



***PLANNING AND TRANSPORTATION  
DIVISION***

**MEMORANDUM**

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**Date:** December 7, 2006

**To:** Planning and Transportation Commission

**From:** Julie Caporgno, Advance Planning Manager

**Subject:** REVISED BELOW MARKET RATE AGREEMENT LETTER

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Please find attached a revised signed copy of the Below Market Rate Agreement Letter. This Agreement replaces Attachment C in your staff report.

Thank you.

Attachment



# City of Palo Alto

Department of Planning and  
Community Environment

November 2, 2006

Susan Millinich  
Prometheus Real Estate Group  
1900 South Norfolk Street, Suite 150  
San Mateo, CA 94403

**Subject: Below Market Rate (BMR) Agreement for Park Village Apartments – Addition of 12 New Residential Townhouse Rental Units to Existing 151 Unit Rental Project at 1072 Tanland Drive, Palo Alto  
06 PLN-00000-00101; ARB, Minor Subdivision, DEE  
APNs: 127-38-01, 02, 03, 04; 127-38-13, 14, 15, and 16**

Dear Ms. Millinich:

This letter summarizes the agreement between you as the representative of the owner and applicant (the "Owner") and the Department of Planning and Community Environment Planning (the "City") regarding satisfaction of the provisions of the City of Palo Alto's Below Market Rate (BMR) Program for the proposed 12-unit addition to Park Village Apartments development (the "Project") located at 1072 Tanland Drive, Palo Alto, as further described in Attachment A – Property Description.

The BMR program requirements are contained in Program H-36 of the Comprehensive Plan (Chapter 4 – Housing). You and Planning Division staff have discussed and negotiated the terms of this agreement, and your signature(s) on this letter confirms that you agree to these provisions. This agreement will be incorporated by reference in the Architectural Review Board (ARB) conditions of approval for the project and in the agreement for the project's tentative and final subdivision map. The ARB recommended approval of the Project on October 19, 2006. The purpose of the subdivision map is to merge the existing eight (8) parcels into one parcel. Concurrently with the recording of the final subdivision map, a formal BMR agreement containing the terms and provisions of this letter agreement will be recorded against the Project.

Description of Existing Development and the Project: The 5.70 acre site (249,035 square feet) is zoned RM-30 and is presently composed of eight parcels; the site is developed with a rental garden apartment project constructed in 1963, known as Park Village. There is one community building and 151 apartments in eight separate buildings. Eight

250 Hamilton Avenue  
P.O. Box 10250  
Palo Alto, CA 94303  
650.329.2441  
650.329.2154



rental duplexes, also part of the Park Village complex, are located across Tanland, but are not part of these applications.

The Project consists of the construction of twelve (12) townhouse style rental units in three new structures on two sites within the existing complex. The new townhouse apartments will have two-stories of living area over private, two car garages. There are two floor plans with two bedrooms and two baths each and about 1,175 square feet of living space for the "A" type units and 1,325 square feet for the "B" type units.

The new total of 163 units will continue to be owned and operated by Owner as rental housing. All the units in the Park Village complex are subject to the requirements and restrictions of Section 21.40 of the Municipal Code, which places limitations on the conversion of rental housing projects of three or more units to condominium ownership. Any proposal for a condo conversion of Park Village would require a separate application, City review, approval and a new BMR agreement consistent with the provisions of Section 21.40. Therefore, this agreement covers only the operation of the Project and the three (3) BMR units as rental housing.

BMR Requirement: Program H-36 requires a 15% BMR component for the 12 new units being constructed, which equals 1.80 BMR units. Usually, the owner would satisfy this requirement by providing one of the 12 newly built units as a BMR rental unit, plus pay a one-time, in-lieu fee to cover the remaining 0.8 unit. However, because the new units are part of a much larger existing rental project, we have agreed upon the conversion of three (3) of the older existing apartment units to BMR rentals instead of providing a single new BMR rental unit and a fee. The apartments designated as BMR units shall be completely repaired and renovated prior to rental to BMR households. This alternative agreement will provide a greater number of affordable housing units to the BMR program inventory with an equivalent square footage to two of the new units. The three BMR units are described below:

<b>Table A: Park Village Apartments: Description of BMR Rental Units</b>		
<b>Number of Units</b>	<b>Floor Plan Name &amp; Size</b>	<b>Bedrooms / Baths</b>
3	Newport Plan – 850 SF	2 / 1
3 Existing Units	Total BMRs : 2,550 SF	---

Location and Timing for Occupancy of BMR Units: The three (3) BMR units shall be located in different buildings or areas of the apartment complex. Proposed unit locations



shall be submitted to the City for approval prior to the start of the renovation work on the proposed BMR units. The renovation work shall be completed and the three (3) BMR units ready and available for occupancy by BMR tenants prior to the issuance by the City of first certificate of occupancy for any of the 12 new apartments.

