southwest adjoining Hamilton Square Parcel), the RWQCB postponed closure of combined UST Site 957/970 until remediation activities are complete at UST 970. Thompson Development completed soil remediation in 2018/2019, but high concentrations of petroleum in soil vapor still existed. Thompson subsequently developed a Remedial Implementation Plan to address residual soil vapor and a Risk Management Plan to address potential indoor air issues with vapor intrusion mitigation systems.

RWQCB had reportedly drafted a new deed restriction to replace the existing Navy/Thompson deed restriction and was going to issue a cleanup order to address the soil vapor. The Order and new deed restriction were to be issued/recorded to ensure the site's clean up and incorporation of Vapor Intrusion Mitigation Systems (VIMS) in the proposed redevelopment for each enclosed structure for habitation. VIMS were to also be implemented if soil vapor remediation (soil vapor extraction) did not reduce soil vapor to residential levels. The Order and the deed restriction were also to allow Thompson to coordinate with the future developer of the site to obtain entitlements from the City of Novato while soil vapor extraction is being implemented. Strata could not locate the Order and new deed restriction.

Adjoining Properties

Site Name Address Position to Subject Property	Notable Database Listing(s) ²	Risk to Subject Property ¹ – Evaluation/Comments
Hamilton Square 970 C Street Adjoining southwest	MILITARY PRIV SITES, NPDES, CIWQS, CERS, RGA LUST, HAZNET, HWTS, RCRA NONGEN/NLR, FINDS, ECHO	Confirmed impacts – UST Sites 957 and 970 (T0609592161) combined RWQCB Order # 00-064 due to merged/undistinguishable groundwater contamination plumes; discussed with Subject Property above; upgradient
Novato Warehouse JTS Painting 803 State Access Rd Adjoining north	RCRA-LQG, HWTS, HAZNET	None likely – Generator of hazardous wastes including lead and halogenated (chlorinated) solvents 2008 and 2011, no violations or releases reported; downgradient
USCG Pacific Strike Team Facility Engineer Hanger 2 Building 390 Mismatched; 0.6 mile east	CERS HAZ WASTE, HWTS, HAZNET	None likely – Sufficient distance and downgradient of Subject Property

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HISTORICAL INFORMATION

Subject Property

Approximate Time Period	Occupant/Use	Risk to Subject Property ¹
1932 to 1993	Part of Hamilton Army Airfield (HAAF); transferred to the U.S. Air Force (1947); uses included gas stations, residential housing, and a dry cleaner; facility deactivated 1974 and residential housing units transferred to Navy in 1975 as DODHF-Novato; Navy operated PWC gas station out of Building 957 on the north-central section from 1975–1992 when USTs were removed	Confirmed impact – see Environmental Records Review
1993 to 2011	Housing facilities closed 1996 under the 1993 Round of Closure (BRAC III); Hamilton Reuse Planning Authority (HRPA) developed a reuse plan for DODHF Novato in October 1995; Hamilton Federal Credit Union, US Coast Guard Health Clinic, and U.S. Defense Department (~1995)	None likely
2006 to present	Navy conveyed ownership to NUSD; since redeveloped with NUSD District Maintenance and Operations Facility, North Bay Children's Center, Novato Charter School – NUSD, and South Novato Library	None likely

Surrounding Properties

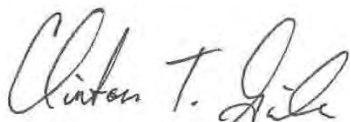
Direction	Historical Occupants and/or Uses	Risk to Subject Property ¹
North	Novato Village senior apartment homes (2019–present); Jerry Thompson & Sons, Inc Painting & Decorating (~2008–2012)	None likely - downgradient
South	NEX Service Station on southwest adjoining Hamilton Square Parcel 1970–1995; 3 USTs removed 1995–1996; Meadow Park/master-planned affordable multi-family housing community/former DODHF residences (~1963–present); sand and gravel surface mine and surrounding land (~1951–1963)	Confirmed impact – see Environmental Records Review
East	Pacific Railroad (pre-1914–present); private residences (~1986–present); Novato Hamilton Smart Train Station (~2016–present)	None likely
West	Multi-family residential (~1986–present)/former Hamilton Air Force Base housing (~1951–1986)	None likely

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FINDINGS/RECOMMENDATIONS

Based on regulatory environmental records information and historical sources, this Desktop Environmental Study has revealed the following environmental concerns in connection with the Subject Property:

- Confirmed/residual soil and groundwater contamination from UST releases at the NEX service and PWC gas stations and releases from suspected former wash pad operations south of former Building 965, all of which were as associated with the historical HAAF and Navy DODHF Novato that previously occupied the Subject Property from 1932 to 2011.



Clinton Gibson, CHMM
Environmental Diligence Manager



Tim Riddle, P.G.
Principal Geologist

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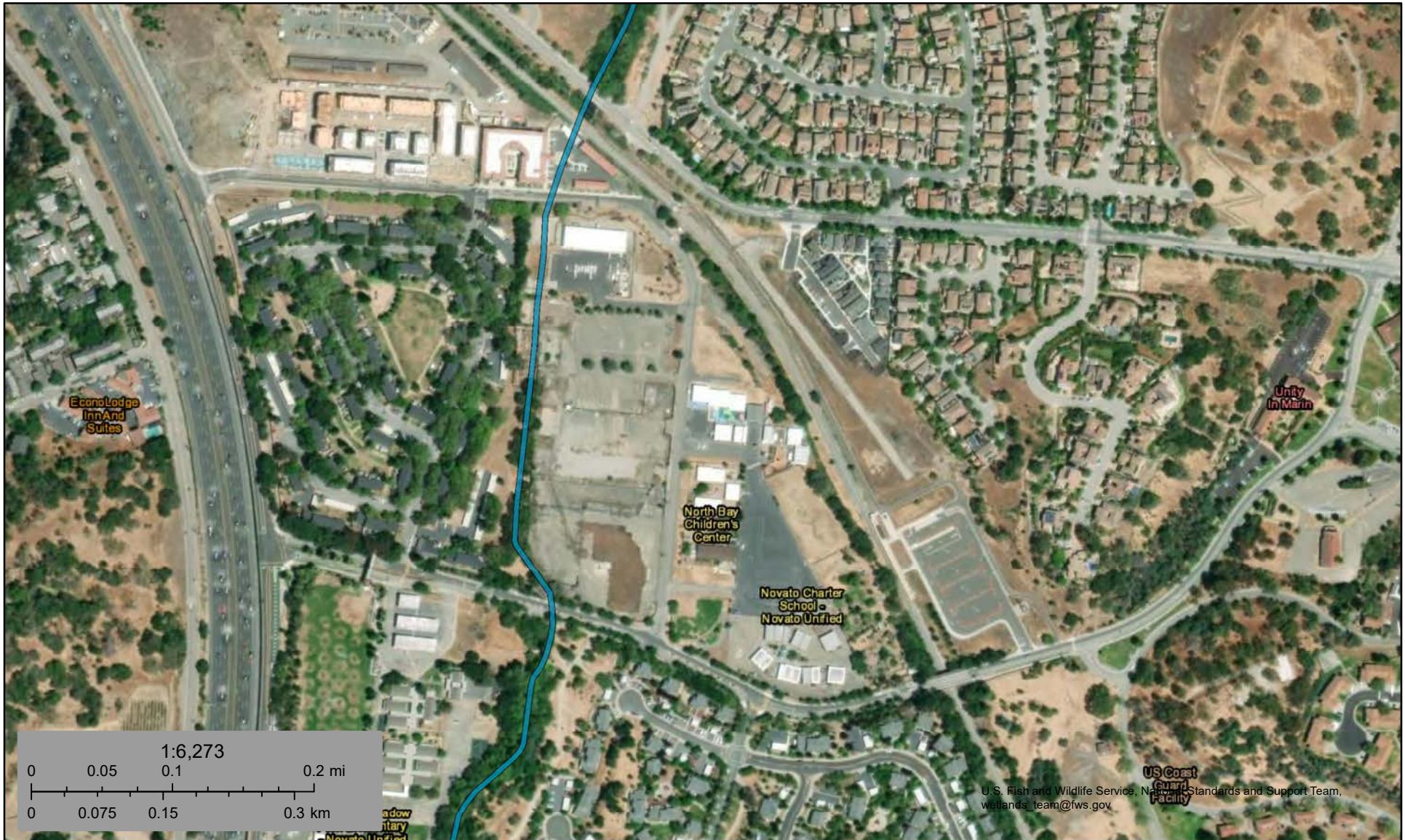


U.S. Fish and Wildlife Service

National Wetlands Inventory

NUSD - Hamilton Parcels

DRAFT



May 6, 2024

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

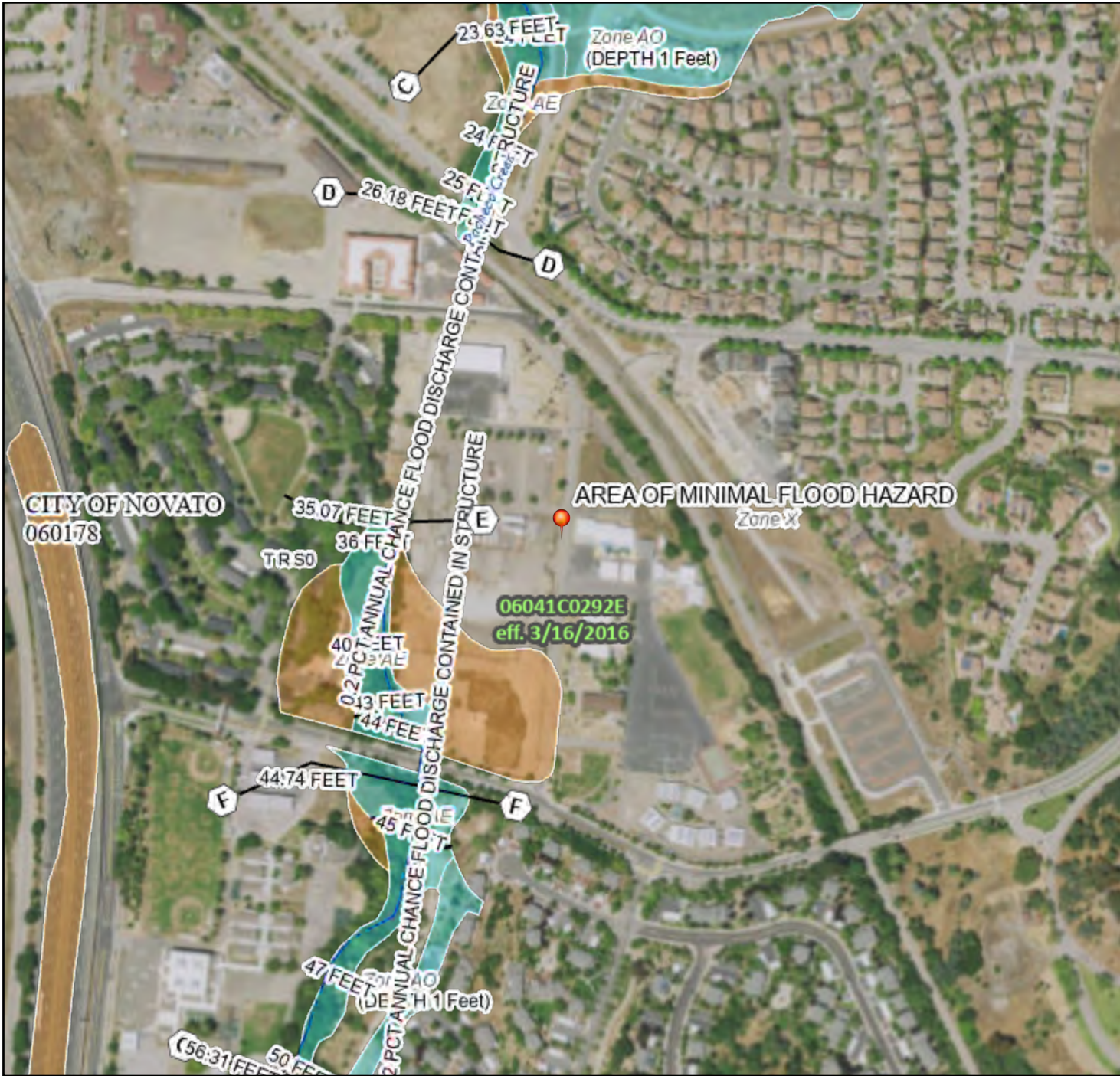
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Flood Hazard Layer FIRMette



122°31'52"W 38°3'41"N



1:6,000

122°31'15"W 38°3'13"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance Water Surface Elevation
		Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/6/2024 at 5:10 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

May 20, 2024

Mr. Alan M. Katz, President
Brookwood Partners
45 Baywood Avenue
San Francisco, California 94111

Condition of Title Guarantee Review
Strata Environmental Project No. 2452939

Dear Mr. Katz,

Strata's review of the Condition of Title Guarantee dated May 1, 2024, and referenced (hyperlinked) records regarding environmental restrictions at the Subject Property revealed the following:

- Parcels 3 (former combination of two current Marin County Parcels 157-980-03 & 04), 1A (157-980-07) and 1B (157-980-08), were released by the United States of America via the Secretary of Education (Grantor) to NUSD (Grantee) for one dollar each via Quitclaim deeds in 2002, 2009, and 2012.
- Compliance with all specified provisions of the National Environmental Policy Act of 1969, the National Historic Preservation Act of 1966, and those governing floodplains, wetlands or the future use of the Subject Property is required for all parcels.
- Any future response action or corrective action found to be necessary shall be conducted by the United States of America, unless caused by the NUSD.
- NUSD must provide federal and state environmental agencies and their contractors and subcontractors access to the Subject Property in any case in which a response or corrective action is necessary, which also includes the right do basically whatever is necessary to investigate or undertake any necessary remedial or correction action.
- Lead-based paint provisions should no longer apply because all structures constructed before 1978 have since been razed.
- Asbestos requirements have essentially been dealt with because, except for possible roofing materials, the presence of asbestos-containing building materials (ACM) in any significant quantity in current site buildings is unlikely because all buildings constructed prior to 1981 have been razed.
- NUSD is advised by Grantor of potential future activities NUSD might conduct while developing Parcel 3 that could cause contaminant plume migration onto Parcel 3 (two southeast parcels) from the UST 957/970 site.
- NUSD is indemnified and held harmless by the United States of America from future financial liability arising from contamination on the Subject Property due to past Department of Defense use.
- Soil or groundwater removal and disposal must be conducted in accordance with all federal, state, and local regulations.

- Variance or termination of any restrictions and requirements requires prior written approval by California Department of Toxic Substance Control (Department) and Regional Water Quality Control Board (RWQCB), as well as application submission to and approval by the United States of America.

Covenants to Restrict Use of the Property (CRUP) and Environmental Restrictions for Exchange Triangle Parcel 1B and 1A, recorded 3/13/2009 and 11/18/2011, are summarized as follows:

- A groundwater plume (predominately methyl tert-butyl ether [MTBE]) originating from UST releases at two former Department of Navy (DON) fueling and service stations underlies Parcel 1B and 1A; the aerial extent is shown in the Finding of Suitability of Transfer (FOST), executed August 30, 2004, and First Amendment to the FOST dated 10/29/2004; *see attached Approximate Extent of MTBE in Groundwater (May 2008) provided by Strata.*
- Written notice to any transferee (buyer or tenant) that a release of hazardous substances has come to be located on or beneath the Property is required prior to the sale, lease, or rental of the Property. This would require notification to tenants.
- Dewatering or actions that could affect the groundwater plume require a DON, Department, and RWQCB approved work plan.
- Disturbance or use of existing groundwater monitoring wells and installation of groundwater production wells requires DON, Department, and RWQCB approval.
- Any extraction of contaminated or polluted groundwater must be conducted in accordance with all federal, state, and local laws and regulations.
- Petroleum hydrocarbon soil contamination, primarily naphthalene, exists within a 90 ft x 120 ft area around the former UST 957 Site on the east side of Parcel 1A at depths greater than 5 feet. Soil disturbance at or below 3 feet within this area, *as shown on attached Exhibit B Underground Storage Tank #357 Plus 3' Buffer Zone*, requires a DON, Department, and RWQCB approved soil management plan and excavated contaminated soil removal and disposal in accordance with applicable federal, state, and local laws and regulations. No further corrective action is required for soils in this area other than implementation and enforcement of these institutional controls.
- Chlorinated solvent soil gas contamination, though trending down, remains above risk-based screening levels for residential use on the former Building 965 area warranting residential use restriction. *See Limit of Building 965 Area on attached Map of Legal Description revised 6/28/2011.*
- Except for the Building 965 Area, Remedial Action Objective for soil has been met, no further corrective action for soil is required, and the rest of the Subject Property has been deemed suitable for residential use.
- Construction and/or operations shall not interfere with ongoing corrective actions. *It is Strata's understanding that all corrective actions have ceased.*
- Department and RWQCB have reasonable right of entry for investigation, monitoring, and remedial actions.

Mr. Alan Katz
May 20, 2024
Page Three

- Owner (NUSD or its successor) must conduct an annual review and submit a letter report annually to the Department and RWQCB summarizing compliance with all terms of the Covenant. *NUSD should already be doing this.*
- NUSD must notify the Department and RWQCB of any disturbance or repair to any remedial measures or groundwater monitoring system equipment.
- Failure to comply with Covenant could require modification or removal of improvements.

If you have questions or require additional information, please advise.

Sincerely,

STRATA ENVIRONMENTAL SERVICES, INC.



