

**JOINT GEOLOGIC HAZARD
ABATEMENT DISTRICTS (GHAD)
MEETING
FALLON CROSSING GHAD
FALLON VILLAGE GHAD
SCHAEFER RANCH GHAD
Tuesday, February 7, 2017, 7:00 P.M.
DUBLIN CIVIC CENTER, 100 Civic Plaza
A G E N D A**

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1. CALL TO ORDER

2. PUBLIC COMMENTS

At this time, the public is permitted to address the Board on non-agendized items. Please step to the podium and clearly state your name for the record. COMMENTS SHOULD NOT EXCEED THREE (3) MINUTES. In accordance with State Law, no action or discussion may take place on any item not appearing on the posted agenda. The Board may respond to statements made or questions asked, or may request Staff to report back at a future meeting concerning the matter. Any member of the public may contact the District Clerk's Office related to the proper procedure to place an item on a future GHAD Board agenda. The exceptions under which the Board MAY discuss and/or take action on items not appearing on the agenda are contained in Government Code Section 54954.2(b)(1)(2)(3).

3. CONSENT CALENDAR

3.1. Minutes of the August 16, 2016 Joint Geologic Hazard Abatement Districts (GHAD) Meeting for Fallon Crossing GHAD, Fallon Village GHAD, and Schaefer Ranch GHAD

The Board of Directors will consider approval of the minutes of the August 16, 2016 Joint Geologic Hazard Abatement Districts (GHAD) Meeting for Fallon Crossing GHAD, Fallon Village GHAD, and Schaefer Ranch GHAD.

STAFF RECOMMENDATION:

Approve the minutes of the August 16, 2016 Joint Geologic Hazard Abatement Districts (GHAD) Meeting for Fallon Crossing GHAD, Fallon Village GHAD, and Schaefer Ranch GHAD.

3.2. Approval of Agreement for Long Term Encroachment of Landscape Features within the Jordan Ranch Development

The Board of Directors will consider approval of an agreement with Mission Valley Properties, dba BJP-ROF Jordan Ranch LLC, for encroachment of landscape features within the Jordan Ranch Development. The agreement supersedes a prior agreement, approved in 2012, and provides for the developer, and eventually the homeowners association, to maintain decorative landscape features within property owned by the Fallon Village Geologic Hazard Abatement District.

STAFF RECOMMENDATION:

Adopt the Resolution Approving the Agreement for Long Term Encroachment of Landscape Features Within the Jordan Ranch Development.

4. NEW BUSINESS

Authorization to File Applications for GHAD Property on Ridgeline Place

The Board of Directors will consider a request by Discovery Builders, Inc. (dba Schaefer Ranch Holdings LLC) to file applications with the City of Dublin. The applications are associated with property on Ridgeline Place that is owned by the Schaefer Ranch Geologic Hazard Abatement District (GHAD). Discovery Builders is interested in acquiring a portion of the GHAD-owned property and incorporating the property into an adjacent, vacant, single-family lot they own at 7931 Ridgeline Place (Lot 70 of Tract 6765). The Board of Directors will also consider authorizing GHAD staff and GHAD consultants to work on studying the proposed property acquisition.

STAFF RECOMMENDATION:

Receive the report and authorize Staff to file applications with the City of Dublin and authorize Staff to work on studying the proposed property acquisition with all application and associated costs being paid by Discovery Builders, Inc.

5. OTHER BUSINESS - Brief INFORMATION ONLY reports from Board Members and/or Staff.

6. ADJOURNMENT

This AGENDA is posted in accordance with Government Code Section 54954.2(a)

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



STAFF REPORT CITY COUNCIL

DATE: February 7, 2017

TO: Honorable President and Board of Directors

FROM: Christopher L. Foss, GHAD District Manager

SUBJECT: Minutes of the August 16, 2016 Joint Geologic Hazard Abatement Districts (GHAD) Meeting for Fallon Crossing GHAD, Fallon Village GHAD, and Schaefer Ranch GHAD
Prepared by: Caroline P. Soto, District Clerk

EXECUTIVE SUMMARY:

The Board of Directors will consider approval of the minutes of the August 16, 2016 Joint Geologic Hazard Abatement Districts (GHAD) Meeting for Fallon Crossing GHAD, Fallon Village GHAD, and Schaefer Ranch GHAD.

STAFF RECOMMENDATION:

Approve the minutes of the August 16, 2016 Joint Geologic Hazard Abatement Districts (GHAD) Meeting for Fallon Crossing GHAD, Fallon Village GHAD, and Schaefer Ranch GHAD.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The Board of Directors will consider approval of the minutes of the August 16, 2016 Joint Geologic Hazard Abatement Districts (GHAD) Meeting for Fallon Crossing GHAD, Fallon Village GHAD, and Schaefer Ranch GHAD.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

None.

ATTACHMENTS:

1. Draft Minutes of the August 16, 2016 Joint GHAD Meeting

**JOINT GEOLOGIC HAZARD
ABATEMENT DISTRICTS (GHAD) MEETING
FALLON CROSSING GHAD
FALLON VILLAGE GHAD
SCHAEFER RANCH GHAD**

AUGUST 16, 2016

1. CALL TO ORDER

The meeting was called to order at 11:30 p.m.

PRESENT: District Boardmembers Biddle, Gupta, Hart, Wehrenberg, and Board
President Haubert

ABSENT: None

2. PUBLIC COMMENTS

11:30 p.m.

No comments were made by any member of the public at this time.

3. CONSENT CALENDAR

11:30 p.m. 3.1

On motion of Boardmember Gupta, seconded by Boardmember Hart and by unanimous vote, the District Board took the following actions:

Approved (3.1) the minutes of the June 7, 2016 Joint Geologic Hazard Abatement Districts (GHAD) Meeting, for Fallon Crossing GHAD, Fallon Village GHAD, and Schaefer GHAD; and Minutes of the June 2, 2015 Joint GHAD Meeting, for Fallon Crossing GHAD and Schaefer Ranch GHAD.