BMR Agreement to Be Recorded: A formal BMR Regulatory Agreement (the "BMR Regulatory Agreement") shall be prepared in a form satisfactory to the City Attorney, incorporating the terms and provisions of this letter agreement, and executed by the Owner and the City prior to the final subdivision map being agendized for City Council action.

The BMR Regulatory Agreement will be recorded against the property simultaneously with the recording of the Subdivision Agreement and will be a contractual obligation of the Owner and its successors in interest and shall run with the land. Consent and subordination to its provisions is required from any lender with a secured interest in the Park Village apartment property.

Term of BMR Agreement: The term of the BMR Regulatory Agreement governing the rental of the three (3) BMR units shall be 59 years from the date the Agreement is recorded.

Construction, Finishing, Parking & Use of Common Amenities: The three (3) BMR units shall be in an excellent state of repair and be renovated in a comparable manner to the work being conducted by Owner on the market rate units in the project. Specifically the BMR units shall at least have: new appliances, cabinets, counter tops, floor coverings, interior paint, window coverings, and lighting fixtures. Bathrooms shall have new toilets, tubs, showers and sinks if most market rate units are being given such upgrades. Upon completion of the repairs and renovation work on each BMR unit, the City shall inspect the unit to determine that it meets the repair and renovation standards required by the BMR Regulatory Agreement. If the standards have been met, then the City Manager shall approve the acceptance of each of the BMR units into the BMR program. Owner shall then proceed with finding qualified BMR applicants, screening and conducting income certifications, executing rental agreements and getting the units occupied.

Definition of BMR Rent: The BMR rent is the total maximum monthly charge that may be paid by the tenant for occupancy of a BMR unit, including:

- 1) Use of the standard number of auto and bicycle parking spaces assigned or made available, for that category of market rate unit; and
- 2) The value of utility services that are not separately metered to each unit. Note that there is no requirement to deduct a utility allowance for separately metered utilities that are directly paid by the tenant in determining the maximum BMR rent.



The maximum BMR rent also includes the use of common facilities and amenities that are provided to market rate tenants without separate fees or charges as part of their regular monthly rental payment, such as use of a storage locker or use of the Project's recreation facilities and common areas, etc. If Owner offers market rate tenants the right to purchase the use of facilities or services, for example, an extra parking space or a health club membership, then Owner shall offer the same facilities or services on the same basis and pricing to the BMR tenants.

Owner shall allocate and assign auto parking spaces, bicycle storage, and personal storage lockers to the BMR units on the same basis as is done for similar market rate units. BMR residents shall have equal access and use of the Project's common amenities as do the market rate residents.

Amount of Initial, Starting Rents: The City's Director of Planning and Community Environment shall establish the Initial "Start" BMR Rent for each BMR unit as of the date of issuance of the first building permit for the 12 new units (the "Start Date"). The Initial BMR Rents are the rents the Owner is allowed to charge at the first rent-up and occupancy of each BMR unit. Thereafter, the maximum BMR rents for new and existing tenants are reset to be effective every 12 months based on changes in the Consumer Price Index – Rent Residential index as described below.

The Initial BMR Rents are derived by applying the applicable initial rent formula to the rents by unit type for households at 100% of the area median income (the "AMI") in Santa Clara County, as published annually by the California Tax Credit Allocation Committee (the "TCAC Rents") with adjustments to the 100% of AMI rents as needed to obtain the correct BMR rents (such as 50% of AMI or 70% of AMI). For example, two-bedroom units with a 50% of Area Median Income (AMI) rent formula will have an Initial Rent equal to TCAC's published 50%, two-bedroom unit rent. The TCAC methodology is used for most affordable rental housing in the State. TCAC uses standardized assumptions about the number of persons per household, defines household income limits and rental affordability as paying no more than 30% of a household's assumed income for rent.