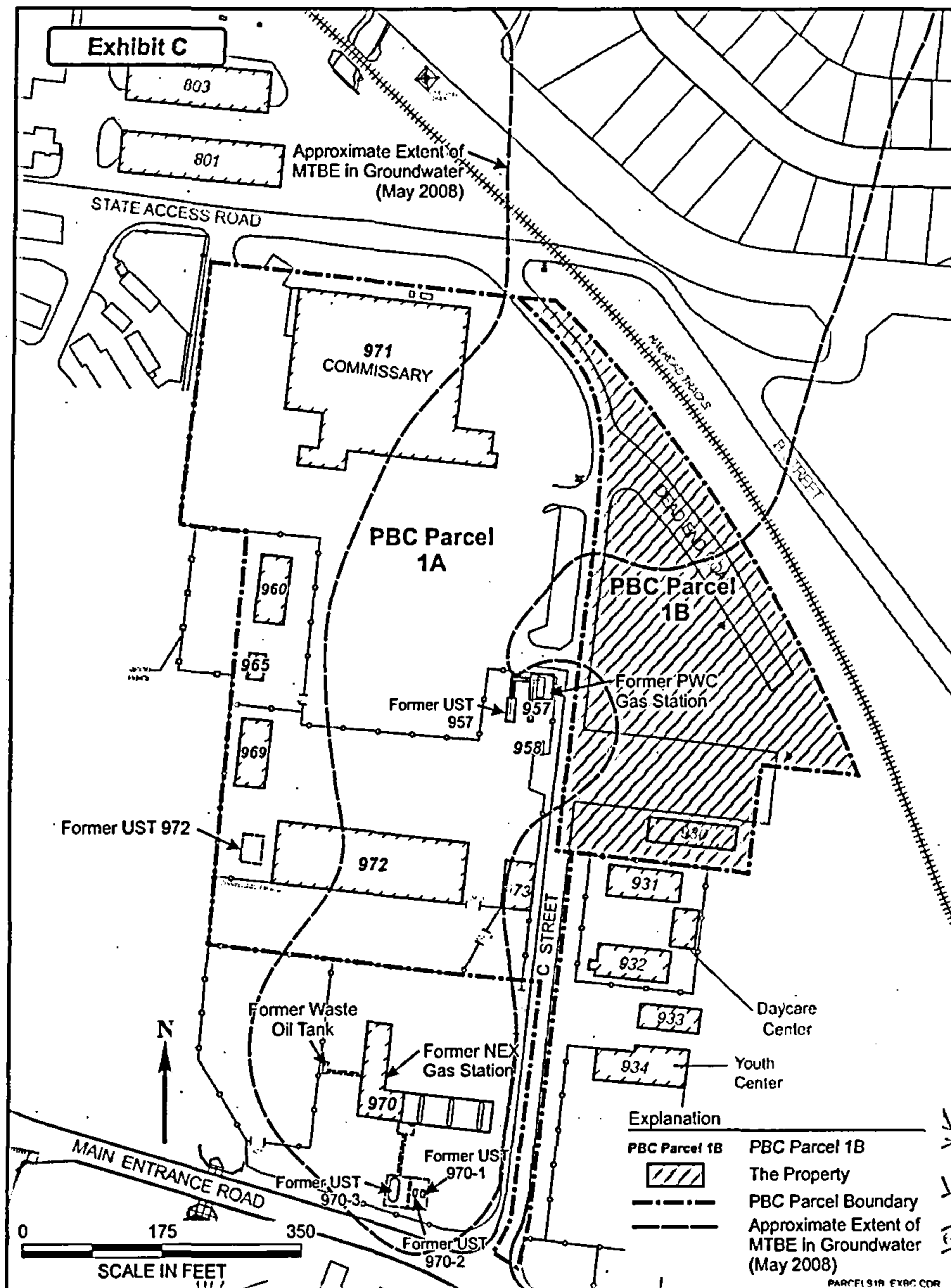
Clinton Gibson, CHMM
Environmental Diligence Manager

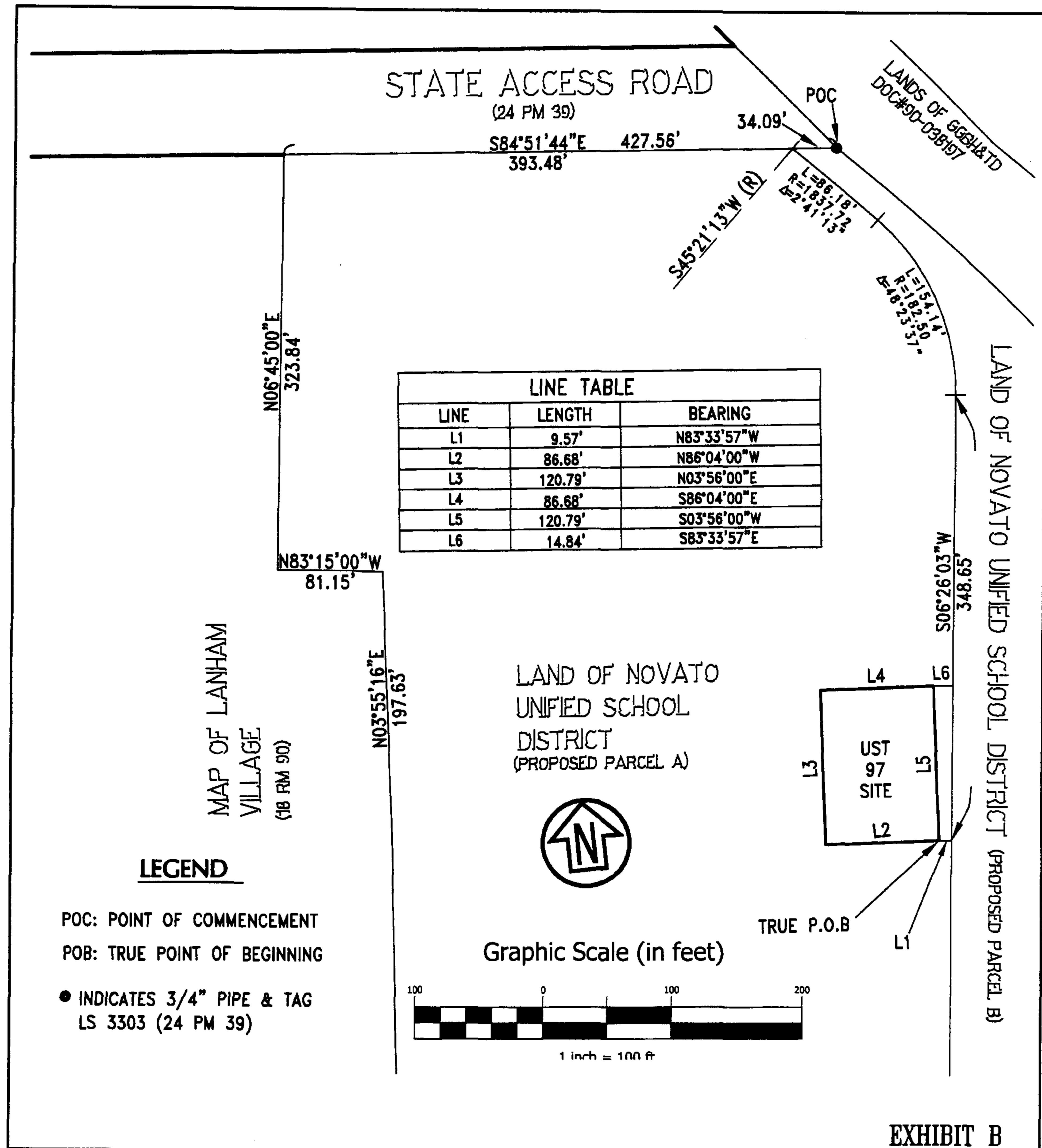


Kevin D. Parr, P.E.
President

CTG:KDP/jao

Enclosures





CSW
[St]² CSW/STUBER-STROEH
ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
790 DeLong Ave., Novato, CA. 94945-3246
(415) 892-4763 FAX (415) 892-4502
© 2004

REV. 3-24-06

03/06/06

SCALE: 1"=100'

UNDERGROUND STORAGE
TANK #957, PLUS 3' BUFFER ZONE
HAMILTON FIELD

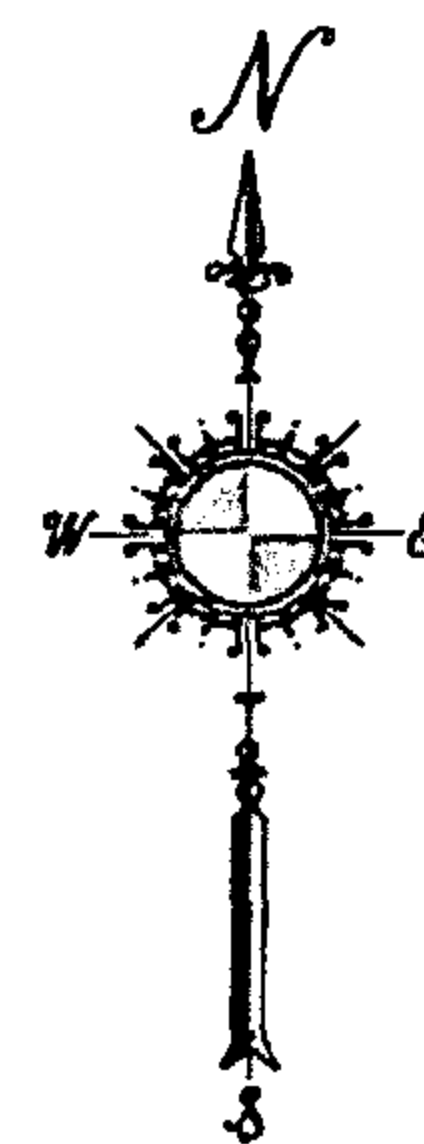
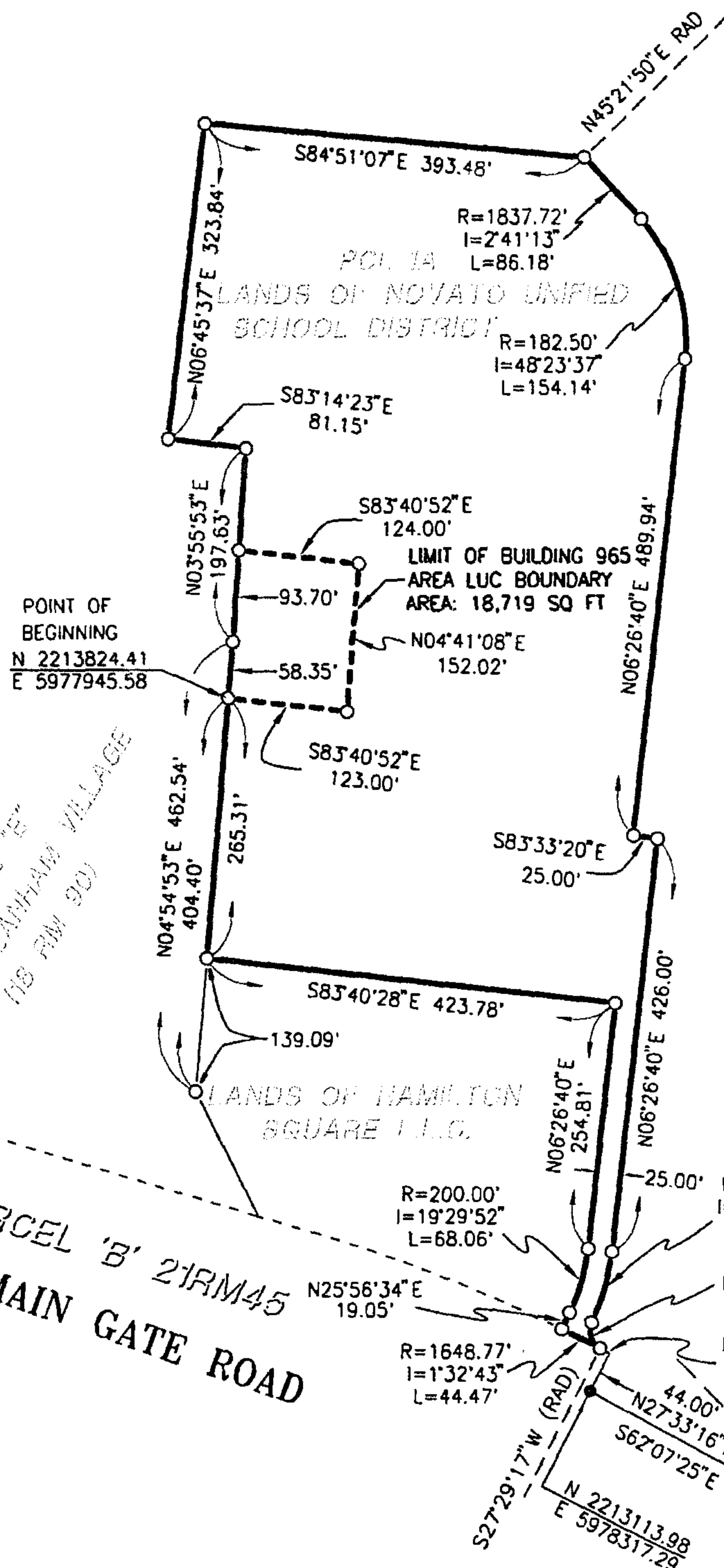
NOVATO

MARIN

CALIFORNIA

JOB# 4102105 & 5102107

ACCEPTED
3/30/06
THP - CADASTRAL



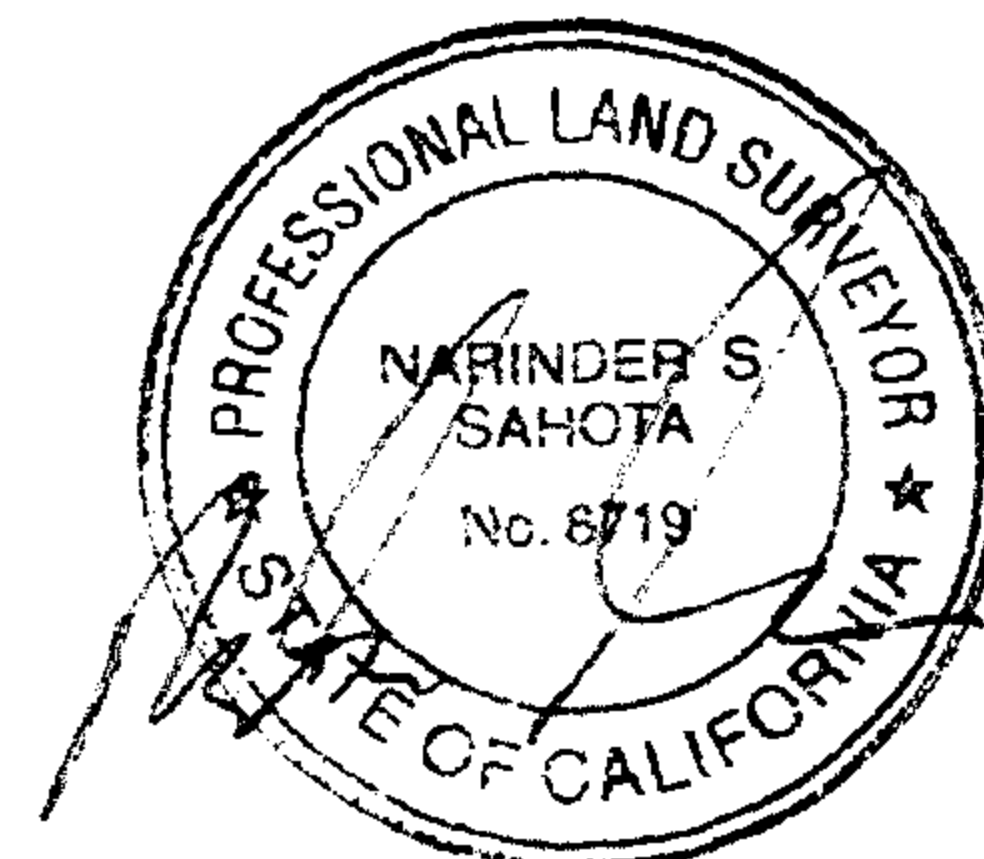
SCALE 1" = 200'

LEGEND:

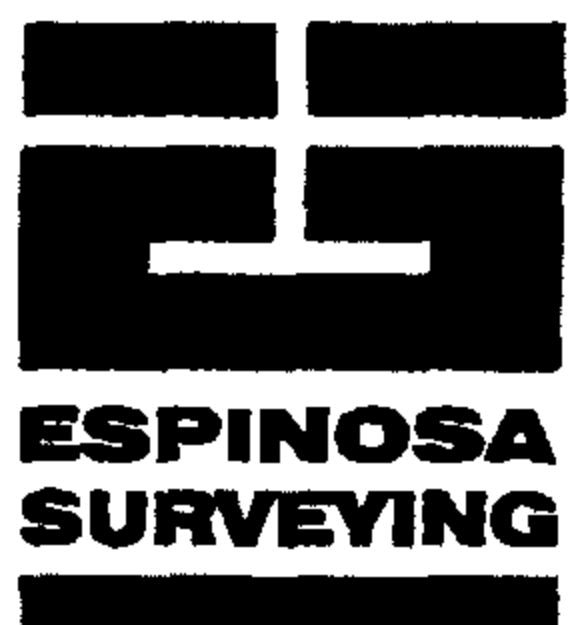
- INDICATES ANGLE POINT NOTHING SET
- FOUND 3" BRASS CAP MONUMENTS
- EXISTING ROW LINES
- EXISTING PROPERTY LINE
- "LIMITS OF BUILDING 965 AREA LUC BOUNDARY"

BASIS OF BEARINGS:

THE BASIS OF BEARINGS SHOWN HEREON ARE CALIFORNIA COORDINATE SYSTEM ZONE 3, NAD 83. VALUES BETWEEN PID NUMBERS "DE8062" AND "JT9612" EPOCH DATE: 2007.00 TAKEN TO BE S82°19'03"E CALCULATED FROM DATA SHEETS. MULTIPLY BY 0.999944105 TO OBTAIN GRID DISTANCES. ALL DISTANCES SHOWN HERE ARE GROUND DISTANCES.



7-13-11



5654 S. Elm Ave.
Easton, CA 93706
tel 559.442.0883
fax 559.442.0884
email
info@espls.com

MAP OF LEGAL DESCRIPTION
PUBLIC BENEFIT
CONVEYANCE TO
NOVATO UNIFIED SCHOOL DISTRICT
CITY OF NOVATO, COUNTY OF MARIN
STATE OF CALIFORNIA

JOB NO. 11040MX
DRAWN BY: N.SAHOTA
START DATE: 05/20/11
REVISE DATE: 06/28/11
SCALE: 1" = 200"
SHEET 2 OF 2

DESKTOP ENVIRONMENTAL STUDY



**5 San Andreas Drive and 1 Redbud Court
Novato, California
May 13, 2024**



SUBJECT PROPERTY INFORMATION

Parcel Information

Subject Property Size	25.62 acres total (0.17-acre, 3.89-acre, and 21.56-acre parcels)
County	Marin County
Subject Property Identification Number	124-293-09, 124-010-09, 124-010-08
Subject Property Owner	Novato Unified School District (NUSD) and City of Novato
Zoning	PD and PL – Planned District and Parkland

Building Information

Number of Buildings	None
Building Size	N/A
Building Age	N/A
Other Structures	None – two Conex shipping containers on property west side

Physical Setting Characteristics

Topography	Gently sloping south
Estimated Depth to Groundwater	8 ft to 13 ft
Inferred Groundwater Flow Direction	Inferred south-southeast
Closest Water Body	Novato Creek
Wetlands	Freshwater forested/shrub wetland on east side; freshwater forested/shrub wetland and freshwater emergent wetland on west side
Flood Zone	Area of minimal flood risk

ENVIRONMENTAL RECORDS REVIEW

The EDR Report did not identify the Subject Property in the standard information sources searched.

Adjoining Properties

Site Name Address Position to Subject Property	Notable Database Listing(s)²	Risk to Subject Property¹ – Evaluation/Comments
Texaco (Former Exxon); Bills San Marin Texaco; Texaco SS #21200; Texaco 200 San Marin Dr Northwest adjoining	UST FINDER RELEASE; UST; ENVIROSTOR; LUST (2); ENF; HIST CORTESE; CORTESE; HWTS; HAZNET; CERS	None likely – Historical gas station/service station (1968-1983); (2) 10,000-gallon gasoline underground storage tanks (USTs), (1) 6,000-gallon gasoline UST, and (1) 550-gallon used oil UST, removed May 1984; soil and groundwater impacted; LUST case granted closure 10/10/2000; see discussion below; upgradient
Mary Anzalone 15 Romero Court East adjoining	RCRA NONGEN/NLR	None likely – Verified not a hazardous waste generator, no RCRA violations found; no releases report; crossgradient
Pennypacker, Sally 175 San Andreas Dr West adjoining	RCRA NONGEN/NLR	None likely – Verified not a hazardous waste generator, no RCRA violations found; no releases report; crossgradient
Michael Landeros 151 San Andreas Dr West adjoining	RCRA NONGEN/NLR	None likely – Verified not a hazardous waste generator, no RCRA violations found; no releases report; crossgradient
Fairfax French Cleaners 173 San Marin Dr. ~400-feet northwest	SLIC REG 2 EMI CERS	None likely – Volatile organic compounds (VOCs), primarily tetrachloroethylene (PCE) and, to a lesser degree trichloroethylene (TCE), detected in soil vapor, soil, and groundwater in 1996; groundwater monitoring from 1997 to 2012 demonstrate stable chlorinated solvents plume present in shallow groundwater extending ~500 south (downgradient) of cleaners; historical groundwater data also demonstrate consistent decrease in PCE concentrations; leading edge of solvent plume ~270 feet northwest of Subject Property; California Regional Water Quality Control Board (RWQCB) approved Revised Low-Threat Case Closure and Site Management Plan Reports 05/26/2020 but awaiting draft Land Use Covenant and other requested technical reports before granting case closed status; no reports of chlorinated solvents being encountered during past investigations at adjoining Texaco site, which is between Subject Property and cleaners

¹Actual or potential threat of significant adverse effects (i.e., contamination above a regulatory standard) on the Property by release(s) of hazardous substances or petroleum to the environment.

²Only listings judged by Strata Environmental Services, Inc. to be significant and/or relevant to the environmental condition of the Property, EDR Report and supporting documentation, have been uploaded to EIOS.