Adopted (3.2)

RESOLUTION NO. 2 - 16

**ACCEPTING PROPERTY FROM BJP-ROF JORDAN RANCH, LLC AND
AUTHORIZING THE DISTRICT MANAGER TO ACCEPT THE GRANT DEED**

Adopted (3.3)

RESOLUTION NO. 2 - 16

**ACCEPTING ASSIGNMENT OF EASEMENT AND DEED RESTRICTIONS FROM
DISCOVERY BUILDERS, INC. AND AUTHORIZING THE DISTRICT MANAGER TO
SIGN THE RELATED AGREEMENT**



4. **OTHER BUSINESS**

11:30 p.m.

There were no reports.



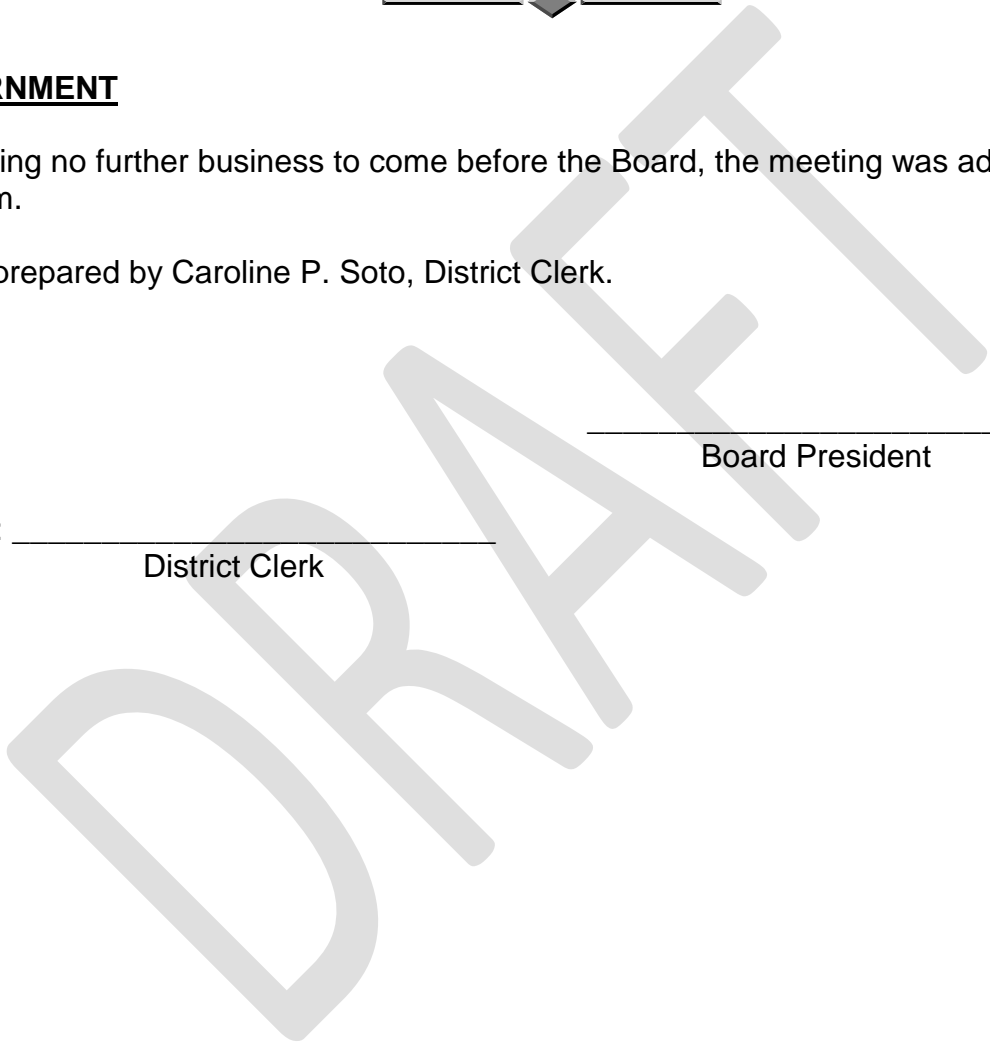
ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 11:30 p.m.

Minutes prepared by Caroline P. Soto, District Clerk.

Board President

ATTEST: _____
District Clerk





STAFF REPORT
FALLON VILLAGE
GEOLOGIC HAZARD ABATEMENT DISTRICT

DATE: February 7, 2017

TO: Honorable President and Board of Directores

FROM: Christopher L. Foss, GHAD District Manager

SUBJECT: Approval of Agreement for Long Term Encroachment of Landscape Features within the Jordan Ranch Development
Prepared by: Andrew Russell, District Engineer

EXECUTIVE SUMMARY:

The Board of Directors will consider approval of an agreement with Mission Valley Properties, dba BJP-ROF Jordan Ranch LLC, for encroachment of landscape features within the Jordan Ranch Development. The agreement supersedes a prior agreement, approved in 2012, and provides for the developer, and eventually the homeowners association, to maintain decorative landscape features within property owned by the Fallon Village Geologic Hazard Abatement District.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Agreement for Long Term Encroachment of Landscape Features Within the Jordan Ranch Development.

FINANCIAL IMPACT:

No financial impact to the Fallon Village GHAD. Maintenance of landscape improvements will be the responsibility of the developer or the Jordan Ranch homeowners association.