For each of the 3 BMR units in the Project, the initial rent formula, the affordability level, the initial "Start" rents, in effect as of the October 2006 date of this agreement, the maximum household income at move-in and at the annual income recertification are summarized in Attachment B.

Rent Increases: Increases in the maximum BMR rents that may be charged shall be calculated annually in order to become effective each July 1. The annual increase shall not exceed an amount equal to one-half of the percentage increase in the Consumer Price Index for All Urban Consumers, Rent Residential, San Francisco Oakland area (CPI)



from the prior year's base CPI to the latest index available as of the Calculation Date. This index is published regularly by the Bureau of Labor Statistics & covers the San Francisco, Oakland, and San Jose area.

The following is a sample, hypothetical calculation of an annual rent increase:

- |  |       |
|--|-------|
| 1) CPI – Rent Residential Index Available as of April 1: | 242.5 |
| Less – CPI – Rent Index as of prior year's April 1:      | 225.2 |
| Difference   | 17.3  |
- 2)  $17.3 / 225.2 = .0768 = 7.68\% / 2$  (one-half) = 3.84% equals the rent increase percent  
3) Current maximum rent for unit: - \$1,193 times 3.8% = \$45.34 maximum rent increase  
(which is then rounded to the nearest dollar)  
4) New maximum rent = \$1,238.00

The Owner shall contact the City for the determination of annual rent increases on April 1 of each year (the "Calculation Date"). The City will calculate the new maximum allowable rents using the above formula and notify Owner of the permitted maximum rent increases. The resulting BMR rents are the maximum applicable rents as leases expire or new tenants move in to the BMR units over the 12-month period following the annual anniversary of the each rent change. If the City does not notify Owner by April 30 of the new maximum rents, Owner may implement rent increases that comply with this formula. There is no cap on the amount of the annual rent adjustment and no negative rent adjustments are required.

The rent for an existing BMR tenant may not be increased more than once in any 12-month period regardless of whether the tenant is renting under a month-to-month rental agreement or an annual lease. The Owner must provide all BMR tenants with a minimum 60-day written notification of any rent increases.

For the initial year after completion and occupancy of the BMR units, the annual rent increase percentage shall be prorated from the Start Date to the following April 1, as necessary to account for the first period of CPI index changes being more or less than 12 months.

Catch-Up for Rent Increases Not Implemented In Prior Years: While the Owner may choose to charge rents that are less than the maximum rents allowed under the CPI formula, the Owner may not increase the rent for an existing BMR tenant in excess of the amount allowed by the current year's annual CPI change formula in order to catch-up with rent increases not taken in prior years. However, when a BMR unit is vacated, the Owner may rent the unit to a new BMR tenant at the then-current maximum rent per the formula, which rent will thus include the prior years CPI changes and rent increases that were not previously implemented.



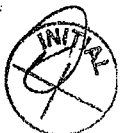
Compliance with Other Laws: All applicable State and local laws and ordinances affecting the operation of rental housing apply to the operation of the BMR units. Notwithstanding any language to the contrary in Section 9.68.020(d) of the PAMC, the provisions of PAMC Chapter 9.68, including the requirement to offer tenants a one-year lease, shall apply to the BMR units.

BMR Tenant Preferences, Waiting List, and Selection: First preference for occupancy of all BMR rental units shall be given to those otherwise eligible households that have at least one member who lives or works within the city limits of Palo Alto. (Note: the Stanford University campus is not within the city limits of Palo Alto.)

Owner shall be responsible for maintaining a waiting list, or advertising vacancies, for the BMR units and providing information to prospective BMR applicants. If a BMR vacancy occurs and Owner does not have a qualified applicant available from its waiting list that meets the live or work in Palo Alto preference, then Owner shall advertise the BMR unit vacancy in a local newspaper of general circulation in Palo Alto (and list the unit in a locally used online rental housing site) for a period of two weeks and make a good faith attempt to find a qualified tenant that meets the Palo Alto preference before renting to a non-preference household. Alternatively, subject to the City's consent, Owner may contract with a qualified local organization to maintain a waiting list and market BMR units to prospective tenants. Nevertheless, Owner shall be solely responsible for the actual selection of BMR tenants, including conducting the Owner's normal tenant screening process, and for the enforcement of the terms of the tenancy and lease or rental agreement.

Minimum Household Sizes: Minimum household size rules for occupancy of BMR rental units are set so that units with more bedrooms are available to, and occupied by, larger households. The household size standards apply both at the initial rental of a BMR unit and at each household's annual recertification.