According to documents accessed via the California State Water Resources Control Board (SWRCB) online database GeoTracker, a Texaco service station operated on the northwest adjoining parcel from 1968 until it was closed in 1984 and later razed in 1990. The service station operated three gasoline USTs (2-10,000-gallon, 1-6,000-gallon) and one 550-gallon waste oil UST located ~60 feet upgradient from the Subject Property northwest boundary. Following complaints from the residents of the south adjoining condominiums, leaks from the USTs were discovered, which lead to the easternmost of the condominiums to be evacuated by the local health department. Texaco subsequently purchased the condominium building in 1980. Approximately 5,600 cubic yards of soil and ~8,200 gallons of groundwater were removed and treated during 15 years of investigations and remedial actions on the historical service station property and the south adjoining condominium properties. Investigation and remedial action included installation of a groundwater monitoring well network, semiannual and quarterly groundwater monitoring from 1993 to 2000, remedial excavations, and in situ treatment of groundwater. Two of the monitoring wells, MW-5 and MW-6, were installed on the Subject Property northwest boundary to delineate the southeast extent of contamination. Except for trace levels of benzene and xylenes only slightly above the laboratory detection limit reported in September 1995, petroleum contaminants were not detected in MW-5 and MW-6 from 1993 to 1997, when sampling of those wells ceased. Because groundwater monitoring data demonstrated effective remedial actions and a shrinking groundwater contamination plume, and residual contamination was no longer a threat to human health or the environment, the RWQCB granted no further action and case closure to the Texaco site on October 2, 2000. Based on the factors discussed and considering ~24 years of additional natural attenuation allowing for further degradation of residual contamination, past releases at the northwest adjoining former Texaco service station site do not pose a significant threat to the environmental condition of the Subject Property.

Strata judged all other listings in the Environmental Data Resources database report (EDR Report) for sites within the search radius, including those on the unplottable site list (sites that could not be mapped due to inaccurate or insufficient address data), to be hydrologically crossgradient or downgradient, a sufficient distance away, and/or hydrologically separated from the Subject Property and deemed them not a significant environmental risk to the Subject Property.

HISTORICAL INFORMATION**Subject Property**

Approximate Time Period	Occupant/Use	Risk to Subject Property ¹
Before 1914	Likely undeveloped	None likely
1914 to 1963	Majority of property undeveloped land; a road and several small buildings near west boundary and a large indiscernible building straddling the west property boundary, possibly for agricultural use (~1942–1963)	None likely
1963 to Present	Remains undeveloped until present; Conex shipping containers appear on northwest corner ca. 2009	None likely

Surrounding Properties

Direction	Historical Occupants and/or Uses	Risk to Subject Property ¹
North	Undeveloped land (1952–1968); graded for suburban development ca. 1963; Exxon, later Texaco, gas station/service station on northwest adjoining (~1968-1984); condominiums on northwest boundary (1973–present); single-family residences (~1982-present); former service station property undeveloped (1984–present)	None likely – contamination from Texaco LUST case treated and granted closure, see discussion above
South	Undeveloped land (1952–1968); single-family residences (1968–present)	None likely - downgradient
East	Undeveloped land (1952–1968); single-family residences (1968–present)	None likely – crossgradient
West	Indiscernible structures and road possibly agricultural (~1914 -1963), otherwise undeveloped; San Andreas Drive and single-family residences (1963–present)	None likely – crossgradient

FINDINGS/RECOMMENDATIONS

Based on regulatory environmental records information and historical sources, this Desktop Environmental Study has revealed no obvious environmental concerns in connection with the Subject Property. If Brookwood and NUSD require additional information or greater certainty regarding the findings of this Desktop Environmental Study, further investigation would be required.

Nick McConnell
Environmental Scientist

Clinton Gibson, CHMM
Environmental Diligence Manager

¹Actual or potential threat of significant adverse effects (i.e., contamination above a regulatory standard) on the Property by release(s) of hazardous substances or petroleum to the environment.

LIMITATIONS

Strata Environmental Services, Inc. (Strata) prepared this report for the exclusive use of Brookwood and NUSD (the client), its representatives, successors, and assigns. Reliance on the information and conclusions in this report by any other person or entity is not authorized without the written consent of Strata. The client may provide a copy of this report to another party as a courtesy only; use or reliance upon this report by any other party in making decision(s) relative to this Subject Property is at their own risk and not that of Strata. Strata accepts no responsibility or liability for others' use of this report.

The Desktop Environmental Study is only intended as a preliminary and general overview of the Subject Property for the purpose of identifying recognized environmental conditions as defined by American Society for Testing and Materials (ASTM) Practice E1527-21 and is not to be considered an ASTM Phase I Environmental Site Assessment or ASTM Transaction Screen of the Subject Property. It should not be used to seek liability protection under the innocent landowner defense of CERCLA. The client requested and ordered this study based on their knowledge of the Subject Property. Therefore, Strata assumes no liability in the selection of the appropriate level of due diligence for this Subject Property or the proper identification, location and/or address of the Subject Property as provided by the client.

This Desktop Environmental Study was prepared using reasonably ascertainable records information from government agencies and other standard sources purchased from commercial services. Strata assumes information obtained to be correct and has made no independent investigation as to the accuracy or completeness of the information gained. Strata also cannot guarantee the accuracy or interpretations by others except where evidence suggested such information to be incomplete or inaccurate and such information had significant bearing on matters under assessment.

This Desktop Environmental Study did not include a site inspection, intrusive sampling of environmental media, or interview of knowledgeable parties of the Subject Property such as current or past owners, operators, or tenants, or government agencies. This study may include an evaluation of the nature and extent of potential contamination, but this evaluation is a professional judgment based on interpretation of available government environmental records, investigations, geological and hydrogeological reports for the Subject Property and vicinity, experience with apparently similar properties, and other relevant information. The information contained in this report is deemed reliable; however, Strata cannot guarantee that all hazardous or potentially hazardous conditions have been identified or located.









All findings and conclusions of this study are based solely on the sources and data reviewed, and facts and circumstances as they existed during the period of preparation of this report and are further limited by the mutually agreed upon purpose, scope, budget, and schedule. This study is not intended to be exhaustive in scope or imply a risk-free Subject Property. Any change in fact or circumstance upon which this report is based may affect the expressed findings and conclusions of this report. Should this occur, Strata reserves the right to modify its opinion(s), as necessary.

Strata makes no warranties, expressed or implied, as to marketability of the Subject Property or fitness for a particular use. This report is intended to be used in its entirety; taking or using excerpts from this report is not permitted and any party doing so does at its own risk. Information in this report is not to be construed as legal advice.



May 9, 2024

Wetlands

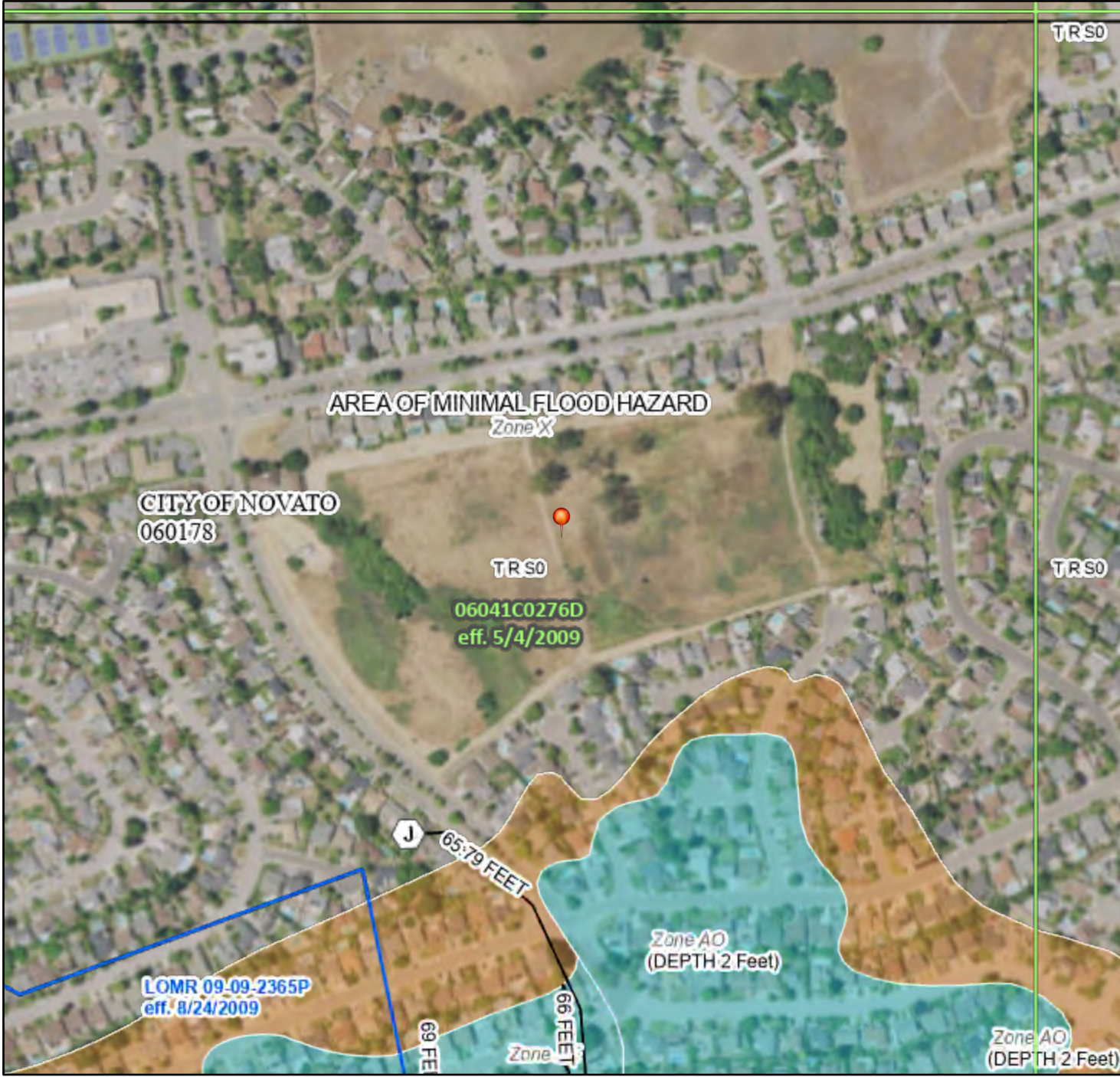
- | | | |
|--|---|--|
|  Estuarine and Marine Deepwater |  Freshwater Emergent Wetland |  Lake |
|  Estuarine and Marine Wetland |  Freshwater Forested/Shrub Wetland |  Other |
| |  Freshwater Pond |  Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Flood Hazard Layer FIRMMette



122°36'12"W 38°7'30"N



0 250 500 1,000 1,500 2,000 Feet

1:6,000

122°35'35"W 38°7'2"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/9/2024 at 11:18 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

MEMORANDUM

TO:	Chris White, Brookwood Partners chriswhite@brookwood.partners	FROM:	Justin Semion, WRA, Inc. semion@wra-ca.com
CC:			
DATE:	June 7, 2024		
SUBJECT:	Permitting Assessment for the 5 Andreas Drive Surplus Land Development Project		

Purpose and Scope

The purpose of this memorandum is to provide information to assist project planning and environmental scoping for the potential 5 Andreas Drive Land Surplus Development Project. The project involves a potential residential development of the Novato Unified School District property at 5 Andreas Drive (Project). Table 1 below identifies regulatory agencies whose approvals are required if work related to the Project will affect any potentially regulated biological and/or aquatic resources within the project area. WRA previously completed mapping of potential sensitive vegetation communities on the site as part of a 2018 site assessment. That previous map is generally consistent with site conditions observed during a second site visit completed on April 29, 2024, which some minor modifications to the potential extent of wetland areas.

Highlights from the constraints assessment are:

- Sensitive aquatic communities within the Study Area include seasonal wetlands, freshwater marsh, intermittent stream, pond, and riparian areas. Impacts to these areas can be permitted, but avoiding those sensitive aquatic communities as much as feasible is advised to minimize challenges associated with those permits related to schedule and mitigation costs. Because these aquatic areas do not have a direct surface connection with a “navigable water”, they would not be jurisdictional under the federal Clean Water Act. They would, however, be jurisdictional under State law¹.
- The property contains aquatic areas that are suitable for amphibian populations, and tadpoles that are likely Pacific tree frogs (*Pseudacris regilla*) were observed during the site visit. There are nearby occurrences of the federally threatened California red-legged frog (*Rana draytonii*) in the open space areas near the property. While the developed areas surrounding the property create barriers to dispersal that mean it is unlikely that California red-legged frog is present on the property, focused surveys for this species are recommended as the project moves forward with planning.

¹ The finding of jurisdiction is based on current federal Clean Water Act jurisdictional guidance in place at the time of this memo. Recent Supreme Court decisions and associated changes to federal regulations have significantly reduced the scope of federal jurisdiction over aquatic resources.

- An area with relatively high density (varying from 15-40% cover) of meadow barley (*Hordeum brachyantherum*) was observed during the 2024 site visit, and was not noted during the previous site visit. Based on a review of the Manual of California Vegetation and the California Department of Fish and Wildlife list of sensitive natural communities, areas with 30% or higher cover by meadow barley would be considered a “sensitive natural community”. Impacts to sensitive natural communities are required to be analyzed under the California Environmental Quality Act (CEQA) and mitigation is required if impacts are considered significant. WRA has observed higher than typical distribution and density of this species at many other locations in Marin during the spring of 2024, likely due to higher rainfall in 2023 and 2024. We recommend that the area be monitored to determine if the population observed in 2024 is an anomaly due to rainfall, or if it would need to be mapped and analyzed as a sensitive natural community under CEQA. Discrete vegetation sampling to determine the extent of the area exceeding 30% cover is also recommended if the community persists.
- If impacts to sensitive aquatic resources or sensitive vegetation communities occur as a result of project development, we recommend reserving areas within the property as open space which can be used to complete that mitigation. Project alternatives that WRA has been shown do include open space areas which could be used to accomplish that mitigation. We recommend incorporating mitigation planning into concept designs for the project as planning moves forward. WRA can provide assistance with the specifics of that planning as needed.
- For scheduling purposes, we recommend allowing 18-24 months for the combination of CEQA documentation, permit processing, and associated technical studies if aquatic resources permits are needed. If aquatic resources permits are not required, we recommend allowing approximately 12 months for CEQA and associated technical studies. Both of these timelines begin after the planning application (or equivalent) has been submitted to the City of Novato.
- We recommend also completing a cultural resources review of the property to evaluate potential risk of cultural resources findings. Reviewing the findings of previous environmental planning (CEQA) documentation and/or planning approval records for surrounding subdivisions may be a helpful initial step to address this potential risk.

Potential Constraint	Potential Permitting/CEQA Risk	Recommendations
Ponded features are aquatic habitat suitable for amphibians	California red-legged frog are present in the hills surrounding the property. There are barriers to dispersal that make this species unlikely to occur on site, however, more detailed study is needed to provide higher degree of certainty as to the lack of red legged frogs on site. Federal Endangered Species Act does not allow adverse impacts to listed species or their habitat without a take permit. Take permits can be challenging processes that can take 18-24 months.	<ul style="list-style-type: none"> • Complete focused surveys for California red-legged frog • Avoid impacts to the central pond area and minimize impacts to other open waterways • Lack of U.S. Army Corps of Engineers jurisdiction may complicate approach to federal Endangered Species Act coverage, if coverage is required.
Wetlands were identified within the Study Area (seasonal wetland and freshwater marsh).	Impacts to wetlands require permits from the U.S. Army Corps of Engineers (USACE) and/or Regional Water Quality Control Board (RWQCB). Based on current USACE guidance, wetlands on site would not require a USACE permit, but would require a RWQCB permit. The RWQCB is likely to require a detailed alternatives analysis to justify allowing impacts to wetlands. Impacts to wetlands require mitigation through creation of wetland areas elsewhere on or off-site, or purchase of wetland credits at a mitigation bank. Mitigation can be a factor in overall project cost.	<ul style="list-style-type: none"> • As part of more detailed project planning, complete a formal wetland delineation to accurately determine the limits of wetland areas. • Plan to preserve open space areas on site that can be used for wetland mitigation. • Retain records of potential development alternatives considered for the property to assist in completing the RWQCB alternatives analysis.
Non-wetland waters are present within the Study Area (intermittent stream, ephemeral stream).	Impacts to streams are subject to the same permitting processes as for wetlands. Similarly, streams on site are RWQCB jurisdictional, but not USACE jurisdictional. It can be extremely difficult to find mitigation for impacts that cause the permanent loss of streams.	<ul style="list-style-type: none"> • Avoid direct impacts resulting in the loss of streams to reduce risk of challenges finding adequate mitigation. • Preserve open space areas containing streams and plan for enhancement of existing degraded streams.

Potential Constraint	Potential Permitting/CEQA Risk	Recommendations
Riparian habitat is present on site associated with streams (willow riparian forest)	Impacts to riparian habitat (e.g., removal of trees) require a permit from the California Department of Fish and Wildlife (CDFW). Mitigation is required for impacts that result in a permanent loss of existing riparian canopy. CDFW permits are typically conditioned to require extensive biological oversight during construction.	<ul style="list-style-type: none"> • Avoid and minimize impacts, particularly permanent loss of riparian habitats. • Preserve open space areas containing streams and plan for enhancement of existing degraded riparian habitat.
Sensitive terrestrial vegetation communities may be present on site (native grassland and valley oak woodland)	Impacts to sensitive vegetation communities must be evaluated under CEQA. If an impact is determined to be significant, mitigation is required in the form of habitat replacement or preservation.	<ul style="list-style-type: none"> • As discussed above, monitor the potential native grassland area on site to determine if it is a relatively persistent feature. • Plan for open space preservation with suitable meadow barley habitat as potential mitigation for native grasslands. • Minimize and avoid adverse impacts to valley oak woodland remnant located on-site in association with the remnant rock outcropping.
Potential habitat for special-status plants	Potential impacts to special status plants are required to be analyzed as part of CEQA documentation.	<ul style="list-style-type: none"> • Conduct a rare plant survey during the blooming period of species with potential to occur.
Protected trees	City Code may require replacement of trees removed if they meet thresholds described in the city Tree Ordinance. City schools may be exempt from these requirements.	<ul style="list-style-type: none"> • Complete a tree survey as part of CEQA documentation. Plan for replacement of removed protected trees.
Nesting birds	California Fish and Game Code prohibits impacts to active bird nests, eggs, and young.	<ul style="list-style-type: none"> • Complete initial ground disturbance between September 1 and January 31 (outside of the nesting season), or if construction is initiated within the nesting season (February 1 – August 31) complete a pre-construction breeding bird survey and avoid active nests.