DESCRIPTION:

Mission Valley Properties, dba BJP-ROF Jordan Ranch LLC, is the master developer of Jordan Ranch. The Jordan Ranch development was approved by the City of Dublin to include landscape improvements within parcels that would eventually be granted to the Fallon Village Geologic Hazard Abatement District (GHAD). In July 2012, the Board of Directors approved an agreement with Mission Valley Properties to allow for the long term encroachment of landscape features within Tract 8074 (Attachment #4). Subsequently additional neighborhoods within Jordan Ranch have been developed and have included additional landscape improvements constructed on GHAD property.

In order for the developer, and eventually the homeowners association, to maintain all the landscape improvements on GHAD-owned property within Jordan Ranch, a new agreement was drafted for consideration by the Board of Directors (Attachment #3). The new agreement will supersede the former agreement and allow for maintenance of landscaping on the following GHAD-owned properties (see Attachment #1):

- Tract 7853 – Parcel A
- Tract 8024 – Parcels C, F, and I
- Tract 8074 – Parcel A
- Tract 8100 – Parcel D


The landscape improvements include trees, shrubs, groundcover, bark mulch, and irrigation systems. The agreement will be signed by the developer, and then assigned to the homeowners association when the association is ready to accept the responsibility for maintenance, operation, repair, and replacement of all landscape features in a first class condition.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A copy of the report was provided to Mission Valley Properties.

ATTACHMENTS:

- 1 - Location Map - FV GHAD Jordan Ranch Parcels
2. Resolution Approving the Agreement for Long Term Encroachment of Landscape Features within the Jordan Ranch Development
3. Exhibit A to Resolution - Agreement for Long Term Encroachment
4. Previous Agreement for Long Term Encroachment


Chris Foss, City Manager 1/31/2017



Fallon Village GHAD - Jordan Ranch Parcels



Legend

□ Parcels

Notes

1,000 0 500 1,000 Feet

Copyright - City Of Dublin 1/19/2017

1 : 6,000

1 inch : 500 feet



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

RESOLUTION NO. _____-17

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FALLON VILLAGE
GEOLOGIC HAZARD ABATEMENT DISTRICT**

**APPROVING THE AGREEMENT FOR LONG TERM ENCROACHMENT OF
LANDSCAPE FEATURES WITHIN THE JORDAN RANCH DEVELOPMENT**

WHEREAS, the City of Dublin approved the Vesting Tentative Map for Tract 8024 - Jordan Ranch, with Conditions of Approval requiring the construction and installation of landscape features located within property to be owned by the Fallon Village Geologic Hazard Abatement District; and

WHEREAS, the Board of Directors of the Fallon Village Geologic Hazard Abatement District (hereinafter "District") approved an "Agreement for Long Term Encroachment for Landscape Features Within Tract 8024, Jordan Ranch" by Resolution No. 1-12 on July 17, 2012, (hereinafter "Previous Agreement") which allowed the Jordan Ranch homeowners association to own and maintain landscape improvements within portions of District property; and

WHEREAS, the Previous Agreement was recorded in the Official Records of Alameda County on January 25, 2013; and

WHEREAS, the Jordan Ranch developer has constructed and installed additional landscape improvements within District property; and

WHEREAS, the Jordan Ranch developer has executed and filed with the District an Agreement for Long Term Encroachment of Landscape Features Within the Jordan Ranch Development (hereinafter "Agreement"), attached hereto as Exhibit "A", which will be recorded against the District property; and

WHEREAS, the Agreement supersedes the Previous Agreement and requires the Jordan Ranch Developer to maintain the landscape improvements within District property; and

WHEREAS, the Agreement allows the Jordan Ranch developer to assign the rights, interests, and obligations of the Agreement to the Jordan Ranch homeowners association.

NOW THEREFORE, BE IT RESOLVED that said Agreement is hereby approved.

BE IT FURTHER RESOLVED that said Agreement supersedes in its entirety the Previous Agreement, which was recorded on January 25, 2013.

BE IT FURTHER RESOLVED that the District Manager is hereby authorized by the Board of Directors to execute the Agreement.

BE IT FURTHER RESOLVED that the District Clerk is hereby directed to transmit said Agreement to the County Recorder for filing.

PASSED, APPROVED AND ADOPTED this 7th day of February, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Board President

ATTEST:

District Clerk

RECORDED AT THE REQUEST OF:
Fallon Village Geologic Hazard
Abatement District (GHAD)

No fee for recording pursuant to
Government Code Section 27383

WHEN RECORDED RETURN TO:
ATTN: GHAD Clerk
c/o City of Dublin
100 Civic Plaza
Dublin, CA 94568

THIS SPACE FOR RECORDER'S USE ONLY

**AGREEMENT FOR LONG TERM ENCROACHMENT
OF LANDSCAPE FEATURES
WITHIN THE JORDAN RANCH DEVELOPMENT**

THIS AGREEMENT FOR LONG-TERM ENCROACHMENT OF LANDSCAPE FEATURES WITHIN THE JORDAN RANCH DEVELOPMENT (“**Agreement**”) is made by and between the Fallon Village Geologic Hazard Abatement District (“**GHAD**”) and BJP-ROF Jordan Ranch LLC, a Delaware limited liability company, (“**Owner**”).

