RESOLUTION NO. OB 08-15

Resolution Of The Emeryville Oversight Board Approving The Amended Long Range Property Management Plan Of The City Of Emeryville As Successor Agency To The Emeryville Redevelopment Agency Regarding The Disposition And Use Of Property Of The Former Emeryville Redevelopment Agency Pursuant To Health And Safety Code Section 34191.5

WHEREAS, pursuant to Health and Safety Code Section 34175(b) and the California Supreme Court's decision in California Redevelopment Association, et al. v. Ana Matosantos, et al. (53 Cal.4th 231 (2011)), on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings, and equipment of the former Emeryville Redevelopment Agency ("Agency") transferred to the City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency ("Successor Agency") by operation of law; and

WHEREAS, pursuant to Health and Safety Code Section 34191.5 , the Successor Agency must prepare a long-range property management plan ("LRPMP") which addresses the disposition and use of the real property of the former Agency, and which must be submitted to the Emeryville Oversight Board of the Successor Agency ("Oversight Board") and the Department of Finance ("DOF") for approval no later than six months, following the issuance by DOF to the Successor Agency of a finding of completion pursuant to Health and Safety Code Section 34179.7; and

WHEREAS, the DOF issued a Finding of Completion to the Successor Agency on August 29, 2013 and thus the deadline to submit the LRPMP to DOF was February 29, 2014; and

WHEREAS, on February 4, 2014 the Successor Agency approved the LRPMP for the disposition and use of former non-housing redevelopment agency properties pursuant to Resolution No. SA03-14, and thereafter, on February 11, 2014, the Emeryville Oversight Board approved the LRPMP pursuant to Resolution No. OB 14-02 and the Successor Agency submitted the LRPMP to the DOF on February 18, 2014; and

WHEREAS, on December 31, 2014, DOF notified the Successor Agency that the LRPMP was not approved for the following reasons:

1. Property No. 7 – Glashaus Public Parking – a public parking structure is not considered a governmental use and the LRPMP should include the lot size;
2. Property No. 8 – Amtrak and Public Parking – the Successor Agency holds a sublease interest and thus since it is not the owner of the property, it does not need to be included in the LRPMP; and
3. Property No. 9 – South Bayfront Site B – with respect to property to be transferred to a City for future development, the LRPMP must either reference a compensation agreement in place with the affected taxing entities or include intent to enter into one prior to disposition of the property. Additionally, the Successor Agency should follow the advice of independent tax counsel regarding the amount of sales proceeds from the property that are restricted; and

WHEREAS, on February 6, 2015, the Successor Agency and the City of Emeryville ("City") filed an action in Superior Court of the State of California, County of Sacramento, challenging the DOF's December 31, 2014 determination with respect to Property No. 7 – Glashaus Public Parking and Property No. 9 – South Bayfront Site B. (See *City of Emeryville, Successor Agency to the Emeryville Redevelopment Agency v California Department of Finance; Michael Cohen*, Case No. 34-2015-80002015-CU-WM-GDS)("LRPMP Writ Action"), which is pending before the Superior Court; and

WHEREAS, notwithstanding the pending LRPMP Writ Action, and without waiving, abandoning, or conceding its position therein, the Successor Agency prepared this Amended Long Range Property Management Plan ("Amended Plan") to (i) address the stated reasons for the DOF's disapproval of the LRPMP, (ii) reflect that in accordance with the enforceable obligations upheld in *City of Emeryville, Successor Agency to the Emeryville Redevelopment Agency v California Department of Finance; Michael Cohen*, C074186, Horton Landing Park and Amtrak and Public Parking, identified as Property 1 and 8 respectively in the LRPMP, have been transferred by the Successor Agency to the City and thus are not included in this Amended Plan, and (iii) provide for the sale of an easement interest in the Shellmound Street Lot (Property 8 of Amended Plan) to the East Bay Municipal Utility District (EBMUD) pursuant to the terms of that certain Easement Purchase Agreement, as approved by the Successor Agency on June 16, 2015 pursuant to Resolution No. SA10-15, and the Emeryville Oversight Board on June 23, 2015 pursuant to Resolution No. OB06-15 (Attachment 17 to Amended Plan); and

WHEREAS, Successor Agency staff have prepared the Amended Plan in accordance with Health and Safety Code Section 34191.5 pertaining to the disposition and use of eight (8) properties acquired by the former Redevelopment Agency and said Amended Plan was approved by the Successor Agency on September 1, 2015 pursuant to Resolution No. SA11-15; and

WHEREAS, in anticipation of the adoption of SB 107, the Successor Agency approved a further Amended Plan on September 15, 2015, pursuant to Resolution No. SA14-15, in which the Glashaus Public Parking property is classified as a governmental use property consistent with SB 107; and

WHEREAS, a copy of the Amended Plan approved by the Successor Agency was provided to the DOF, the Alameda County Administrative Officer, and the Alameda County Auditor-Controller prior to consideration of the Amended Plan by the Emeryville Oversight Board; now, therefore, be it

RESOLVED, that the Emeryville Oversight Board hereby approves the Amended Plan of the Successor Agency, attached hereto as Exhibit A.

ADOPTED, by the Emeryville Oversight Board at its regular meeting held Tuesday, October 27, 2015.

Dianne Martinez
CHAIR

ATTEST:

SECRETARY

GEMENT PLAN: PROPERTY INVENTORY DATA

	HSC 34191.5 (c)(2)		HSC 34191.5 (c)(1)(A)					SALE OF PROPERTY		HSC 34191.5 (c)(1)(B)	HSC 34191.5 (c)(1)(C)		
Type	Permissable Use	Permissable Use Detail	Acquisition Date	Value at Time of Purchase	Estimated Current Value	Value Basis	Date of Estimated Current Value	Proposed Sale Value	Proposed Sale Date	Purpose for which property was acquired	Address	APN #	Lot Size (Square Feet)
	Governmental Use	park/greenway	12/01/2006	4,210,148	0	Market	9/1/2015	N/A	N/A	park/greenway	N/A	APN 049-1041-026-16	63,422
	Governmental Use	park/greenway	06/03/2014	1,600,000	0	Market	9/1/2015	N/A	N/A	park/greenway	N/A	APN 049-1329-005-2; 049-1329-005-3; 049-1329-005-4; 049-1329-005-5 (portion)	11,782
	Governmental Use	park/greenway	4/23/2013	735,000	0	Market	9/1/2015	N/A	N/A	park/greenway	N/A	APN is 49-1328-3-2	3,925
	Governmental Use	park/community garden	2/2008	261,757	0	Market	9/1/2015	N/A	N/A	park/community garden	1042 48th St.	APN 049-1176-001-01	5,208
ding	Governmental Use	art and cultural center adjacent to City Hall	3/30/2006	3,650,000	-	Market	9/1/2015	N/A	N/A	art and cultural center	4062 Hollis St	APN 049- 618-004	33,697
Land	Future Development	5 parcel assemblage for mixed use residentia/commercial	10/16/2006; 11/08/2006; 11/05/2010; 12/14/2010	15,960,000	13,880,000	Appraised	8/8/2012	Market or fair reuse value	FY 16/17	extension of Bay Street Site A - residential/commercial mixed use	1525 & 1535 Powell St; 5770, 5760-5764 Shellmound Street	APN 049-1321-001-2; 049-1321-003-02; 049-1321-005; 049-1321-001-4; 049-1321-004-4	132,491
tructure	Governmental Use	50 parking space condominium unit	9/17/2008	2,000,000	250,000	Market	9/1/2015	Market	FY 16/17	public parking	Hollis Street	APN 49-1504-3-1, 4-1, -1, 6-2 and 7	8,331
Land	Sale of Property	vacant commercial lot fronting on I-80 freeway	1994	515,000	1,000,000	Market	9/1/2015	Market	FY 16/17	commercial development	Shellmound Street	APN 049-1516-013	25,756

GEMENT PLAN: PROPERTY INVENTORY DATA

	HSC 34191.5 (c)(2)	HSC 34191.5 (c)(1)(E)		HSC 34191.5 (c)(1)(F)	HSC 34191.5 (c)(1)(G)		HSC 34191.5 (c)(1)H)
Type	**Permissable Use**	**Estimate of Income/Revenue**	**Contractual requirements for use of income/revenue**	**History of environmental contamination, studies, and/or remediation, and designation as a brownfield site**	**Description of property's potential for transit oriented development**	**Advancement of planning objectives of the successor agency**	**History of previous development proposals and activity**
	Governmental Use	N/A	N/A	see attached	see attached	see attached	see attached
	Governmental Use	N/A	N/A	see attached	see attached	see attached	see attached
	Governmental Use	N/A	N/A	see attached	see attached	see attached	see attached
	Governmental Use	N/A	N/A	see attached	see attached	see attached	see attached
ding	Governmental Use	N/A	N/A	see attached	see attached	see attached	see attached
Land	Future Development	N/A	N/A	see attached	see attached	see attached	see attached
tructure	Governmental Use	N/A	N/A	see attached	see attached	see attached	see attached
Land	Sale of Property	N/A	N/A	see attached	see attached	see attached	see attached

CITY OF EMERYVILLE AS SUCCESSOR AGENCYTO THE EMERYVILLE REDEVELOPMENT AGENCY

Amended Long Range Property Management Plan

9/15/2015

OAK #4847-5230-0327 v2
05610-2007

INTRODUCTION

On June 27, 2012, Governor Brown signed into law Assembly Bill 1484 (AB 1484), a budget trailer bill that made substantial changes to the redevelopment agency dissolution process implemented by Assembly Bill 1X 26 ("Dissolution Act"). One of the key components of AB 1484 is the requirement that all successor agencies develop a Long Range Property Management Plan that addresses the disposition and use of the former non-housing redevelopment agency properties. On February 4, 2014 the City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency ("Emeryville Successor Agency") approved the Long Range Property Management Plan (Plan) for the disposition and use of ten (10) former non-housing redevelopment agency properties pursuant to Resolution No. SA03-14. Thereafter, on February 11, 2014, the Emeryville Oversight Board approved the Plan pursuant to Resolution No. OB 14-02 and the Emeryville Successor Agency submitted the Plan to the State of California, Department of Finance (Department) on February 18, 2014. On December 31, 2014, the Department notified the Emeryville Successor Agency that the Plan was not approved for the following reasons (Attachment 1):

1. Property No. 7 – Glashaus Public Parking – a public parking structure is not considered a governmental use and the Plan should include the lot size;
2. Property No. 8 – Amtrak and Public Parking – the Emeryville Successor Agency holds a sublease interest and thus since it is not the owner of fee title to the property, it does not need to be included in the Plan;
3. Property No. 9 – South Bayfront Site B – with respect to property to be transferred to a City for future development, the Plan must either reference a compensation agreement in place with the affected taxing entities or include intent to enter into one prior to disposition of the property. Additionally, the Emeryville Successor Agency should follow the advice of independent tax counsel regarding the amount of sales proceeds from the property that are restricted.

On February 6, 2015, the Emeryville Successor Agency and the City of Emeryville (City) filed an action in Superior Court of the State of California, County of Sacramento, challenging the Department's December 31, 2014 determination with respect to Property No. 7 – Glashaus Public Parking and Property No. 9 – South Bayfront Site B. (See *City of Emeryville, Successor Agency to the Emeryville Redevelopment Agency v California Department of Finance; Michael Cohen*, Case No. 34-2015-80002015-CU-WM-GDS)(LRPMP Writ Action). A hearing on the LRPMP Writ Action is set was heard September 25, 2015. The court's tentative ruling found that DOF did not abuse its discretion in rejecting the Successor Agency's LRPMP and thus rejected the Successor Agency and City's petition. The Successor Agency and City have requested further argument on the matter, which will be heard on October 23, 2015.

Notwithstanding the pending LRPMP Writ Action, and without waiving, abandoning, or conceding its position therein, the Emeryville Successor Agency prepared this Amended Long Range Property Management Plan (Amended Plan) to address the stated reasons for the Department's disapproval of the Plan. Accordingly, on September 1, 2015, the Successor Agency adopted Resolution No. SA 11-15, thereby approving the Amended Plan and forwarding it to the Emeryville Oversight Board for its consideration.

With respect to Glashaus Public Parking, in order to comply with the Department's December 31, 2014 directive, the Amended Plan identified the Glashaus Public Parking for immediate sale. However, on September 22, 2015, the Governor signed into law SB 107 which made further revisions to the Dissolution Act. In particular SB 107 amended Section 34181 and 34191.3 of the Dissolution Act to provide that parking facilities and lots dedicated solely to public parking constitute a governmental use provided those facilities do not generate revenues in excess of reasonable maintenance costs. As originally noted in the Plan and in the Amended Plan, the Glashaus Public Parking does not generate any revenue and currently costs approximately $30,000 per year to operate and maintain. Accordingly, the Glashaus Public Parking is considered a governmental use as provided by SB 107. Therefore, on September 15, 2015, the Successor Agency adopted Resolution No. SA 14-15, thereby revising the Amended Plan to identify the Glashaus Public Parking as a property to be transferred to the City for governmental use and forwarding the Amended Plan as revised to the Emeryville Oversight Board for its consideration.

It should also be noted that in the time since the Department disapproved the Plan, the matter of *City of Emeryville, Successor Agency to the Emeryville Redevelopment Agency v California Department of Finance; Michael Cohen*, C074186 (*Emeryville v Cohen* I), upholding three (3) agreements between the City and Emeryville Successor Agency as enforceable obligations became final. One of the agreements provided for the transfer of the sublease, identified as Property No. 8 – Amtrak and Public Parking in the Plan, from the Emeryville Successor Agency to the City. Additionally, another of the agreements provided for the transfer of real property, identified as Property No. 1 – Horton Landing Park in the Plan, from the Emeryville Successor Agency to the City. In accordance with the enforceable obligations upheld in *Emeryville v Cohen* I, Property No. 1 – Horton Landing Park and Property No. 8 - Amtrak and Public Parking as described in the Plan have been transferred by the Emeryville Successor Agency to the City and thus are not included in this Amended Plan.

Finally, the Emeryville Successor Agency intends to sell an easement interest in the Shellmound Street Lot (Property 8) to the East Bay Municipal Utility District (EBMUD) pursuant to the terms of that certain Easement Purchase Agreement, as approved by the Emeryville Successor Agency on June 16, 2015 pursuant to Resolution No. SA10-15, and the Emeryville Oversight Board on June 23, 2015

pursuant to Resolution No. OB06-15 (Attachment 17 to Amended Plan). However, by letter dated August 10, 2015, notwithstanding the fact the aforementioned Easement Purchase Agreement was approved in order to avoid an eminent domain proceeding, the Department did not approve it. Instead, the Department advised that the disposition and use of real property, and presumably an easement interest, are to be governed by the Emeryville Successor Agency's Plan. Accordingly, the sale of the easement interest in the Shellmound Street Lot (Property 8) to EBMUD pursuant to the terms of the Easement Purchase Agreement is included in this Amended Plan.

Required Components of the LRPMP

Pursuant to Health and Safety Code Section 34191.5 (c), the Amended Plan must include the following components:

(1) An inventory of all properties held by the Emeryville Successor Agency and the inventory shall provide all of the following information as to each parcel:
   (a) The date of acquisition of the property and the value of the property at that time, and an estimate of the current value of the property.
   (b) The purpose for which the property was acquired.
   (c) Parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.
   (d) An estimate of the current value of the parcel including, if available, any appraisal information.
   (e) An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.
   (f) The history of environmental contamination, including designation as a brownsfield site, any related environmental studies, and history of any remediation efforts.
   (g) A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.
   (h) A brief history of previous development proposals and activity, including the rental or lease of property.

(2) Address the use or disposition of all properties held by the Emeryville Successor Agency. Permissible uses include the retention of the property for governmental use pursuant to subdivision (a) of Section 34181, the retention of property for future development, the sale of the property, or the use of the property to fulfill an enforceable obligation. The plan shall separately identify and list properties dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable

obligation. With respect to the use or disposition of all other properties, all of the following shall apply:

(a) If the plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the city, county, or city and county;
(b) If the plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified in subparagraph (a), the proceeds from the sale shall be distributed as property tax to the taxing entities.
(c) Property shall not be transferred to a successor agency, city, county, or city and county, unless the long-range property management plan has been approved by the oversight board and Department of Finance.

The properties discussed in this Amended Plan were acquired by the former Redevelopment Agency pursuant to authority contained in and in furtherance of projects identified in the applicable 1976 Emeryville Redevelopment Plan and 1987 Shellmound Park Redevelopment Plan and the Five Year Implementation Plan then in effect. A map depicting the project areas for these two redevelopment plans is attached (Attachment 2).

In 1993 the Legislature adopted Assembly Bill 1290, a comprehensive redevelopment reform bill. One of the key provisions was the requirement that each redevelopment agency prepare and adopt an overall implementation plan every five years that describes specific goals and objectives of the agency, outlines specific projects proposed by the agency, establishes a program of actions and expenditures for the next five (5) years, and describes how these actions will alleviate the documented blight conditions in the redevelopment project areas. Thus the implementation plan establishes a link between redevelopment plan activities and elimination of blight. The implementation plans were also required to be updated between the second and third year of each five-year implementation plan cycle. The former Redevelopment Agency complied with these obligations and the last Five Year Implementation Plan covering the period of January 2010 through December 2014 (2010-2014 Implementation Plan)(Attachment 3) was approved and adopted by the Redevelopment Agency on December 1, 2009 pursuant to Resolution No. RD74-09.

Property Categories

This Amended Plan for the Emeryville Successor Agency addresses the use and disposition of former Redevelopment Agency property pursuant to the following categories: 1) properties retained for governmental use; 2) properties retained for future development; and 3) properties slated for immediate sale. The Emeryville Successor Agency does not have any property to be used to fulfill an enforceable obligation and thus this category will not be discussed further. Each of the applicable categories is described below.