Appendix E: Utilities Maps

ATTACHMENT E1

Meadow Annex



Stormwater System Maps

Source: MarinMap.org

Solid blue lines represent pipes

Dashed blue lines represent channels

ATTACHMENT E1

Hill Education Center



Stormwater System Maps

Source: *MarinMap.org*

Solid blue lines represent pipes

Dashed blue lines represent channels

ATTACHMENT E1

Hamilton

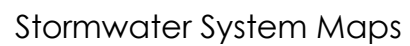


Stormwater System Maps

Source: *MarinMap.org*

Solid blue lines represent pipes

Dashed blue lines represent channels

San Andreas

Solid blue lines represent pipes
Dashed blue lines represent channels

ATTACHMENT E1

District Office



Stormwater System Maps

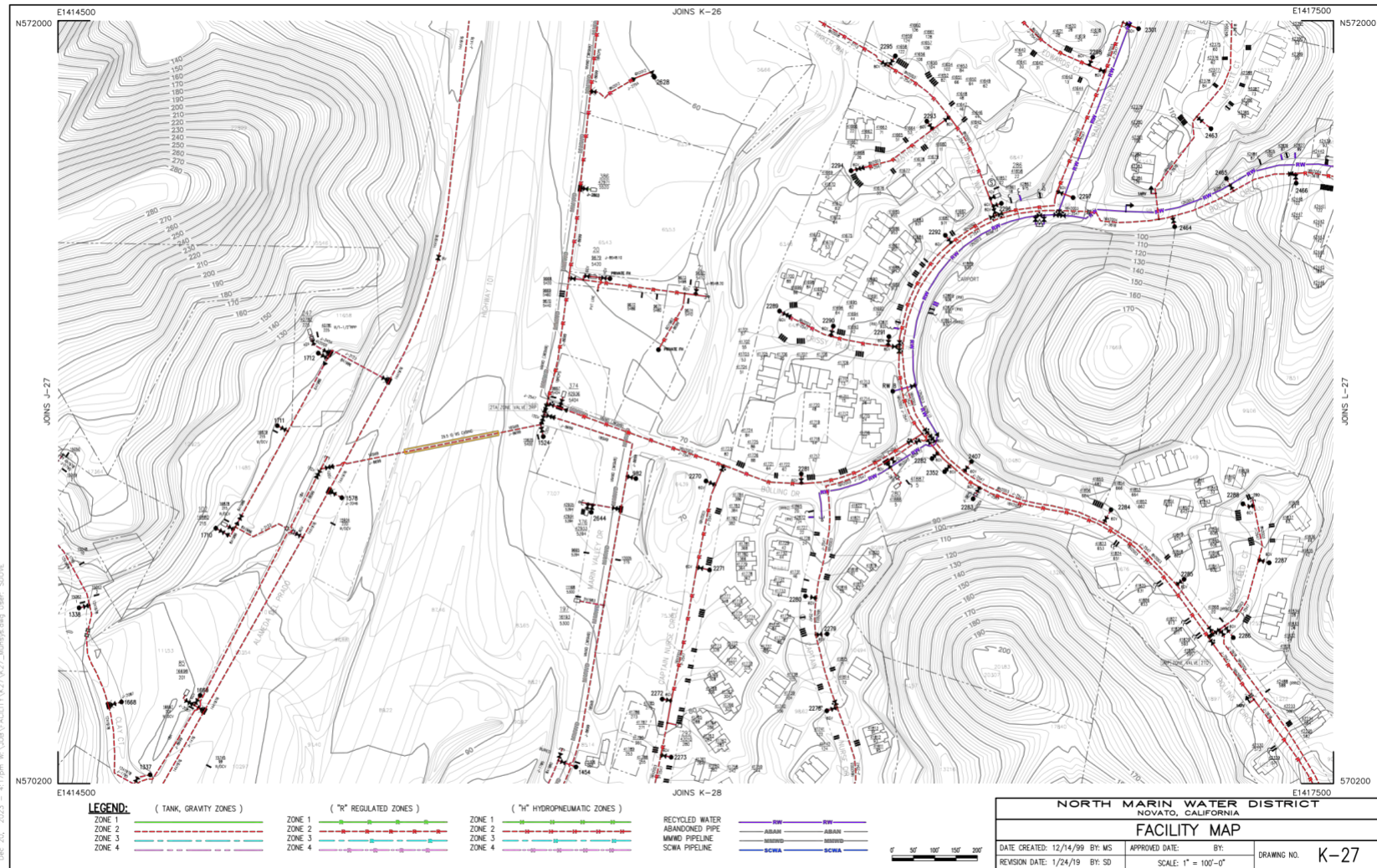
Source: *MarinMap.org*

Solid blue lines represent pipes

Dashed blue lines represent channels

ATTACHMENT E2

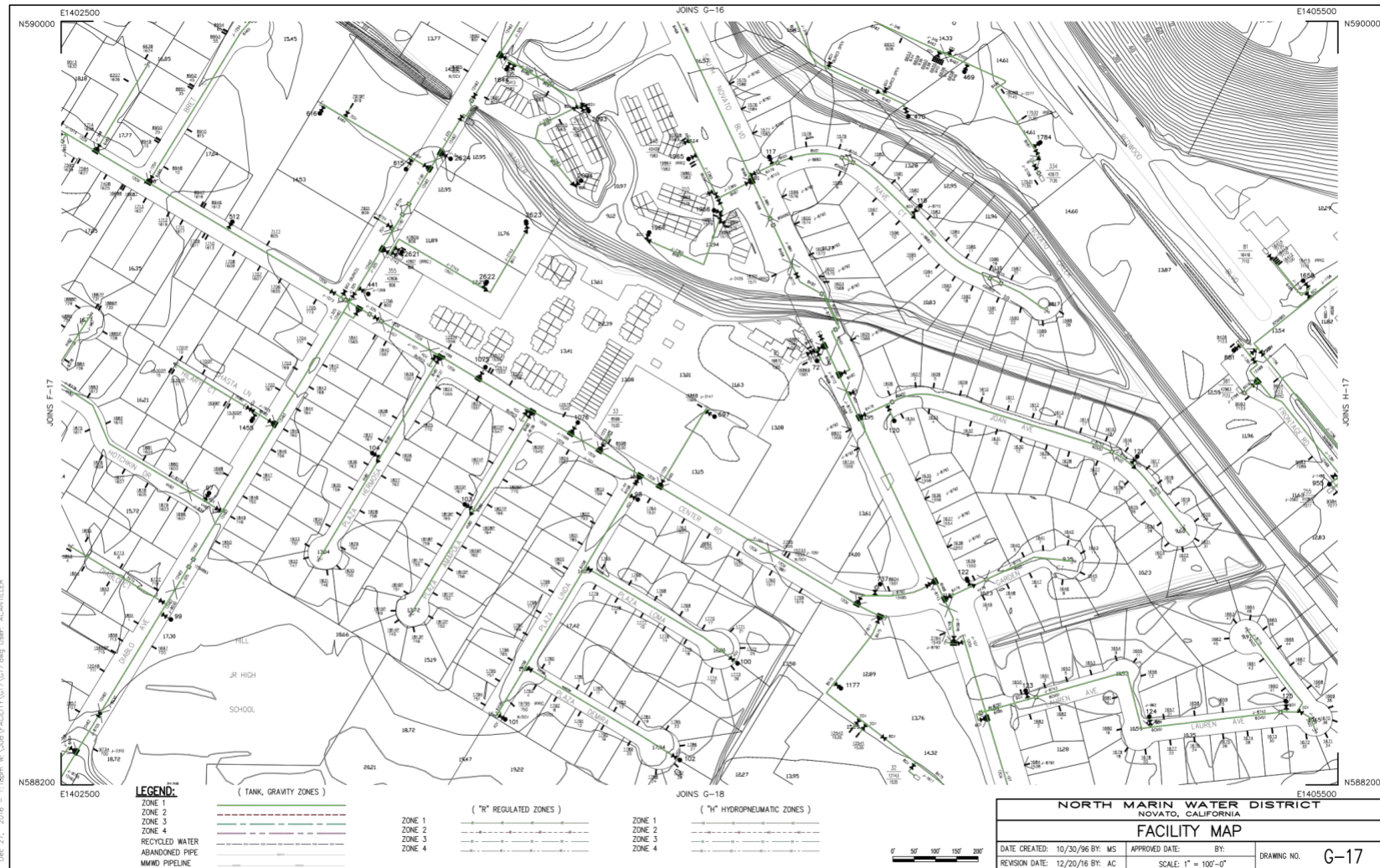
Meadow Annex



North Marin Water District System Maps
Source: North Marin Water District

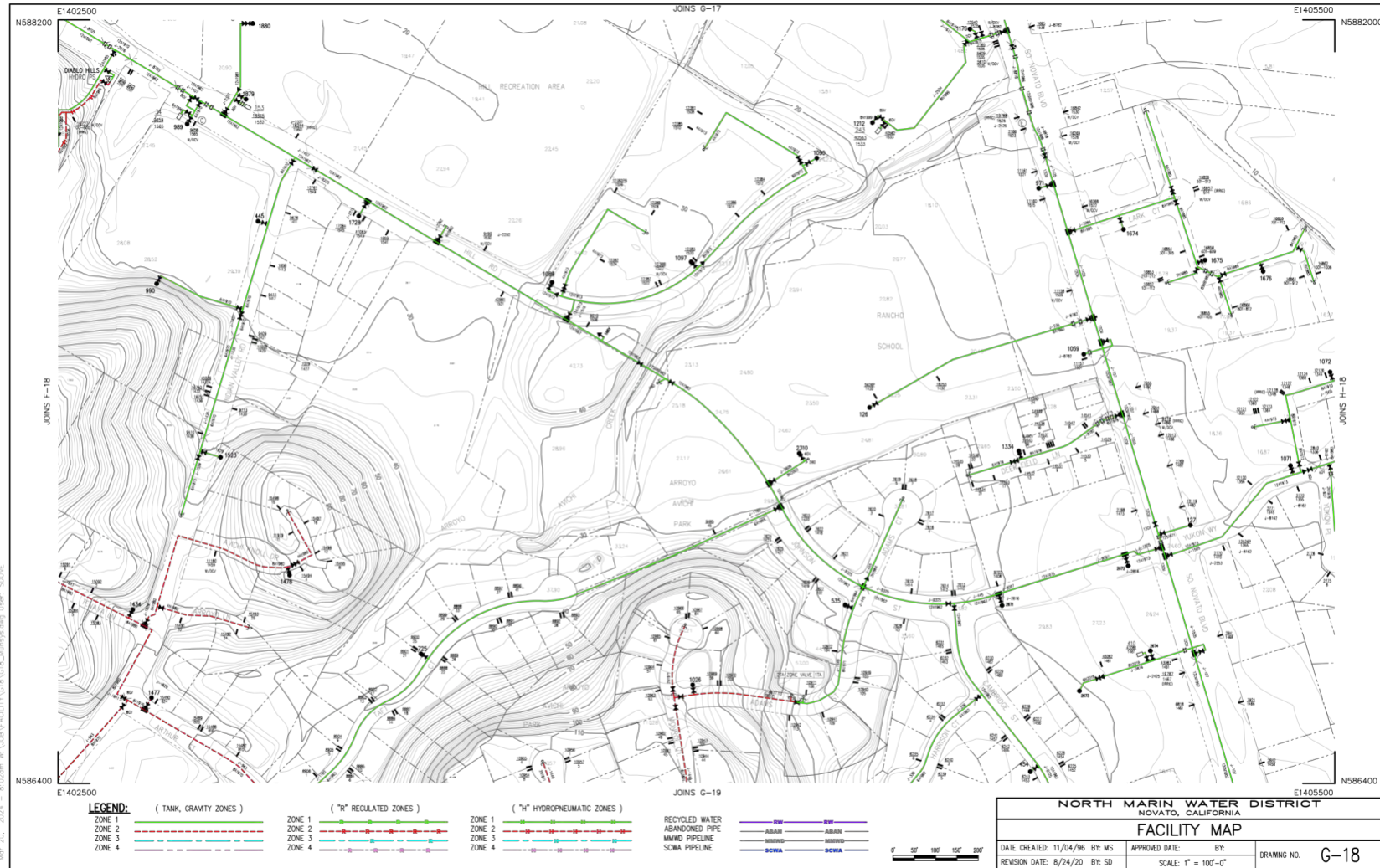
ATTACHMENT E2

Hill Education Center



North Marin Water District System Maps
Source: North Marin Water District

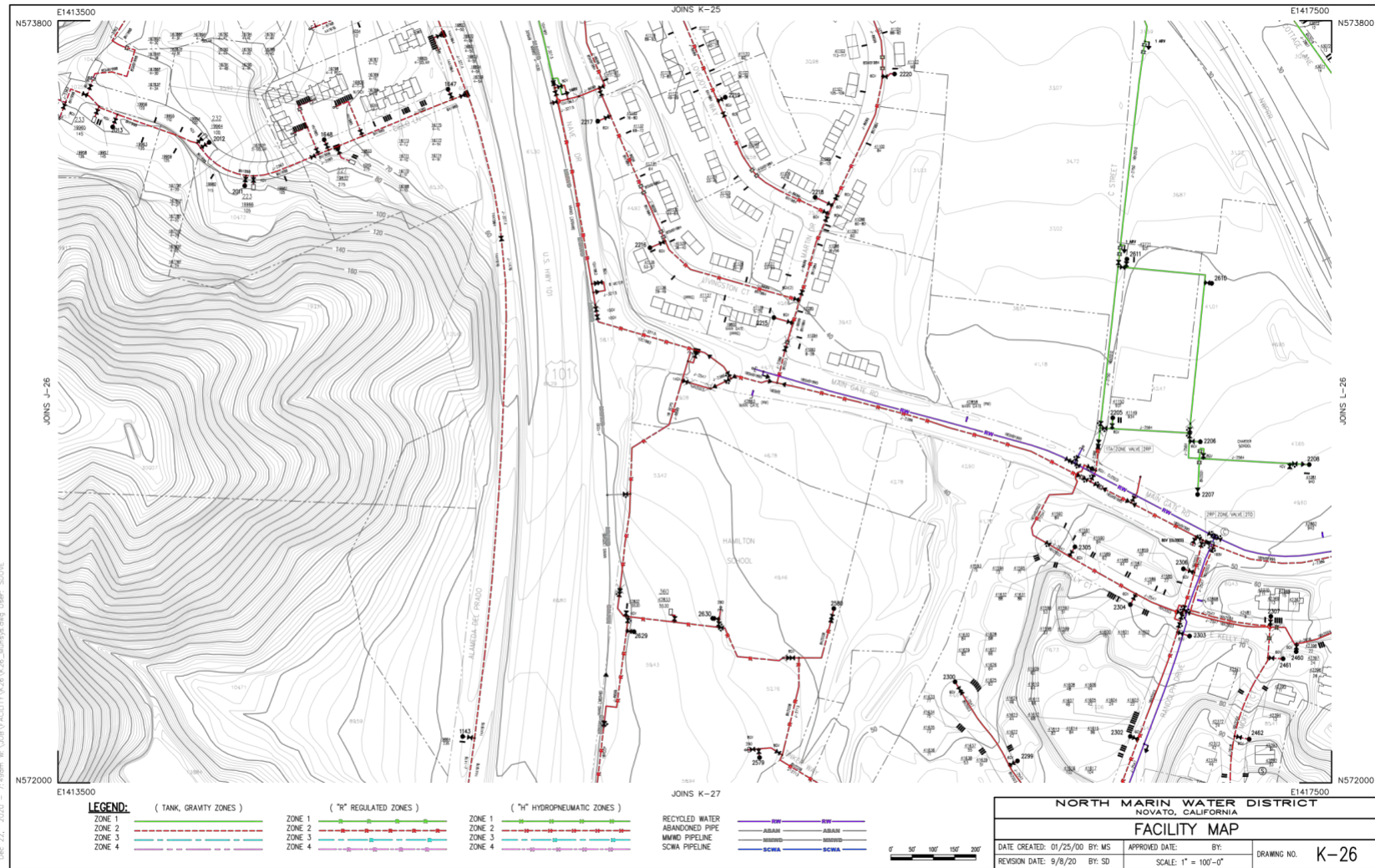
ATTACHMENT E2



North Marin Water District System Maps
 Source: North Marin Water District

ATTACHMENT E2

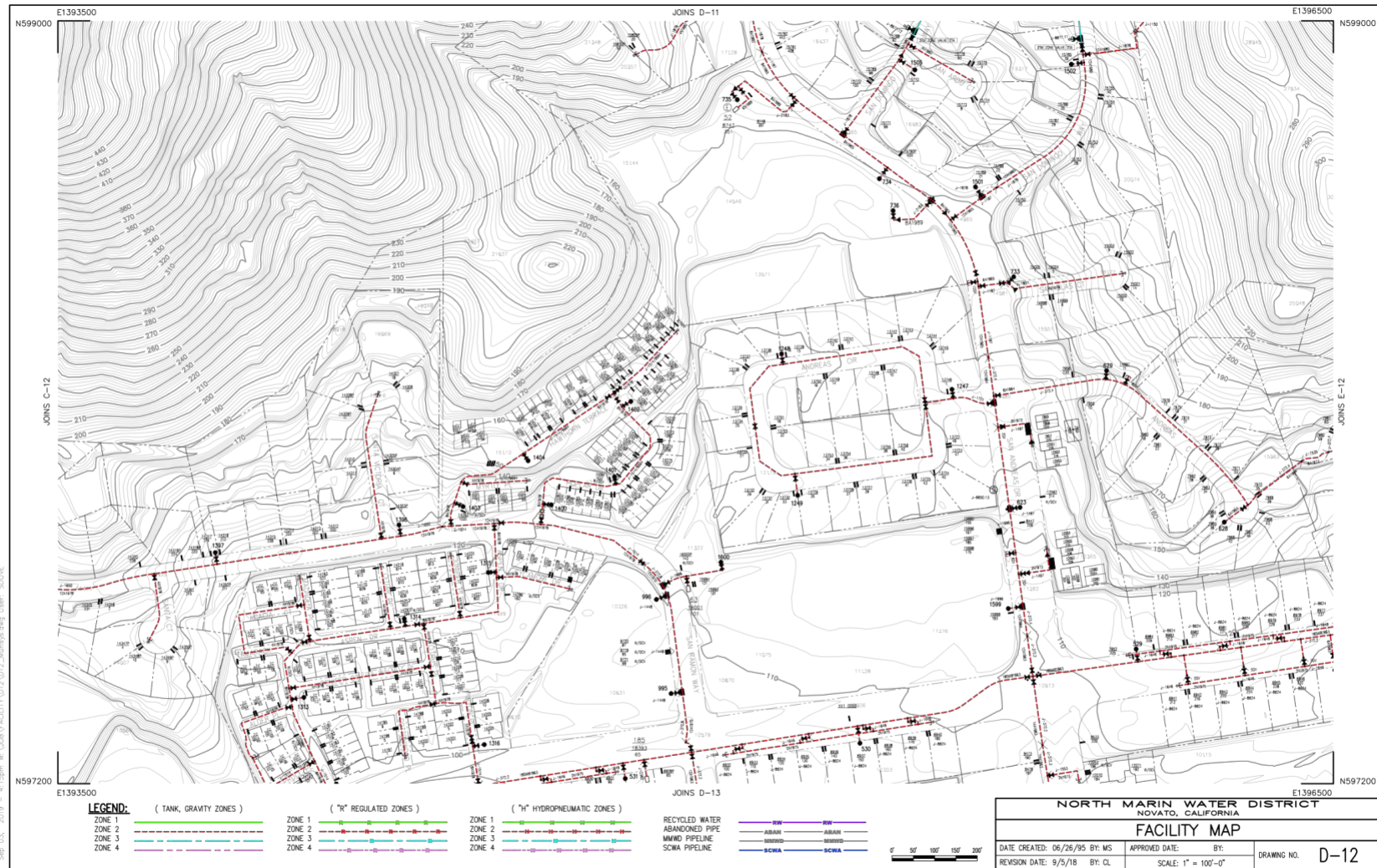
Hamilton



North Marin Water District System Maps
Source: North Marin Water District

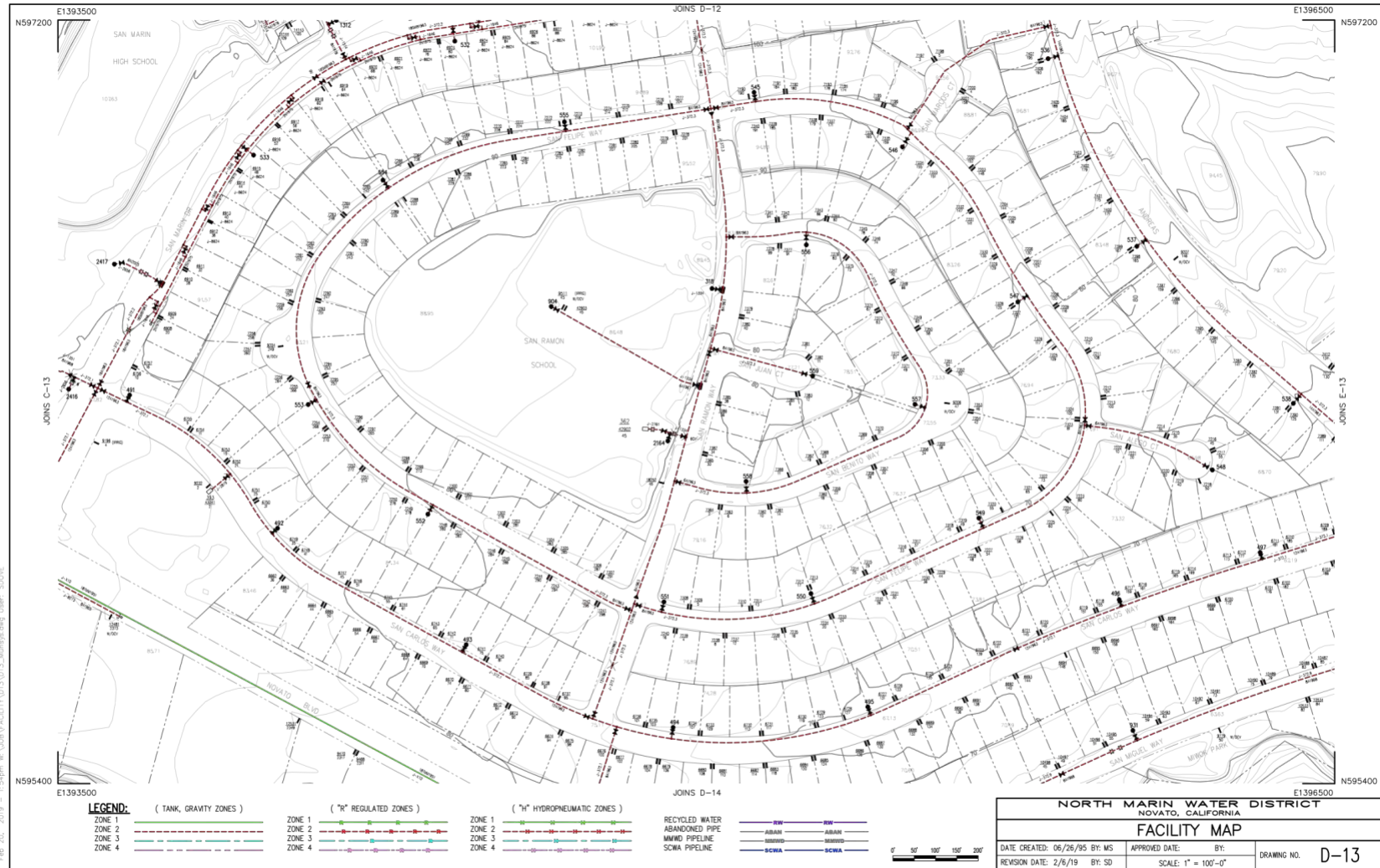
ATTACHMENT E2

San Andreas



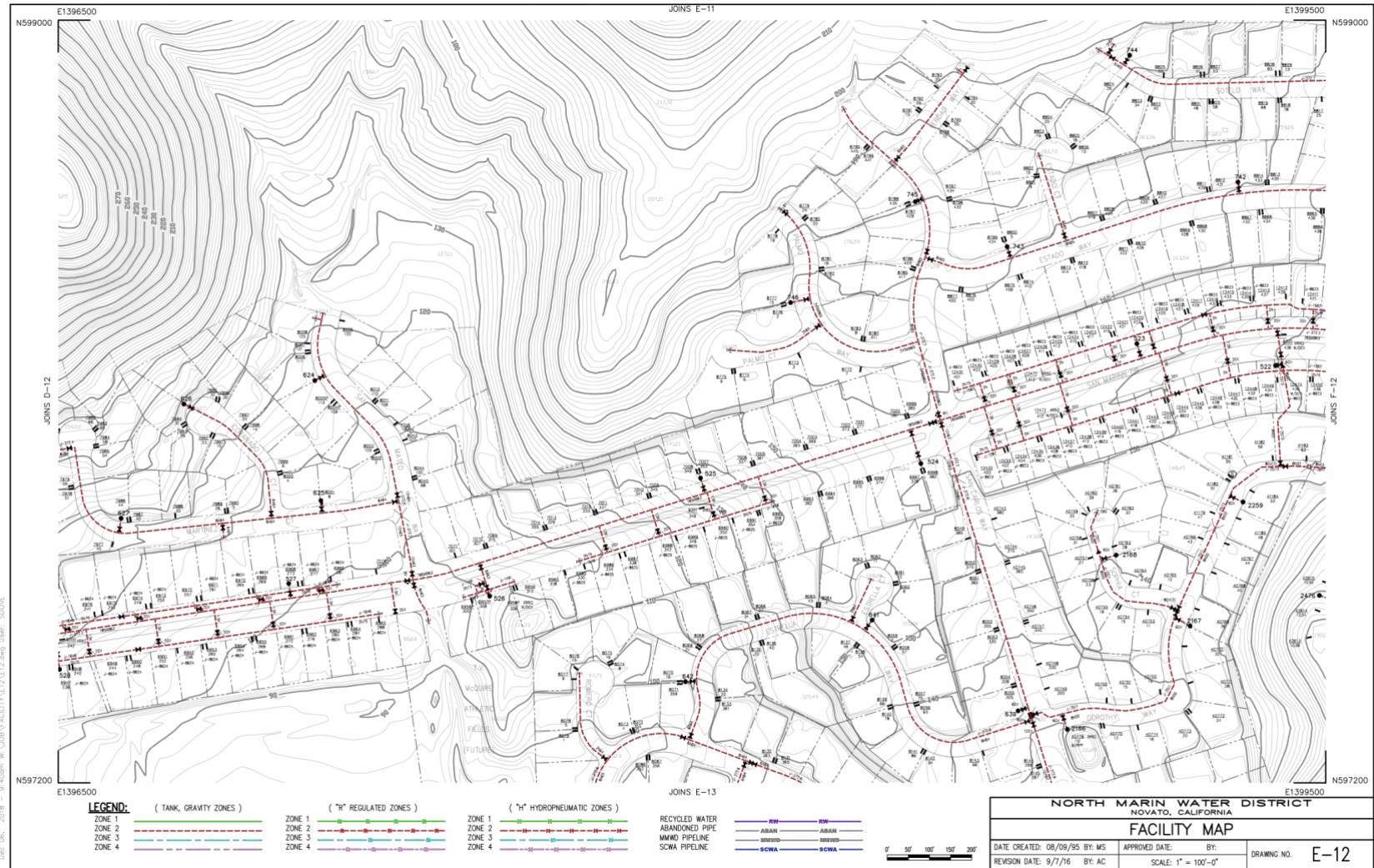
North Marin Water District System Maps
Source: North Marin Water District

ATTACHMENT E2



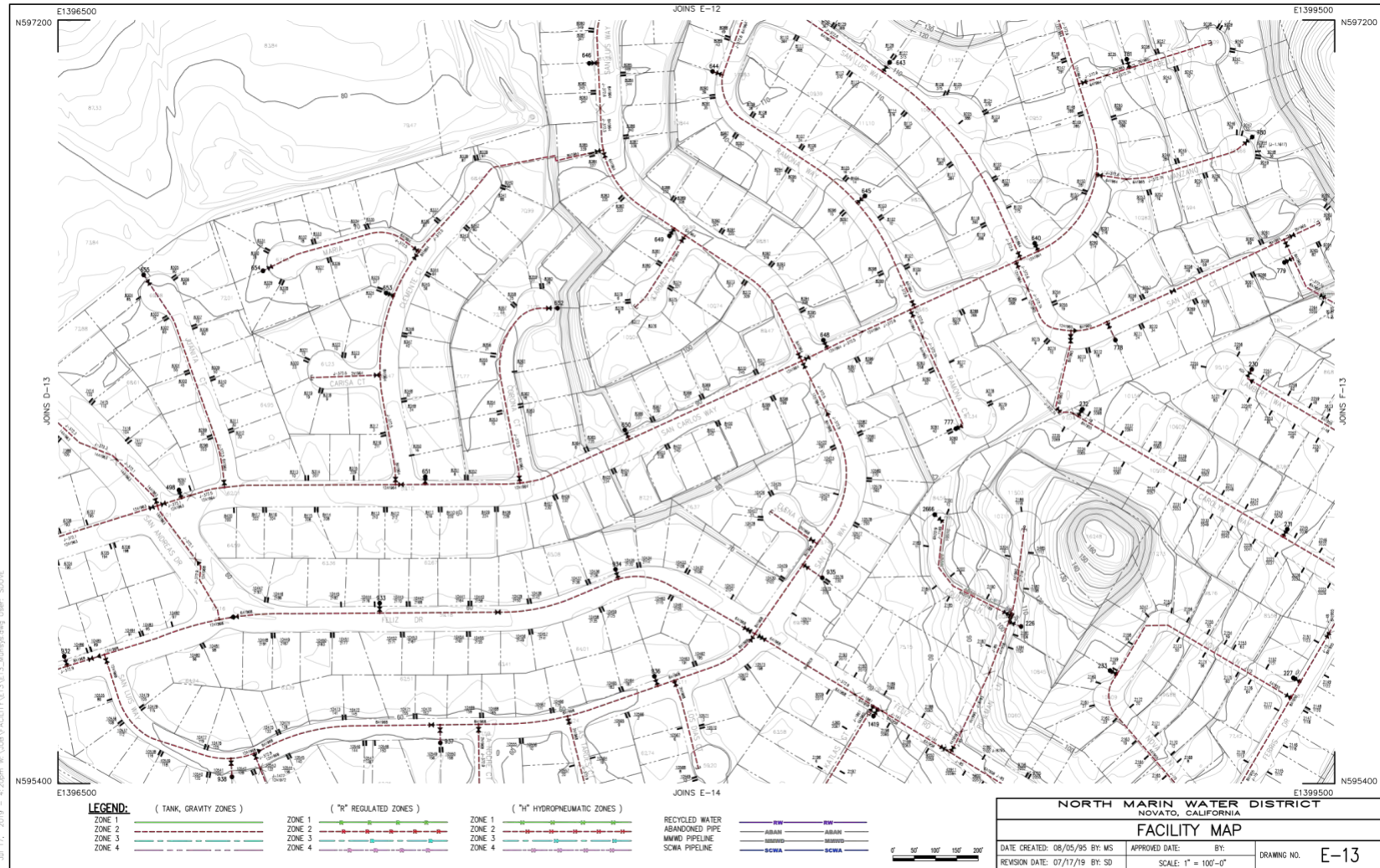
North Marin Water District System Maps
Source: North Marin Water District

ATTACHMENT E2



North Marin Water District System Maps
Source: North Marin Water District

ATTACHMENT E2



North Marin Water District System Maps
Source: North Marin Water District

District Office

Appendix F: Construction Cost Detail

NOVATO UNIFIED SCHOOL DISTRICT

HOUSING PROJECTS

Novato, California

Based on review & analysis of:

Programmatic Design Documents

Cost Report Prepared for:

Brookwood Partners

8/12/2024

more value, less risk

www.tbdconsultants.com



2063 Grant Road | Los Altos | CA | 94024

TEL: (650) 386-1812 | FAX: (415) 941-9434

SAN FRANCISCO | LOS ALTOS | SACRAMENTO | LOS ANGELES | SAN DIEGO | SEATTLE

BASIS OF ESTIMATE

REFERENCE DOCUMENTATION

This Construction Cost Estimate was produced from the following documentation. Design and engineering changes occurring subsequent to the issue of these documents have not been incorporated in this estimate.

<u>Document</u>	<u>Author</u>	<u>Date</u>
- NUSD Site Plans	Brookwood Partners	6/6/2024
- Unit & Parking Count Schedule for Novato USD	Brookwood Partners	6/6/2024

PROJECT DESCRIPTION

Construction of new multi-family residential units at various site locations in the City of Novato, California for the Novato Unified School District.

Apartment Building Gross Floor Areas have been calculated utilizing an average net area of 845 SF per apartment unit and a 78% Gross : Net Efficiency Factor.

The grossing factor is assumed to cover all common area corridors, common area spaces such as lobbies, common rooms, laundry, bike storage and BoH/MEP space required.

The Town Homes are assumed to be 1,475 SF of Living Space with a 560 SF Garage for a total Gross Area of 2,035 SF

The following Unit Mix has been used for the purpose of the initial cost models:

Novato Unified School District Workforce Housing Models

	Units	Baths
One Bedroom	15%	1
One Bedroom+	35%	1
Two Bedroom	35%	2
Three Bedroom	15%	2
Total	100%	

NUSD Model assumes no in unit laundry. Shared laundry on each floor

Market Rate Housing Models

	Units	Baths
Studio	10%	1
One Bedroom	40%	1
Two Bedroom	40%	2
Three Bedroom	10%	2
Total	100%	

Market Rate model assumes in unit washer/dryers.

BASIS FOR PRICING

This estimate reflects the fair construction value for this project and should not be construed as a prediction of low bid. Prices are based on local prevailing wage construction costs at the time the estimate was prepared. Pricing assumes a procurement process with competitive bidding for all sub-trades of the construction work, which is to mean a minimum of 3 bids for all subcontractors and materials/equipment suppliers. If fewer bids are solicited or received, prices can be expected to be higher.

Subcontractor's markups have been included in each line item unit price. Markups cover the cost of field overhead, home office overhead and subcontractor's profit. Subcontractor's markups typically range from 15% to 25% of the unit price depending on market conditions.

General Contractor's/Construction Manager's Site Requirement costs are calculated on a percentage basis. General Contractor's/Construction Manager's Jobsite Management costs are also calculated on a percentage basis.

Site Requirements	2.90%	
Jobsite Management	3.20%	
Phasing	0.00%	Single phase

BASIS OF ESTIMATE

General Contractor's/Construction Manager's overhead and fees are based on a percentage of the total direct costs plus general conditions, and covers the contractor's bond, insurance, site office overheads and profit.

Insurance & Bonding	2.40%	
General Contractor Bonding	0.60%	
Sub-Contractor Bonding	0.75%	
OCIP Insurance / DIC		N/A
Non-OCIP Insurance	1.05%	
Fee (G.C. Profit)	3.50%	

Unless identified otherwise, the cost of such items as overtime, shift premiums and construction phasing are not included in the line item unit price.