1. **Amendment of Existing Agreement:** On January 25, 2013, GHAD and Owner recorded the document entitled “Agreement for Long Term Encroachment for Landscape Features Within Tract 8074, Jordan Ranch” as Series No. 2013-034196 in the Official Records of the County of Alameda, State of California (“**Original Agreement**”). This Agreement amends, supersedes and replaces the Original Agreement in its entirety.
2. **Long Term Maintenance Agreement:** This Agreement is one of the documents that is included within the definition of “Long-Term Maintenance Agreement” in Section 2.23 of the Declaration of Covenants, Conditions and Restrictions of Jordan Ranch Detached Homes recorded on December 22, 2011, as Series No. 2011373129 in the Official Records of the County of Alameda, State of California.
3. **Property Subject to Agreement:** This Agreement affects the following parcels of real property located in the City of Dublin (“**City**”), County of Alameda, State of California, which collectively are owned by GHAD and Owner (“**Property**”):
 - a. Parcels C, F and I as shown on the final map of Tract 8024 recorded on December 19, 2011, in Book 313 of Maps at Pages 88 through 100, inclusive, in the Official Records of the County of Alameda, State of California (“**Tract 8024**”);
 - b. Parcel A as shown on the final map of Tract 8074 recorded on June 21, 2012, in Book 321 of Maps at Pages 62 through 71, inclusive, in the Official Records of the County of Alameda, State of California (“**Tract 8074**”); and
 - c. Parcel D as shown on the final map of Tract 8100 recorded on September 5, 2013, in Book 325 of Maps at Pages 24 through 34, inclusive, in the Official Records of the County of Alameda, State of California (“**Tract 8100**”).

d. Parcel A as shown on the final map of Tract 7853, filed for record on April 28, 2008, in Book 303 of Maps at Pages 1 through 5, inclusive, in the Official Records of the County of Alameda, State of California (“**Tract 7853**”).

4. **Landscape Features:** As a condition to the development of Tract 8024, 8074 and 8100, the City requires that Owner construct the following described improvements and provide for their operation, maintenance and repair:

a. The trees and tree irrigation systems installed or constructed within **Parcel C of Tract 8024** (“**Parcel C Improvements**”) in accordance with the landscape plans entitled “Tract 8073/8074, Jordan Ranch, Phase 2 & 3: Trail and Open Space”, prepared by Gates & Associates and approved by the City (“**Trail and Open Space Landscape Plans**”). The Parcel C Improvements are generally depicted on Sheet L2.4 of the Trail and Open Space Landscape Plans.

b. The trees, shrubs, ground cover, bark and irrigation systems installed or constructed within **Parcel F of Tract 8024** at the northwestern corner of said Parcel F, up to and including the low stone-veneered wall, (“**Parcel F Improvements**”) in accordance with the landscape plans entitled “Tract 8100, Jordan Ranch, Phase Four: Central Parkway” prepared by Gates & Associates, approved by the City (“**Central Parkway Landscape Plans**”). The Parcel F Improvements are generally depicted on Sheet L1.0, L.1.1 and L1.2 and detail 4 on Sheet L3.2 of the Central Parkway Landscape Plans.

c. The trees, shrubs, ground cover, bark and irrigation systems installed or constructed within **Parcel I of Tract 8024** along (a) the trail situated (1) on the southeastern edge of said Parcel I in accordance with the landscape plans entitled “Tract 8100, Jordan Ranch, Phase Four: On-Site” prepared by Gates & Associates, approved by the City (“**Phase Four: On-Site Landscape Plans**”), (2) on the northeastern edge of said Parcel I in accordance with the Trail and Open Space Landscape Plans, (3) on the north and northwestern edge of Parcel I in accordance with the landscape plans entitled “Tract 8024, Jordan Ranch, Phase 1: On-Site” prepared by Gates & Associates, approved by the City (“**Phase 1: On-Site Landscape Plans**”), and (b) the connecting trail which connects the trails described in (a) across said Parcel I in accordance with the Sheet L2.2 of the Trail and Open Space Landscape Plans. All such trees, shrubs, ground cover, bark and irrigation systems are referred to as the “**Trail Landscaping Improvements**”. The Trail and Landscaping Improvements do not include the pedestrian bridge and the trail itself, including the trail surface.

d. The trees, shrubs, ground cover, bark and irrigation systems installed or constructed along Valley Vista Drive within **Parcel A of Tract 8074** (“**Valley Vista Drive Improvements**”) in accordance with the Trail and Open Space Landscape Plans. The Valley Vista Drive Improvements are generally depicted on Sheets L2.5, L2.6 and L2.9 of the Trail and Open Space Landscape Plans.

e. The trees and irrigation systems installed or constructed within **Parcel D of Tract 8100** (“**Parcel D Improvements**”) in accordance with the Phase Four: On-Site Landscape Plans. The Parcel D Improvements are generally depicted on Sheets L1.6, Sheet L1.7, L1.12 of the Phase Four: On-Site Landscape Plans.

f. The trees, shrubs, ground cover, bark and irrigation systems installed or constructed within **Parcel A of Tract 7853** (“**Tract 7853 Improvements**”) in accordance with the Trail and Open Space Landscape Plans. The Tract 7853 Improvements are generally depicted on Sheet L2.5 and L2.6 of the Trail and Open Space Landscape Plans.

The improvements described in Paragraphs 4a through 4f, inclusive are collectively referred to as the “**Landscape Features**”. The Landscape Features expressly exclude non-irrigated hydroseed and walls, or hardscape; provided, however, the Landscape Features expressly include the low stone-veneered wall and other hardscape within the expressly described Parcel F Improvements.

5. **Encroachment Permit**: Owner shall apply to the GHAD for an encroachment permit covering the installation, construction, maintenance, operation, repair and replacement, of the Landscape Features. The GHAD must grant the encroachment permit (“**Encroachment Permit**”). All conditions imposed by the GHAD must be consistent with the provisions of this Agreement. If there is a conflict between any provision of this Agreement and the Encroachment Permit, the provisions of this Agreement shall prevail over the conditions of the Encroachment Permit.

6. **Ownership of Landscape Features**: As between Owner and the GHAD, Owner shall be deemed to be the owner of all Landscape Features.

7. **Operation and Maintenance**: Owner shall operate, maintain and repair the Landscape Features in a first class condition and repair and in a safe manner, consistent with the Landscape Plans, the GHAD Plan of Control and to the reasonable satisfaction of the GHAD. Owner shall repair or replace any Landscape Feature damaged or removed during the maintenance or repair of slopes drainage or other improvements by the GHAD, unless such damage or removal is caused by the negligence or willful misconduct of the GHAD. GHAD will maintain all improvements within the GHAD property, excluding only the Landscape Features. All work to be performed by Owner shall be performed by Owner at its sole cost and expense.