Governmental Use Properties

The Emeryville Successor Agency has six properties in this category that will be transferred to the City for continued governmental use. Health and Safety Code Section 34181 (a)(1) identifies use of property for roads, school buildings, parks, police and fire stations, libraries, parking facilities and lots dedicated solely to public parking, and local agency administrative buildings as being illustrative of a governmental use. Further, Section 34181 (a)(2) provides that "parking facilities and lots dedicated solely to public parking" do not include properties that generate revenues in excess of reasonable maintenance costs of the properties. As discussed below, the Glashaus Public Parking does not generate any revenue and currently costs approximately $30,000 per year to operate and maintain and thus is a governmental use property.

Properties for Future Development

The Emeryville Successor Agency has one parcel in this category, South Bayfront Site B, which is located in the 1976 Emeryville Redevelopment Project Area that will be transferred to the City for future development pursuant to Health and Safety Code Section 34191.5(c)(2). Under Section 34191.5(c)(2)(A), the parcel will be transferred to the City for the eventual disposition to and development by a private developer of a project identified in the 1976 Emeryville Redevelopment Plan (1976 Redevelopment Plan)(Attachment 4), and the 2010-14 Implementation Plan (Attachment 3).

Since the Amended Plan directs that this property be transferred to the City and used for a project identified in an approved redevelopment plan pursuant to Section 34191.5 (c)(2)(a), the provisions of Section 34191.5(c)(2)(b) directing that the proceeds from the sale of property be distributed as property tax to the taxing entities does not apply. The Successor Agency interprets Section 34191.5 to mean that compensation agreements with affected taxing entities are not required in connection with the disposition of Emeryville Successor Agency property to the City for future development. Nevertheless, the Department has advised the Emeryville Successor Agency that Health and Safety Code Section 34180 (f) either requires a compensation agreement to be in place or that the City reach a compensation agreement with the affected taxing entities prior to disposition of the property. Further, SB 107 added subsection 34191.5(c)(2)(A)(iii) to the Dissolution Act, providing that the Department or the Oversight Board "may" require approval of a compensation agreement prior to transfer of property, provided, however, that the compensation agreement may be prepared subsequent to the process approving a long range property management plan.

Accordingly, pursuant to the Department's December 31, 2014 directive and in anticipation that the Department will require a compensation agreement pursuant to SB 107, this Amended Plan requires the City to enter into a compensation agreement with the affected taxing entities prior to disposition of the property. The compensation agreement will specify that any net unrestricted proceeds from the sale of the property will be distributed to all of the affected taxing entities on a pro rata basis in proportion to each entity's respective share of the property tax base. The calculation of net unrestricted proceeds shall take into account the transaction costs incurred by the City in marketing the property and processing the sale or lease, as well as the costs incurred by the City in carrying or maintaining the property and in preparing and improving the parcels for development. Notwithstanding the foregoing, this paragraph will not be operative if a court order or decision, legislation or Department policy reverses the directive that a compensation agreement is required in connection with the transfer of South Bayfront Site B by the Successor Agency to the City for future development.

Furthermore, three (3) of the five (5) parcels that comprise South Bayfront Site B were acquired with tax-exempt bond proceeds and thus bond counsel has advised that in accordance with bond covenants and applicable law, any proceeds from the eventual disposition of this development parcel will continue to be restricted to uses consistent with federal tax law and with the bond covenants in the indenture, such as investing in other capital projects meeting a redevelopment purpose as identified in the 2010-2014 Implementation Plan (Attachment 3). Therefore, this Amended Plan requires the City and Successor Agency to follow the advice of independent tax counsel regarding the distribution of sales proceeds from these parcels. If the opinion of tax counsel is consistent with the advice from bond counsel, the proceeds from the sale of three (3) of the five (5) parcels comprising South Bayfront Site B would not be available for distribution to taxing entities (Attachment 16). Accordingly, the aforementioned compensation agreement, if required, would address the distribution of proceeds from the sale of two (2) of the five (5) parcels comprising South Bayfront Site B and the City would utilize the proceeds from the sale of the three parcels acquired with bond proceeds to undertake projects identified in the 2010-2014 Implementation Plan (Attachment 3).

The City will be responsible for marketing the property to potential developers through either a competitive process such as a Request for Qualifications and Proposals or a negotiated purchase and sale transaction. The property will be sold at its fair market value or fair reuse value in its "as is" condition, based on the dictates of market conditions, the scope of development outlined by the City, and the development climate at the time of disposition. The determination of fair market value will consider the property's highest and best use. The determination of fair reuse value will consider the proposed use of the property and the value of the property with the conditions, covenants and development costs associated

with the negotiated disposition. The City may also choose to dispose of the property by means other than a fee sale, such as a long-term ground lease.

Any disposition of the property shall be governed by a negotiated disposition and development agreement or lease disposition and development agreement that will govern the terms of the disposition, the development of the property, and the use of the property following development. The disposition agreement will obligate the developer to develop and use the property consistent with the 1976 Redevelopment Plan (Attachment 4), the 2010-2014 Implementation Plan (Attachment 3), the City's General Plan, and any applicable specific plans. The City is authorized to negotiate and enter into such agreements and dispose of property pursuant to such agreements in conformance with this Plan.

Further, as required by Assembly Bill 470 (Government Code Section 52200 *et.seq.*)(Attachment 14), the City will be required to hold a public hearing and adopt findings that the sale or lease of South Bayfront Site B will assist in the creation of "economic opportunity" as defined.

Properties for Immediate Sale

The Emeryville Successor Agency has one parcel in this category that will be sold by the Emeryville Successor Agency for fair market value at its highest and best use in its "as is" condition pursuant to Health and Safety Code Section 34191.5(c)(2). The Emeryville Successor Agency will engage the services of a broker to market this property for sale. The sale will be all cash as the Emeryville Successor Agency will not carry back any financing.

Additionally, the Emeryville Successor Agency intends to sell an easement interest in the Shellmound Street Lot (Property 8) to the East Bay Municipal Utility District (EBMUD) pursuant to the terms of that certain Easement Purchase Agreement, as approved by the Emeryville Successor Agency on June 16, 2015 pursuant to Resolution No. SA10-15, and the Emeryville Oversight Board on June 23, 2015 pursuant to Resolution No. OB06-15 (Attachment 17).

In accordance with Section 34191.5 (c)(2)(b), the proceeds from the sale of this parcel will be distributed as property tax to the taxing entities, unless otherwise provided by law. The Shellmound Street Lot was acquired in 1994 and the Emeryville Successor Agency has not yet identified the source of the funds utilized for its acquisition. If the Shellmound Street Lot was acquired with bond proceeds, the City and Successor Agency will be required to follow the advice of independent tax counsel regarding the distribution of sales proceeds from this parcel. Accordingly, it is possible that sales proceeds would not be distributed to taxing entities and instead would continue to be restricted to uses consistent with the bond covenants in the indenture, such as investing in other capital projects meeting a redevelopment purpose as identified in the 2010-2014 Implementation Plan (Attachment 3).

Properties Included in the Amended Plan

There are eight (8) properties included in the Amended Plan. These properties are divided by property type as described below and in the following sections of the report.

Governmental Use Properties

1. Greenway @ Parcel D
2. Greenway @ 59th Street
3. Emery Station Greenway Plaza
4. 48th St Community Garden
5. Art & Cultural Center
6. Glashaus Public Parking

Properties for Future Development

7. South Bayfront Site B

Properties for Immediate Sale

8. Shellmound Street Lot

Disposition Strategy Executive Summary

The disposition strategy contemplated for each property type is described below. A more detailed discussion of the required components of the inventory as to each parcel of property follows this summary and can be found at the page numbers of this Amended Plan indicated in parenthesis after each parcel below.

Governmental Use Properties

As provided by Health and Safety Code Section 34191.5 (c)(2), a permissible use of property includes retention of property for governmental use pursuant to subdivision (a) of Section 34181. Section 34181 (a) identifies use of property for roads, school buildings, parks, police and fire stations, libraries, parking facilities and lots dedicated solely to public parking, and local agency administrative buildings as being illustrative of governmental use. The six (6) properties intended to be transferred to the City for continued governmental use fall into three (3) categories: parks, a community facility and a parking facility dedicated solely to public parking.

Parks

- *Greenway @ Parcel D* (Pages 15-19 of Plan)
- *Greenway @ 59th Street* (Pages 20-26 of Plan)
- *Emery Station Greenway Plaza* (Pages 27-32 of Plan)
- *48th St Community Garden* (Pages 33-38 of Plan)

These following properties were purchased for park development, and will be transferred to the City for development and operation as components of Emeryville's park system. Each of these properties are identified in the City's General Plan land use element as open space and are accordingly zoned as open space. The area encompassing the Greenway @ 59th Street (11,782 s.f.) and Emery Station Greenway Plaza (3,925 s.f.) properties have been designated as open space since 2002 with the enactment of the North Hollis Overlay Zone, and the Greenway @ Parcel D (63,422 s.f.) obtained its current open space designation in 2006 with the enactment of the Park Avenue District Overlay. Further, the Emery Station Greenway Plaza was dedicated to the Successor Agency to fulfill development conditions that it be constructed as open space and dedicated to the City for that purpose. The 48th Street Community Garden (5,208 s.f.) obtained its current designation as part of the 2009 Emeryville General Plan adoption and conforming zoning regulations adopted thereafter. As a result of the current zoning of Open Space for these parcels, enacted long before the application of the Dissolution Act, these parcels have no market value.

With the exception of the 48th Street Community Garden, all of these park properties will be incorporated into a contiguous park and pedestrian/bicycle path called the "Emeryville Greenway", which when completed will extend across Emeryville from its northern to southern border. The concept of a linear park along what was known as the Ninth Street Drill Track was first reflected in the 1976 Redevelopment Plan (Attachment 4). The Drill Track ran along the westerly border of what is identified as Area I in the 1976 Redevelopment Plan and a project to develop a buffer between the existing residential area within Area I and the industrial area to the west by the use of a linear park is identified (Attachment 4: Pages 7, 37).

The Emeryville Greenway runs along the historic Ninth Street Drill Track alignment and plays a critical role in the linkage of the City's bicycle and pedestrian system, connecting the Emeryville Greenway with the City of Berkeley to the north, Oakland to the south, and the San Francisco Bay Trail to the west. The 1995-1999 Five Year Implementation Plan, as amended in 1998, identified a project of Railroad Spur Acquisition involving "acquisition of vacated, abandoned railroad spur rights of way, or surplus property, owned by the railroad companies for implementation of the City's circulation plan which includes bike paths, pedestrian underways and roads" to alleviate Blight Condition 2: Inadequate Street Systems (Attachment 5: Page 9).

This project to transform the Ninth Street Drill Track into the Emeryville Greenway gradually evolved through later implementation plans and is currently represented in the 2010-2014 Implementation Plan by several projects to alleviate Blight Condition 2: Inadequate Street Systems and Blight Condition 10: Inadequate Public Facilities. The projects include the Greenway: Stanford Avenue to Berkeley City Limits project, which encompasses the Emery Station Greenway Plaza parcel; Park Avenue Park – Land (Railroad) Acquisition project, which encompasses the Greenway @ Parcel D parcel; and Greenway @ 59th Street project, which encompasses the Greenway @ 59th Street parcel (Attachment 3: Pages 17, 32).

The 48th Street Community Garden site, acquired in 2008, will become one of three community gardens disbursed throughout the City available to the residents of Emeryville for urban agriculture. It also is identified in the 2010-2014 Implementation Plan to alleviate Blight Condition 10: Inadequate Public Facilities (Attachment 3: Page 32).

Community Facility

- *Art and Cultural Center* (Pages 39-45 of Plan)

The Emeryville Redevelopment Agency purchased a 30,000 square foot one-story, unreinforced masonry brick building, on a 33,697 square foot site, directly adjacent to City Hall for the purpose of developing an Art and Cultural Center in 2006. The Public Use General Plan land use designation and zoning has been in effect for this parcel since 2006. This project was first identified in the 2000-2004 Implementation Plan, as amended in June 2002, to address Blight Condition 10: Inadequate Public Facilities. The Civic Center Phase II project provides that it "would complete the Civic Center complex by acquiring the remaining building on the Civic Center block and converting it from private to public use. The existing building could be reused for a permanent exhibit space for the Celebration of the Arts show, as well as a year round performing arts center"(Attachment 6: Page 23). This project was refined in the 2005-2009 Implementation Plan, as amended in 2007, as the Performing Arts/Cultural Center project in order to address Blight Condition 10: Inadequate Public Facilities (Attachment 7: Page 31), and thereafter was continued in the latest 2010-2014 Implementation Plan (Attachment 3: Page 32). As a result of its current zoning for Public Use, enacted in 2006, this parcel has no market value and will be transferred to the City for continued governmental use.

Parking Facility Dedicated Solely To Public Parking

- *Glashaus Public Parking* (Pages 46-51 of Plan)

The intent of the Emeryville Successor Agency is to transfer the Glashaus Public Parking property to the City for continued governmental use. The Glashaus Public Parking consists of a separate condominium parcel containing 50 public parking spaces (8,331 s.f.) on the bottom floor of a two-story parking podium structure beneath four-stories of residential condominium units. The Redevelopment Agency contracted with Pulte Home Corporation to construct this public parking as a component of their condominium development pursuant to that certain Purchase and Sale Agreement And Preliminary Escrow Instructions between the parties dated October 16, 2006 (Attachment 8). The 2005-2009 Implementation Plan, as amended in October 2007, identified the North Hollis (65th/Hollis) Public Parking project involving the acquisition of 50 structured parking spaces in the Glashaus mixed use development to address parking needs in the area as a means to address Blight Condition 10: Inadequate Public Facilities (Attachment 7: Page 30).

Section 19.4 of the Purchase and Sale Agreement (Attachment 8) provided that the Agreement may be assigned to the City without Pulte's consent as a means to ensure that the parking was being made available to the public at large. The intent was that the 50 parking spaces be available to members of the public who are visiting the small commercial establishments in the Glashaus mixed use development and other nearby establishments in the area which lack available parking as opposed to being acquired by some private third party who then restricts access to themselves or the highest bidder. This parking is currently provided free to members of the public as a means to support nearby commercial businesses which lack adequate off-street parking.

This public parking was constructed at a cost of $2,000,000, currently generates no revenue, and costs approximately $30,000 per year to operate. Thus the Glashaus Public Parking property does not generate revenues in excess of reasonable maintenance costs. The current market value of the 50 parking spaces is unknown, but is being assigned an estimated value of $250,000.

Properties for Future Development

South Bayfront Site B (Pages 52-67 of Plan)

The intent of the Successor Agency is to transfer an assemblage of five (5) parcels, comprising approximately 3.04 acres (132,491 s.f.), known as South Bayfront Site B to the City in order to be retained for future development of a project identified in, and in accordance with, the 1976 Redevelopment Plan (Attachment 4), the 2010-2014 Implementation Plan (Attachment 3), and the City's General Plan and any applicable specific plan. Future development of this site under the control of the City is essential in order to advance the planning objectives for which these properties were originally acquired by the former Redevelopment Agency and to realize community benefit objectives. The fundamental purpose for acquiring and developing these properties is to achieve

the objective identified in the 1976 Redevelopment Plan (Attachment 4) and 2010-2014 Implementation Plan (Attachment 3) as follows:

- 1976 Emeryville Redevelopment Plan: South Bayfront Site B is located in the general area identified as Area III in the 1976 Redevelopment Plan (Attachment 4). Within Area III, the 1976 Redevelopment Plan envisioned that the redevelopment of this area would seek to stop the exodus of major industrial uses from the area, intensify the development of property presently underutilized and develop appropriate commercial and residential development, especially along the freeway frontage. More specifically, the 1976 Redevelopment Plan (Attachment 4) recognizes that the Agency may assist the development of new commercial and residential development within Area III in order to strengthen the economic and employment base of Emeryville, as well as to provide a greater residential market within Emeryville (Attachment 4: Pages 8, 9) .

- 2010-2014 Implementation Plan : The 2010-2014 Implementation Plan (Attachment 3) identified the Bay Street Site B Project as a means to address and alleviate Blight Condition 4: Loss of Tax Base and Jobs and Blight Condition 5: Vacant And Underutilized Buildings. As described therein, Bay Street Site B will be a continuation and completion of the existing Bay Street Mixed-Use Development. The project will serve as a northern end-cap for the existing Bay Street development and may consist of retail (possibly a department store), a hotel, and structured parking (Attachment 3: Page 23).

Further, as required by Assembly Bill 470 (Government Code Section 52200 *et.seq.*)(Attachment 14), the City will be required to hold a public hearing and adopt findings that the sale or lease of South Bayfront Site B will assist in the creation of "economic opportunity" as defined. Section 52200.2 provides that "economic opportunity" includes projects that create affordable housing, are included in a sustainable communities strategy adopted in accordance with Senate Bill 375, or are a transit priority project as defined in Public Resources Code Section 21155. Essentially the entire City of Emeryville, including South Bayfront Site B, is in a Priority Development Area (PDA) and PDAs are serving as the foundation upon which the Bay Area's first sustainable communities strategy is structured (Attachment 15). Further, given the close proximity of South Bayfront Site B to the Emeryville Amtrak Station, which is a "major transit stop" as defined in Public Resources Code Section 21064.3, the South Bayfront Site B project is certain to qualify as a transit priority project depending upon the eventual mix and density of residential use. Finally, as described in the property profile below, the City's General Plan and Planning Regulations are entirely consistent with the objectives of Assembly Bill 470 and Senate Bill 375 as they relate to the development of South Bayfront Site B.

In 2012, the South Bayfront Site B parcels were appraised at approximately $13.88 million. Proceeds from the disposition of these parcels will be handled as discussed on pages 4 through 6 of this Amended Plan.