If at an annual recertification an otherwise qualified BMR household no longer meets the minimum household size standard for the unit that it occupies because one or more household members have moved and established permanently residency at another location, then the household shall be required to move out following the same process described for over-income BMR tenants. The vacated BMR unit shall then be rented to a qualified household of at least the minimum size for that unit. There are no maximum household size standards set by the City's BMR program; maximum household size standards may be set by the Owner.



The minimum household size standards are:

<u>Unit Type</u>	<u>Minimum Household Size</u>
Two-bedroom Units	Two-persons

Eligible BMR Households Review of Qualifications & Income Certifications: Applicants for BMR rental units must meet qualifications regarding income, assets and minimum household size standards. The Palo Alto residency and / or work location preferences must also be verified. Existing BMR tenants must be recertified annually to verify that the applicable qualifications are met in order to continue to be eligible to pay BMR rent and occupy a BMR unit. Higher income limits apply for existing BMR tenants at the annual recertification than apply when a tenant first moves into a BMR unit.

The procedures of the HUD Section 8 rental assistance program, or successor program, shall be followed in conducting the income certifications, except as modified by the City to meet the requirements of the BMR program. Prior to initial occupancy by a new tenant, or every twelve months for an existing BMR tenant, the Owner shall obtain the appropriate documentation from applicants and tenants and make its own determination of annual income and other qualifications and submit the documentation package to the City for its review. The City will review the documentation package and make the final determination regarding each household's eligibility for the BMR program prior to the Owner's execution (or renewal) of the rental agreement or lease for the BMR unit. Owner shall not permit a new BMR tenant to occupy a BMR unit prior to completion, and City's approval, of the qualification and income certification process.

Rent Increases for BMR Tenants Where the Tenants Income Exceeds the Applicable Income Limit for That Unit's Rent Formula Category: As shown in **Attachment B**, the Project has two levels of affordability with separate maximum income limits that apply to each category upon annual income recertification. If at an annual income recertification the income of an existing tenant's income exceeds the applicable recertification income limit under the rent formula for the unit that they occupy, then the rent for that tenant may be increased by Owner to the BMR rent for the next higher income limit category provided the tenant's income qualifies under that higher category. The unit will then be temporarily re-designated as that category of BMR unit. Owner must then designate the next available vacant BMR unit of that bedroom type as the former category of BMR unit and rent it to a qualified household at the appropriate rent.

Existing BMR Tenants Who Become Ineligible Because Household Income Exceeds the Overall Maximum Income Limit: As shown in **Attachment B**, the overall maximum household income limit for all categories of existing BMR tenants at the annual recertification is 80% of AMI adjusted by household size. BMR tenants whose incomes upon recertification exceed the 80% of AMI limit will cease to qualify to pay BMR Rent



or to occupy BMR units. The Owner shall give such tenants a written Notice of Ineligibility upon completion of the recertification process advising the tenant that:

1) The rent will be increased in sixty (60) days from the date of the Notice in a specified amount (to be determined by Owner, but not exceeding the rent for comparable market-rate units); and

2) That the tenant must vacate the unit within six (6) months of the date of the Notice, or at the end of the current lease term, whichever is later.

When the unit is vacated, the Owner must rent the unit, at that unit's original income level designation as shown in **Attachment B**, to a new, BMR qualified household. Alternatively, if the over-income tenant would like to continue to occupy the unit at market rent and the Owner agrees, then, subject to the City's prior written approval, Owner shall designate a comparable, similarly renovated vacant market unit as the BMR unit and rent that unit subject to the requirements that applied to the original BMR unit. The replacement BMR unit shall have the same number of bedrooms and the same, or larger, floor plan as the original BMR unit.

Informational Materials & Rental or/ Lease Agreement: Owner shall provide verbal and written information upon request to persons interested in the BMR rental program and the BMR units, including an application for the Project's BMR waiting list. As an alternative to maintaining a waiting list, Owner may establish and follow a consistent written policy to advertise BMR units to the public as vacancies occur. Information regarding the conditions and restrictions applicable to occupancy of the BMR units shall be provided to each applicant and BMR tenant. Such information shall include: the current BMR Rent, the formula for calculation of annual rent increases, minimum occupancy standards for BMR units, the qualifying income limits for initial occupancy and for continued occupancy at recertification, and the requirement for an initial and annual income and asset certification, the applicable income limits at initial occupancy and at recertification, the offer of a one-year lease, the priority for Palo Alto households, the BMR waiting list or advertising procedures, the Owner's standards for tenant screening, and other relevant information. Penalties for noncompliance with the BMR program rules and requirements during the household's tenancy shall also be explained in the informational materials provided by Owner.