8. **Removal or Relocation**: If future improvements proposed by the GHAD conflict with any Landscape Feature, the GHAD may remove or reasonably relocate the Landscape Feature at its sole cost. GHAD has no obligation to relocate any Landscape Feature. However, if any Landscape Feature is relocated, the GHAD and Owner will execute an amendment to this Agreement to reflect the maintenance and operation of the Landscape Feature at its new location.

9. **Insurance**: Owner shall obtain and maintain in effect a combined single limit policy of liability insurance not less than One Million Dollars (\$1,000,000.00) covering the Landscape Features and shall name the GHAD as an additional named insured under the policy.

10. **Indemnification**: Owner shall indemnify, defend and hold the GHAD harmless from and against any and all losses, claims, damages, expenses or costs the GHAD may incur or become liable for or for which a claim is made by a third party, due to or arising from Owner’s construction, maintenance or operation of the Landscape Features unless caused by the negligence or willful misconduct of the GHAD, its agents, contractors or employees.

11. **Binding**: The Property shall be held, conveyed, hypothecated, encumbered, used, and improved subject to the provisions of this Agreement. All of the limitations, easements, uses, obligations, covenants, conditions, and restrictions stated in this Agreement shall run with the Property and shall inure to the benefit of and be binding upon Owner and GHAD, and all other parties having or acquiring any right, title or interest in any part of the Property.

12. **Right to Assign**: Owner may assign any or all of its rights, interests and obligations under this Agreement to the Jordan Ranch Detached Homes Owners Association, a California nonprofit mutual benefit corporation, (“**Association**”) or to a successor in interest of Owner with respect to all or any portion of the Property. Each such assignment will be valid and binding as long as (a) prior written notice of the Assignment and a copy of the proposed assignment document was given to GHAD and (b) the District Manager of the GHAD approved the assignment. The District Manager of the GHAD shall approve or disapprove the assignment within ten (10) days after receipt of Owner’s notice. From and after the date of an Assignment, the

assignee shall be entitled to exercise all assigned rights and shall be required to perform all assigned obligations under this Agreement.

13. **Successors and Assigns:** Each reference to GHAD in this Agreement shall be deemed to refer to and include the GHAD and all successors and assigns of GHAD. All references to the “Owner” in this Agreement shall be deemed to refer to and include BJP-ROF Jordan Ranch LLC and all successors and assigns of BJP-ROF Jordan Ranch LLC, a Delaware limited liability company, including but not limited to the Association.

14. **Notices:** Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery if delivered personally to the party to whom notice is to be given (including messenger or recognized delivery or courier service) or on the second day after mailing, if mailed to the party to whom notice is to be given, by first-class mail, postage prepaid, and properly addressed as follows:

GHAD: Fallon Village Geologic Hazard Abatement District
c/o City of Dublin
100 Civic Plaza
Dublin, California 94568
Fax No. (925) 833-6651
Attn: District Manager

Owner: BJP-ROF Jordan Ranch LLC
5000 Hopyard Road, Suite 170
Pleasanton, CA 94588
Fax No. (925) 467-9919
Attn: Robert Radanovich, Authorized Representative

15. **Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

16. **Entire Agreement:** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement, executed by each of the parties hereto.

17. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

Dated this _____ day of _____, 2017

OWNER:

BJP-ROF Jordan Ranch LLC

By: Fallon-Jordan, LLC,
a California limited liability company,
its Manager

By: MVP Development California, LLC,
a California limited liability company,
its Managing Member

By: _____
Robert Radanovich

GHAD:

FALLON VILLAGE GEOLOGIC HAZARD
ABATEMENT DISTRICT

By: _____

Name: Christopher L. Foss

Title: District Manager

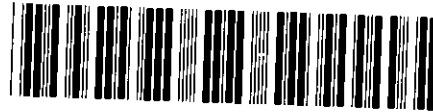


2013034196

01/25/2013 11:32 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

Recording Requested By:
FALLON VILLAGE GEOLOGIC HAZAR



6 PGS

When Recorded Mail To:
**District Clerk
c/o City of Dublin
100 Civic Plaza
Dublin, CA 94568**

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MP

Fee Waived per GC 27383

**AGREEMENT FOR LONG TERM ENCROACHMENT
FOR LANDSCAPE FEATURES WITHIN TRACT 8074,
JORDAN RANCH**

THIS AGREEMENT FOR LONG TERM ENCROACHMENT FOR LANDSCAPE FEATURES WITHIN TRACT 8074 ("Agreement") is made between the Fallon Village Geologic Hazard Abatement District ("GHAD ") and BJP-ROF Jordan Ranch LLC ("Owner").

1. **Property:** The subject property is Tract 8074 as filed in Book 321 of Maps at Pages 62-11, in the Official Records of the County of Alameda, State of California.
2. **Developer:** Owner is the owner of Tract 8074, Jordan Ranch, ("Project").
3. **Landscape Features:** Owner, as part of the Project, anticipates the construction of Project related landscape features within the GHAD's property, specifically Parcels "A" Tract 8074, portions of Parcels "C" and "I" of Tract 8024, and portion of Tract 7853 Construction details for these Landscape Features are shown on the Landscape Plans for Tract 8073/8074, Jordan Ranch, Phase 2 & 3: Trail and Open Space, prepared by Gates & Associates, approved by the City. The scope of the improvements covered under the agreement is shown on the attached Exhibit A.
4. **Encroachment Permit:** Owners shall apply to the GHAD for an encroachment permit for work to be performed pursuant to this Agreement. The GHAD must grant the encroachment permit for all work to install, operate and maintain the Landscape Features improvements and all the conditions imposed by the GHAD must be consistent with the provisions of this Agreement. If there is a conflict between any provisions of this Agreement and the encroachment permit, the provisions of this Agreement shall prevail over the conditions of the encroachment permit.
5. **Ownership:** Owners shall own all special Landscape Features, including but not limited to fountains, arches, monuments, etc.