Properties for Immediate Sale

Shellmound Street Lot (Pages 68-74 of Plan)

The intent of the Successor Agency is to sell the parcel known as Shellmound Street Lot in its "as is" condition to the highest offer received. The Successor Agency will engage the services of a broker to market this property for sale. The sale will be all cash as the Successor Agency will not carry back any financing. In addition, the Successor Agency intends to sell an easement interest in the Shellmound Street Lot to the East Bay Municipal Utility District (EBMUD) pursuant to the terms of that certain Easement Purchase Agreement, as approved by the Emeryville Successor Agency on June 16, 2015 pursuant to Resolution No. SA10-15, and the Emeryville Oversight Board on June 23, 2015 pursuant to Resolution No. OB06-15 (Attachment 17).

The Shellmound Street Lot is a remnant piece from an acquisition of three (3) contiguous parcels known as Shellmound Ventures Lot I, II and III, acquired by the former Redevelopment Agency in 1994. A portion of the overall assemblage was sold to Caltrans for the widening of Interstate 80 in the aftermath of the Loma Prieta Earthquake and collapse of the adjacent Cypress Freeway; another portion was dedicated to the City for the construction of a new arterial roadway known as the Bay-Shellmound-40th Street Project; another portion was sold to Marriott for development of the Marriott Courtyard hotel; and another portion was sold to the Emeryville Redevelopment Project Partnership for the development of the Bay Street shopping mall. The acquisition of Shellmound Ventures I, II and III pre-dates the effectiveness of AB 1290, nevertheless the first Five Year Implementation Plan adopted in November 1994 identified the development of a Regional Retail Mall in the South Bayfront area of the City and this acquisition helped facilitate the transformation of the area from heavy industry to the mix of commercial/retail and residential uses in the area today.

The easement to be conveyed to EBMUD pursuant to the Easement Purchase Agreement is valued at $22,000. The Shellmound Street Lot is estimated to be worth anywhere from $1 million to $2.5 million. Proceeds from the sale of the parcel will be handled as discussed on pages 6 and 7 of this Amended Plan.

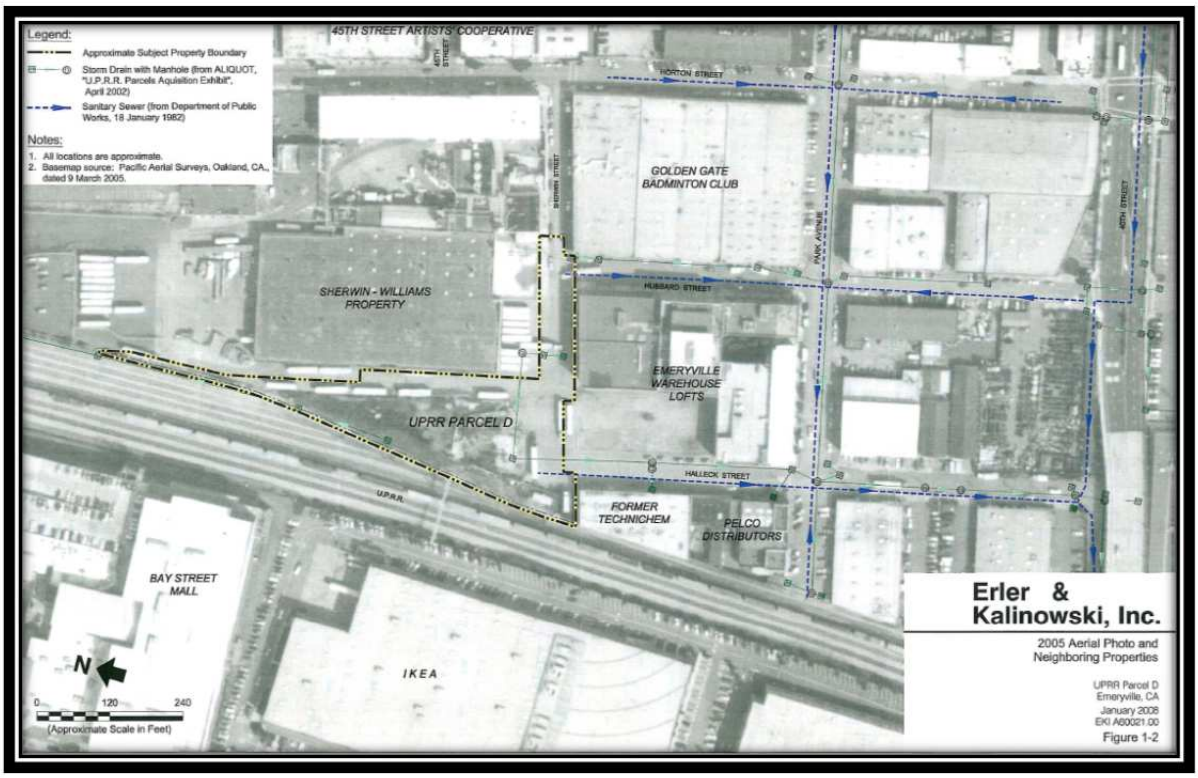
Attachments and Appendix to the Amended Plan

Throughout the Amended Plan there are references to seventeen (17) attachments which are identified here, and appended to the end of the Amended Plan. Further, Appendix A to the Amended Plan contains the Property Inventory Data.

1. December 31, 2014 Department of Finance Letter Disapproving LRPMP
2. Map of Emeryville and Shellmound Park Redevelopment Project Areas
3. 2010-2014 Five Year Implementation Plan
4. 1976 Emeryville Redevelopment Plan
5. 1995-1999 Five Year Implementation Plan, as amended 1998
6. 2000-2004 Five Year Implementation Plan, as amended 2002
7. 2005-2009 Five Year Implementation Plan, as amended 2007
8. Glashaus Purchase And Sale Agreement
9. Agency/Emery Station Triangle LLC Owner Participation Agreement
10. Agency/Emery Station Triangle LLC Right of Entry Permit
11. Agency/ECOG 48th Street Community Garden License Agreement
12. South Bayfront Site B Policy of Environmental Site Liability Insurance
13. November 1994 Implementation Plan Emeryville Redevelopment Project No. 1
14. Senate Bill 470
15. One Bay Area – Overview of the Sustainable Communities Strategy
16. Bond Counsel Opinion: Disposition of Site B: Tax-Exempt Bond – Financed Property
17. Easement Purchase Agreement; Resolution No. SA10-15; Resolution No. OB06-15

Appendix A: Property Inventory Data

Retention of Property for Governmental Use
1. Greenway @ Parcel D



Date of Acquisition: 12/01/2006
Value of Property at Acquisition: $4,210,148
Estimated Current Value: $0 based on market and current zoning
Purpose for Which Property was Acquired: Emeryville Greenway (Park)
Redevelopment Project Area: 1987 Shellmound Park Redevelopment Project Area

Parcel Description
Size: 63,422 square feet
APN: 049-1041-026-16

Acquired from the Union Pacific Railroad (UPRR) in 2006, the Greenway @ Parcel D lies at the western terminus of Sherwin Street just east of the main UPRR line in central Emeryville. The Greenway @ Parcel D property is an irregularly-shaped parcel located in central Emeryville at the southern terminus of Sherwin Street at its intersection with Halleck. The property is just east of the main UPRR passenger and freight line and immediately west of the former

Sherwin Williams factory site. A portion of the original site that is depicted in the map above outlined in yellow, approximating 21,489 square feet, was dedicated to the City for street purposes (Sherwin Avenue) shortly after it was acquired in 2006. This Plan only applies to that portion of the Greenway @ Parcel D remaining in the Successor Agency's control, approximating 63,422 square feet, which was intended to be used for park purposes (i.e. Emeryville Greenway).

Current Zoning

General Plan Land Use Classification: Park/Open Space, defined as "Parks, recreation facilities, and greenways for the general community, and open space for habitat conservation."

General Plan Parks, Open Space and Public Services Designation: Existing or Approved Park.

Zoning Base District: PO Park/Open Space. "The purpose of the PO zone is to implement the provisions of the General Plan applicable to the Park/Open Space land use classification."

Zoning Overlay District: PA Park Avenue District Overlay. "The purpose of the PA overlay zone is to implement the Park Avenue District Plan, including its Design Guidelines, adopted by Resolution No. 06-158 on August 15, 2006."

History of Environmental Contamination

The property has been occupied by rail spurs and a small rail yard from the early 1900s until the tracks were removed. According to the 2006 Erler & Kalinowski, Inc. (EKI) Phase I Environmental Site Assessment (ESA), the property was first developed in the early 1900s for use by several rail spurs and a small rail yard. The spurs served industrial occupants of industrial properties south of the UPRR Parcel D parcel.

Environmental conditions were evaluated by EKI in 2006 and documented in their report entitled Soil and Groundwater Investigation Data Report. The UPRR Parcel D site was found to be contaminated by arsenic, lead, cadmium and petroleum products. The scope of investigation included the advancement of 20 soil borings, the collection of soil samples from each boring, the collection of groundwater samples from six borings, and the analysis of collected samples for concentrations of a broad range of potential use-related contaminants. Results of analysis showed the presence of use-related contaminants (primarily fuel and lubricating hydrocarbons and metals) in shallow soil. Deeper contamination was detected in samples collected near the southern property boundary in the vicinity of an industrial building most recently occupied by Technichem (a solvent recycler) since 1987. This building was historically occupied by different tenants and utilized for different industrial purposes over the course of its existence.

Results of analysis of groundwater samples identified the presence of elevated concentrations of arsenic. According to EKI, all other contaminants of potential concern were present near or below regulatory threshold concentrations. In the 2006 EKI investigative report, arsenic in groundwater is interpreted as migrating from the Sherwin Williams upgradient and to the east. The Sherwin Williams site recently underwent a substantial site remediation effort and received regulatory closure from the Department of Toxic Substances Control (DTSC) in 2013.

Concentrations of contaminants detected by EKI during their 2006 site assessment exceeded regulatory endpoints for unrestricted reuse. EKI reviewed potentially viable remedial measures in their 2008 Analysis of Brownfield Cleanup Alternatives (ABCA). Based on this review, EKI recommended mitigation of site soils shown to contain elevated concentrations of contamination by excavation and off-site disposal.

Based on the analysis documented in the ABCA, in March 2008 EKI published their Site Cleanup Plan (SCP) describing excavation and confirmation sampling methodology to be employed during the proposed soil removal, transportation and disposal project. The SCP was approved by the City regulator in March 2008.

The excavation and off-site disposal of contaminated soil and confirmation sampling and analysis was documented by EKI in their January 2009 Remedial Action Completion Report. As described in this report, several excavation sidewall confirmation samples documented the presence of contamination in areas where the enlargement of the excavation was prohibited due to proximity to the UPRR main line or neighboring structures. The largest percentage of the parcel received remedial attention, with residual contamination documented as present only in places around the edge of the excavated area. Approximately 16,000 tons of soil was excavated during the remedial action. The excavation was brought back to grade with clean fill. As residual contamination is present around the edges of the previously excavated area the City regulator has recommended the completion of a Deed Restriction specifying the property will not be redeveloped for a sensitive purpose without further study and/or focused remedial action.

Recent technical project documents are on file (hard and electronic copy) in City offices. Older documents (pre-2008) are stored in the City archives. Reports and agency correspondence will be accessible in the DTSC Envirostor internet-based information repository once uploaded (upon final agency cleanup concurrence). A list of project technical documents is presented below:

- EKI, 2006a. Phase I Environmental Site Assessment (“Phase I”), UPRR Parcel D, Emeryville, California, Erler & Kalinowski, Inc., 2 October 2006.

- EKI, 2006b. Soil and Groundwater Investigation Data Report ("Phase II"), UPRR Parcel D, Emeryville, California, Erler & Kalinowski, Inc., 14 November 2006.

- EKI, 2007. Analysis of Brownfields Cleanup Alternatives, UPRR Parcel D, Emeryville,
- California, Erler & Kalinowski, Inc., 27 November 2007.

- EKI, 2008. Site Cleanup Plan, UPRR Parcel D, Emeryville, California, Erler & Kalinowski, Inc., 18 March 2008.

- Site Manager, 2008. Final Conditional Approval of Site Cleanup Plan, Union Pacific Railroad Parcel D, Sherwin Street, Emeryville, Susan G. Colman, Site Manager for City of Emeryville, 18 March 2008.

Potential for TOD and Other Planning Objectives

This parcel, now designated Park/Open Space in the General Plan, was acquired by the Agency from Union Pacific Railroad in 2006 for future park use, and was rezoned to O-R Outdoor Recreation [i.e. open space] in August 2002. The Park Avenue District Plan, adopted by the City Council in August 2006, identifies it as a potential open space site and includes an illustrative concept drawing of a park at this location. It is also a potential route for the Emeryville Greenway and the Bay Trail in the north part of the Park Avenue District, connecting Horton Landing Park in the north to Park Avenue in the south. Farther south, it would connect to the Bay Trail on Mandela Parkway in West Oakland via Halleck, Beach, Wood, and 32nd Streets. It is adjacent to the former Sherwin Williams paint factory site to the east, which is now proposed for a mixed-use residential and commercial development.

The Parks and Recreation Strategic Plan, adopted by the City Council on January 18, 2011, includes this parcel in the section on the Emeryville Greenway with the following recommendations: (1) "Extend the southern-most segment of the Emeryville Greenway and connect Horton Landing Park to Park Avenue, through the former Sherwin Williams site"; (2) "The open spaces in this area should support basic activities for nearby residents and maximize visibility within surrounding development. This area has great potential to attract families and the park spaces along the greenway should be programmed accordingly"; and (3) "The greenway should connect park nodes within and around the Sherwin Williams site, including Horton Landing Park and the Park Avenue streetscape improvements."

Development of Greenway @ Parcel D as a park would further these planning objectives.

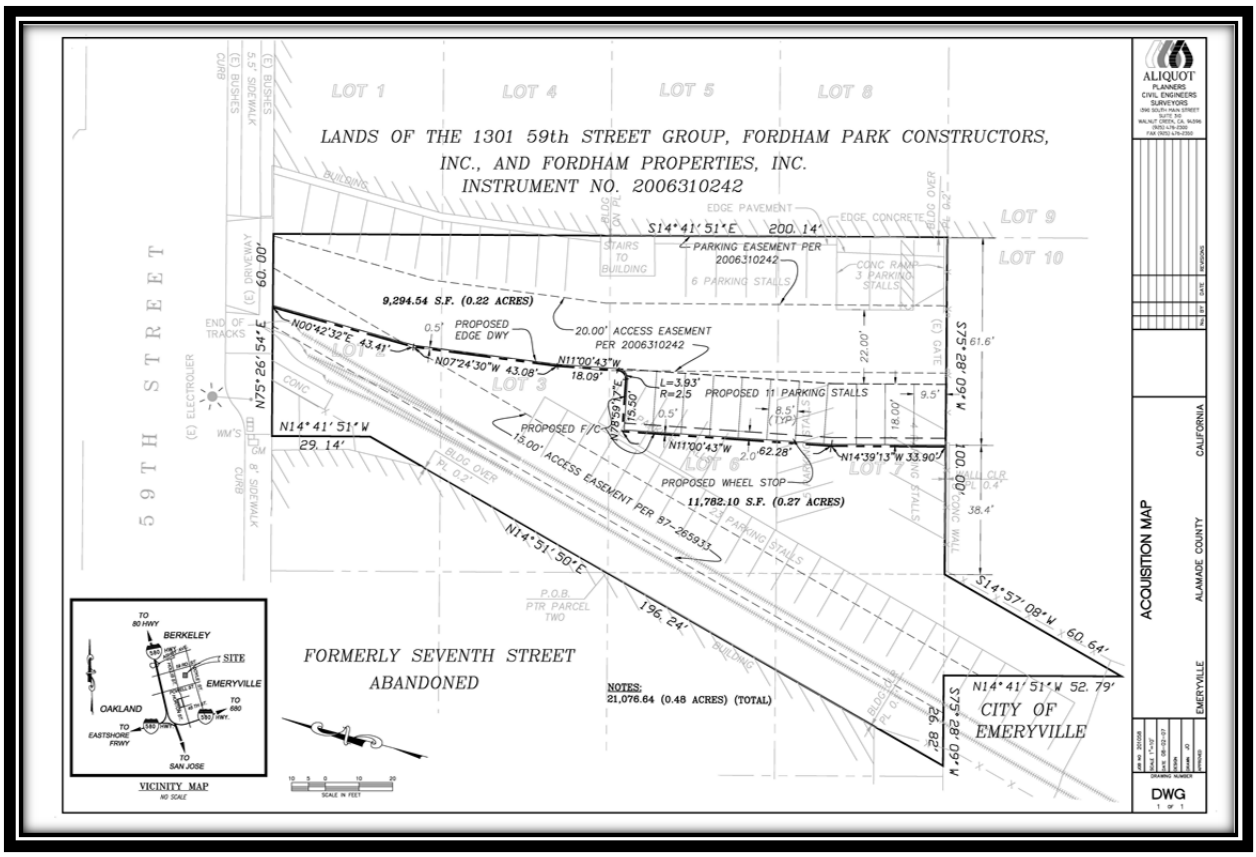
History of Previous Development Proposals and Purpose for Which Property was Acquired

The 2005-2009 Implementation Plan identified the Park Avenue Park – Land (Railroad) Acquisition project involving the acquisition of a 2 acre parcel located adjacent to the railroad tracks near Sherwin-Williams for use as open space for residents and employees in the Park Avenue area as a means to alleviate Blight Condition 10: Inadequate Public Facilities (Attachment 7: Page 31). The Greenway @ Parcel D site was acquired in December 2006 to fulfill this objective and is identified to be developed pursuant to the Park Avenue District Plan and the City of Emeryville's 2007-2011 Capital Improvements Program. Currently, the City is processing a development application for the adjacent 8.55 acre parcel owned by the Sherwin-Williams Company. If the Greenway @ Parcel D parcel can be transferred to the City in a timely fashion, it is anticipated that the park could be designed and constructed by the developer in conjunction with their project or exchanged for an equal amount of property on their site dedicated and designed for park/open space purposes. The proposed Sherwin-Williams site plan with the Greenway @ Parcel D site at its western edge (top of figure) is shown in Figure 3 below.