This cost estimate is based on standard industry practice, professional experience and knowledge of the local construction market costs. TBD Consultants have no control over the material and labor costs, contractors methods of establishing prices or the market and bidding conditions at the time of bid. Therefore TBD Consultants do not guarantee that the bids received will not vary from this cost estimate.

CONTINGENCY

Design Contingency *Excluded - Carried Elsewhere in Budget*

The Design Contingency is carried to cover scope that lacks definition and scope that is *anticipated* to be added to the Design. As the Design becomes more complete the Design Contingency will reduce.

Construction Contingency *Excluded - Carried Elsewhere in Budget*

The Construction Contingency is carried to cover the unforeseen during construction execution and Risks that do not currently have mitigation plans. As Risks are mitigated, Construction Contingency can be reduce, but should not be eliminated.

Owner Contingency 0.0% *Excluded*

An owners contingency has not been included in this construction cost estimate, but it is advised that the owner carry additional contingency to cover scope change, bidding conditions (unless a separate bidding contingency is included below), claims and delays.

Bidding Contingency *Excluded*

We anticipate that the project will attract bids from multiple General Contractors and Subcontractors.

EXCLUSIONS

- Demolition / relocation costs of Library for Hamilton Site Option B
- Deep foundations or soil improvements. We have assumed spread and continuous footings as foundations.
- Rock excavation or other adverse excavation conditions
- Escalation of construction costs beyond Q3 2024 costs
- All Design & Engineering fees
- All Planning, Permit and other development fees
- All project management and/or other owner direct costs
- Land acquisition, feasibility studies, financing costs and all other owner costs
- Site surveys, existing condition reports and soils investigation costs
- Items identified in the design as Not In Contract [NIC]
- Utility company back charges, utility work required off-site, and utilities rates.
- Owner project contingency. We recommend the owner carry an allowance for overall project risk.
- Overtime, 2nd shift and lost productivity premiums
- PG & E Fees
- Sustainability Fees (LEED)
- Furniture, fixtures and equipment (FF&E). We have included kitchen appliances and Washer/Dryers.
- HERS Rating for New Residential - Non Highrise. Assume not required.
- Design Contingency
- Construction Contingency

MEADOW ANNEX - OPTION A SCHOOL DISTRICT

Estimator: ND
GSF : 67,167

SECTION	%	TOTAL	\$ / SF	COMMENTS
10 FOUNDATIONS	3.4%	962,462	\$14.33	
20 BASEMENT CONSTRUCTION				
A SUBSTRUCTURE	3.4%	962,462	\$14.33	
10 SUPERSTRUCTURE	14.3%	4,090,664	\$60.90	
20 EXTERIOR ENCLOSURE	7.0%	1,997,317	\$29.74	
30 ROOFING	2.4%	687,687	\$10.24	
B SHELL	23.6%	6,775,667	\$100.88	
10 INTERIOR CONSTRUCTION	12.3%	3,522,756	\$52.45	
20 STAIRS	0.3%	81,500	\$1.21	
30 INTERIOR FINISHES	5.6%	1,610,306	\$23.97	
C INTERIORS	18.2%	5,214,562	\$77.64	
10 CONVEYING	1.6%	457,200	\$6.81	
20 PLUMBING	9.5%	2,711,245	\$40.37	
30 HVAC	6.5%	1,877,280	\$27.95	
40 FIRE PROTECTION	1.9%	530,617	\$7.90	
50 ELECTRICAL	11.2%	3,200,872	\$47.66	
D SERVICES	30.6%	8,777,213	\$130.68	
10 EQUIPMENT	1.3%	381,317	\$5.68	
20 FURNISHINGS	0.2%	66,083	\$0.98	
E EQUIPMENT + FURNISHINGS	1.6%	447,399	\$6.66	
10 SPECIAL CONSTRUCTION				
20 SELECTIVE BUILDING DEMOLITION				
F SPECIAL CONSTRUCTION + DEMOLITION				
10 SITE PREPARATION	1.5%	430,351	\$6.41	
20 SITE IMPROVEMENTS	8.3%	2,378,096	\$35.41	
30 SITE MECHANICAL UTILITIES	9.0%	2,571,633	\$38.29	
40 SITE ELECTRICAL UTILITIES	3.9%	1,113,879	\$16.58	
50 OTHER SITE CONSTRUCTION				
G BUILDING SITEWORK	22.6%	6,493,959	\$96.68	
DIRECT COSTS		28,671,262	\$426.87	
SITE REQUIREMENTS	2.9%	831,467	\$12.38	
JOBSITE MANAGEMENT	3.2%	917,480	\$13.66	
PHASING				N/A
ESTIMATE SUB-TOTAL		30,420,209	\$452.91	
INSURANCE (NON-OCIP) + BONDING	2.4%	730,085	\$10.87	
GC FEE	3.5%	1,064,707	\$15.85	
ESTIMATE SUB-TOTAL		32,215,002	\$479.63	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		32,215,002	\$479.63	
ESCALATION				Excluded - Q3 2024 Costs
ESTIMATE TOTAL		32,215,002	\$479.63	total add-ons 12.36%

MEADOW ANNEX - OPTION A SCHOOL DISTRICT

Estimator: ND
GSF : 67,167

SECTION	%	TOTAL	\$ / SF	COMMENTS
01 GENERAL REQUIREMENTS	2.8%	831,467	\$12.38	
02 EXISTING CONDITIONS				
03 CONCRETE	3.3%	962,462	\$14.33	
04 MASONRY				
05 METALS	1.3%	371,908	\$5.54	
06 WOOD, PLASTIC + COMPOSITE	20.2%	5,949,191	\$88.57	
07 THERMAL + MOISTURE PROTECTION	4.0%	1,194,642	\$17.79	
08 OPENINGS	4.0%	1,180,975	\$17.58	
09 FINISHES	10.3%	3,031,543	\$45.13	
10 SPECIALTIES	0.9%	261,970	\$3.90	
11 EQUIPMENT	1.3%	381,317	\$5.68	
12 FURNISHINGS	0.2%	66,083	\$0.98	
13 SPECIAL CONSTRUCTION				
14 CONVEYING EQUIPMENT	1.5%	457,200	\$6.81	
21 FIRE SUPPRESSION	1.8%	530,617	\$7.90	
22 PLUMBING	9.2%	2,711,245	\$40.37	
23 HVAC	6.4%	1,877,280	\$27.95	
25 INTEGRATED AUTOMATION				
26 ELECTRICAL	12.4%	3,657,467	\$54.45	
27 COMMUNICATIONS	0.5%	151,332	\$2.25	
28 ELECTRICAL SAFETY + SECURITY	0.7%	218,292	\$3.25	
31 EARTHWORK	1.5%	430,351	\$6.41	
32 EXTERIOR IMPROVEMENTS	8.1%	2,378,096	\$35.41	
33 UTILITIES	9.7%	2,859,293	\$42.57	
34 TRANSPORTATION				
35 WATERWAY + MARINE CONSTRUCTION				
DIRECT COSTS		29,502,729	\$439.25	
JOBSITE MANAGEMENT	3.2%	917,480	\$13.66	
PHASING				
ESTIMATE SUB-TOTAL		30,420,209	\$452.91	
INSURANCE + BONDING	2.4%	730,085	\$10.87	
FEE	3.5%	1,064,707	\$15.85	
ESTIMATE SUB-TOTAL		32,215,002	\$479.63	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		32,215,002	\$479.63	
ESCALATION				
ESTIMATE TOTAL		32,215,002	\$479.63	