6. **Operations and Maintenance:** Owners shall maintain and repair all the Landscape improvements, including all frontage and island landscape plantings, irrigation, and sidewalks within the designated areas, in a safe manner consistent with the approved plans to the reasonable satisfaction of the GHAD at its sole cost and expense, including electric power and water cost. Owner will be responsible at its sole cost to replace or repair any Landscape Feature damaged or removed during the maintenance or repair of slope, drainage or other improvements by the GHAD, unless such damage or removal is caused by the negligence, gross negligence or willful misconduct of the GHAD. The City will maintain at its sole cost all non-landscape improvements and any other features in the GHAD property.
7. **Removal or Relocation:** If future improvements proposed by the GHAD conflict with any of the Landscape Features, the GHAD may remove or reasonably relocate the Landscape Feature at its sole cost. If any of the Landscape Features are relocated, the GHAD and Owners will execute a modification to this Agreement to reflect the maintenance and operations at its new location. Provided, however, the GHAD is under no obligation to relocate any of the Landscape Features.
8. **Insurance:** Owners shall obtain and maintain in effect a combined single limit policy of liability insurance not less than one million dollars (\$1,000,000) covering the Landscape Features improvements and shall name the GHAD as an additional insured.
9. **Indemnification:** Owners shall indemnify, defend and hold the City harmless from and against any and all loss, claims, liability damage or expense or cost the GHAD may incur or become liable for or for which a claim is made by a third party, due to or arising out of Owner's construction, maintenance or operations of the Landscape Features unless caused by the negligence, gross negligence or willful misconduct of the GHAD, its agents, contractors or employees.
10. **Permanent:** The Landscape Feature and the rights appurtenant thereto as set forth in this Agreement shall exist in perpetuity, and are appurtenant to the Property.
11. **Right to Assign:** Owners may assign any or all rights, interests and obligations of Owners arising under this Agreement to the Homeowners' Association for Tract 8074 or to a successor in interest of Owners with respect to all or a portion of the Project; provided, however, that no such assignment of Owners' rights interests and obligations under this Agreement shall occur without prior written notice to the City and written approval by the District Manager, which approval shall not be unreasonably withheld, conditioned or delayed. The District Manager shall consider and decide on any assignment within ten (10) days after Owner's notice thereof, provided all necessary documents and other information are

provided to the District Manager to enable the District Manager to assess the assignment.

12. **Successors and Assigns:** Each reference to the “GHAD” in this Agreement shall be deemed to refer to and include the GHAD and all successors and assigns of GHAD. All references to the “Owner” in this Agreement shall be deemed to refer to and include BJP-ROF Jordan Ranch LLC and all successors and assigns BJP-ROF Jordan Ranch LLC including but not limited to the Tract 8074 Home Owner’s Association.
13. **Notices:** Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery if delivered personally to the party to whom notice is to be given (including messenger or recognized delivery or courier service) or on the second day after mailing, if mailed to the party to whom notice is to be given, by first-class mail, postage prepaid, and properly addressed as follows:

City: Fallon Village Geologic Hazard Abatement District
c/o City of Dublin
100 Civic Plaza
Dublin, California 94568
Fax No. (925) 833-6651
Attn: District Manager

Owner: BJP-ROF Jordan Ranch LLC
5000 Hopyard Road, Suite 170
Pleasanton, CA 94588
Fax No. (925)-467-9919
Attn: Robert Radanovich, Authorized Representative

Copy To: David Gold
Morrison and Forester
101 Ygnacio Valley Road, Ste .450
Walnut Creek, CA 94596
Fax No. (925)-946-9912

14. **Exhibits:** All exhibits attached to this Agreement are incorporated herein as though they were set forth in full body of this Agreement.
15. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired

or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

16. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement, executed by each of the parties hereto.
17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

Dated this 17th day of July, 2012.

GHAD:

Fallon Village Geologic Hazard Abatement District,

By: Joni Pattillo
Joni Pattillo
City Manager

OWNERS:

BJP-ROF Jordan Ranch LLC

By: Robert Radanovich

Robert Radanovich
Authorized Representative

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

File No: ()

APN No:

STATE OF California)SS
COUNTY OF Alameda)

On May 15, 2012 before me, J. Snipes, Notary Public, personally appeared
Robert Radanovich

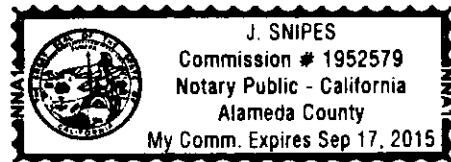
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature

J. Snipes



This area for official notarial seal.

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
 CORPORATE OFFICER(S) TITLE(S)
 PARTNER(S) LIMITED GENERAL
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

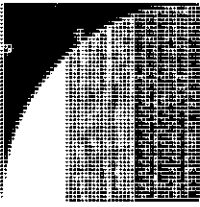
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____

DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____



GATES & ASSOCIATES
 LANDSCAPE ARCHITECTURE
 LAND PLANNING URBAN DESIGN

TRACT 807.3/8074
 JORDAN RANCH
 PHASE 2 & 3:

TRAIL AND
 OPEN SPACE
 DUBLIN, CA

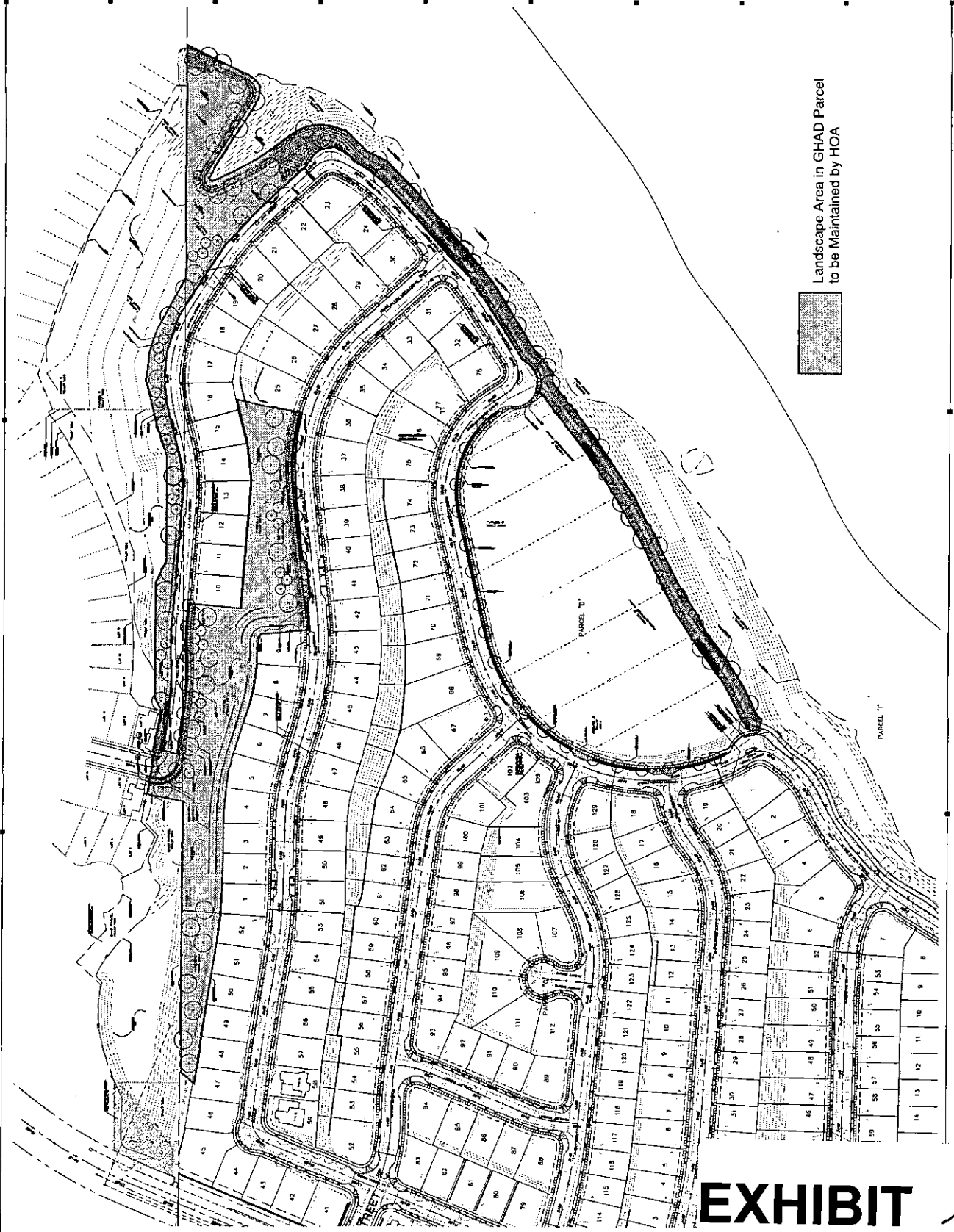
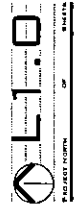


SYMBOL	DESCRIPTION	DATE



PROJECT NAME: JORDAN RANCH
 PROJECT NUMBER: 14118
 PROJECT FILE: 14118
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: 08-23-2011
 SCALE: 1" = 200'

EXHIBIT



Landscape Area in GHAD Parcel
 to be Maintained by HOA

EXHIBIT A
 To the Agreement



**STAFF REPORT
SCHAEFER RANCH
GEOLOGIC HAZARD ABATEMENT DISTRICT**

DATE: February 7, 2017

TO: Honorable President and Board of Directors

FROM: Christopher L. Foss, District Manager

SUBJECT: Authorization to File Applications for GHAD Property on Ridgeline Place
Prepared by: Andrew Russell, District Engineer

EXECUTIVE SUMMARY:

The Board of Directors will consider a request by Discovery Builders, Inc. (dba Schaefer Ranch Holdings LLC) to file applications with the City of Dublin. The applications are associated with property on Ridgeline Place that is owned by the Schaefer Ranch Geologic Hazard Abatement District (GHAD). Discovery Builders is interested in acquiring a portion of the GHAD-owned property and incorporating the property into an adjacent, vacant, single-family lot they own at 7931 Ridgeline Place (Lot 70 of Tract 6765). The Board of Directors will also consider authorizing GHAD staff and GHAD consultants to work on studying the proposed property acquisition.

STAFF RECOMMENDATION:

Receive the report and authorize Staff to file applications with the City of Dublin and authorize Staff to work on studying the proposed property acquisition with all application and associated costs being paid by Discovery Builders, Inc.

FINANCIAL IMPACT:

No financial impact to the Schaefer Ranch GHAD. If authorized by the Board of Directors, all costs associated with filing applications and with reviewing, studying, and evaluating the acquisition proposal would be borne by Discovery Builders, Inc.