Figure 1 - Thompson and Dorfman Site Plan - Sherwin Williams Site and Parcel D

The intent of the Successor Agency is to transfer this parcel to the City for continued governmental use.

Retention of Property for Governmental Use
2. Greenway @ 59th Street



Date of Acquisition/Possession: June 3, 2014 (Final Order in Eminent Domain)/August 26, 2010 (Date of Order for Prejudgment Possession In Eminent Domain)
Value of Property at Acquisition: $1,600,000 – Inclusive of Fair Market Value at Date of Acquisition plus any and all damages (e.g. pre condemnation, severance) and loss of business goodwill
Estimated Current Value: $0 based on market and current zoning
Purpose for Which Property Was Acquired: Emeryville Greenway (Park)
Redevelopment Project Area: 1976 Emeryville Redevelopment Project Area

Parcel Description
Size: 11,782 square feet
APN: 049-1329-005-2; 049-1329-005-3; 049-1329-005-4; 049-1329-005-5 (portion)

The 59th Street Greenway property is located in central Emeryville north of Powell Street and east of Hollis. The property is elongated in a north-south direction along the trace of the Union Pacific Railroad (UPRR) industrial rail spur that historically served businesses in the eastern portion of the City. The northern property line is at 59th Street, the southern at a completed portion of the Greenway approximately 225 feet south of 59th. The property is irregularly shaped, varying in width from approximately 25 feet in the north to about 50 feet in the south.

The site was originally part of a historic rail line (the 9th Street Drill Track alignment) serving industrial businesses from the main line to the Berkeley border. Following the conversion of the last industrial customer to a non-industrial use, the spur ceased operation and the tracks were removed in the early 2000s. Since that time, portions of the spur have been converted to a linear park and pedestrian path called the "Emeryville Greenway", which when completed will extend across Emeryville from its northern to southern border. The 59th Street parcel is one of the remaining segments required to complete the project.

The Redevelopment Agency initiated acquisition of this property through an eminent domain action and obtained the Order for Prejudgment Possession on August 26, 2010. At that time, the Redevelopment Agency was obligated to deposit with the State Condemnation Trust Fund the amount of probable just compensation for the property as if clean, determined to be $509,512. Since the property being acquired was contaminated with hazardous materials, the amount deposited with the State in 2010 reflected its value in its contaminated state, or $305,707. Pursuant to the terms of an Environmental Remediation Implementation Agreement between the Redevelopment Agency and the property owner, described below, the site remediation was completed by the property owner. A Final Order in Eminent Domain was filed June 3, 2014 and accordingly the Successor Agency acquired fee title at that time. The final judgment awarded the property owner $1,600,000 which was paid, less the $305,707 previously deposited, with non-Redevelopment Property Tax Trust Funds pursuant to line item 78 of the Recognized Obligation Payment Schedule 13-14B.

The 2010-2014 Implementation Plan identified the Greenway @ 59th Street project involving the extension of the Emeryville Greenway as a means to alleviate Blight Condition 10: Inadequate Public Facilities (Attachment 3: Page 32). Accordingly the acquisition of this property fulfills the redevelopment objective of the aforementioned Blight Condition to improve inadequate public facilities.

Current Zoning

General Plan Land Use Classification: Park/Open Space, defined as "Parks, recreation facilities, and greenways for the general community, and open space for habitat conservation."

General Plan Parks, Open Space and Public Services Designation: Existing or Approved Park and Greenway.

Zoning Base District: PO Park/Open Space. "The purpose of the PO zone is to implement the provisions of the General Plan applicable to the Park/Open Space land use classification."

Zoning Overlay District: NH North Hollis Overlay. "The purpose of the NH overlay zone is to implement the North Hollis Area Urban Design Program, including its Design Guidelines, adopted by Resolution No. 02-052 on April 16, 2002."

History of Environmental Contamination

The Agency commissioned environmental testing in advance of property acquisition. Based on the results of testing, a site cleanup plan (termed a Removal Action Workplan) was prepared in 2011 and implemented in 2013. The property has been restored to a condition suitable for incorporation into the Greenway.

Property uses were evaluated in association with due diligence conducted in support of acquisition planning. Results of the historic review showed the rail line to be present as early as 1915 with the property continuing to be utilized for this purpose until the tracks were removed in the early 2000s. The review showed the property to have been occupied exclusively by rail uses from the time of its first development through track removal. The property has been used as a parking lot in the years since.

As with other segments of the Emeryville Greenway along the former rail line, the property is impacted by the presence of hazardous materials. On August 26, 2010, the Agency obtained an Order for Prejudgment Possession of the property. The Agency needed to obtain prejudgment possession for multiple reasons, including the need to conduct further testing activities in order to begin remediating the property. Shortly after taking possession, on September 1, 2010 and September 8, 2010, the Agency provided notice, pursuant to Health and Safety Code Section 33459.1(b)(2) of the Polanco Redevelopment Act, to several potentially responsible parties ("PRP"), that the Redevelopment Agency has determined that one or more "releases" of "hazardous substances" has occurred at the property, and as "responsible parties", they were being notified that they had sixty (60) days to prepare a Remedial Action Plan ("RAP") and a schedule for implementation to address the "release" of "hazardous substances"

acceptable to the Agency (the "Polanco Act Notice"). The Polanco Act Notice also indicated that the "responsible parties" would have an additional sixty (60) days beyond the first sixty (60) day period to reach an agreement with the Redevelopment Agency to remedy or remove, on a schedule acceptable to the Agency, the release pursuant to a RAP that the Redevelopment Agency finds to be consistent to the maximum extent possible with the priorities, guidelines, criteria and regulations in the National Contingency Plan ("NCP"). The PRPs that were provided the Polanco Act Notice included: HSP, a California limited partnership ("HSP"); Pennzoil-Quaker State Company ("Pennzoil"); Union Pacific Railroad Company, as Successor-In-Interest to Southern Pacific Railroad Company and Southern Pacific Transportation Company ("Union Pacific"); A.M. Castle & Co.; Standard Oil Company of California; and Chevron U.S.A., Inc..

On November 12, 2010, the Redevelopment Agency received a Draft Remedial Action Plan (Draft RAP) from Union Pacific and a Draft Remedial Action Workplan (Draft RAW) from HSP. The Redevelopment Agency also received a letter from the firm of Caldwell Leslie on behalf of Pennzoil indicating that they did not believe they were a proper PRP and thus would not be proving a remedial plan. The Redevelopment Agency did not receive any communication from any of the other PRPs. Thereafter, the Redevelopment Agency and its environmental consultant met with both Union Pacific and HSP to discuss the concerns of the Redevelopment Agency with respect to the draft plans they submitted. At the conclusion of both meetings, Union Pacific and HSP each indicated that they would resubmit a plan that addressed the concerns of the Redevelopment Agency. On December 14, 2010 the Redevelopment Agency received a Revised Draft RAW from HSP's environmental consultant, Sequoia Environmental and Engineering Corporation, seeking to address the concerns of the Redevelopment Agency. Union Pacific subsequently opted not to provide a revised Draft RAP and instead concentrated their efforts in reaching a financial settlement with HSP for the costs to be incurred by HSP implementing the Revised Draft RAW.

On April 5, 2011, the Redevelopment Agency adopted Resolution 22-11 determining that the response provided by Union Pacific to the Redevelopment Agency's Polanco Act Notice of September 1, 2010 and September 8, 2010 was inadequate and accepting the Revised Draft RAW dated December 13, 2010 presented by HSP and approving and authorizing the Executive Director to enter into and execute an Environmental Remediation Implementation Agreement regarding the remediation of the property with HSP.

In accordance with the Environmental Remediation Implementation Agreement, HSP's RAW was approved by the regulatory agencies and HSP was issued a grading permit by the City of Emeryville to begin implementation of the cleanup on April 5, 2012. HSP completed the on site cleanup action on March 13, 2013 and obtained approval of a RAW Completion Report by the regulatory agencies on March 18, 2013.

Technical project documents are on file (hard and electronic copy) in City offices. Reports and agency correspondence will be accessible in the DTSC Envirostor internet-based information repository once uploaded (upon final agency cleanup concurrence). A list of project technical documents is presented below:

- 2008. Phase I/II Investigation Targeted Brownfields Assessment, 1301 59th Street Project, Emeryville, California, Weston Solutions, Inc., October 2008.

- 2008. Sampling and Analysis Plan, 1301 59th Street Project, Emeryville, California, Erler & Kalinowski Inc., February 2010.

- 2011. Removal Action Workplan, 1301 59th Street Project, Emeryville, California, Sequoia Environmental, Inc., October 2011.

- 2013. Completion Report, 1301 59th Street Project, Emeryville, California, Sequoia Environmental, Inc., March 2013.

Potential for TOD and Other Planning Objectives

This parcel is a component of the route of the Emeryville Greenway on the northern half of the block bounded by Hollis, Doyle, Powell and 59th Streets, as indicated in the North Hollis Area Urban Design Program adopted by the City Council in April 2002. It was rezoned to O-R Outdoor Recreation [i.e. open space] in August 2002. This is further reflected in the current Emeryville General Plan, adopted in October 2009, which calls for a north-south Greenway along the former “Ninth Street Drill Track”; this parcel is a critical link in the north-south Greenway.

The Parks and Recreation Strategic Plan, adopted by the City Council on January 18, 2011, describes the Emeryville Greenway as follows: “This major multi-purpose pathway follows an abandoned rail route for much of its north-south transect of the community. The Emeryville Greenway has significant landscaping and park-like nodes and is connected to other parks and facilities all along route. In several segments this greenway is completely off-street, while other segments are made up of wide sidewalks and shared streets.” Corridor Recommendations include: (1) “The primary purpose of the greenway should be to support active transportation such as Walking, Jogging and Bicycling, with additional facilities interspersed but providing minimal interference with the primary pathway use;” and (1) “The entire length of the Greenway should support Recreation with Dogs, but this activity should be on-leash only at all times. Landscaping should be designed to recognize the high use of the greenway by residents with dogs.”

This is the only missing piece of the Emeryville Greenway north of Powell Street; its development as part of the Greenway will complete the Greenway to the Berkeley border.

History of Previous Development Proposals And Purpose for Which Property was Acquired

As discussed previously, in 2003 the City of Emeryville acquired the majority of the Emeryville Greenway which traversed the alignment of the historic Ninth Street Drill Track from Union Pacific. However one parcel had previously been transferred by Union Pacific's predecessor-in-interest, Southern Pacific, to HSP, a California limited partnership (HSP), while reserving an easement for railroad purposes. Thus, when the City acquired the property from Union Pacific in 2003, there was a break in this continuous linear park-pedestrian/bicycle path. This piece of property owned by HSP is known as the Greenway @ 59th Street parcel. Therefore, the Greenway @ 59th Street parcel was acquired in order to complete the last segment of the Emeryville Greenway. The Greenway @ 59th Street project is described in the 2010-2014 Implementation Plan to alleviate Blight Condition 10: Inadequate Public Facilities (Attachment 3: Page 32), and was previously included in the 2005 – 2009 Implementation Plan as part of the Greenway: Stanford Avenue to Berkeley City Limits project in order to alleviate Blight Condition 2: Inadequate Street Systems (Attachment 7: Page 16).

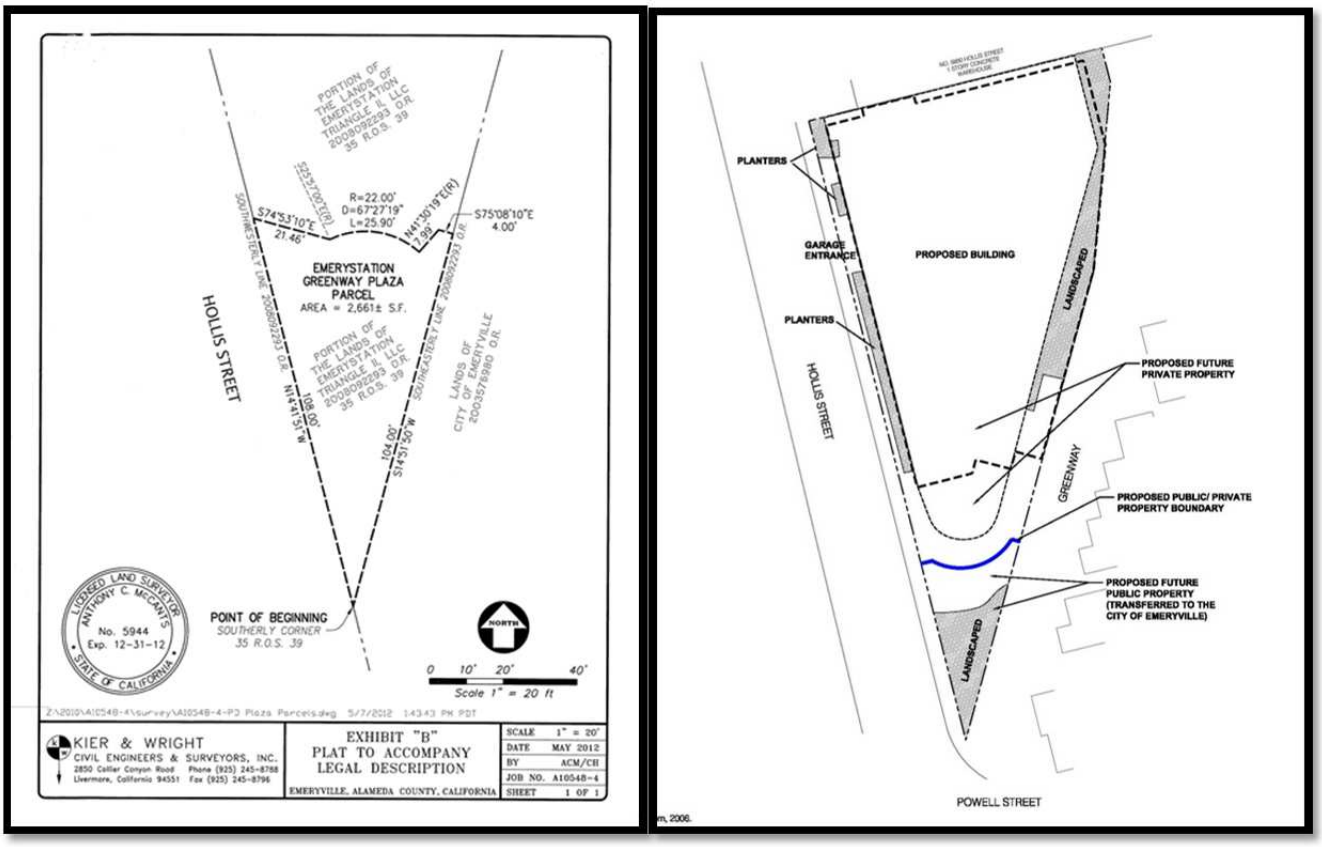
On June 1, 2009 the Redevelopment Agency and Emery Station Triangle, LLC and Emery Station Triangle II, LLC entered into an Owner Participation Agreement (OPA)(Attachment 9) to provide for the redevelopment of property located at the northeast corner of Hollis and Powell Streets in Emeryville, which property is directly adjacent to the HSP property. Pursuant to the terms of the OPA, the Redevelopment Agency was obligated to consider the acquisition of the HSP property, and if it did exercise its discretion to acquire the property, once it did so acquire the site and either remediated the site itself or caused the site to be remediated, the developer was to design and construct the portion of the Greenway on the 59th Street parcel. As provided by the OPA, once the Redevelopment Agency exercised its discretion to proceed with the acquisition in eminent domain, it was obligated to Emery Station Triangle II, LLC, to carry through with the acquisition. The Redevelopment Agency initiated the process of acquiring the property through eminent domain and obtained an order for prejudgment possession on August 26, 2010. As discussed above, the property owner conducted the site cleanup and obtained completion on March 18, 2013. The developer designed a concept plan for the site and in accordance with the OPA, on April 1, 2013, the Successor Agency provided the developer with a Right of Entry Permit (Attachment 10) to construct the Greenway improvements. A Final Order in Eminent Domain was filed June 3, 2014 and thus fee title is now vested in the Successor Agency. Further, the Greenway improvements were completed by Emery Station Triangle II and accepted by the Successor Agency on April 7, 2015, pursuant to Resolution No. SA12-15.

As provided in Section 22 of the Public Improvements Agreement (Attachment 7 to the OPA (Attachment 9)), title to and ownership of the Public Improvements, as defined therein, once accepted by the City, shall vest absolutely with the City. As defined in the OPA and Public Improvements Agreement, the "Public Improvements" include the Emeryville Greenway improvements currently being undertaken by the developer pursuant to the Right of Entry Permit. Accordingly, once the improvements are constructed and accepted by the City, title to and ownership shall vest with the City. Accordingly, in order to comply with the terms of the OPA, the Successor Agency is also obligated to convey the Greenway @ 59th Street parcel to the City. It should be noted that this obligation also applies to the Emery Station Greenway Plaza parcel discussed immediately below.

Figure 2 - Wareham Development 59th Street Greenway Concept Plan

The intent of the Successor Agency is to transfer this parcel to the City for continued governmental use.

Retention of Property for Governmental Use
3. EmeryStation Greenway Plaza



Date of Acquisition: Acceptance of Irrevocable Offer of Dedication and Reservation of Easements recorded 4/23/13
Value of Property at Acquisition: $735,000
Estimated Current Value: $0 based on market and current zoning
Purpose for Which Property was Acquired: Emeryville Greenway
Redevelopment Project Area: 1976 Emeryville Redevelopment Project Area

Parcel Description
Size: 3,925 square feet
APN: 49-1328-3-2

The Emeryville Station Greenway Plaza is located at northeastern corner of the intersection of Powell and Hollis Streets in central Emeryville. The Greenway Plaza parcel is bordered to the east by the Emeryville Greenway and the Elevation 22 residential development, to the north by a new office building constructed by Emery Station Triangle II, LLC pursuant to the OPA (Attachment 9), and to the west and south by Hollis and Powell Streets, respectively.