The BMR program requirements, conditions and restrictions, as described above including specifically the requirement for the tenant to cooperate in the annual income recertification, shall be incorporated as a formal addendum to each BMR tenant's rental agreement or lease, said addendum shall also include procedures and penalties by which Owner may enforce tenant compliance with the requirements for occupancy of a BMR unit. Applicants for BMR units, and existing tenants at their annual recertification, shall sign an acknowledgement of receipt of this information and of their understanding and agreement to comply with the BMR program requirements. Owner shall submit all



informational materials and forms of its rental agreements and leases for the BMR units to the City for approval prior to initial use or whenever revisions are being made.

Regular Maintenance, Repairs and Replacements for BMR Units: Owner shall provide the same level and quality of maintenance, repairs and periodic replacements of fixtures, finishings, appliances and painting for the BMR tenants and their units as is provided to the market rate tenants and their units.

Records and Annual Report: The Owner shall maintain files and records, in a form satisfactory to the City, to document compliance with the BMR Regulatory Agreement. Owner shall prepare, and submit to the City on an annual basis, a certification of compliance with the BMR Regulatory Agreement and a report, in a form specified by City, which shall contain information for each of the three (3) BMR units and their occupants summarizing the Project's compliance with the BMR Regulatory Agreement. **Attachment C** "BMR Rental Units: Sample Content and Format for Annual Report" illustrates a sample format and the type of data to be provided in the annual report.

Monitoring, Enforcement and Penalties for Noncompliance: The City shall have the right to periodically monitor and audit Owner's management, implementation and compliance with the BMR Regulatory Agreement. Owner and its representatives shall cooperate fully with the City in such monitoring and auditing. Should the City find that there is non-compliance with the BMR Regulatory Agreement, the City shall provide Owner with written notice of its findings and shall provide Owner with an appropriate period of time, depending on the nature of the findings, to achieve compliance, but in any case at least 30-days notice shall be provided to Owner.

If Owner does not achieve compliance to the satisfaction of the City with the BMR Regulatory Agreement within a reasonable time period set by the City, or if Owner demonstrates repeated and ongoing lack of staff capacity and capability to administer the BMR program, then the City reserves the right to directly perform, review, or contract with a third party for, the performance of any or all of the administrative tasks necessary to implement the BMR Regulatory Agreement. Such tasks may include, but are not limited to, the preparation of informational materials, conducting the initial and annual income and asset certifications, the calculation of maximum BMR rent and annual rent increases and other related tasks.

Should the City find it necessary to take over all or any part of the administration of the BMR Regulatory Agreement, Owner agrees to reimburse the City for its costs of such administration at the City's standard billing rates for time, overhead and materials. The City may contract with a third party to perform these tasks and Owner agrees to reimburse the City for the costs of such contracted work, in addition to the City's costs for review and oversight of the work. However, Owner will continue to remain



completely responsible for conducting Owner's normal tenant screening process unrelated to the BMR program, for the final decision on the selection of BMR tenants, and for enforcement of the terms of the tenancies. In no case, shall the City be a party to the rental agreement or lease between the BMR resident and Owner.

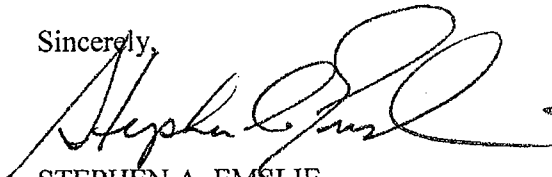
In the case of ongoing and repeated non-compliance or gross or deliberate negligence regarding Owner's responsibilities under the BMR Regulatory Agreement, the City may assess a penalty fine against Owner equal to the amount of the difference between the rents actually charged by Owner and the allowable BMR rents in cases where excessive rents have been charged for BMR units and / or may require Owner to reimburse the City at 150% of the City's standard billing rates for the time, overhead and materials incurred by City in correcting the non-compliances.