MEADOW ANNEX - OPTION B SCHOOL DISTRICT

Estimator: ND
GSF : 113,750

SECTION	%	TOTAL	\$ / SF	COMMENTS
10 FOUNDATIONS	2.4%	1,196,750	\$10.52	
20 BASEMENT CONSTRUCTION				
A SUBSTRUCTURE	2.4%	1,196,750	\$10.52	
10 SUPERSTRUCTURE	13.9%	6,910,330	\$60.75	
20 EXTERIOR ENCLOSURE	7.2%	3,550,979	\$31.22	
30 ROOFING	2.0%	991,276	\$8.71	
B SHELL	23.1%	11,452,585	\$100.68	
10 INTERIOR CONSTRUCTION	12.0%	5,953,435	\$52.34	
20 STAIRS	0.2%	114,100	\$1.00	
30 INTERIOR FINISHES	5.6%	2,784,239	\$24.48	
C INTERIORS	17.9%	8,851,774	\$77.82	
10 CONVEYING	1.2%	609,600	\$5.36	
20 PLUMBING	9.2%	4,581,463	\$40.28	
30 HVAC	6.4%	3,172,617	\$27.89	
40 FIRE PROTECTION	1.8%	898,625	\$7.90	
50 ELECTRICAL	10.9%	5,428,868	\$47.73	
D SERVICES	29.6%	14,691,174	\$129.15	
10 EQUIPMENT	1.3%	641,548	\$5.64	
20 FURNISHINGS	0.2%	113,603	\$1.00	
E EQUIPMENT + FURNISHINGS	1.5%	755,150	\$6.64	
10 SPECIAL CONSTRUCTION				
20 SELECTIVE BUILDING DEMOLITION				
F SPECIAL CONSTRUCTION + DEMOLITION				
10 SITE PREPARATION	0.8%	397,429	\$3.49	
20 SITE IMPROVEMENTS	3.6%	1,777,826	\$15.63	
30 SITE MECHANICAL UTILITIES	4.2%	2,099,050	\$18.45	
40 SITE ELECTRICAL UTILITIES	2.2%	1,100,820	\$9.68	
50 OTHER SITE CONSTRUCTION	14.7%	7,265,720	\$63.87	
G BUILDING SITEWORK	25.5%	12,640,845	\$111.13	
DIRECT COSTS		49,588,277	\$435.94	
SITE REQUIREMENTS	2.9%	1,438,060	\$12.64	
JOBSITE MANAGEMENT	3.2%	1,586,825	\$13.95	
PHASING				N/A
ESTIMATE SUB-TOTAL		52,613,162	\$462.53	
INSURANCE (NON-OCIP) + BONDING	2.4%	1,262,716	\$11.10	
GC FEE	3.5%	1,841,461	\$16.19	
ESTIMATE SUB-TOTAL		55,717,338	\$489.82	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		55,717,338	\$489.82	
ESCALATION				Excluded - Q3 2024 Costs
ESTIMATE TOTAL		55,717,338	\$489.82	total add-ons 12.36%

MEADOW ANNEX - OPTION B SCHOOL DISTRICT

Estimator: ND
GSF : 113,750

SECTION	%	TOTAL	\$ / SF	COMMENTS
01 GENERAL REQUIREMENTS	2.8%	1,438,060	\$12.64	
02 EXISTING CONDITIONS				
03 CONCRETE	2.3%	1,196,750	\$10.52	
04 MASONRY				
05 METALS	1.6%	829,218	\$7.29	
06 WOOD, PLASTIC + COMPOSITE	19.9%	10,141,255	\$89.15	
07 THERMAL + MOISTURE PROTECTION	3.4%	1,734,565	\$15.25	
08 OPENINGS	3.9%	1,998,690	\$17.57	
09 FINISHES	10.1%	5,163,651	\$45.39	
10 SPECIALTIES	0.9%	436,980	\$3.84	
11 EQUIPMENT	1.3%	641,548	\$5.64	
12 FURNISHINGS	0.2%	113,603	\$1.00	
13 SPECIAL CONSTRUCTION	14.2%	7,265,720	\$63.87	
14 CONVEYING EQUIPMENT	1.2%	609,600	\$5.36	
21 FIRE SUPPRESSION	1.8%	898,625	\$7.90	
22 PLUMBING	9.0%	4,581,463	\$40.28	
23 HVAC	6.2%	3,172,617	\$27.89	
25 INTEGRATED AUTOMATION				
26 ELECTRICAL	11.0%	5,595,473	\$49.19	
27 COMMUNICATIONS	0.5%	256,288	\$2.25	
28 ELECTRICAL SAFETY + SECURITY	0.7%	369,688	\$3.25	
31 EARTHWORK	0.8%	397,429	\$3.49	
32 EXTERIOR IMPROVEMENTS	3.5%	1,777,826	\$15.63	
33 UTILITIES	4.7%	2,407,290	\$21.16	
34 TRANSPORTATION				
35 WATERWAY + MARINE CONSTRUCTION				
DIRECT COSTS		51,026,337	\$448.58	
JOBSITE MANAGEMENT	3.2%	1,586,825	\$13.95	
PHASING				
ESTIMATE SUB-TOTAL		52,613,162	\$462.53	
INSURANCE + BONDING	2.4%	1,262,716	\$11.10	
FEE	3.5%	1,841,461	\$16.19	
ESTIMATE SUB-TOTAL		55,717,338	\$489.82	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		55,717,338	\$489.82	
ESCALATION				
ESTIMATE TOTAL		55,717,338	\$489.82	

MEADOW ANNEX - OPTION C SCHOOL DISTRICT

Estimator: ND
GSF : 140,833

SECTION	%	TOTAL	\$ / SF	COMMENTS
10 FOUNDATIONS	5.3%	3,235,585	\$22.97	
20 BASEMENT CONSTRUCTION				
A SUBSTRUCTURE	5.3%	3,235,585	\$22.97	
10 SUPERSTRUCTURE	20.1%	12,332,232	\$87.57	
20 EXTERIOR ENCLOSURE	9.2%	5,627,071	\$39.96	
30 ROOFING	4.5%	2,756,403	\$19.57	
B SHELL	33.7%	20,715,706	\$147.09	
10 INTERIOR CONSTRUCTION	12.7%	7,801,396	\$55.39	
20 STAIRS	0.2%	146,700	\$1.04	
30 INTERIOR FINISHES	6.1%	3,769,156	\$26.76	
C INTERIORS	19.1%	11,717,252	\$83.20	
10 CONVEYING	1.2%	762,000	\$5.41	
20 PLUMBING	9.2%	5,678,784	\$40.32	
30 HVAC	6.7%	4,114,026	\$29.21	
40 FIRE PROTECTION	2.7%	1,682,547	\$11.95	
50 ELECTRICAL	11.5%	7,085,793	\$50.31	
D SERVICES	31.5%	19,323,151	\$137.21	
10 EQUIPMENT	1.3%	790,568	\$5.61	
20 FURNISHINGS	0.2%	141,075	\$1.00	
E EQUIPMENT + FURNISHINGS	1.5%	931,643	\$6.62	
10 SPECIAL CONSTRUCTION				
20 SELECTIVE BUILDING DEMOLITION				
F SPECIAL CONSTRUCTION + DEMOLITION				
10 SITE PREPARATION	0.7%	408,933	\$2.90	
20 SITE IMPROVEMENTS	2.9%	1,780,674	\$12.64	
30 SITE MECHANICAL UTILITIES	3.4%	2,065,372	\$14.67	
40 SITE ELECTRICAL UTILITIES	2.0%	1,225,595	\$8.70	
50 OTHER SITE CONSTRUCTION				
G BUILDING SITEWORK	8.9%	5,480,574	\$38.92	
DIRECT COSTS		61,403,912	\$436.00	
SITE REQUIREMENTS	2.9%	1,780,713	\$12.64	
JOBSITE MANAGEMENT	3.2%	1,964,925	\$13.95	
PHASING				N/A
ESTIMATE SUB-TOTAL		65,149,550	\$462.60	
INSURANCE (NON-OCIP) + BONDING	2.4%	1,563,589	\$11.10	
GC FEE	3.5%	2,280,234	\$16.19	
ESTIMATE SUB-TOTAL		68,993,374	\$489.89	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		68,993,374	\$489.89	
ESCALATION				Excluded - Q3 2024 Costs
ESTIMATE TOTAL		68,993,374	\$489.89	total add-ons 12.36%

MEADOW ANNEX - OPTION C SCHOOL DISTRICT

Estimator: ND
GSF : 140,833

SECTION	%	TOTAL	\$ / SF	COMMENTS
01 GENERAL REQUIREMENTS	2.8%	1,780,713	\$12.64	
02 EXISTING CONDITIONS				
03 CONCRETE	11.1%	7,030,189	\$49.92	
04 MASONRY				
05 METALS	2.5%	1,560,352	\$11.08	
06 WOOD, PLASTIC + COMPOSITE	20.0%	12,619,381	\$89.61	
07 THERMAL + MOISTURE PROTECTION	5.6%	3,553,536	\$25.23	
08 OPENINGS	4.5%	2,851,350	\$20.25	
09 FINISHES	11.9%	7,515,336	\$53.36	
10 SPECIALTIES	0.9%	538,400	\$3.82	
11 EQUIPMENT	1.3%	790,568	\$5.61	
12 FURNISHINGS	0.2%	141,075	\$1.00	
13 SPECIAL CONSTRUCTION				
14 CONVEYING EQUIPMENT	1.2%	762,000	\$5.41	
21 FIRE SUPPRESSION	2.7%	1,682,547	\$11.95	
22 PLUMBING	9.0%	5,678,784	\$40.32	
23 HVAC	6.5%	4,114,026	\$29.21	
25 INTEGRATED AUTOMATION				
26 ELECTRICAL	11.2%	7,104,968	\$50.45	
27 COMMUNICATIONS	0.5%	317,308	\$2.25	
28 ELECTRICAL SAFETY + SECURITY	0.9%	564,072	\$4.01	
31 EARTHWORK	0.6%	408,933	\$2.90	
32 EXTERIOR IMPROVEMENTS	2.8%	1,780,674	\$12.64	
33 UTILITIES	3.8%	2,390,412	\$16.97	
34 TRANSPORTATION				
35 WATERWAY + MARINE CONSTRUCTION				
DIRECT COSTS		63,184,625	\$448.65	
JOBSITE MANAGEMENT	3.2%	1,964,925	\$13.95	
PHASING				
ESTIMATE SUB-TOTAL		65,149,550	\$462.60	
INSURANCE + BONDING	2.4%	1,563,589	\$11.10	
FEE	3.5%	2,280,234	\$16.19	
ESTIMATE SUB-TOTAL		68,993,374	\$489.89	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		68,993,374	\$489.89	
ESCALATION				
ESTIMATE TOTAL		68,993,374	\$489.89	

HILL EDUCATION - OPTION A SCHOOL DISTRICT

Estimator: ND
GSF : 71,500

SECTION	%	TOTAL	\$ / SF	COMMENTS
10 FOUNDATIONS	3.3%	1,066,931	\$14.92	
20 BASEMENT CONSTRUCTION				
A SUBSTRUCTURE	3.3%	1,066,931	\$14.92	
10 SUPERSTRUCTURE	13.6%	4,369,398	\$61.11	
20 EXTERIOR ENCLOSURE	7.0%	2,236,507	\$31.28	
30 ROOFING	2.3%	732,528	\$10.25	
B SHELL	22.8%	7,338,433	\$102.64	
10 INTERIOR CONSTRUCTION	11.7%	3,768,160	\$52.70	
20 STAIRS	0.3%	81,500	\$1.14	
30 INTERIOR FINISHES	5.3%	1,720,178	\$24.06	
C INTERIORS	17.3%	5,569,838	\$77.90	
10 CONVEYING	1.4%	457,200	\$6.39	
20 PLUMBING	9.0%	2,905,460	\$40.64	
30 HVAC	6.2%	2,004,899	\$28.04	
40 FIRE PROTECTION	1.8%	564,850	\$7.90	
50 ELECTRICAL	10.6%	3,416,472	\$47.78	
D SERVICES	29.1%	9,348,881	\$130.75	
10 EQUIPMENT	1.3%	405,160	\$5.67	
20 FURNISHINGS	0.2%	71,280	\$1.00	
E EQUIPMENT + FURNISHINGS	1.5%	476,440	\$6.66	
10 SPECIAL CONSTRUCTION				
20 SELECTIVE BUILDING DEMOLITION				
F SPECIAL CONSTRUCTION + DEMOLITION				
10 SITE PREPARATION	7.4%	2,378,698	\$33.27	
20 SITE IMPROVEMENTS	7.6%	2,457,875	\$34.38	
30 SITE MECHANICAL UTILITIES	7.6%	2,429,550	\$33.98	
40 SITE ELECTRICAL UTILITIES	3.4%	1,099,975	\$15.38	
50 OTHER SITE CONSTRUCTION				
G BUILDING SITEWORK	26.0%	8,366,098	\$117.01	
DIRECT COSTS		32,166,621	\$449.88	
SITE REQUIREMENTS	2.9%	932,832	\$13.05	
JOBSITE MANAGEMENT	3.2%	1,029,332	\$14.40	
PHASING				N/A
ESTIMATE SUB-TOTAL		34,128,785	\$477.33	
INSURANCE (NON-OCIP) + BONDING	2.4%	819,091	\$11.46	
GC FEE	3.5%	1,194,507	\$16.71	
ESTIMATE SUB-TOTAL		36,142,383	\$505.49	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		36,142,383	\$505.49	
ESCALATION				Excluded - Q3 2024 Costs
ESTIMATE TOTAL		36,142,383	\$505.49	total add-ons 12.36%

HILL EDUCATION - OPTION A SCHOOL DISTRICT

Estimator: ND
GSF : 71,500

SECTION	%	TOTAL	\$ / SF	COMMENTS
01 GENERAL REQUIREMENTS	2.8%	932,832	\$13.05	
02 EXISTING CONDITIONS				
03 CONCRETE	3.2%	1,066,931	\$14.92	
04 MASONRY				
05 METALS	1.2%	393,175	\$5.50	
06 WOOD, PLASTIC + COMPOSITE	19.2%	6,347,077	\$88.77	
07 THERMAL + MOISTURE PROTECTION	3.9%	1,305,427	\$18.26	
08 OPENINGS	3.8%	1,265,420	\$17.70	
09 FINISHES	10.0%	3,317,272	\$46.40	
10 SPECIALTIES	0.8%	279,900	\$3.91	
11 EQUIPMENT	1.2%	405,160	\$5.67	
12 FURNISHINGS	0.2%	71,280	\$1.00	
13 SPECIAL CONSTRUCTION				
14 CONVEYING EQUIPMENT	1.4%	457,200	\$6.39	
21 FIRE SUPPRESSION	1.7%	564,850	\$7.90	
22 PLUMBING	8.8%	2,905,460	\$40.64	
23 HVAC	6.1%	2,004,899	\$28.04	
25 INTEGRATED AUTOMATION				
26 ELECTRICAL	11.6%	3,836,857	\$53.66	
27 COMMUNICATIONS	0.5%	161,095	\$2.25	
28 ELECTRICAL SAFETY + SECURITY	0.7%	232,375	\$3.25	
31 EARTHWORK	7.2%	2,378,698	\$33.27	
32 EXTERIOR IMPROVEMENTS	7.4%	2,457,875	\$34.38	
33 UTILITIES	8.2%	2,715,670	\$37.98	
34 TRANSPORTATION				
35 WATERWAY + MARINE CONSTRUCTION				
DIRECT COSTS		33,099,453	\$462.93	
JOBSITE MANAGEMENT	3.2%	1,029,332	\$14.40	
PHASING				
ESTIMATE SUB-TOTAL		34,128,785	\$477.33	
INSURANCE + BONDING	2.4%	819,091	\$11.46	
FEE	3.5%	1,194,507	\$16.71	
ESTIMATE SUB-TOTAL		36,142,383	\$505.49	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		36,142,383	\$505.49	
ESCALATION				
ESTIMATE TOTAL		36,142,383	\$505.49	

HILL EDUCATION - OPTION B SCHOOL DISTRICT APARTMENTS

Estimator: ND
GSF : 75,833

SECTION	%	TOTAL	\$ / SF	COMMENTS
10 FOUNDATIONS	3.4%	1,191,644	\$15.71	
20 BASEMENT CONSTRUCTION				
A SUBSTRUCTURE	3.4%	1,191,644	\$15.71	
10 SUPERSTRUCTURE	13.2%	4,655,131	\$61.39	
20 EXTERIOR ENCLOSURE	7.1%	2,515,109	\$33.17	
30 ROOFING	2.2%	777,369	\$10.25	
B SHELL	22.5%	7,947,609	\$104.80	
10 INTERIOR CONSTRUCTION	11.3%	3,981,974	\$52.51	
20 STAIRS	0.2%	81,500	\$1.07	
30 INTERIOR FINISHES	5.2%	1,827,245	\$24.10	
C INTERIORS	16.7%	5,890,719	\$77.68	
10 CONVEYING	1.3%	457,200	\$6.03	
20 PLUMBING	8.6%	3,052,340	\$40.25	
30 HVAC	6.0%	2,112,101	\$27.85	
40 FIRE PROTECTION	1.7%	599,083	\$7.90	
50 ELECTRICAL	10.2%	3,608,150	\$47.58	
D SERVICES	27.8%	9,828,875	\$129.61	
10 EQUIPMENT	1.2%	429,003	\$5.66	
20 FURNISHINGS	0.2%	74,250	\$0.98	
E EQUIPMENT + FURNISHINGS	1.4%	503,253	\$6.64	
10 SPECIAL CONSTRUCTION				
20 SELECTIVE BUILDING DEMOLITION				
F SPECIAL CONSTRUCTION + DEMOLITION				
10 SITE PREPARATION	10.5%	3,694,806	\$48.72	
20 SITE IMPROVEMENTS	7.2%	2,536,079	\$33.44	
30 SITE MECHANICAL UTILITIES	7.4%	2,606,267	\$34.37	
40 SITE ELECTRICAL UTILITIES	3.3%	1,156,176	\$15.25	
50 OTHER SITE CONSTRUCTION				
G BUILDING SITEWORK	28.3%	9,993,328	\$131.78	
DIRECT COSTS		35,355,429	\$466.23	
SITE REQUIREMENTS	2.9%	1,025,307	\$13.52	
JOBSITE MANAGEMENT	3.2%	1,131,374	\$14.92	
PHASING				N/A
ESTIMATE SUB-TOTAL		37,512,110	\$494.67	
INSURANCE (NON-OCIP) + BONDING	2.4%	900,291	\$11.87	
GC FEE	3.5%	1,312,924	\$17.31	
ESTIMATE SUB-TOTAL		39,725,324	\$523.85	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		39,725,324	\$523.85	
ESCALATION				Excluded - Q3 2024 Costs
ESTIMATE TOTAL		39,725,324	\$523.85	total add-ons 12.36%

HILL EDUCATION - OPTION B SCHOOL DISTRICT APARTMENTS

Estimator: ND
GSF : 75,833

SECTION	%	TOTAL	\$ / SF	COMMENTS
01 GENERAL REQUIREMENTS	2.8%	1,025,307	\$13.52	
02 EXISTING CONDITIONS				
03 CONCRETE	3.3%	1,191,644	\$15.71	
04 MASONRY				
05 METALS	1.1%	414,442	\$5.47	
06 WOOD, PLASTIC + COMPOSITE	18.5%	6,737,431	\$88.85	
07 THERMAL + MOISTURE PROTECTION	3.9%	1,432,755	\$18.89	
08 OPENINGS	3.6%	1,325,950	\$17.49	
09 FINISHES	10.0%	3,634,651	\$47.93	
10 SPECIALTIES	0.8%	293,100	\$3.87	
11 EQUIPMENT	1.2%	429,003	\$5.66	
12 FURNISHINGS	0.2%	74,250	\$0.98	
13 SPECIAL CONSTRUCTION				
14 CONVEYING EQUIPMENT	1.3%	457,200	\$6.03	
21 FIRE SUPPRESSION	1.6%	599,083	\$7.90	
22 PLUMBING	8.4%	3,052,340	\$40.25	
23 HVAC	5.8%	2,112,101	\$27.85	
25 INTEGRATED AUTOMATION				
26 ELECTRICAL	11.0%	4,018,770	\$52.99	
27 COMMUNICATIONS	0.5%	170,858	\$2.25	
28 ELECTRICAL SAFETY + SECURITY	0.7%	246,458	\$3.25	
31 EARTHWORK	10.2%	3,694,806	\$48.72	
32 EXTERIOR IMPROVEMENTS	7.0%	2,536,079	\$33.44	
33 UTILITIES	8.1%	2,934,507	\$38.70	
34 TRANSPORTATION				
35 WATERWAY + MARINE CONSTRUCTION				
DIRECT COSTS		36,380,736	\$479.75	
JOBSITE MANAGEMENT	3.2%	1,131,374	\$14.92	
PHASING				
ESTIMATE SUB-TOTAL		37,512,110	\$494.67	
INSURANCE + BONDING	2.4%	900,291	\$11.87	
FEE	3.5%	1,312,924	\$17.31	
ESTIMATE SUB-TOTAL		39,725,324	\$523.85	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		39,725,324	\$523.85	
ESCALATION				
ESTIMATE TOTAL		39,725,324	\$523.85	