The Greenway Plaza parcel was originally part of a larger parcel that was acquired by Emery Station Triangle II, LLC for redevelopment as a commercial office and research and development building. Pursuant to the terms of the June 1, 2009, Owner Participation Agreement (OPA) between the Redevelopment Agency and Emery Station Triangle, LLC, and Emery Station Triangle II, LLC (Attachment 9), an Irrevocable Offer of Dedication and Reservation of Easements in favor of the City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency relative to the Emery Station Greenway Plaza parcel was recorded on July 31, 2012. Thereafter, also in accordance with terms of the OPA, on April 23, 2013, the Successor Agency accepted and recorded an Acceptance Of Irrevocable Offer Of Dedication And Confirmation Of Reservation Of Easements vesting title in the Successor Agency.

Current Zoning

General Plan Land Use Classifications:

- Park/Open Space*, defined as "Parks, recreation facilities, and greenways for the general community, and open space for habitat conservation;" and

- Major Transit Hub, defined as ¼-mile radius (10 minute walk) from "transfer points where high volume transit lines intersect. These are located in the Amtrak station with access from both sides of the rail line, and at 40th Street and San Pablo Avenue"

Zoning District: PO Park/Open Space[1]. "The purpose of the PO zone is to implement the provisions of the General Plan applicable to the Park/Open Space land use classification."

Zoning Overlay District: NH North Hollis Overlay. "The purpose of the NH overlay zone is to implement the North Hollis Area Urban Design Program, including its Design Guidelines, adopted by Resolution No. 02-052 on April 16, 2002."

[1] While the General Plan designates most of the triangular parcel on the east side of Hollis Street north of Powell Street as Office/Technology, it designates the southern tip of this parcel, on which this plaza is situated, as Park/Open Space. The Zoning Map does not make this distinction, but designates the entire parcel as OT Office/Technology. Section 9-1.105 of the Planning Regulations (part of the Emeryville Municipal Code) stipulates that "These Regulations are intended to be consistent with the General Plan. Should any provisions of these Regulations be determined inconsistent with the General Plan, the General Plan shall prevail. The Director of Planning and Building shall have the authority to determine the extent of any such inconsistency and issue a decision to resolve the matter." The Director has determined that it is the intent of the General Plan that this plaza area should be designated Park/Open Space. Therefore, the appropriate Zoning Base District for the site is PO Park/Open Space, not OT Office/Technology.

Zoning Overlay District: TH Transit Hub Overlay. “The purpose of the TH overlay zone is to implement the provisions of the General Plan applicable to Major Transit Hubs.”

History of Environmental Contamination

Historic property uses were researched in association with acquisition-related due diligence and subsequent post-acquisition environmental mitigation. Technical reports indicate the property was first developed in the early 1900s for a light industrial use, with property configuration and use apparently consistent through the time the land was acquired by the Alders family in 1977. At the time of acquisition by Alders, a single-story office building was located in the southern portion of the property (the triangular tip formed by the intersection of Hollis Street with the UPRR rail line adjoining to the east); the balance of the property was an equipment yard. After their acquisition, Alders operated the property as a forklift repair and servicing business.

Properties adjacent to and upgradient (east) of the property were historically occupied by commercial/industrial uses. A former UPRR rail line servicing industrial businesses in central and northern Emeryville is immediately adjacent to the property (the rail line was redeveloped in the 2000s as the Emeryville Greenway). The property east of the rail line is known as the former Balaam Brothers site (now the Pulte Elevation 22 residential development). The Balaam Brothers property was occupied for many years by fuel storage and distribution facility, a “bulk plant.” The Balaam Brothers site was remediated prior to redevelopment for its current residential purpose, though residual hydrocarbon contamination was left in place.

The environmental condition of the Alders property was evaluated between 2008 and 2010 in association with its acquisition and redevelopment by Wareham Development. Results of the evaluation showed the presence of petroleum hydrocarbon contamination in soil and groundwater deemed associated with underground fuel storage tanks (UST) operated by historic property tenants and operations on properties upgradient to the east (contamination migrating beneath the property from the upgradient was predominantly restricted to groundwater occurring at depths of approximately 10 feet below surface grade).

Contamination associated with operations on-property (UST and surface spills) were found to be mostly present in the yard portion of the former Alders property. Assessment of the southern portion of the property, including the EmeryStation Greenway Plaza parcel, did not evidence substantial shallow contamination. Groundwater beneath the Greenway Plaza parcel was, however, shown to contain low concentrations of petroleum hydrocarbons presumably migrating from the former Balaam Brothers property to the east. No risk was shown to be posed to site users by this residual groundwater contamination.

Use-related environmental contamination on the Greenway Plaza parcel was mitigated by excavation and dewatering during construction of the office building to the north. The undertaking was certified as complete by the Alameda County Department of Environmental Health in November 2011.

Technical documents comprehensively describing activities and the data upon which they were based are available on the Alameda County internet-based information repository and on the RWQCB-maintained Geotracker. Recent technical project documents are also on file (hard and electronic copy) in City offices. A list of significant project technical documents is presented below:

- Treadwell & Rollo 2008. Phase II Environmental Site Assessment – Alders Property, Treadwell & Rollo, Inc., March 24, 2008.

- Treadwell & Rollo, 2010. Soil and Groundwater Report for Area of Former USTs.

- Treadwell & Rollo, Inc., January 25, 2010.

Potential for TOD and Other Planning Objectives

The EmeryStation Greenway was substantially completed in September 2012, and includes an expansion of the Greenway and plaza constructed in 2005 as part of Pulte Homes' adjacent Elevation 22 project. It fulfills the planning objectives of the North Hollis Urban Design Program, the Parks and Recreation Strategic Plan, and the General Plan.

This plaza is part of the Emeryville Greenway on the southern half of the block bounded by Hollis, Doyle, Powell and 59th Streets, as indicated in the North Hollis Area Urban Design Program adopted by the City Council in April 2002. This is further reflected in the current Emeryville General Plan, adopted in October 2009, which calls for a north-south Greenway along the former "Ninth Street Drill Track", and an east-west Greenway along the alignment of Temescal Creek; this plaza is a critical node in the north-south Greenway.

The Parks and Recreation Strategic Plan, adopted by the City Council on January 18, 2011, describes the Emeryville Greenway as follows: "This major multi-purpose pathway follows an abandoned rail route for much of its north-south transect of the community. The Emeryville Greenway has significant landscaping and park-like nodes and is connected to other parks and facilities all along route. In several segments this greenway is completely off-street, while other segments are made up of wide sidewalks and shared streets." Corridor Recommendations include: (1) "The primary purpose of the greenway should be to support active transportation such as Walking, Jogging and Bicycling, with additional facilities interspersed but providing minimal interference with the

primary pathway use;" and (1) "The entire length of the Greenway should support Recreation with Dogs, but this activity should be on-leash only at all times. Landscaping should be designed to recognize the high use of the greenway by residents with dogs."

History of Previous Development Proposals and Purpose for Which Property Was Acquired

The Emery Station Greenway Plaza parcel was being acquired in order to enhance and expand the Emeryville Greenway at the northeast intersection of Powell and Hollis Streets. The Emery Station Greenway Plaza is included in the 2005-2009 and 2010-2014 Implementation as part of the Greenway: Stanford Avenue to Berkeley City Limits project in order to alleviate Blight Condition 2: Inadequate Street Systems (Attachment 7: Page 16 and Attachment 3: Page 17 respectively).

On June 1, 2009 the Redevelopment Agency and Emery Station Triangle, LLC and Emery Station Triangle II, LLC entered into an Owner Participation Agreement (OPA)(Attachment 9) to provide for the redevelopment of property located at the northeast corner of Hollis and Powell Streets in Emeryville. The OPA provided for the development of two mixed-use research and development office buildings and construction of improvements to the adjoining spur parcels as an extension of the Emeryville Greenway on the property. The OPA also provided for remediation, development, and subsequent transfer to the Redevelopment Agency of the southernmost portion of the site to be incorporated into the Emeryville Greenway.

As provided in Section 22 of the Public Improvements Agreement (Attachment 7 to the OPA (Attachment 9)), title to and ownership of the Public Improvements, as defined therein, once accepted by the City, shall vest absolutely with the City. As defined in the OPA and Public Improvements Agreement, the "Public Improvements" include the Emery Station Greenway Plaza completed by the developer and accepted by the Successor Agency on April 23, 2013. Accordingly, since the improvements have been constructed and accepted by the City, title to and ownership shall vest with the City. Thus, in order to comply with the terms of the OPA, the Successor Agency is also obligated to convey the Emery Station Greenway Plaza parcel to the City.

The design incorporates significant improvements including a fountain, mounded landscaping, and a seating wall.

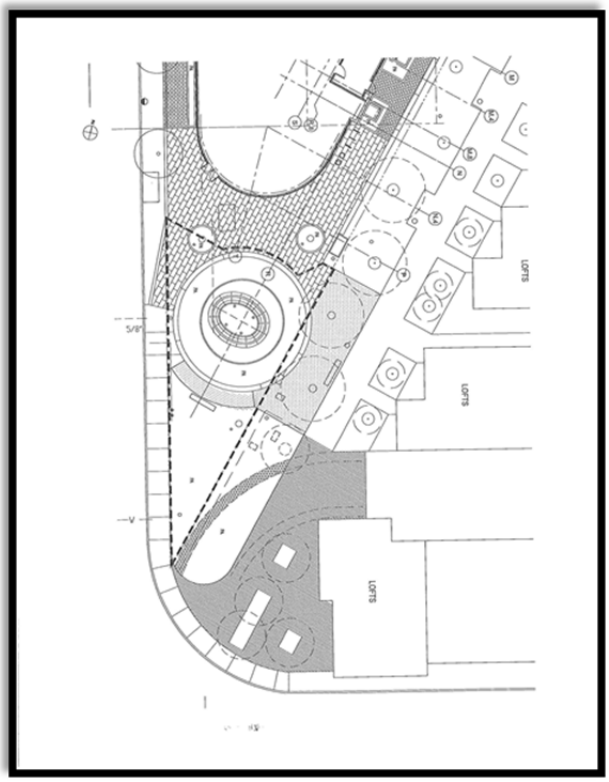
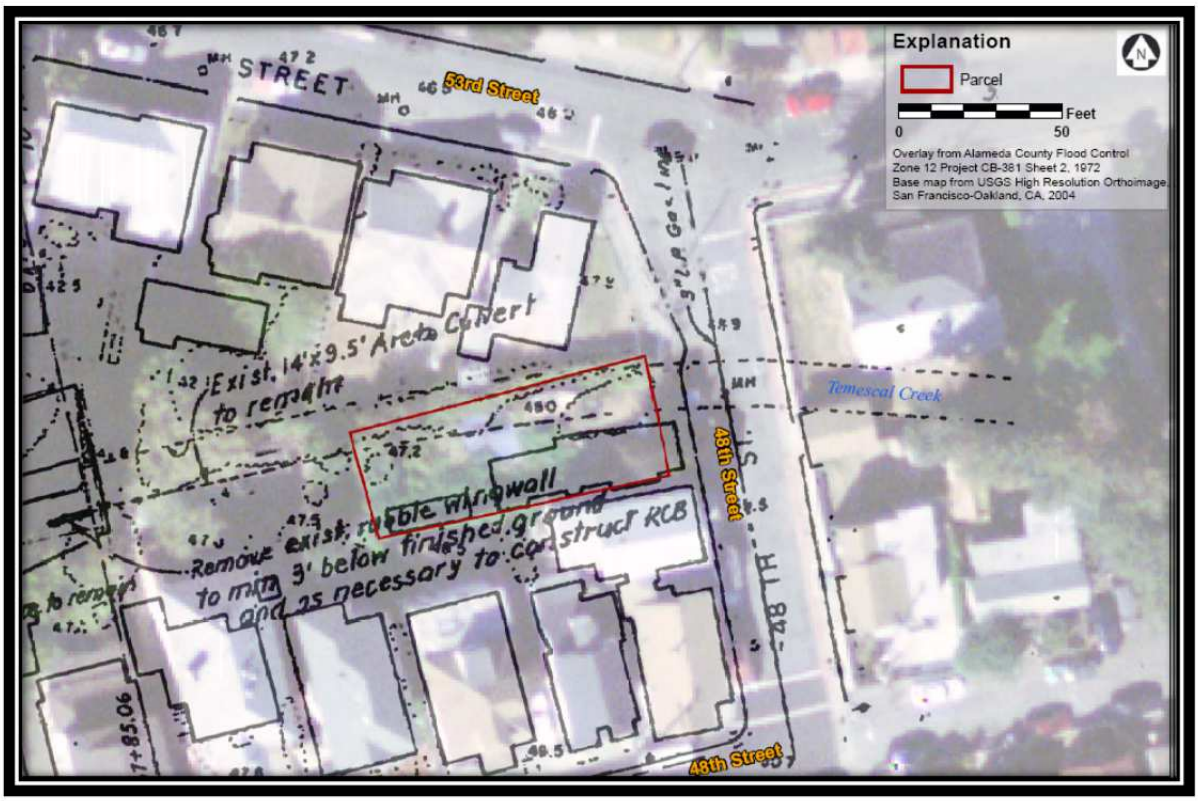


Figure 3 - Site Plan Emery Station Greenway Plaza

The intent of the Successor Agency is to transfer this parcel to the City for continued governmental use.

Retention of Property for Governmental Use
4. 48th Street Community Garden



Date of Acquisition: February 2008
Value of Property at Acquisition: $261,757
Estimated Current Value: $0 based on market and current zoning
Purpose for Which Property was Acquired: Community Garden
Redevelopment Project Area: 1976 Emeryville Redevelopment Project Area

Parcel Description
Size: 5,208 square feet
Address: 1042 48th Street
APN: 049-1176-001-01

The 48th Street Community Garden property is located in a residential neighborhood in northeastern Emeryville at the Emeryville-Oakland City line. The parcel is equidistant (approximately one-quarter mile) from San Pablo Avenue to the west and Adeline Street to the east, both major local

thoroughfares. The property is adjoined on all sides by residential parcels. The Agency acquired the site in 2008 for future redevelopment as a community garden.

Current Zoning

General Plan Land Use Classification: Park/Open Space, defined as "Parks, recreation facilities, and greenways for the general community, and open space for habitat conservation."

General Plan Parks, Open Space and Public Services Designation: Community Garden. Description of Small Open Spaces: "Public pocket parks, plazas, tot lots, community gardens and other small open spaces throughout the city will improve residents' access to open space nearer their homes."

Zoning District: PO Park/Open Space. "The purpose of the PO zone is to implement the provisions of the General Plan applicable to the Park/Open Space land use classification."

History of Environmental Contamination

From its first development in the early 1900s through structural demolition in the 1970s the parcel was occupied by a residential dwelling. Historic documents and interviews with local residents indicate that the property was used by neighbors for gardening in the years following structural demolition.

After acquisition, the City conducted a Phase I Environmental Site Assessment followed by physical testing to evaluate the potential presence of use-related environmental contamination. The Phase I Environmental Site Assessment (ESA, Weston 2008) identified lead as the only contaminant of potential concern (lead was a common component of exterior pain for residential structures until its discontinuation as a paint additive in the 1970s). Utilizing funding made available by the EPA in a Targeted Brownfield Assessment Grant (TBA), the City collected near-surface soil samples and analysis for concentrations of lead. Results of testing showed lead exceeding regulatory guidance concentrations in locations about the property. Concentrations were highest in samples collected in the vicinity of the former residential structure. A second episode of site testing was completed by Weiss and Associates (Weiss), the contractor retained to design and oversee site mitigation activities (described below). Weiss collected samples across the property at varying depths in order to confirm the preliminary testing data, develop an understanding of the depth to which contamination in soil occurred, and to collect information required for the acceptance of excavated soil at the appropriate off-site disposal facility. The results of analysis confirmed the presence of the most elevated lead-bearing soil as in the vicinity of the former residential structure and showed that the impacted material was generally present at depths of five feet below grade or less.

To ensure the health and safety of parcel users, the City obtained EPA funding for the removal of lead-containing soil. The City's consultant, Weiss, prepared a Sampling and Analysis Plan and a Site Cleanup Plan (SCP) in accordance with EPA grant requirements. The documents were reviewed by the City of Emeryville environmental regulator, acting in cooperation with the San Francisco Bay Regional Water Quality Control Board (RWQCB) and the California Department of Toxic Substances Control (DTSC). The approved SCP called for the excavation of shallow soil from four cells with depths ranging from 3 to 5 feet below ground surface. Confirmation samples were collected from the base of each cell and analyzed for concentrations of lead. Results of analysis demonstrated the attainment of mitigation objectives. A completion report was prepared, submitted to the City regulator and the RWQCB/DTSC, with final agency approval granted in March 2013.

The most recent technical project documents are on file (hard and electronic copy) in City offices. Recent reports and agency correspondence may also be accessed in the DTSC Envirostor internet-based information repository. Older (pre-2009) reports are in City offices or archives. The recent documents contain a summary of the iterative assessment data presented in the older reports and present a comprehensive account of site evaluation, remedial alternative comparison, and cleanup plan development. A list of relevant technical documents is presented below:

- Weston, 2008. Phase I Environmental Site Assessment, 1042 48th Street, Emeryville, California, prepared for U.S. Environmental Protection Agency, Region 9, USACE Contract Number W912P17-05-F-0049, prepared by Weston Solutions, Inc., February 2008.

- Weiss, 20012. Final Site Cleanup Plan, Weiss and Associates, July 25, 2002.