DESCRIPTION:

Discovery Builders Inc., the developer of the Schaefer Ranch subdivision, is interested in acquiring a portion of Schaefer Ranch Geologic Hazard Abatement District (GHAD) property on Ridgeline Place that is adjacent to a vacant, single-family lot at 7931 Ridgeline Place (Attachment 1 – Location Map). Discovery Builders would like to acquire approximately 0.35 acres of GHAD-owned property and combine said property with the adjacent vacant lot. In order to initiate the review of their request, Discovery Builders has submitted a letter (Attachment 2 – Request Letter) requesting that the GHAD sign as property owner on certain City of Dublin applications and that the GHAD

review their proposal for land acquisition, which includes acknowledgement that Discovery Builders will pay all associated fees and GHAD costs.

Application Request

Discovery Builders Inc. contacted GHAD staff regarding their interest in pursuing acquisition of a portion of GHAD-owned property that is adjacent to a vacant residential lot at 7931 Ridgeline Place, which is owned by Discovery Builders. The location is west of the cul-de-sac terminus of Ridgeline Place. GHAD staff responded that the GHAD Board of Directors would need to authorize GHAD staff to spend time and effort to review the proposed acquisition and that any costs associated with the review would need to be paid by Discovery Builders, as such expenditures do not align with the mission or budget of the GHAD.

Additionally, because the proposed acquisition is to facilitate increasing the size of their vacant lot, Discovery Builders determined that they would need City of Dublin approval of development applications, including a General Plan Amendment, Rezoning, Site Development Review, and Lot Line Adjustment. The City of Dublin requires that the property owner or owners sign the application forms associated with these development applications. Discovery Builders has requested that the GHAD Board of Directors authorize the filing of such applications with the City of Dublin, with any City of Dublin fees or costs to be paid by Discovery Builders. If the Board of Directors authorizes the filing of applications with the City of Dublin, Discovery Builders will submit the applications, which will be subject to Dublin City Council review.

Evaluation of Proposed Acquisition & Project Costs

California Public Resources Code, Section 26578, states that the GHAD “may sell, lease, exchange, assign, encumber or otherwise dispose of property or any interest in property.” GHAD staff has not spent any significant time reviewing the request and proposal from Discovery Builders. Should the Board of Directors grant Discovery Builders’ request, GHAD staff and consultants would review the proposed land acquisition with respect to the GHAD’s primary mission, which is to prevent, mitigate, abate, and control geologic hazards. Staff and consultants will evaluate the short- and long-term impacts and benefits of the proposed land acquisition.

GHAD staff, the GHAD Services Consultant (ENGEО Inc.), and GHAD Counsel (Adam Lindgren of Meyers Nave) would all be involved in the review of Discovery Builders’ proposal. Additionally it is anticipated that other subject matter experts, such as a certified real estate appraiser, would be hired to provide consultation on the proposed land acquisition. Contracting with subject matter experts will be in accordance with the GHAD adopted policy governing contracting and purchases.

The GHAD costs associated with studying and evaluating the proposed acquisition, including costs of subject matter experts, is not part of the current GHAD budget and are not consistent with the GHAD mission of preventing and mitigating geologic hazards. As such, the costs associated with the Discover Builders proposal will be paid

by Discovery Builders. If authorized by the Board of Directors, GHAD staff will request of Discovery Builders a deposit that will be used to pay for the time and materials expended in the study of the proposal. Project related expenses will be documented, with copies provided to Discovery Builders upon request. If project costs exceed the initial deposit, another deposit will be requested.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A Public Meeting Notice was mailed to all property owners and occupants within 300 feet of the proposed project. A Public Meeting Notice was also published in the East Valley Times and posted to several locations throughout the City of Dublin.

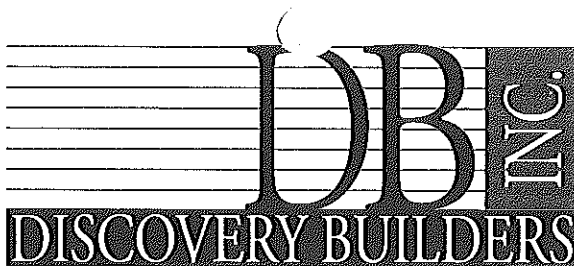
ATTACHMENTS:

1. Location Map
2. Discovery Builders Request Letter Dated January 17, 2017


Chris Foss, City Manager 1/31/2017

Location Map – Ridgeline Place





4061 Port Chicago Highway, Suite H
Concord, California 94520
(925) 682-6419
Fax (925) 689-7741

January 17, 2017

Schaefer Ranch GHAD
Attn: Christopher L. Foss, District Manager
100 Civic Plaza
Dublin, CA 94568

Subject: Schaefer Ranch Tract 6765, Request for Lot 70 (APN 941-2834-34, 7931 Ridgeline Place) Lot Line Adjustment with portions of GHAD Parcel I (APN 941-2832-26) and GHAD Parcel U (APN 941-2832-37)

Dear District Manager,

Schaefer Ranch Holdings, LLC dba Discovery Builders Inc., owner of the vacant lot at 7931 Ridgeline Place (APN 941-2834-034, Lot 70 of Tract 6765), would like to acquire a portion of property from the Schaefer Ranch Geologic Hazard Abatement District (GHAD) and incorporate it into 7931 Ridgeline Place. The GHAD property in question is a portion of open space parcels known as Parcel I of Tract 6765 (APN 941-2832-026) and Parcel U of Tract 6765 (APN 941-2832-37). As a start to the process, Discovery Builders will file a lot line adjustment and other applications with the City of Dublin Planning Division.

By this letter, Discovery Builders is requesting that the GHAD agree to the filing of these applications and agree to sign the application forms as owner of one of the two properties. Discovery Builders will pay the applicable fees and costs for permit processing and staff and consultant costs related to the processing of these applications.

Please do not hesitate to contact me at (925) 603-2602 if you need any additional information.

Sincerely,

Noelle Ortland
Discovery Builders, Inc.

CC: Andrew Russell, District Engineer, Schaefer Ranch GHAD
Eric Harrell, GHAD Consultant, ENGE0