

**FOURTH AMENDMENT TO AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT**

This FOURTH AMENDMENT TO AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (“**ARDDA Fourth Amendment**”) is made and entered into effective as of July 21, 2026 (“**ARDDA Fourth Amendment Date**”), by and between the CITY OF SAN PABLO, a California municipal corporation (“**City**”), and DANCO COMMUNITIES, a California corporation (“**Developer**”).

Recitals

A. The City and the Developer entered into that certain Amended and Restated Disposition and Development Agreement dated March 23, 2023 (“**ARDDA**”) providing for the sale and development of a portion (“**Site**”) of that certain real property more commonly known as the former San Pablo City Hall located at 13831 San Pablo Avenue, San Pablo, California. The City and the Developer amended the ARDDA by that certain First Amendment to Amended and Restated Disposition and Development Agreement (“**ARDDA First Amendment**”) entered into as of March 19, 2024 (“**ARDDA First Amendment Date**”), by that certain Second Amendment to Amended and Restated Disposition and Development Agreement (“**ARDDA Second Amendment**”) entered into as of June 20, 2024 (“**ARDDA Second Amendment Date**”) and by that certain Third Amendment to Amended and Restated Disposition and Development Agreement (“**ARDDA Third Amendment**”) entered into as of March 23, 2026 (“**ARDDA Third Amendment Date**”). The ARDDA, the ARDDA First Amendment, the ARDDA Second Amendment and the ARDDA Third Amendment are hereinafter collectively referred to as the “**ARDDA**.”

B. The Site consists of two parcels identified as the “**Phase 1 Parcel**” and the “**Phase 2 Parcel**,” as more particularly described in the ARDDA. The Developer has taken title to the Phase 1 Parcel and has commenced and completed construction thereon in accordance with the ARDDA. The Developer is in escrow for the purchase of the Phase 2 Parcel and anticipates closing escrow before the end of August 2026.

C. Under the ARDDA, the Developer is required to close escrow for the purchase of the Phase 2 Parcel no later than July 31, 2026. To ensure sufficient time for the close of escrow, the City desires to extend the deadline to August 31, 2026.

D. The ARDDA currently contains a legal description of the Phase 2 Parcel that includes the “**Historic Buildings Parcel**” (as defined therein) which is to be retained by the City. The Developer is currently in the process of preparing a parcel map separately describing the Phase 2 Parcel and the Historic Buildings Parcel, together with descriptions of the public access easements on the Phase 2 Parcel to be reserved to the City. The parties desire that a copy of the recorded parcel map be attached to the ARDDA.

E. Further, the ARDDA currently provides that the loans made by the City to the Developer for the “**Phase 2 Project**” (as defined therein) be repaid from 80% of residual receipts from the Phase 2 Project. The Developer has requested that the percentage be reduced to 75% of residual receipts because it is a requirement of the Developer’s lender, and the City desires to make that change.

Agreements

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows:

1. **Recitals.** The Recitals are true and correct and incorporated herein by this reference.

2. **Terms.** All undefined terms when used herein shall have the same respective meanings as are given such terms in the ARDDA unless expressly provided otherwise in this ARDDA Fourth Amendment.

3. **Amendment to Timing for Close of Escrow.** The date to complete paragraph number 27, titled “Close of Escrow” set forth in the Schedule of Performance, Attachment No. 3 of the ARDDA, is hereby amended to read as follows:

“As soon as practicable after the satisfaction of all conditions precedent to close of escrow, but in no event later than ~~July 31, 2026~~ August 31, 2026, except that if tax credits are awarded, the close of escrow shall be no later than 180 days from the tax credit reservation date provided by TCAC.”

4. **Preparation and Recordation of Parcel Map for Phase 2 Parcel and Historic Buildings Parcel.** The following sentence is hereby added to Section 1.2.2 of the ARDDA:

“The Developer shall cause to be prepared for City approval a parcel map describing separately the Phase 2 Parcel and the Historic Buildings Parcel, together with the public access easements in, on, over and across the Phase 1 Parcel and the Phase 2 Parcel which are to be reserved to the City. Following approval by the City, the Developer shall cause the final parcel map to be submitted to the County of Contra Costa for recordation. Immediately following recordation of the final parcel map by the County, a copy of it shall be attached to the ARDDA as “Attachment No. 2A, Parcel Map Describing the Phase 2 Parcel, the Historic Buildings Parcel, and the Public Access Easements Reserved to the City.”

5. **Residual Receipts Percentage Applicable to Payment of City Loans.** Section 2.16 of the ARDDA and Section 4 of the ARDDA First Amendment are hereby amended to provide that the City loans applicable to the Phase 2 Parcel and the Phase 2 Project described therein shall be payable from 75% of residual receipts from the Phase 2 Project.

6. **Public Access Easements.** Section 4.5 of the ARDDA is hereby amended in its entirety to read as follows:

“4.5 **Public Access Reciprocal Easements**

Following the sale of the Phase 2 Parcel to the Developer, access to the Historic Buildings Parcel will require access through and parking within portions of the Phase 1 Parcel and the Phase 2 Parcel under and appropriate easements therefor; ~~similarly, the Developer may require utility or other easements on, over, under or through the Historic Buildings Parcel.~~ Prior to the close of escrow for conveyance of the Phase 2 Parcel to the Developer, the City and the Developer agree to enter into a Reciprocal Public Access Easement Agreements providing (a) ~~for the City,~~ reasonable easements of access, parking, utilities and use on, over, under and/or through the Phase 1 Parcel and the Phase 2 Parcel respective parcel appropriate for the access and use of the Historic Buildings Parcel, ~~and (b) if required by the Developer, reasonable utility or other easements on, over, under and/or through the Historic Buildings Parcel as may be needed in connection with the development of the Phase 2 Parcel as provided in this Agreement.~~ Copies A ~~copy~~ of the Public Access Reciprocal Easement Agreements shall be ~~attached hereto and incorporated herein by reference as Attachment No. 7, and shall be~~ recorded against the respective parcels Phase 2 Parcel, and, if required, the Historic Buildings Parcel at the close of escrow for the Phase 2 Parcel.

7. **No Other Modifications.** Except as otherwise provided herein, all other terms and provisions of the ARDDA shall remain in full force and effect, unmodified by this ARDDA Fourth Amendment. To the extent of any inconsistency with the terms and conditions of the ARDDA, the terms and conditions of this ARDDA Fourth Amendment shall govern. Nothing in this ARDDA Fourth Amendment shall be deemed to reduce the rights and remedies under the ARDDA.

8. **Binding Effect.** The provisions of this ARDDA Fourth Amendment shall be binding upon and inure to the benefit of the heirs, representatives, successors and permitted assigns of the City and the Developer.

9. **Governing Law.** The provisions of this ARDDA Fourth Amendment shall be construed and enforced in accordance with the laws of the State of California.

10. **Authority.** The City and the Developer represent and warrant that they have the requisite authority to bind the entity on whose behalf they are signing.

11. **Counterparts.** This ARDDA Fourth Amendment may be executed in any number of counterparts. Any such counterpart, when executed, shall constitute an original of this ARDDA Fourth Amendment, and all such counterparts when appropriately delivered between the City and the Developer shall constitute one and the same final ARDDA Fourth Amendment.

IN WITNESS WHEREOF, the City and the Developer have executed this ARDDA Fourth Amendment as of the ARDDA Fourth Amendment Date first set forth above.

CITY OF SAN PABLO, a California municipal corporation

By _____
Matt Rodriguez, City Manager

DANCO COMMUNITIES, a California corporation

By _____
Chris Dart, President