Potential for TOD and Other Planning Objectives

In the Emeryville General Plan, this site is identified as "Park/Open Space" on the Land Use map, and as a "Community Garden" along the Temescal Creek Greenway on the Parks, Open Space and Public Services map. General Plan Policy PP-P-3 states that "New smaller open spaces—including public plazas and places, community gardens, and pocket parks—will provide local focus points and diversify the built environment. These should be developed through the identification of underutilized and strategically located parcels, and the redevelopment of larger sites." The Environmental Health – Food section of the General Plan Sustainability Element states: "The City can prioritize sustainable food purchases as a municipality, as well as encourage residents and business to do the same: through providing space for community gardens, fruit-bearing

trees, and farmers' markets, and incentivizing relationships with community supported agriculture groups which deliver local fresh produce."

The site is identified as a Community Garden Site in the Parks and Recreation Strategic Plan, which was adopted by the City Council on January 18, 2011. This plan notes: "Community gardening has become a popular activity within the park system in Emeryville. Existing garden sites have established waiting lists for plots and new sites are still being added. This activity can be supported as a feature within a larger park or as stand-alone facilities such as the three sites profiled here. The recommended site program is essentially the same for each site, with small exceptions noted where necessary." The plan includes the following site recommendations for the 48th Street Community Garden: (1) "Develop garden plots at this site to increase supply for use by Emeryville residents"; and (2) "Extend the Temescal Creek Greenway either through or around this site to connect toward San Pablo Avenue."

Development of this site as a community garden will help meet these planning objectives.

History of Previous Development Proposals and Purpose for Which Property was Acquired

In February 2008, the Redevelopment Agency acquired the 5,208 square feet parcel located at 1042 48th Street for use as a future community garden. The 2005 – 2009 Implementation Plan, identified an ongoing project of Land Assemblage and Development as a means to alleviate Blight Condition 3: Contaminated Properties and Blight Condition 5: Vacant and Underutilized Buildings (Attachment 7: Pages 20, 22). Accordingly this property was acquired by the Agency pursuant to the Land Assemblage and Development project and consistent with the redevelopment objectives to acquire and remediate property in order to redevelop them into productive new uses. Thereafter, the 2010-2014 Implementation Plan identified the Community Garden @ 48th Street project involving the remediation of lead impacted soils sufficient to allow for the site to be re-used as a community garden as a means to alleviate Blight Condition 10: Inadequate Public Facilities (Attachment 3: Page 32). Accordingly the acquisition and remediation of this property fulfills the redevelopment objective of the aforementioned Blight Condition to improve inadequate public facilities.

In 2010, the Agency applied for and received a $49,569 Urban Greening Grant to develop the garden. This grant will fund site preparation (including irrigation and fencing), materials, and furniture.

The plan for the garden, submitted as part of the application for the Urban Greening Grant Program, consists of 35 4' X 8' planting plots; 15 of which will be made accessible to disabled gardeners. Three of the 15 accessible plots will be in raised galvanized stock tanks and will be reserved for use by disabled

gardeners. Three fruit trees will also be added to the site. A shed for the storage of tools and materials will be constructed and made available to gardeners. In order for the garden to be available to people with accessibility needs, the paths in the garden will be constructed using decomposed granite, allowing wheelchair and walker access. A fence will separate the garden plot area and a small park area open to the general public. The garden will include an ornamental iron perimeter fence with a gate that will incorporate an artistic sign presenting the garden to the neighborhood.

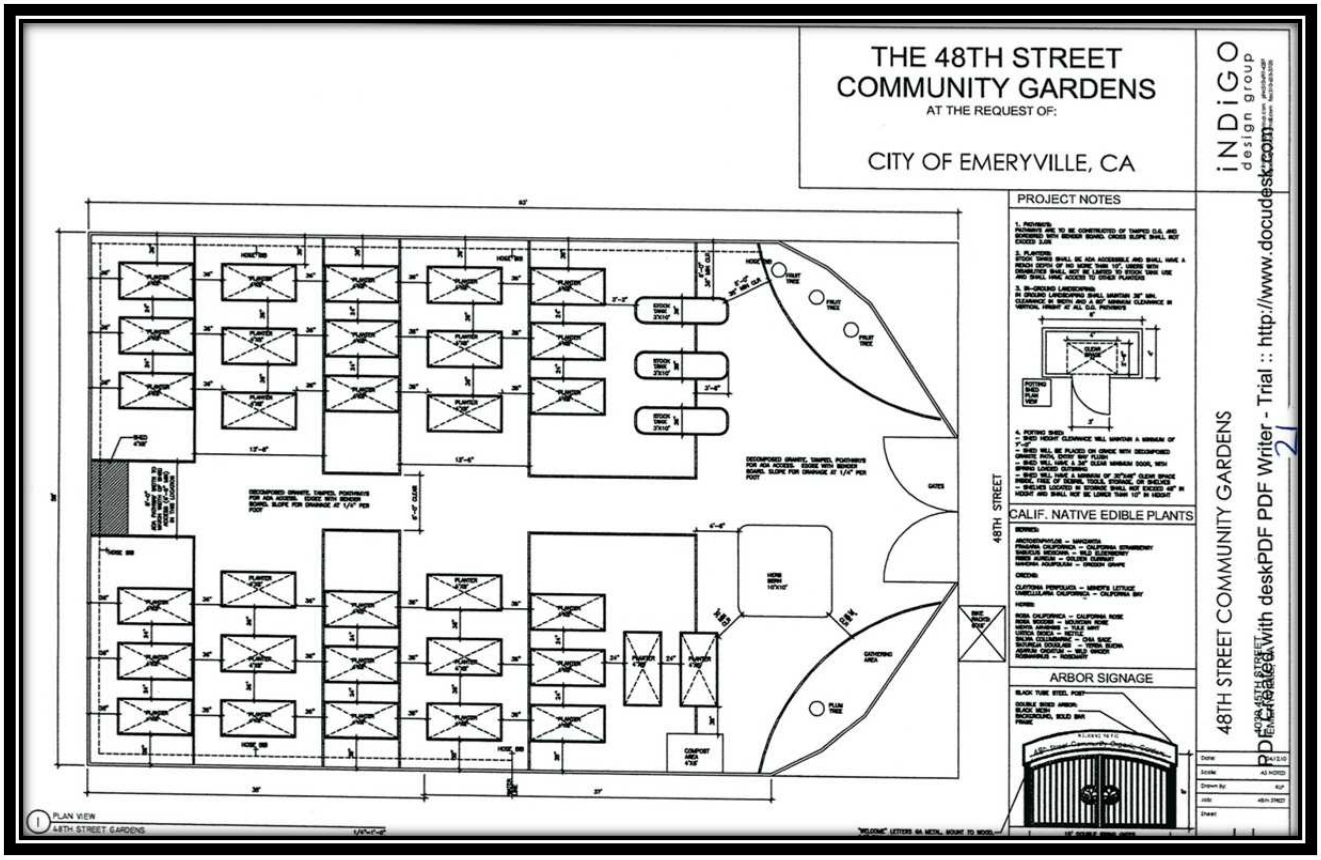


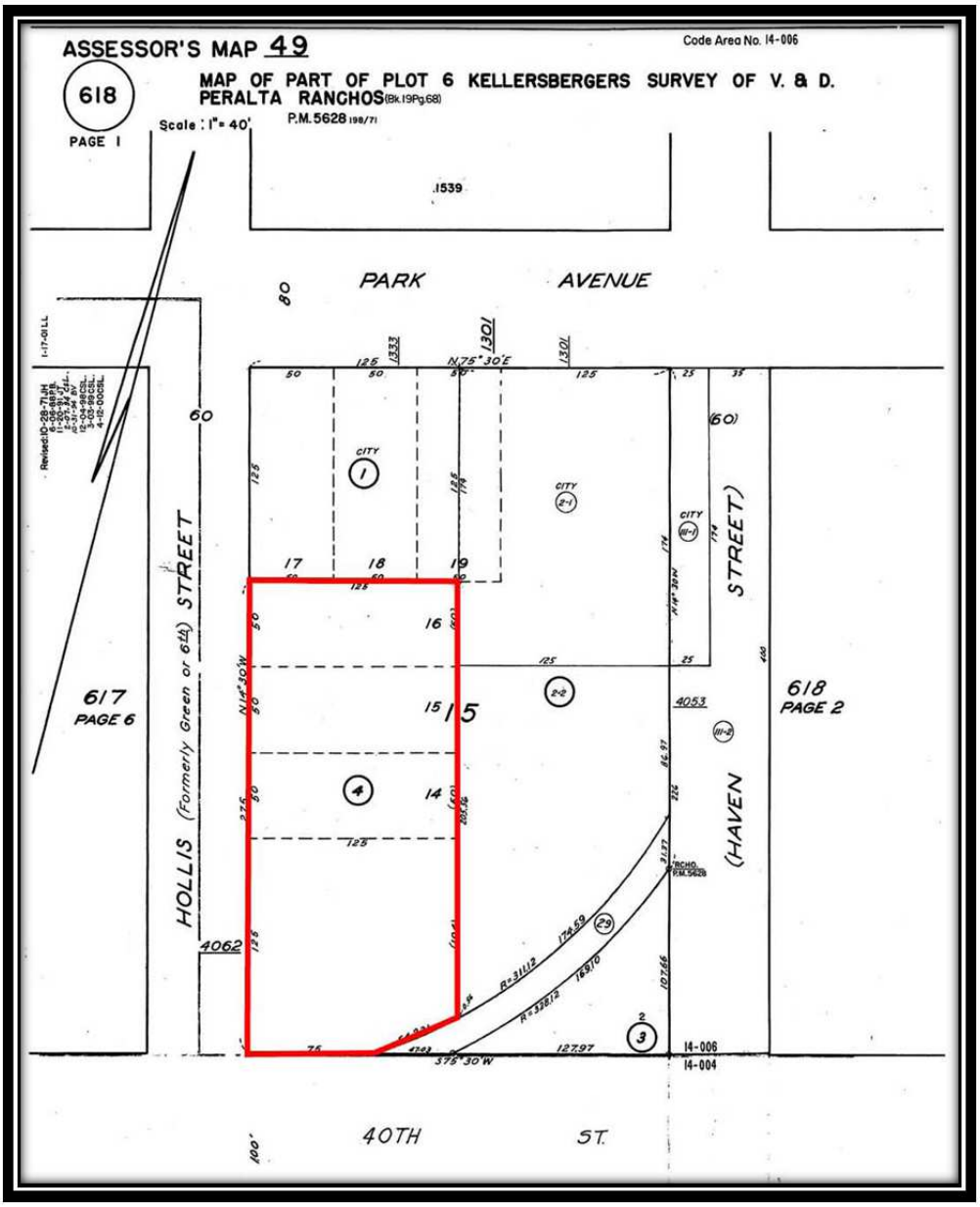
Figure 4 - 48th Street Community Garden Site Plan

The 48th Street Community Garden site is encumbered pursuant to a License Agreement dated December 29, 2010 with the Emeryville Community Organic Garden (ECOG)(Attachment 11) whereby the Redevelopment Agency committed to undertake certain "infrastructure improvements" (i.e. remediate hazardous materials in the soil) and thereafter ECOG would undertake the construction of site improvements with materials provided by the Redevelopment Agency. The License Agreement was approved by the Redevelopment Agency at their December 7, 2010 meeting. For almost 20 years, the City has partnered with ECOG, a 501(c)(3) non-profit corporation, to provide community gardening in the

city. There are two other existing gardens operated by ECOG at this time; one as part of the Emeryville Greenway at Doyle and 59th Streets and the other at Peralta and W. MacArthur Streets. The gardens are built and established using volunteerism. There are approximately 55 seasoned gardeners working in both gardens. Accordingly, upon transfer of the site to the City, the City will honor the terms of the License Agreement with ECOG and work to complete the project site improvements.

The intent of the Successor Agency is to transfer this parcel to the City for continued governmental use.

Retention of Property for Governmental Use
5. Art and Cultural Center



Date of Acquisition: March 30, 2006
Value of Property at Acquisition: $3,650,000
Estimated Current Value: $0 based on market and current zoning
Purpose for Which Property was Acquired: Public Art and Cultural Center
Redevelopment Project Area: 1987 Shellmound Park Redevelopment Project Area

Parcel Description
Size: 33,697 square feet
APN: 049- 618-004

The Emeryville Art and Cultural Center site is located at the intersection of Hollis and 40th Streets. Emeryville City Hall borders the parcel to the north and a public parking lot serving City Hall borders the property to the east. The property is a roughly rectangular lot of 33,697 square feet almost completely occupied by a 30,000 square foot one-story, unreinforced masonry brick building. This building, originally constructed for an industrial use, is currently vacant and is in a deteriorated condition. A large factory floor takes up about two-thirds of the square footage. A series of offices, hallways, and bathroom facilities are located in the northern one-third of the building.

Current Zoning

General Plan Land Use Classification: Public, defined as "A variety of public and quasi-public uses, including government offices; fire and police facilities; schools; community services; transit stations and ancillary facilities."

General Plan Parks, Open Space and Public Services Designation: Civic Center.

Zoning Base District: P Public. "The purpose of the P zone is to implement the provisions of the General Plan applicable to the Public land use classification."

Zoning Overlay District: PA Park Avenue District Overlay. "The purpose of the PA overlay zone is to implement the Park Avenue District Plan, including its Design Guidelines, adopted by Resolution No. 06-158 on August 15, 2006."

Zoning Overlay District: PP Pedestrian Priority Overlay. "The purpose of the PP overlay zone is to implement the provisions of the General Plan applicable to Pedestrian Priority Zones."

History of Environmental Contamination

The building on the site was constructed in the early 1940s and was utilized until recently by industrial manufacturing businesses, and most recently, United Stamping Company, a metal machining and fabrication business. The landscaped area south of the brick structure historically contained a rail spur that joined a main rail corridor that existed south of the property, prior to the area's redevelopment and the construction of 40th Street.

In 2005 at the time of the Phase I Environmental Site Assessment (ESA) conducted on behalf of the City by Ninyo & Moore, Inc. the property was occupied by the United Stamping Company. Research conducted during the ESA indicated the current structure was constructed in the early 1940s; the

property contained small structures (likely residential) prior to the construction of the current structure, but review of historic documents indicated no significant use. The building was first occupied by the Albert Wright Screw Machine Products Company (succeeded by United Stamping). Surrounding properties were occupied almost exclusively by industrial concerns with the exception of the Emeryville City Hall, initially constructed in 1903 which occupies the same location at Park Avenue and Hollis Street that it does today. Prior to the transformation of the land to the south, the parcel was bordered by railroad tracks across which lay industrial property. 40th Street was constructed in association with the conversion of this industrial land to the present-day East Bay Bridge Shopping Center in the mid 1990s.

Due to the historic industrial property use, Ninyo and Moore concluded their ESA by recommending the collection and analysis of soil and groundwater samples for the purposes of evaluating site environmental quality. As described in their February 2006 Limited Phase II Environmental Site Assessment Report and their 2008 Additional Site Investigation, Ninyo and Moore performed soil and groundwater testing beneath and around the subject property. The results of site investigations indicated the presence of low concentrations of metals and hydrocarbons in the sampled media.

Contaminants in the soil beneath the building derived from industrial practices over the years; contaminants in the landscaped former rail spur area south of the building were rail-related. The results of evaluation showed that the contaminants posed no risk to human or environmental health, but that they were present in concentrations above regulatory screening levels and as such should be managed in place or mitigated to remove potential complications for future use or development. Ninyo and Moore described the objectives and methodology for the removal of shallow contaminated soil in their 2008 Final Site Cleanup Plan and Analysis of Brownfield Cleanup Objectives (SCP). The cleanup plan identified the shallow soil in the vicinity of the landscaped area south of the building as requiring removal; the soil beneath the building that was shown to also contain concentrations of contamination (primarily hydrocarbons) was recommended to be left in place, as it was located beneath a slab that would not be disturbed.

The SCP was approved by the regulatory agencies and soil removal completed in the fall of 2010. Clean backfill was emplaced, compacted, and seeded. The remediation of this area was documented in the 2011 Removal Action Completion Report; the environmental action was given conditional approval by the City regulator in April 2011 and final approval by the RWQCB and DTSC shortly thereafter. It is noted that residual (mostly hydrocarbon) contamination is present beneath the concrete slab of the existing building. Should the building and slab be demolished at some point in the future, this soil may be required by regulatory agencies to be removed.

A complete record of technical project documents is on file (hard and electronic copy) in City offices. The Completion Report and Agency concurrence letter may be accessed in the DTSC Envirostor internet-based information repository (older technical documents are not uploaded to Envirostor). A list of project technical documents is presented below:

- Ninyo and Moore. February 2006, Limited Phase II Environmental Site Assessment 4060-4062 Hollis Street, Emeryville CA

- Ninyo and Moore. November 2008, Final Site Cleanup Plan and Analysis of Brownfield Cleanup Alternatives 4060 – 4062 Hollis Street, Emeryville, CA

- Ninyo and Moore. May 2008, Additional Site Investigation 4060 – 4062 Hollis Street, Emeryville, CA

- Ninyo and Moore. March 2011, Removal Action Completion Report, 4060 – 4062 Hollis Street, Emeryville, CA

Potential for TOD and Other Planning Objectives

The Park Avenue District Plan, adopted by the City Council in August 2006, includes a cultural arts center in the intent, goals, and policies for the District, and identifies this former industrial building, adjacent to the Emeryville Civic Center, as one potential location. The building is designated as an "architecturally significant" structure in the Plan.

The General Plan, adopted by the City Council in October 2009, incorporates the Park Avenue District Plan and summarizes it as follows: "The Park Avenue District Plan establishes incentives and development guidelines toward the creation of a vibrant, mixed-use neighborhood. It seeks to preserve the area's small parcels and historic buildings and encourage private development of live/work housing, small-scale businesses, pedestrian and bicycle accessibility, and 24-hour community uses. These uses will be supplemented with public investments, which may include an arts center, public parking facilities, community open space, and improved sidewalks."