HILL EDUCATION - OPTION B SCHOOL DISTRICT TOWN HOMES

Estimator: ND
GSF : 61,050

SECTION	%	TOTAL	\$ / SF	COMMENTS
10 FOUNDATIONS	5.6%	1,064,597	\$17.44	
20 BASEMENT CONSTRUCTION				
A SUBSTRUCTURE	5.6%	1,064,597	\$17.44	
10 SUPERSTRUCTURE	15.0%	2,869,265	\$47.00	
20 EXTERIOR ENCLOSURE	13.5%	2,569,038	\$42.08	
30 ROOFING	2.8%	537,240	\$8.80	
B SHELL	31.3%	5,975,543	\$97.88	
10 INTERIOR CONSTRUCTION	13.9%	2,652,564	\$43.45	
20 STAIRS	1.5%	295,500	\$4.84	
30 INTERIOR FINISHES	5.8%	1,107,337	\$18.14	
C INTERIORS	21.3%	4,055,400	\$66.43	
10 CONVEYING				
20 PLUMBING	11.0%	2,097,868	\$34.36	
30 HVAC	4.8%	913,440	\$14.96	
40 FIRE PROTECTION	1.8%	335,775	\$5.50	
50 ELECTRICAL	12.1%	2,304,192	\$37.74	
D SERVICES	29.6%	5,651,275	\$92.57	
10 EQUIPMENT	1.0%	191,610	\$3.14	
20 FURNISHINGS	0.2%	36,450	\$0.60	
E EQUIPMENT + FURNISHINGS	1.2%	228,060	\$3.74	
10 SPECIAL CONSTRUCTION				
20 SELECTIVE BUILDING DEMOLITION				
F SPECIAL CONSTRUCTION + DEMOLITION				
10 SITE PREPARATION	1.2%	226,146	\$3.70	
20 SITE IMPROVEMENTS	2.7%	519,278	\$8.51	
30 SITE MECHANICAL UTILITIES	4.2%	806,413	\$13.21	
40 SITE ELECTRICAL UTILITIES	2.9%	544,800	\$8.92	
50 OTHER SITE CONSTRUCTION				
G BUILDING SITEWORK	11.0%	2,096,636	\$34.34	
DIRECT COSTS		19,071,511	\$312.39	
SITE REQUIREMENTS	2.9%	553,074	\$9.06	
JOBSITE MANAGEMENT	3.2%	610,288	\$10.00	
PHASING				N/A
ESTIMATE SUB-TOTAL		20,234,874	\$331.45	
INSURANCE (NON-OCIP) + BONDING	2.4%	485,637	\$7.95	
GC FEE	3.5%	708,221	\$11.60	
ESTIMATE SUB-TOTAL		21,428,731	\$351.00	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		21,428,731	\$351.00	
ESCALATION				Excluded - Q3 2024 Costs
ESTIMATE TOTAL		21,428,731	\$351.00	total add-ons 12.36%



HILL EDUCATION - OPTION B SCHOOL DISTRICT TOWN HOMES

Estimator: ND
GSF : 61,050

SECTION	%	TOTAL	\$ / SF	COMMENTS
01 GENERAL REQUIREMENTS	2.8%	553,074	\$9.06	
02 EXISTING CONDITIONS				
03 CONCRETE	5.4%	1,064,597	\$17.44	
04 MASONRY				
05 METALS	1.7%	340,470	\$5.58	
06 WOOD, PLASTIC + COMPOSITE	22.8%	4,472,111	\$73.25	
07 THERMAL + MOISTURE PROTECTION	5.7%	1,116,459	\$18.29	
08 OPENINGS	6.2%	1,224,300	\$20.05	
09 FINISHES	13.5%	2,648,171	\$43.38	
10 SPECIALTIES	1.2%	229,433	\$3.76	
11 EQUIPMENT	1.0%	191,610	\$3.14	
12 FURNISHINGS	0.2%	36,450	\$0.60	
13 SPECIAL CONSTRUCTION				
14 CONVEYING EQUIPMENT				
21 FIRE SUPPRESSION	1.7%	335,775	\$5.50	
22 PLUMBING	10.7%	2,097,868	\$34.36	
23 HVAC	4.7%	913,440	\$14.96	
25 INTEGRATED AUTOMATION				
26 ELECTRICAL	11.4%	2,238,155	\$36.66	
27 COMMUNICATIONS	0.1%	27,473	\$0.45	
28 ELECTRICAL SAFETY + SECURITY	0.4%	79,365	\$1.30	
31 EARTHWORK	1.2%	226,146	\$3.70	
32 EXTERIOR IMPROVEMENTS	2.6%	519,278	\$8.51	
33 UTILITIES	6.7%	1,310,413	\$21.46	
34 TRANSPORTATION				
35 WATERWAY + MARINE CONSTRUCTION				
DIRECT COSTS		19,624,585	\$321.45	
JOBSITE MANAGEMENT	3.2%	610,288	\$10.00	
PHASING				
ESTIMATE SUB-TOTAL		20,234,874	\$331.45	
INSURANCE + BONDING	2.4%	485,637	\$7.95	
FEE	3.5%	708,221	\$11.60	
ESTIMATE SUB-TOTAL		21,428,731	\$351.00	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		21,428,731	\$351.00	
ESCALATION				
ESTIMATE TOTAL		21,428,731	\$351.00	

HAMILTON SITE - OPTION A SCHOOL DISTRICT

Estimator: ND
GSF : 175,500

SECTION	%	TOTAL	\$ / SF	COMMENTS
10 FOUNDATIONS	3.5%	2,588,710	\$14.75	
20 BASEMENT CONSTRUCTION				
A SUBSTRUCTURE	3.5%	2,588,710	\$14.75	
10 SUPERSTRUCTURE	14.6%	10,715,387	\$61.06	
20 EXTERIOR ENCLOSURE	7.4%	5,460,304	\$31.11	
30 ROOFING	2.4%	1,798,215	\$10.25	
B SHELL	24.5%	17,973,906	\$102.42	
10 INTERIOR CONSTRUCTION	12.6%	9,241,305	\$52.66	
20 STAIRS	0.3%	244,500	\$1.39	
30 INTERIOR FINISHES	5.8%	4,223,000	\$24.06	
C INTERIORS	18.7%	13,708,806	\$78.11	
10 CONVEYING	1.6%	1,143,000	\$6.51	
20 PLUMBING	9.7%	7,110,448	\$40.52	
30 HVAC	6.7%	4,911,429	\$27.99	
40 FIRE PROTECTION	1.9%	1,386,450	\$7.90	
50 ELECTRICAL	11.4%	8,380,778	\$47.75	
D SERVICES	31.2%	22,932,105	\$130.67	
10 EQUIPMENT	1.4%	1,000,890	\$5.70	
20 FURNISHINGS	0.2%	173,745	\$0.99	
E EQUIPMENT + FURNISHINGS	1.6%	1,174,635	\$6.69	
10 SPECIAL CONSTRUCTION				
20 SELECTIVE BUILDING DEMOLITION				
F SPECIAL CONSTRUCTION + DEMOLITION				
10 SITE PREPARATION	1.5%	1,100,495	\$6.27	
20 SITE IMPROVEMENTS	7.6%	5,588,989	\$31.85	
30 SITE MECHANICAL UTILITIES	7.3%	5,345,300	\$30.46	
40 SITE ELECTRICAL UTILITIES	3.7%	2,699,840	\$15.38	
50 OTHER SITE CONSTRUCTION	0.4%	328,860	\$1.87	
G BUILDING SITEWORK	20.5%	15,063,484	\$85.83	
DIRECT COSTS		73,441,645	\$418.47	
SITE REQUIREMENTS	2.9%	2,129,808	\$12.14	
JOBSITE MANAGEMENT	3.2%	2,350,133	\$13.39	
PHASING				N/A
ESTIMATE SUB-TOTAL		77,921,585	\$444.00	
INSURANCE (NON-OCIP) + BONDING	2.4%	1,870,118	\$10.66	
GC FEE	3.5%	2,727,255	\$15.54	
ESTIMATE SUB-TOTAL		82,518,959	\$470.19	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		82,518,959	\$470.19	
ESCALATION				Excluded - Q3 2024 Costs
ESTIMATE TOTAL		82,518,959	\$470.19	total add-ons 12.36%

HAMILTON SITE - OPTION B SCHOOL DISTRICT

Estimator: ND
GSF : 189,583

SECTION	%	TOTAL	\$ / SF	COMMENTS
10 FOUNDATIONS	3.5%	2,739,375	\$14.45	
20 BASEMENT CONSTRUCTION				
A SUBSTRUCTURE	3.5%	2,739,375	\$14.45	
10 SUPERSTRUCTURE	14.7%	11,562,990	\$60.99	
20 EXTERIOR ENCLOSURE	7.4%	5,777,921	\$30.48	
30 ROOFING	2.5%	1,943,424	\$10.25	
B SHELL	24.6%	19,284,334	\$101.72	
10 INTERIOR CONSTRUCTION	12.7%	9,957,526	\$52.52	
20 STAIRS	0.3%	244,500	\$1.29	
30 INTERIOR FINISHES	5.8%	4,554,490	\$24.02	
C INTERIORS	18.8%	14,756,516	\$77.84	
10 CONVEYING	1.5%	1,143,000	\$6.03	
20 PLUMBING	9.8%	7,682,479	\$40.52	
30 HVAC	6.8%	5,300,668	\$27.96	
40 FIRE PROTECTION	1.9%	1,497,708	\$7.90	
50 ELECTRICAL	11.5%	9,051,577	\$47.74	
D SERVICES	31.5%	24,675,432	\$130.16	
10 EQUIPMENT	1.4%	1,078,381	\$5.69	
20 FURNISHINGS	0.2%	187,853	\$0.99	
E EQUIPMENT + FURNISHINGS	1.6%	1,266,233	\$6.68	
10 SPECIAL CONSTRUCTION				
20 SELECTIVE BUILDING DEMOLITION				
F SPECIAL CONSTRUCTION + DEMOLITION				
10 SITE PREPARATION	1.5%	1,163,355	\$6.14	
20 SITE IMPROVEMENTS	7.4%	5,837,618	\$30.79	
30 SITE MECHANICAL UTILITIES	7.1%	5,541,267	\$29.23	
40 SITE ELECTRICAL UTILITIES	3.6%	2,810,344	\$14.82	
50 OTHER SITE CONSTRUCTION	0.4%	328,860	\$1.73	
G BUILDING SITEWORK	20.0%	15,681,444	\$82.72	
DIRECT COSTS		78,403,335	\$413.56	
SITE REQUIREMENTS	2.9%	2,273,697	\$11.99	
JOBSITE MANAGEMENT	3.2%	2,508,907	\$13.23	
PHASING				N/A
ESTIMATE SUB-TOTAL		83,185,938	\$438.78	
INSURANCE (NON-OCIP) + BONDING	2.4%	1,996,463	\$10.53	
GC FEE	3.5%	2,911,508	\$15.36	
ESTIMATE SUB-TOTAL		88,093,909	\$464.67	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		88,093,909	\$464.67	
ESCALATION				Excluded - Q3 2024 Costs
ESTIMATE TOTAL		88,093,909	\$464.67	total add-ons 12.36%

SAN ANDREAS OPTION A - ROADS & INFRASTRUCTURE

Estimator: ND
GSF : 396,300

SECTION	%	TOTAL	\$ / SF	COMMENTS
10 FOUNDATIONS				
20 BASEMENT CONSTRUCTION				
A SUBSTRUCTURE				
10 SUPERSTRUCTURE				
20 EXTERIOR ENCLOSURE				
30 ROOFING				
B SHELL				
10 INTERIOR CONSTRUCTION				
20 STAIRS				
30 INTERIOR FINISHES				
C INTERIORS				
10 CONVEYING				
20 PLUMBING				
30 HVAC				
40 FIRE PROTECTION				
50 ELECTRICAL				
D SERVICES				
10 EQUIPMENT				
20 FURNISHINGS				
E EQUIPMENT + FURNISHINGS				
10 SPECIAL CONSTRUCTION				
20 SELECTIVE BUILDING DEMOLITION				
F SPECIAL CONSTRUCTION + DEMOLITION				
10 SITE PREPARATION	4.9%	234,160	\$0.59	
20 SITE IMPROVEMENTS	48.2%	2,316,190	\$5.84	
30 SITE MECHANICAL UTILITIES	29.5%	1,416,299	\$3.57	
40 SITE ELECTRICAL UTILITIES	17.4%	837,383	\$2.11	
50 OTHER SITE CONSTRUCTION				
G BUILDING SITEWORK	100.0%	4,804,032	\$12.12	
DIRECT COSTS		4,804,032	\$12.12	
SITE REQUIREMENTS	2.9%	139,317	\$0.35	
JOBSITE MANAGEMENT	3.2%	153,729	\$0.39	
PHASING				N/A
ESTIMATE SUB-TOTAL		5,097,078	\$12.86	
INSURANCE (NON-OCIP) + BONDING	2.4%	122,330	\$0.31	
GC FEE	3.5%	178,398	\$0.45	
ESTIMATE SUB-TOTAL		5,397,805	\$13.62	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		5,397,805	\$13.62	
ESCALATION				Excluded - Q3 2024 Costs
ESTIMATE TOTAL		5,397,805	\$13.62	total add-ons 12.36%

SAN ANDREAS OPTION A - ROADS & INFRASTRUCTURE

Estimator: ND
GSF : 396,300

SECTION	%	TOTAL	\$ / SF	COMMENTS
01 GENERAL REQUIREMENTS	2.8%	139,317	\$0.35	
02 EXISTING CONDITIONS				
03 CONCRETE				
04 MASONRY				
05 METALS				
06 WOOD, PLASTIC + COMPOSITE				
07 THERMAL + MOISTURE PROTECTION				
08 OPENINGS				
09 FINISHES				
10 SPECIALTIES				
11 EQUIPMENT				
12 FURNISHINGS				
13 SPECIAL CONSTRUCTION				
14 CONVEYING EQUIPMENT				
21 FIRE SUPPRESSION				
22 PLUMBING				
23 HVAC				
25 INTEGRATED AUTOMATION				
26 ELECTRICAL	10.6%	525,633	\$1.33	
27 COMMUNICATIONS				
28 ELECTRICAL SAFETY + SECURITY				
31 EARTHWORK	4.7%	234,160	\$0.59	
32 EXTERIOR IMPROVEMENTS	46.9%	2,316,190	\$5.84	
33 UTILITIES	35.0%	1,728,049	\$4.36	
34 TRANSPORTATION				
35 WATERWAY + MARINE CONSTRUCTION				
DIRECT COSTS		4,943,349	\$12.47	
JOBSITE MANAGEMENT	3.2%	153,729	\$0.39	
PHASING				
ESTIMATE SUB-TOTAL		5,097,078	\$12.86	
INSURANCE + BONDING	2.4%	122,330	\$0.31	
FEE	3.5%	178,398	\$0.45	
ESTIMATE SUB-TOTAL		5,397,805	\$13.62	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		5,397,805	\$13.62	
ESCALATION				
ESTIMATE TOTAL		5,397,805	\$13.62	

SAN ANDREAS OPTION A - TOWNHOUSES

Estimator: ND
GSF : 105,820

SECTION	%	TOTAL	\$ / SF	COMMENTS
10 FOUNDATIONS	5.5%	1,910,179	\$18.05	
20 BASEMENT CONSTRUCTION				
A SUBSTRUCTURE	5.5%	1,910,179	\$18.05	
10 SUPERSTRUCTURE	14.4%	4,997,707	\$47.23	
20 EXTERIOR ENCLOSURE	13.4%	4,638,670	\$43.84	
30 ROOFING	2.0%	698,412	\$6.60	
B SHELL	29.8%	10,334,788	\$97.66	
10 INTERIOR CONSTRUCTION	13.3%	4,631,924	\$43.77	
20 STAIRS	1.5%	512,200	\$4.84	
30 INTERIOR FINISHES	5.6%	1,932,365	\$18.26	
C INTERIORS	20.4%	7,076,489	\$66.87	
10 CONVEYING				
20 PLUMBING	10.5%	3,636,304	\$34.36	
30 HVAC	4.6%	1,583,296	\$14.96	
40 FIRE PROTECTION	1.7%	582,010	\$5.50	
50 ELECTRICAL	11.5%	3,993,934	\$37.74	
D SERVICES	28.2%	9,795,543	\$92.57	
10 EQUIPMENT	1.0%	332,124	\$3.14	
20 FURNISHINGS	0.2%	63,180	\$0.60	
E EQUIPMENT + FURNISHINGS	1.1%	395,304	\$3.74	
10 SPECIAL CONSTRUCTION				
20 SELECTIVE BUILDING DEMOLITION				
F SPECIAL CONSTRUCTION + DEMOLITION				
10 SITE PREPARATION	1.9%	670,214	\$6.33	
20 SITE IMPROVEMENTS	5.5%	1,921,407	\$18.16	
30 SITE MECHANICAL UTILITIES	4.9%	1,711,265	\$16.17	
40 SITE ELECTRICAL UTILITIES	2.6%	889,700	\$8.41	
50 OTHER SITE CONSTRUCTION				
G BUILDING SITEWORK	15.0%	5,192,586	\$49.07	
DIRECT COSTS		34,704,889	\$327.96	
SITE REQUIREMENTS	2.9%	1,006,442	\$9.51	
JOBSITE MANAGEMENT	3.2%	1,110,556	\$10.49	
PHASING				N/A
ESTIMATE SUB-TOTAL		36,821,887	\$347.97	
INSURANCE (NON-OCIP) + BONDING	2.4%	883,725	\$8.35	
GC FEE	3.5%	1,288,766	\$12.18	
ESTIMATE SUB-TOTAL		38,994,378	\$368.50	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		38,994,378	\$368.50	
ESCALATION				Excluded - Q3 2024 Costs
ESTIMATE TOTAL		38,994,378	\$368.50	total add-ons 12.36%

SAN ANDREAS OPTION A - TOWNHOUSES

Estimator: ND
GSF : 105,820

SECTION	%	TOTAL	\$ / SF	COMMENTS
01 GENERAL REQUIREMENTS	2.8%	1,006,442	\$9.51	
02 EXISTING CONDITIONS				
03 CONCRETE	5.3%	1,910,179	\$18.05	
04 MASONRY				
05 METALS	1.7%	590,148	\$5.58	
06 WOOD, PLASTIC + COMPOSITE	21.8%	7,785,823	\$73.58	
07 THERMAL + MOISTURE PROTECTION	4.9%	1,759,861	\$16.63	
08 OPENINGS	5.9%	2,122,120	\$20.05	
09 FINISHES	13.3%	4,755,642	\$44.94	
10 SPECIALTIES	1.1%	397,683	\$3.76	
11 EQUIPMENT	0.9%	332,124	\$3.14	
12 FURNISHINGS	0.2%	63,180	\$0.60	
13 SPECIAL CONSTRUCTION				
14 CONVEYING EQUIPMENT				
21 FIRE SUPPRESSION	1.6%	582,010	\$5.50	
22 PLUMBING	10.2%	3,636,304	\$34.36	
23 HVAC	4.4%	1,583,296	\$14.96	
25 INTEGRATED AUTOMATION				
26 ELECTRICAL	11.0%	3,928,149	\$37.12	
27 COMMUNICATIONS	0.1%	47,619	\$0.45	
28 ELECTRICAL SAFETY + SECURITY	0.4%	137,566	\$1.30	
31 EARTHWORK	1.9%	670,214	\$6.33	
32 EXTERIOR IMPROVEMENTS	5.4%	1,921,407	\$18.16	
33 UTILITIES	6.9%	2,481,565	\$23.45	
34 TRANSPORTATION				
35 WATERWAY + MARINE CONSTRUCTION				
DIRECT COSTS		35,711,330	\$337.47	
JOBSITE MANAGEMENT	3.2%	1,110,556	\$10.49	
PHASING				
ESTIMATE SUB-TOTAL		36,821,887	\$347.97	
INSURANCE + BONDING	2.4%	883,725	\$8.35	
FEE	3.5%	1,288,766	\$12.18	
ESTIMATE SUB-TOTAL		38,994,378	\$368.50	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		38,994,378	\$368.50	
ESCALATION				
ESTIMATE TOTAL		38,994,378	\$368.50	