Guidelines, Administrative Procedures and Interpretations: The City may from time to time during the term of the BMR Regulatory Agreement adopt or approve guidelines, procedures and interpretations affecting the implementation of the BMR rental program in general, and its implementation in the Project, in particular. The Owner shall follow such revised guidelines, procedures and instructions from City, except that the calculation of the initial BMR Rents and the rent increase formula shall not be changed without an amendment to the BMR Regulatory Agreement, which shall require the written approval and consent of both Owner and City.

Program Administrator: The Department of Planning and Community Development administers the BMR program. The City's contract program administrator for the BMR program is currently PAHC Housing Services, LLC. The City may assign any or all of the administrative duties including review, approval and monitoring functions to its program administrator or other designee.

Please sign the two duplicate originals of this letter agreement and return one of the signed originals to Catherine Siegel, Housing Coordinator at the City to indicate that we have reached agreement regarding the BMR program component of the residential project at 1072 Tanland Drive.

Sincerely,



STEPHEN A. EMSLIE  
Director of Planning and Community Environment



Attachments:

- A. Property Description [to be inserted in recorded agreement]
- B. Description of BMR Rental Units
- C. BMR Rental Units: Sample Content & Format for Annual Report

cc: Julie Caporgno, Advance Planning Manager  
Catherine Siegel, Housing Coordinator, Advance Planning  
Lorraine Weiss, Contract Planner, Current Planning  
Marlene Prendergast, Executive Director, Palo Alto Housing Corporation  
Linda Mabry, BMR Administrator, PAHC Housing Services, LLC

We agree to provide the Three (3) Below Market Rate units in the Park Village Apartment Project at 1072 Tanland Drive, Palo Alto [06 PLN-00000-00101] as described in this Letter of Agreement dated November 2, 2006:

OWNER: Park Village Peninsula, LLC  
a California limited liability company

By: [Signature]

Name: JONATHAN MOSS

Title: Senior Vice President

Date: 12/6/06

APPLICANT: Prometheus Real Estate Group

By: [Signature]

Name: RONALD J. PRABG

Title: VICE PRESIDENT

Date: 12.06.06

By: SUNSCAPE APARTMENTS, a California limited partnership, its sole member

By: SUNSET RIDGE DEVELOPMENT CO., INC., a California corporation, its general partner

**ATTACHMENT A  
PROPERTY DESCRIPTION**

*[To be inserted in recorded agreement]*



**ATTACHMENT B  
DESCRIPTION OF BMR RENTAL UNITS**

<p align="center"><b>Park Village Apartments at 1072 Tanland Drive, Palo Alto Description of BMR Rental Units Initial Rent Formulas, Affordability Levels, Start Rent &amp; Qualifying Income Limits</b></p>						
<b>“Newport” Floor Plan</b>	<b>No. of Units</b>	<b>Unit Nos. [To Be Determined]</b>	<b>Initial Rent Formula &amp; Affordability Level</b>	<b>Current Start Rent [as of Nov. 2006]</b>	<b>Maximum Income at Move-In</b>	<b>Maximum Income at Annual Recertification</b>
<p align="center">All BMR Units Shall Have 2 Bedrooms &amp; 1 Bath</p>	1		<p align="center">50% of AMI “Very Low Income”</p>	\$1,193	50% AMI	70% AMI
	2		<p align="center">70% of AMI “Low Income”</p>	\$1,670	70% AMI	80% AMI



**ATTACHMENT C  
Sample Content & Format for Annual Report**

<b>Park Village Apartments at 1072 Tanland Drive: 3 BMR Rental Units</b>			
Period Covered By This Report: _____			
Unit Nos. / Address			
Record No	1	2	3
Initial Qualifying Income	50% of AMI	70% of AMI	70% of AMI
Tenant Name			
Unit Type & Floor Plan			
Floor in Building			
Household Size			
Preference Code			
Move-In Date			
Date of Last Income Certification			
Total HH Certified Income			
Tenant's Actual % of AMI			
Due Date of Next Income Certification			
Is Income Certification Current? [Yes or No]			
Current Rent Being Paid			
Current Maximum Rent for Unit			
Comments / Other			
<u>Preferences Are:</u> 1 <sup>st</sup> . Lived in Palo Alto before occupying the BMR unit and/ or Worked in Palo Alto before occupying the BMR unit; 2 <sup>nd</sup> . Worked in the unincorporated Stanford lands or for Stanford University, but not at a job location within the city limits of the City of Palo Alto; 3 <sup>rd</sup> . Other prior live or work locations			