The Parks and Recreation Strategic Plan, adopted by the City Council on January 18, 2011, identifies an Arts Center at this location as a planned public facility on its General Plan Parks Concept map. The plan further describes the proposed Emeryville Center for the Arts as follows: "The City has acquired a building south of the Civic Center for future use by the Emeryville Center for the Arts, an independent non-profit organization. This facility will play a role in the overall opportunities for art-related activities including Viewing Art and Participatory Arts and Cultural Activities. The integration of this facility into a

larger civic campus may require some redesign of the plaza space behind City Hall."

In furtherance of these planning objectives, the property has been acquired by the Agency for development as an arts center. Following an extensive public participation process, including a design competition and presentations before the Park Avenue District Advisory Committee, Planning Commission, and City Council, the plans for the Emeryville Center for the Arts, involving the preservation and adaptive reuse of the existing significant structure, were approved by the Planning Commission on September 22, 2011.

History of Previous Development Proposals And Purpose for Which Property was Acquired

The Redevelopment Agency purchased the site in March 2006 to fulfill its planning objective of developing an Arts and Cultural Center. This project was first identified in the 2000-2004 Five Year Implementation Plan, as amended in June 2002, to address Blight Condition 10: Inadequate Public Facilities. The Civic Center Phase II project provides that it "would complete the Civic Center complex by acquiring the remaining building on the Civic Center block and converting it from private to public use. The existing building could be reused for a permanent exhibit space for the Celebration of the Arts show, as well as a year round performing arts center" (Attachment 6: Page 23). This project was refined in the 2005-2009 Implementation Plan as the Performing Arts/Cultural Center project in order to address Blight Condition 10: Inadequate Public Facilities, and thereafter was continued in the latest 2010-2014 Implementation Plan (Attachment 7: Page 31 and Attachment 3: Page 32 respectively).

The initial plan included 10,000 square feet of gallery space for the annual Emeryville Celebration of the Arts Exhibition, 3,000 square feet of permanent exhibit areas for the Emeryville Historical Society, 3,000 square feet of classroom space for the Pacific Center for the Photograhpic Arts, and 15,000 square feet for flexible exhibit and performance space for the Emery Unified School District Youth Art Program and other performing visual and media arts groups.

A second development plan for the site was approved in 2011. This second plan was developed as a result of ongoing activities including the establishment of a non-profit operating corporation, Emeryville Center for the Arts (ECA), and the development of a Strategic Plan, Business Plan, and Fundraising Plan for the Art Center. On December 7, 2010 the Emeryville Redevelopment Agency approved an Exclusive Right to Negotiate Agreement (Resolution RD49-10) with ECA for the purpose of negotiating a Lease DDA which would provide for the redevelopment of 4060 Hollis Street and the establishment of an Arts Center.

Pursuant to the ERN, ECA retained architectural services and developed an adaptive reuse proposal for the Art and Cultural Center that met business plan,

programming, and operational requirements. On September 22, 2011, the Emeryville Planning Commission approved a Conditional use Permit and Design Review approval for the adaptive reuse of the property and determined the project is exempt from the California Environmental Quality Act (Resolution CPC No. DR11-010).

ECA was planning to operate the Emeryville Center for the Arts as a first class, regional, arts exhibition and performance space focused on contemporary visual and performing arts in the Bay Area. ECA's vision was to have the facility serve as an instigator for new ideas, dialogues and trends in the contemporary arts.
The project as described in the Planning Commission approval is a center for contemporary visual and performing arts that includes a 242 seat theater and a 7,600 square foot gallery. Additional components of the project are 3,900 square feet of office space for six full time and eight part time staff, back-of-house support spaces for the theater and gallery, a 1,200 square foot exterior courtyard, a retail store, and a 1,700 square foot café that includes service area, kitchen and restrooms and trash area.

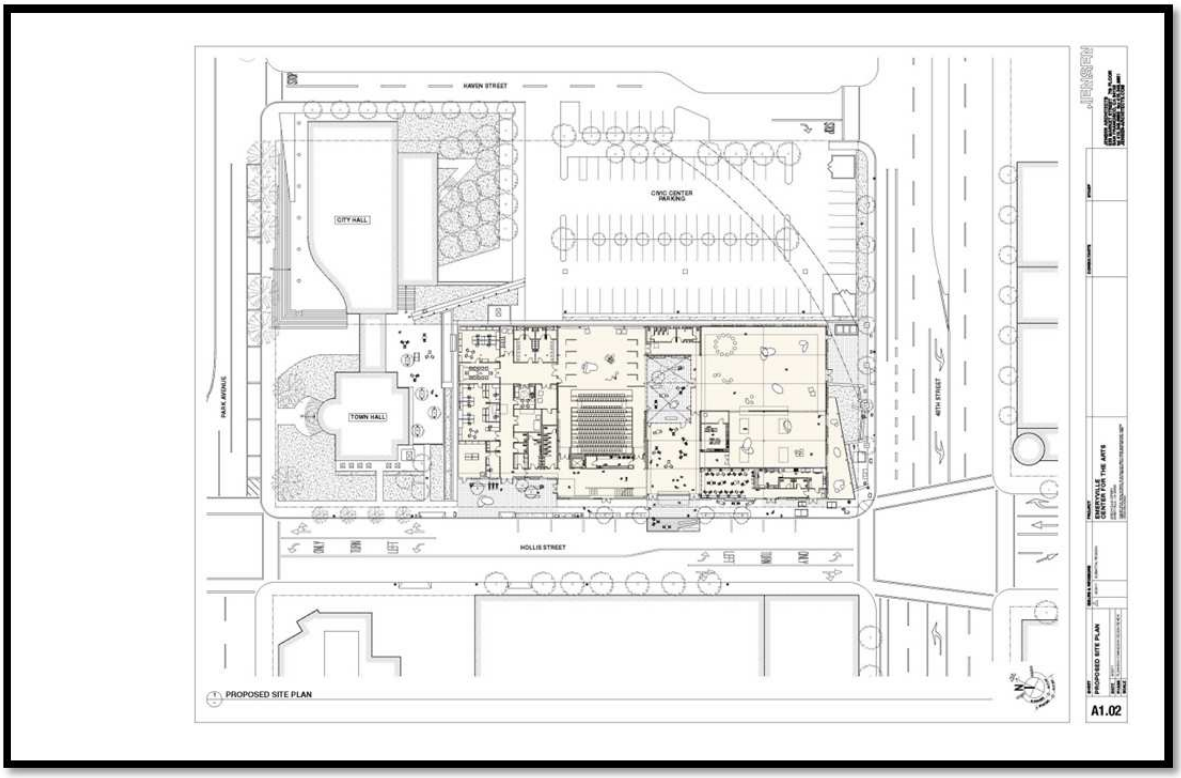


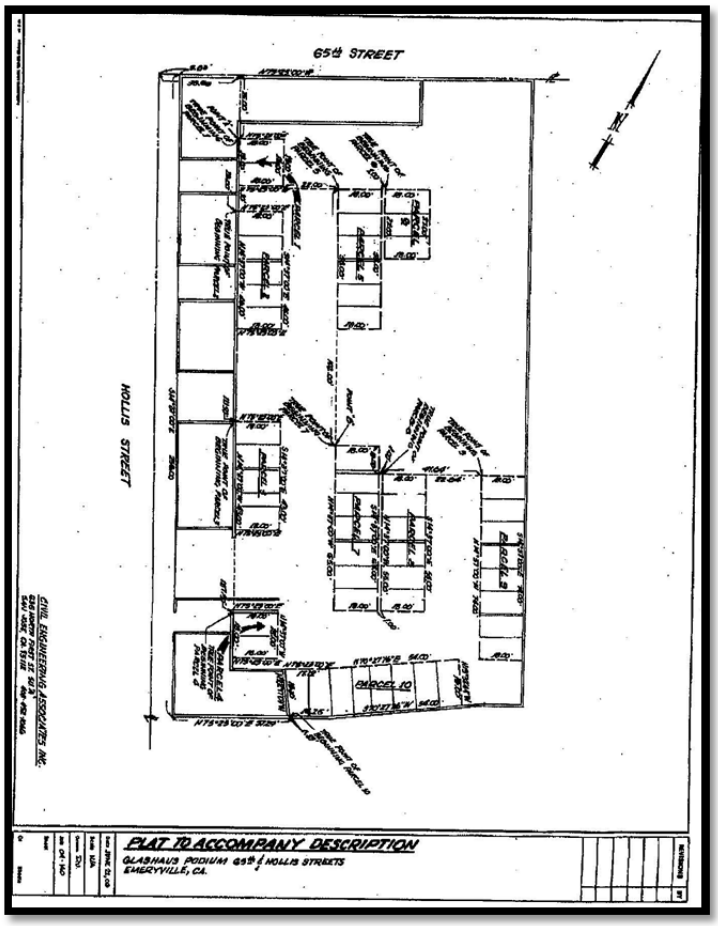
Figure 5 - Emeryville Celebration of the Arts Approved Project Plan

Due to the dissolution of the Redevelopment Agency, the Exclusive Negotiating Agreement with ECA expired and the land use entitlements approved by the Planning Commission expired. Nevertheless, the City has approximately $1.5

million of funding provided by Pixar Animation Studios specifically pledged to this project as well as the ability to possibly utilize a portion of pre-2011 excess non-housing bond proceeds for rehabilitation of the existing building. Accordingly, given the limited funding available, the City will need to either look at a scaled down version of its plans to repurpose this building into an arts and cultural center, or provide for several phases of development as funding becomes available.

The intent of the Successor Agency is to transfer this parcel to the City for continued governmental use.

6. Glashaus Public Parking



Date of Acquisition: 9/17/2008
Value of Property at Acquisition: $2,000,000
Estimated Current Value: $250,000.
Purpose for Which Property was Acquired: Public Parking
Redevelopment Project Area: 1987 Shellmound Park Redevelopment Project Area

Parcel Description
Size: 50 public parking spaces; 8,331 square feet
APN: 49-1504-3-1, 4-1, -1, 6-2 and 7

The Glashaus Public Parking consists of a separate condominium parcel containing 50 public parking spaces, within 8,331 square feet, on the ground floor of a two story parking podium structure beneath four (4) stories of residential condominium units. The ground floor parking podium structure is lined with small

retail/commercial uses (e.g. deli, dry cleaner). The property in which the parking condominium unit is located is situated at the corner of Hollis and 65th Streets.

Current Zoning

The General Plan Land Use Classifications and Zoning for the property on which the parking condominium unit is located are as follows:

- Medium High Density Residential, defined as "Residential development generally at maximum FARs ranging from 0.8 to 1.9. Incidental retail uses that serve the neighborhood are also permitted;" and

- Neighborhood Retail Overlay. "This designation is intended for four neighborhood centers. It is intended for stores, offices, services, and restaurants/ cafés that serve the local community, as well as "flex space" that can be adapted for retail/restaurant use in the future, but may be used for other uses in the interim. A majority of the ground floor use, and a substantial portion of the frontage along any public street, shall be devoted to these uses. Establishments shall generally be smaller sized, lending themselves to the pedestrian-oriented nature of the centers; however larger establishments (such as supermarkets), that serve the local community and are designed appropriately with a pedestrian orientation are also permitted. Retail and eating and drinking establishments can comprise up to 100 percent of the building area."

Zoning Base District: RMH Medium-High Density Residential. "The purpose of the RMH zone is to implement the provisions of the General Plan applicable to the Medium High Density Residential land use classification."

Zoning Overlay District: NH North Hollis Overlay. "The purpose of the NH overlay zone is to implement the North Hollis Area Urban Design Program, including its Design Guidelines, adopted by Resolution No. 02-052 on April 16, 2002."

Zoning Overlay District: NR Neighborhood Retail Overlay. "The purpose of the NR overlay zone is to implement the provisions of the General Plan applicable to the Neighborhood Retail Overlay land use classification."

Zoning Overlay District: PP Pedestrian Priority Overlay. "The purpose of the PP overlay zone is to implement the provisions of the General Plan applicable to Pedestrian Priority Zones."

History of Environmental Contamination

The public parking at the Glashaus property occupies space beneath the western portion of the privately owned condominium development. Prior to the

construction of the residential units and public parking condominium spaces, this land was occupied by a variety of transportation, warehousing, and industrial businesses. According to project documents, the land appears to have been first occupied in the early 1900s, growing increasingly industrialized towards the middle of the 20th century.

Property conditions were evaluated by Geomatrix, consultants to the developer during the development planning process. According to Geomatrix, use-related contamination was determined to be present in soil and groundwater beneath areas of the site corresponding to operational areas of the various tenants. Contaminants consisted primarily of petroleum hydrocarbons (fuel and lubricating products) and metals.

The Geomatrix 2006 Draft Completion report describes the implementation of the 2005 Remedial Action Workplan (RAW). The developer implemented the RAW by constructing Liquid Boot® vapor barriers beneath the project. The parking structure includes a mechanical ventilation system (as required by code).

Four general areas were identified for excavation: the northwest area (Remediation Area A, consisting primarily of gasoline); the central area (Remediation Area B, consisting of isolated locations throughout the site where there was an exceedance of one or more criteria); the eastern area (Remediation Area C, consisting of primarily metals impacts); and the southwestern area (Remediation Area D, consisting of primarily diesel impacts). According to reviewed file documents and the Conditional Approval by the City of Emeryville regulator Susan G. Colman, the remedial activities were completed as planned. No additional assessment, remedial or monitoring activity is contemplated or needed.

Project documents are available in City archives and in the files of the City regulator. Selected documents are stored in City electronic files. As the date of the response action preceded the state-maintained systems, technical documents were not loaded to the public databases (Envirostor or Geotracker). A list of relevant technical documents is presented below:

- 2006, S. G. Colman, Draft Conditional No Further Action for Soil and Groundwater Remediation, Report, Glashaus, 1269, 1289, and 1301 65th Street, Emeryville, California
- 2006, Geomatrix. Draft Removal Action Completion Report – Glashaus Site, 1269, 1289, and 1301 65th Street, Emeryville, California
- 2005, Geomatrix. Removal Action Workplan Report – Glashaus Site, 1269, 1289, and 1301 65th Street, Emeryville, California

Potential for TOD and Other Planning Objectives

The North Hollis Area Urban Design Program, adopted by the City Council in April 2002, identified this site (formerly the site of the Sybase gym) as one of two locations for public parking in the North Hollis District (the other being the site north of the Amtrak station). In its strategy for Public Parking Facilities, the Urban Design Program states: "The City should consider partnering with property owners undertaking major redevelopment projects for the incorporation of shared public parking as appropriate (e.g., north of the existing Amtrak station, future redevelopment of the Sybase gym and adjacent properties)." General Plan policy T-P-50 states that: "Public garages will be provided strategically, in locations convenient and proximate to eventual destinations."

In 2005, Pulte Homes proposed the development of a 145-unit townhouse and retail/residential condominium podium project on this site, calling the project "Glashaus" after an industrial building that had previously occupied the site. The private component of the project incorporates 145 residential condominium units in four levels, 245 parking spaces for the residential uses on one level, and ancillary 1,600 square foot commercial condominium space at the corner of Hollis and 65th Streets as well as a smaller 911 square foot commercial condominium space at the corner of Hollis Street and Peabody Lane.

The Redevelopment Agency negotiated a deal with the developer to include a public parking garage with 50 spaces, in furtherance of the planning objectives of the North Hollis Area Urban Design Program. Thus, the podium building included public parking on the ground floor wrapped with retail uses facing the street, resident parking on the second floor, and residential units above. The public parking component is a separate condominium unit within a larger and otherwise privately owned condominium complex. The "Glashaus Townhouses/Public Parking Project" was approved by the Planning Commission in December 2005. Building permits were issued in 2006-2007, the buildings were occupied in phases beginning in 2007, and the project was completed in early 2009. Thus, for almost seven years the project has been providing free public parking for the North Hollis neighborhood, fulfilling the planning objectives of the North Hollis Area Urban Design Program and the General Plan.

History of Previous Development Proposals And Purpose For Which Property Was Acquired

The Glashaus Public Parking consists of 50 public parking spaces, within 8,331 square feet, comprising a separate condominium space located on the bottom floor of a two-story parking podium structure beneath four-stories of residential condominium units. The ground floor parking podium structure is lined with small retail/commercial uses (e.g. deli, dry cleaners). The ground floor also includes 8 guest parking spaces for the residential units in the project; these guest parking spaces are located outside of the public parking area and are not included in the

count of public parking spaces. The Redevelopment Agency contracted with Pulte Home Corporation to construct this public parking as a component of their condominium development pursuant to that certain Purchase and Sale Agreement And Preliminary Escrow Instructions between the parties dated October 16, 2006 (Attachment 8). The 2005-2009 Implementation Plan, as amended in October 2007, identified the North Hollis (65th/Hollis) Public Parking project involving the acquisition of 50 structured parking spaces in the Glashaus mixed use development to address parking needs in the area as a means to address Blight Condition 10: Inadequate Public Facilities (Attachment 7: Page 30).

Section 19.4 of the Purchase and Sale Agreement provided that the Agreement may be assigned to the City without Pulte's consent as a means to ensure that the parking was being made available to the public at large. The intent was that the 50 parking spaces be available to members of the public who are visiting the small commercial establishments in the Glashaus mixed use development and other nearby establishments in the area which lack available parking as opposed to being acquired by some private third party who then restricts access to themselves or the highest bidder. This parking is currently provided free to members of the public as a means to support nearby commercial businesses which lack adequate off-street parking. This public parking currently generates no revenue and costs approximately $30,000 per year to operate which the City has been funding since the parking became operational in early 2009.