SAN ANDREAS OPTION A - APARTMENTS

Estimator: ND
GSF : 140,833

SECTION	%	TOTAL	\$ / SF	COMMENTS
10 FOUNDATIONS	3.7%	2,220,745	\$15.77	
20 BASEMENT CONSTRUCTION				
A SUBSTRUCTURE	3.7%	2,220,745	\$15.77	
10 SUPERSTRUCTURE	14.5%	8,624,696	\$61.24	
20 EXTERIOR ENCLOSURE	7.8%	4,628,825	\$32.87	
30 ROOFING	2.4%	1,443,686	\$10.25	
B SHELL	24.7%	14,697,207	\$104.36	
10 INTERIOR CONSTRUCTION	12.6%	7,467,568	\$53.02	
20 STAIRS	0.4%	244,500	\$1.74	
30 INTERIOR FINISHES	5.7%	3,403,050	\$24.16	
C INTERIORS	18.7%	11,115,118	\$78.92	
10 CONVEYING	2.3%	1,371,600	\$9.74	
20 PLUMBING	9.6%	5,698,731	\$40.46	
30 HVAC	6.7%	3,967,680	\$28.17	
40 FIRE PROTECTION	1.9%	1,112,583	\$7.90	
50 ELECTRICAL	11.3%	6,727,741	\$47.77	
D SERVICES	31.7%	18,878,335	\$134.05	
10 EQUIPMENT	1.4%	810,143	\$5.75	
20 FURNISHINGS	0.2%	138,848	\$0.99	
E EQUIPMENT + FURNISHINGS	1.6%	948,991	\$6.74	
10 SPECIAL CONSTRUCTION				
20 SELECTIVE BUILDING DEMOLITION				
F SPECIAL CONSTRUCTION + DEMOLITION				
10 SITE PREPARATION	1.5%	887,743	\$6.30	
20 SITE IMPROVEMENTS	7.5%	4,483,736	\$31.84	
30 SITE MECHANICAL UTILITIES	7.4%	4,382,167	\$31.12	
40 SITE ELECTRICAL UTILITIES	3.1%	1,854,074	\$13.17	
50 OTHER SITE CONSTRUCTION				
G BUILDING SITEWORK	19.5%	11,607,719	\$82.42	
DIRECT COSTS		59,468,115	\$422.26	
SITE REQUIREMENTS	2.9%	1,724,575	\$12.25	
JOBSITE MANAGEMENT	3.2%	1,902,980	\$13.51	
PHASING				N/A
ESTIMATE SUB-TOTAL		63,095,671	\$448.02	
INSURANCE (NON-OCIP) + BONDING	2.4%	1,514,296	\$10.75	
GC FEE	3.5%	2,208,348	\$15.68	
ESTIMATE SUB-TOTAL		66,818,315	\$474.45	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		66,818,315	\$474.45	
ESCALATION				Excluded - Q3 2024 Costs
ESTIMATE TOTAL		66,818,315	\$474.45	total add-ons 12.36%

SAN ANDREAS OPTION A - APARTMENTS

Estimator: ND
GSF : 140,833

SECTION	%	TOTAL	\$ / SF	COMMENTS
01 GENERAL REQUIREMENTS	2.8%	1,724,575	\$12.25	
02 EXISTING CONDITIONS				
03 CONCRETE	3.6%	2,220,745	\$15.77	
04 MASONRY				
05 METALS	1.4%	855,392	\$6.07	
06 WOOD, PLASTIC + COMPOSITE	20.6%	12,619,337	\$89.60	
07 THERMAL + MOISTURE PROTECTION	4.3%	2,612,264	\$18.55	
08 OPENINGS	4.1%	2,523,585	\$17.92	
09 FINISHES	10.9%	6,668,077	\$47.35	
10 SPECIALTIES	0.9%	533,670	\$3.79	
11 EQUIPMENT	1.3%	810,143	\$5.75	
12 FURNISHINGS	0.2%	138,848	\$0.99	
13 SPECIAL CONSTRUCTION				
14 CONVEYING EQUIPMENT	2.2%	1,371,600	\$9.74	
21 FIRE SUPPRESSION	1.8%	1,112,583	\$7.90	
22 PLUMBING	9.3%	5,698,731	\$40.46	
23 HVAC	6.5%	3,967,680	\$28.17	
25 INTEGRATED AUTOMATION				
26 ELECTRICAL	12.1%	7,432,119	\$52.77	
27 COMMUNICATIONS	0.5%	317,308	\$2.25	
28 ELECTRICAL SAFETY + SECURITY	0.7%	457,708	\$3.25	
31 EARTHWORK	1.5%	887,743	\$6.30	
32 EXTERIOR IMPROVEMENTS	7.3%	4,483,736	\$31.84	
33 UTILITIES	7.8%	4,756,847	\$33.78	
34 TRANSPORTATION				
35 WATERWAY + MARINE CONSTRUCTION				
DIRECT COSTS		61,192,691	\$434.50	
JOBSITE MANAGEMENT	3.2%	1,902,980	\$13.51	
PHASING				
ESTIMATE SUB-TOTAL		63,095,671	\$448.02	
INSURANCE + BONDING	2.4%	1,514,296	\$10.75	
FEE	3.5%	2,208,348	\$15.68	
ESTIMATE SUB-TOTAL		66,818,315	\$474.45	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		66,818,315	\$474.45	
ESCALATION				
ESTIMATE TOTAL		66,818,315	\$474.45	

SAN ANDREAS OPTION B - ROADS & INFRASTRUCTURE

Estimator: ND
GSF : 468,900

SECTION	%	TOTAL	\$ / SF	COMMENTS
10 FOUNDATIONS				
20 BASEMENT CONSTRUCTION				
A SUBSTRUCTURE				
10 SUPERSTRUCTURE				
20 EXTERIOR ENCLOSURE				
30 ROOFING				
B SHELL				
10 INTERIOR CONSTRUCTION				
20 STAIRS				
30 INTERIOR FINISHES				
C INTERIORS				
10 CONVEYING				
20 PLUMBING				
30 HVAC				
40 FIRE PROTECTION				
50 ELECTRICAL				
D SERVICES				
10 EQUIPMENT				
20 FURNISHINGS				
E EQUIPMENT + FURNISHINGS				
10 SPECIAL CONSTRUCTION				
20 SELECTIVE BUILDING DEMOLITION				
F SPECIAL CONSTRUCTION + DEMOLITION				
10 SITE PREPARATION	5.1%	421,535	\$0.90	
20 SITE IMPROVEMENTS	53.5%	4,444,390	\$9.48	
30 SITE MECHANICAL UTILITIES	24.2%	2,007,299	\$4.28	
40 SITE ELECTRICAL UTILITIES	17.2%	1,429,750	\$3.05	
50 OTHER SITE CONSTRUCTION				
G BUILDING SITEWORK	100.0%	8,302,974	\$17.71	
DIRECT COSTS		8,302,974	\$17.71	
SITE REQUIREMENTS	2.9%	240,786	\$0.51	
JOBSITE MANAGEMENT	3.2%	265,695	\$0.57	
PHASING				N/A
ESTIMATE SUB-TOTAL		8,809,455	\$18.79	
INSURANCE (NON-OCIP) + BONDING	2.4%	211,427	\$0.45	
GC FEE	3.5%	308,331	\$0.66	
ESTIMATE SUB-TOTAL		9,329,213	\$19.90	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		9,329,213	\$19.90	
ESCALATION				Excluded - Q3 2024 Costs
ESTIMATE TOTAL		9,329,213	\$19.90	total add-ons 12.36%

SAN ANDREAS OPTION B - ROADS & INFRASTRUCTURE

Estimator: ND
GSF : 468,900

SECTION	%	TOTAL	\$ / SF	COMMENTS
01 GENERAL REQUIREMENTS	2.8%	240,786	\$0.51	
02 EXISTING CONDITIONS				
03 CONCRETE				
04 MASONRY				
05 METALS				
06 WOOD, PLASTIC + COMPOSITE				
07 THERMAL + MOISTURE PROTECTION				
08 OPENINGS				
09 FINISHES				
10 SPECIALTIES				
11 EQUIPMENT				
12 FURNISHINGS				
13 SPECIAL CONSTRUCTION				
14 CONVEYING EQUIPMENT				
21 FIRE SUPPRESSION				
22 PLUMBING				
23 HVAC				
25 INTEGRATED AUTOMATION				
26 ELECTRICAL	10.7%	916,500	\$1.95	
27 COMMUNICATIONS				
28 ELECTRICAL SAFETY + SECURITY				
31 EARTHWORK	4.9%	421,535	\$0.90	
32 EXTERIOR IMPROVEMENTS	52.0%	4,444,390	\$9.48	
33 UTILITIES	29.5%	2,520,549	\$5.38	
34 TRANSPORTATION				
35 WATERWAY + MARINE CONSTRUCTION				
DIRECT COSTS		8,543,760	\$18.22	
JOBSITE MANAGEMENT	3.2%	265,695	\$0.57	
PHASING				
ESTIMATE SUB-TOTAL		8,809,455	\$18.79	
INSURANCE + BONDING	2.4%	211,427	\$0.45	
FEE	3.5%	308,331	\$0.66	
ESTIMATE SUB-TOTAL		9,329,213	\$19.90	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		9,329,213	\$19.90	
ESCALATION				
ESTIMATE TOTAL		9,329,213	\$19.90	

SAN ANDREAS OPTION B - TOWNHOUSES

Estimator: ND
GSF : 91,575

SECTION	%	TOTAL	\$ / SF	COMMENTS
10 FOUNDATIONS	5.4%	1,573,724	\$17.19	
20 BASEMENT CONSTRUCTION				
A SUBSTRUCTURE	5.4%	1,573,724	\$17.19	
10 SUPERSTRUCTURE	14.7%	4,295,214	\$46.90	
20 EXTERIOR ENCLOSURE	13.0%	3,787,247	\$41.36	
30 ROOFING	2.1%	604,395	\$6.60	
B SHELL	29.8%	8,686,856	\$94.86	
10 INTERIOR CONSTRUCTION	13.5%	3,941,588	\$43.04	
20 STAIRS	1.5%	443,250	\$4.84	
30 INTERIOR FINISHES	5.7%	1,649,870	\$18.02	
C INTERIORS	20.7%	6,034,708	\$65.90	
10 CONVEYING				
20 PLUMBING	10.8%	3,146,801	\$34.36	
30 HVAC	4.7%	1,370,160	\$14.96	
40 FIRE PROTECTION	1.7%	503,663	\$5.50	
50 ELECTRICAL	11.9%	3,456,289	\$37.74	
D SERVICES	29.1%	8,476,913	\$92.57	
10 EQUIPMENT	1.0%	287,415	\$3.14	
20 FURNISHINGS	0.2%	54,675	\$0.60	
E EQUIPMENT + FURNISHINGS	1.2%	342,090	\$3.74	
10 SPECIAL CONSTRUCTION				
20 SELECTIVE BUILDING DEMOLITION				
F SPECIAL CONSTRUCTION + DEMOLITION				
10 SITE PREPARATION	1.8%	511,839	\$5.59	
20 SITE IMPROVEMENTS	4.9%	1,440,806	\$15.73	
30 SITE MECHANICAL UTILITIES	4.6%	1,354,844	\$14.79	
40 SITE ELECTRICAL UTILITIES	2.5%	733,600	\$8.01	
50 OTHER SITE CONSTRUCTION				
G BUILDING SITEWORK	13.9%	4,041,089	\$44.13	
DIRECT COSTS		29,155,380	\$318.38	
SITE REQUIREMENTS	2.9%	845,506	\$9.23	
JOBSITE MANAGEMENT	3.2%	932,972	\$10.19	
PHASING				N/A
ESTIMATE SUB-TOTAL		30,933,858	\$337.80	
INSURANCE (NON-OCIP) + BONDING	2.4%	742,413	\$8.11	
GC FEE	3.5%	1,082,685	\$11.82	
ESTIMATE SUB-TOTAL		32,758,955	\$357.73	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		32,758,955	\$357.73	
ESCALATION				Excluded - Q3 2024 Costs
ESTIMATE TOTAL		32,758,955	\$357.73	total add-ons 12.36%

SAN ANDREAS OPTION B - TOWNHOUSES

Estimator: ND
GSF : 91,575

SECTION	%	TOTAL	\$ / SF	COMMENTS
01 GENERAL REQUIREMENTS	2.8%	845,506	\$9.23	
02 EXISTING CONDITIONS				
03 CONCRETE	5.2%	1,573,724	\$17.19	
04 MASONRY				
05 METALS	1.7%	510,705	\$5.58	
06 WOOD, PLASTIC + COMPOSITE	22.3%	6,683,067	\$72.98	
07 THERMAL + MOISTURE PROTECTION	4.8%	1,452,699	\$15.86	
08 OPENINGS	6.1%	1,836,450	\$20.05	
09 FINISHES	13.0%	3,894,494	\$42.53	
10 SPECIALTIES	1.1%	344,149	\$3.76	
11 EQUIPMENT	1.0%	287,415	\$3.14	
12 FURNISHINGS	0.2%	54,675	\$0.60	
13 SPECIAL CONSTRUCTION				
14 CONVEYING EQUIPMENT				
21 FIRE SUPPRESSION	1.7%	503,663	\$5.50	
22 PLUMBING	10.5%	3,146,801	\$34.36	
23 HVAC	4.6%	1,370,160	\$14.96	
25 INTEGRATED AUTOMATION				
26 ELECTRICAL	11.3%	3,395,332	\$37.08	
27 COMMUNICATIONS	0.1%	41,209	\$0.45	
28 ELECTRICAL SAFETY + SECURITY	0.4%	119,048	\$1.30	
31 EARTHWORK	1.7%	511,839	\$5.59	
32 EXTERIOR IMPROVEMENTS	4.8%	1,440,806	\$15.73	
33 UTILITIES	6.6%	1,989,144	\$21.72	
34 TRANSPORTATION				
35 WATERWAY + MARINE CONSTRUCTION				
DIRECT COSTS		30,000,886	\$327.61	
JOBSITE MANAGEMENT	3.2%	932,972	\$10.19	
PHASING				
ESTIMATE SUB-TOTAL		30,933,858	\$337.80	
INSURANCE + BONDING	2.4%	742,413	\$8.11	
FEE	3.5%	1,082,685	\$11.82	
ESTIMATE SUB-TOTAL		32,758,955	\$357.73	
DESIGN CONTINGENCY				Excluded
CONSTRUCTION CONTINGENCY				Excluded
ESTIMATE SUB-TOTAL		32,758,955	\$357.73	
ESCALATION				
ESTIMATE TOTAL		32,758,955	\$357.73	

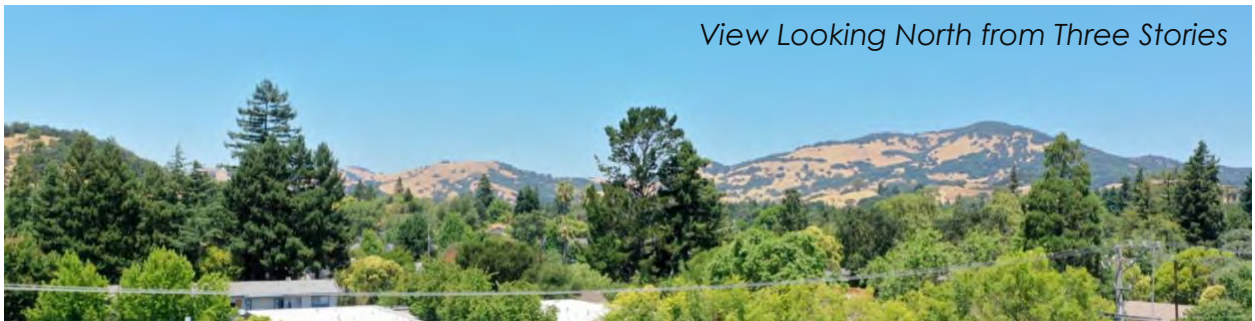
Appendix G: Site Photos

Attachment G

Meadow Annex

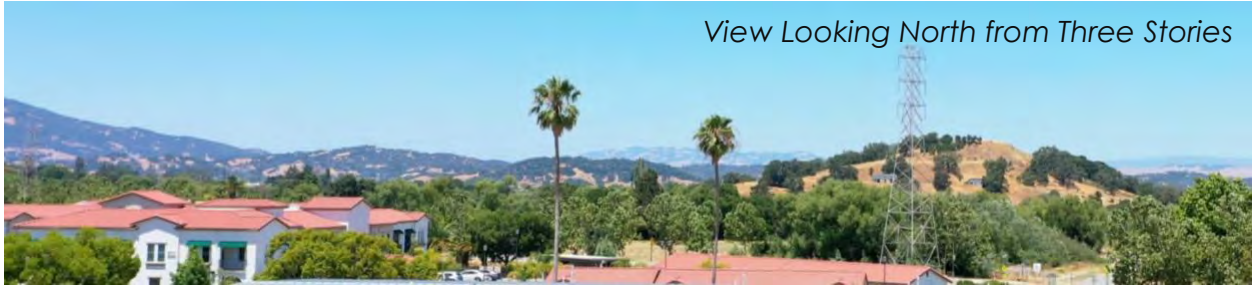


Hill Ed

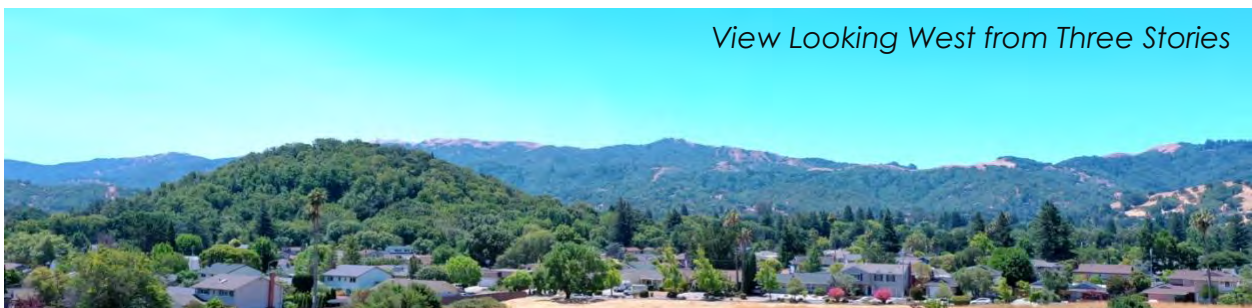
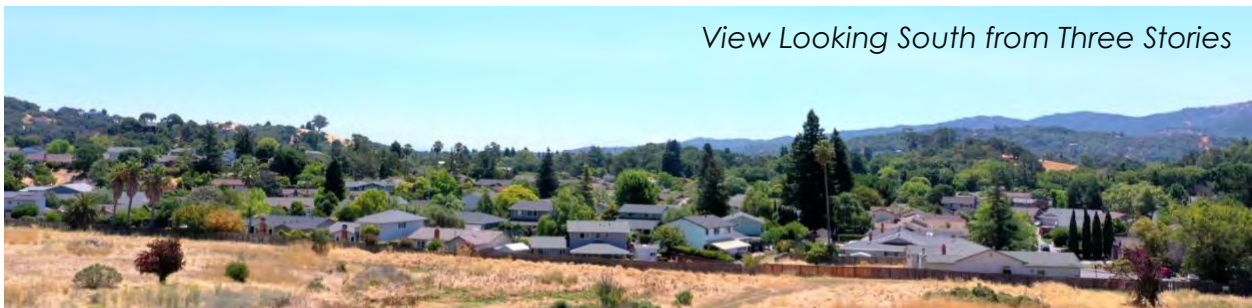


Attachment G

Hamilton



San Andreas



Attachment G

District Office