It is worth noting and recalling that Health and Safety Code Section 33445 limited the ability of the former Redevelopment Agency to pay for the operational expenses of assets and therefore the ultimate transfer of this public parking to the City was anticipated; hence the reason why the City has been paying the operational expenses since 2009. Accordingly, both the City and former Redevelopment Agency treated this asset as that of the City, and this parcel should be allowed to be transferred to the City as the continuation of governmental use of property. The annual costs of operating the parking were assumed by the Successor Agency and paid for from RPTTF commencing with ROPS 14-15A, line items 111 and 112 to cover the operational expenses of this public parking.

The intent of the Successor Agency is to transfer this parcel to the City for continued governmental use.

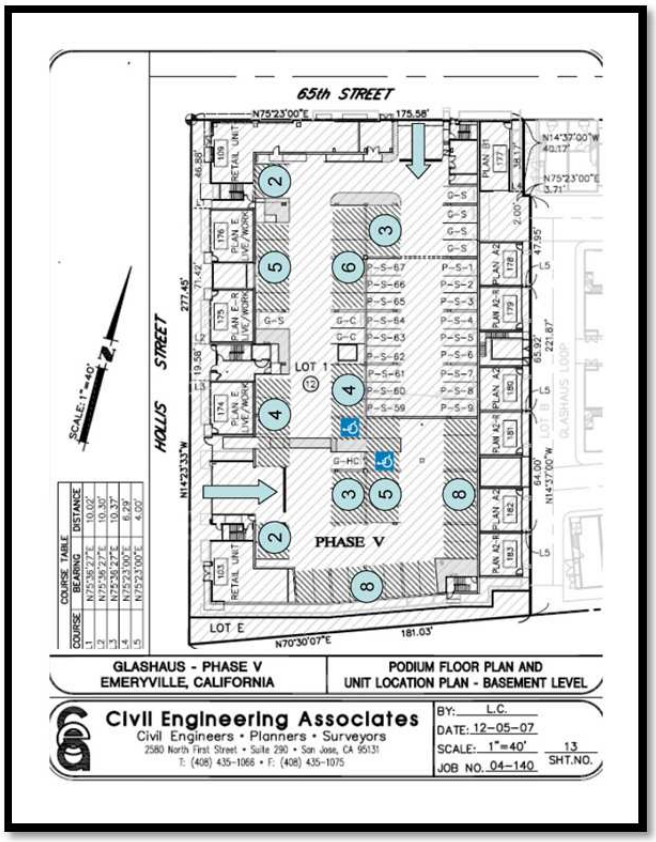
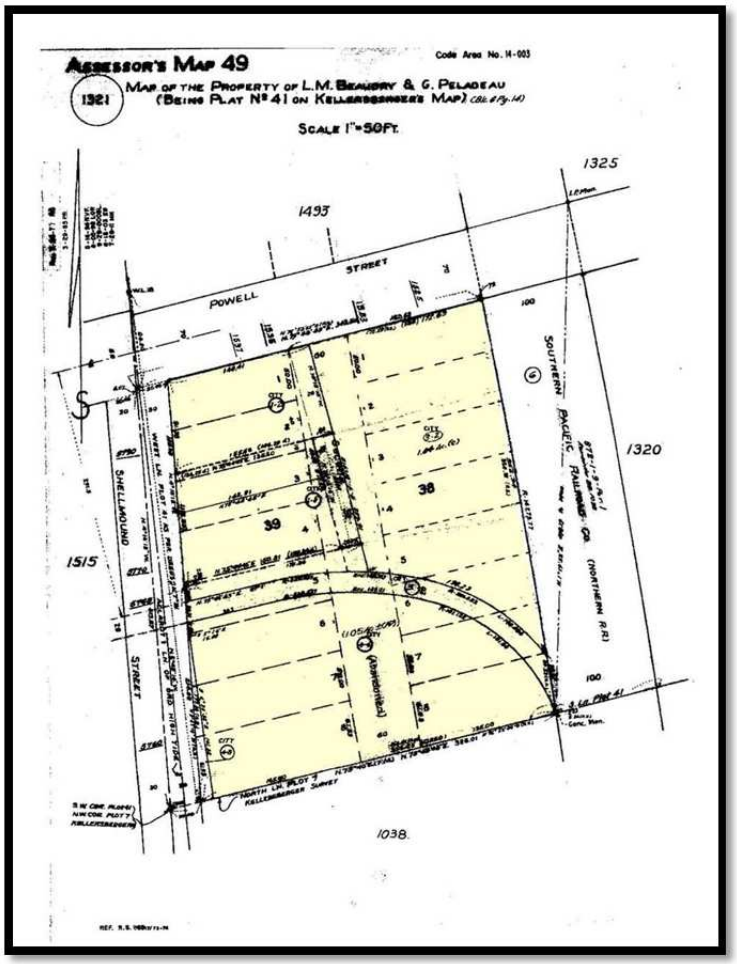


Figure 6 - Glashaus Public Parking

Properties for Future Development

7. South Bayfront Site B



Date of Acquisition:
South Bayfront Site B consists of five parcels which were assembled and purchased by the Redevelopment Agency between 2006 and 2010 from four (4) different property owners. The acquisition date for each parcel is listed below:

1525 Powell Street (APN 049-1321-005; 049-1321-003-02)(October 16, 2006 - $6,200,000 exclusive of environmental impacts)

1535 Powell Street (APN 049-1321-001-2) (November 8, 2006 - $2,300,000 exclusive of environmental impacts)

5770 Shellmound Street (APN 049-1321-001-4) (November 5, 2010 - $2,060,000 exclusive of environmental impacts)

5760-5764 Shellmound Street (APN 049-1321-004-4)(December 14, 2010 - $5,400,000 exclusive of environmental impacts)

Value of Property at Acquisition: $15,960,000 exclusive of environmental impacts

Estimated Current Value: $13,880,000 (based on August 8, 2012 appraisal)

Upon transfer of South Bayfront Site B to the City, the City will be responsible for marketing Site B to potential developers through either a competitive process (such as a Request for Proposals, a Request for Qualifications, or a Notice of Development Opportunity) or a negotiated transaction. The properties may be sold at their fair market value or their fair reuse value, based on the dictates of market conditions and the development climate at the time of disposition. The determination of fair market value will consider the property's highest and best use. The determination of fair reuse value will consider the proposed use of the property and the value of the property with the conditions, covenants and development costs associated with the negotiated disposition. The sales price will be determined based on actual development proposals.

Purpose for Which Property was Acquired: Extension of Bay Street Site A - residential/commercial mixed use

Redevelopment Project Area: 1976 Emeryville Redevelopment Project Area.

South Bayfront Site B is located in the general area identified as Area III in the 1976 Emeryville Redevelopment Plan. Within Area III, the 1976 Redevelopment Plan envisioned that the redevelopment of this area would seek to stop the exodus of major industrial uses from the area, intensify the development of property presently underutilized and develop appropriate commercial and residential development, especially along the freeway frontage. More specifically, the 1976 Emeryville Plan recognizes that the Agency may assist the development of new commercial and residential development within Area III in order to strengthen the economic and employment base of Emeryville, as well as to provide a greater residential market within Emeryville (Attachment 4: Page 8,9).

Five Year Implementation Plan: January 2010 – December 2014:

The 2005-2009 Implementation Plan and 2010 - 2014 Implementation Plan identified the Bay Street Site B Project as a means to address and alleviate Blight Condition 4: Loss of Tax Base and Jobs and Blight Condition 5: Vacant And Underutilized Buildings (Attachment 7: Page 23 and Attachment 3: Page 23

respectively). As described in the Implementation Plans, Bay Street Site B will be a continuation and completion of the existing Bay Street Mixed-Use Development, located on what is known as Site A. The project will serve as a northern end-cap for the existing Bay Street Site A development and may consist of retail (possibly a department store), a hotel, and structured parking.

Parcel Description
Size: 3.04 acres (132,491 s.f.)
APN: 049-1321-001-2; 049-1321-003-02; 049-1321-005; 049-1321-001-4; 049-1321-004-4

Site B is a vacant lot composed of five assembled legal parcels of irregular shape bounded by Powell Street to the north, the Union Pacific Railroad tracks to the east, Shellmound Street to the west, and the Bay Street shopping mall to the south. The elevated Powell Street Bridge over the railroad tracks is to the north. The site is located in the commercial corridor of west-central Emeryville, just north of the existing mixed-use Bay Street Shopping Center and residential development.

Current Zoning

General Plan Land Use Classifications:

- Mixed Use with Residential, defined as "One or more of a variety of residential and nonresidential uses, including but not limited to offices, retail and hotels. On larger sites, a mix of residential and non-residential uses is required; on smaller sites, a single use may be permitted;" and

- Regional Retail Overlay, which "is intended to reflect sites that are appropriate for retail uses that serve as a regional draw. Stores can be small in size (such as at Bay Street) or large (such as IKEA). For sites with this overlay, 100 percent of the building area can be retail, while the uses in the underlying classification are also permitted;" and

- Major Transit Hub, defined as ¼-mile radius (10 minute walk) from "transfer points where high volume transit lines intersect. These are located in the Amtrak station with access from both sides of the rail line, and at 40th Street and San Pablo Avenue" (Land Use Element), and "locations where a number of major transit routes intersect, and where high density 'transit-oriented development' and enhanced amenities to promote transit ridership are appropriate" (Transportation Element).

Zoning Base District: MUR Mixed Use with Residential. "The purpose of the MUR zone is to implement the provisions of the General Plan applicable to the Mixed Use with Residential land use classification."

Zoning Overlay District: RR Regional Retail Overlay. “The purpose of the RR overlay zone is to implement the provisions of the General Plan applicable to the Regional Retail Overlay land use classification.”

Zoning Overlay District: TH Transit Hub Overlay. “The purpose of the TH overlay zone is to implement the provisions of the General Plan applicable to Major Transit Hubs.”

Zoning Overlay District: PP Pedestrian Priority Overlay. “The purpose of the PP overlay zone is to implement the provisions of the General Plan applicable to Pedestrian Priority Zones.”

History of Environmental Contamination

The properties known collectively as South Bayfront Site B consist of five parcels previously owned by 4 different owners commonly referred to as the C&S Enterprise, Adam, Koeckritz and Robinson parcels. The approximately 3-acre parcel has been occupied by a variety of industrial concerns since the turn of the 20th century.

Commencing in approximately 2004, the Redevelopment Agency commenced actions to acquire and remediate the site for redevelopment into a mixed-use end cap for the Bay Street Site A project discussed above. In the years following, a series of environmental studies documented the nature and extent of contamination and enabled the creation of a Remedial Action Plan. The soil remediation portion of the plan was completed in 2009; the groundwater remediation is planned for 2014 completion with on-going long term groundwater monitoring thereafter.

The approximately 3 acre South Bayfront Site B property is located in west-central Emeryville just north of the Bay Street Site A retail, entertainment and residential development complex. Shellmound Street runs along the western property boundary; the Union Pacific railroad corridor is to the east. The elevated Powell Street approach to its bridge over the railroad tracks is to the north.

The pattern of historic development and use was studied by Erler and Kalinowski, Inc. (EKI) in their 2004 Phase I Environmental Site Assessment (ESA). According to the ESA, at the time of the earliest available documentary record (1903) the Site B parcel was already developed by the Western Carbonic Acid Gas Company and sat adjacent to the eastern shoreline of the San Francisco Bay (the near-shore Bay was filled over the years to create neighboring developable land). By 1911, the Union Oil Company had developed a tank farm along the northern portion of the property for the storage and distribution of petroleum products. Over the years since, a variety of industrial

uses occupied the property, with a gradual de-industrialization observed over the latter half of the 20th century. Uses at the time of the EKI property reconnaissance in 2004 included warehouses, a flower market, and several light manufacturing concerns. Development and use patterns of neighboring land were similar to the subject site, with initial industrial development giving way to the commercial uses observed in the area today.

The assessment of use-related environmental impact commenced in 2004. Assessment activities were completed in phases, beginning with a detailed examination of the historic record and later including episodes of soil and groundwater testing in areas shown by research to have contained operational features of potential environmental concern. Results of investigation showed that groundwater was present at about eight feet below ground surface, and that the overlying soil in several areas of the property contained levels of contaminants higher than regulatory standards for commercial or residential redevelopment. Detected contamination consisted primarily of petroleum hydrocarbons and metals.

Results of analysis of groundwater samples collected from monitoring wells and test borings indicated the presence of metals, hydrocarbons and chlorinated solvents. The source of most of the contamination appeared to be historic on-site activities, though the possibility for the on-property migration of chlorinated solvents from an off-site source was also identified.

After an extensive process of environmental investigation and assessment, and having either acquired or obtained an order for possession of the parcels in eminent domain proceedings, in June 2008, the Redevelopment Agency publicly bid and awarded a contract to Pacific States Environmental Contractors, Inc. ("PSEC"), for soil remediation of toxic contamination at South Bayfront Site B. Other contractors retained by the Redevelopment Agency for the soil remediation project included URS for archaeological monitoring during ground disturbing activities, EKI, the vendor responsible for the implementation of the Final Feasibility Study/Remedial Action Plan ("FS/RAP") and Final Remedial Design and Implementation Plan ("RDIP"), and Harris Associates, the vendor responsible for the day-to-day management of the remediation contractor.

Soil remediation activities were conducted in accordance with the Final RDIP approved by the Department of Toxic Substances Control (DTSC) on October 10, 2008. Soil remediation activities were completed in fall 2009, and PSEC demobilized from Site B in October 2009. The Soil Remediation Completion Report was approved by DTSC on June 15, 2010. Upon completion of the soil remediation, the next phase of remediation related to groundwater contamination commenced immediately thereafter in accordance with the FS/RAP and Final RDIP.

The remediation at South Bayfront Site B has been conducted in two stages, with the first stage involving the removal of contaminated soil present above the shallow groundwater and the second being the remediation of the groundwater itself. The first stage of remediation was completed in 2009 and is documented in the EKI report entitled Soil Remediation Completion Report (EKI, 2010). As described in this report, soil to a depth of 8 to 10 feet below ground surface was removed from the entire footprint of the property.

Beginning in September 2010, the City proceeded to address implementation of post-soil remediation groundwater activities and initiated an on-site groundwater pilot study for the properties located at the northeast corner of Site B. The purpose of the pilot study was to test the effectiveness of in-situ enhanced reductive dechlorination of chlorinated volatile organic compounds in the groundwater, or what one might term as bio-remediation. With respect to groundwater remediation, the approved FS/RAP anticipated that the Redevelopment Agency would implement a remedy involving the construction of a containment trench around the northeast edge of Site B and then pump the contaminated groundwater and treat it before disposal. The FS/RAP also contained as an alternative the bio-remediation concept. Based on the results of the soil remediation and discussions with DTSC, the Redevelopment Agency agreed to pursue the bio-remediation concept rather than the construction of the containment trench and pumping and treating of contaminated groundwater. The results for the pilot study were very favorable in terms of addressing the contaminants in the groundwater via bio-remediation.

This remedial alternative is currently being deployed on the site and injections to groundwater were conducted between July and October of 2013. Groundwater monitoring activities were conducted in February 2014 to evaluate the effectiveness of the injections. Post soil remediation groundwater investigations revealed the presence of CVOCs in deeper groundwater on the southeastern portion of Site B. These impacts to deeper groundwater are either the result of releases from up gradient off-site sources or are the result of releases from on-site sources that have migrated to the deeper groundwater zone. Accordingly, at the direction of DTSC, in spring/summer 2015 the Successor Agency undertook further investigation of on-site and off-site groundwater in an effort to identify the source of impacts to the deeper groundwater on Site B. The results of this additional investigation are being compiled for dissemination to DTSC in the fall/winter 2015. Depending on the test results a further amendment to the FS/RAP to address the deeper groundwater may be ordered by DTSC which would likely include additional injections to deeper groundwater, followed by additional confirmation groundwater testing. If DTSC were to order the preparation of a further amendment to the FS/RAP, that plan would likely be completed by summer 2016, followed by actual implementation of injections to deeper groundwater in the fall of 2016, and confirmation sampling in late 2016/early 2017. After completion of this work, the Successor Agency is obligated to prepare an Operations & Maintenance Agreement, an Operations &

Maintenance Plan, a Removal Action Completion report, and a Land Use Covenant for approval by DTSC. Thereafter, the Successor Agency will receive a Certificate of Completion from DTSC.

Accordingly, transfer of the South Bayfront Site B parcels to the City will be subject to the ongoing obligation of the Successor Agency to complete all required work necessary to obtain the Certificate of Completion from DTSC. Thereafter, as between the City and the Successor Agency, the City will assume all responsibility to comply with the obligations of the Operations & Maintenance Plan as provided by the Operations & Maintenance Agreement, as well as the terms and conditions of the Land Use Covenant. The obligations in the Operations & Maintenance Plan will relate primarily to ongoing groundwater monitoring obligations as well as the requirement to install vapor barriers and a sub-slab ventilation system. These obligations assumed by the City will thereafter be assigned to the selected developer of the site. Accordingly, once the Successor Agency obtains its Certificate of Completion from DTSC, obligations of the Successor Agency as currently reflected in line items 39, 40, 41 and 43 of ROPS 15-16A would be retired.

In order to address the risk of VOC vapor intrusion, the installation of vapor barriers beneath the new inhabited Site buildings will be required. Vapor barriers will consist of an impermeable liner, consisting of a spray-on liner, geomembrane, or equivalent that will be installed beneath each building foundation. Beneath each liner, perforated piping and permeable backfill will be placed in trenches and will be vented to the atmosphere. Ambient pressure and temperature gradients between the subsurface and outdoor air should induce sufficient air flow in the piping to minimize any potential vapor accumulation. The design and installation of the vapor barriers will be coordinated with the Site B redevelopment. It is anticipated that the vapor barrier design and installation documentation will be provided to DTSC by the developer selected for redevelopment of the site. The land use covenant will require vapor barrier installation, protection and maintenance for all future Site buildings.

A comprehensive collection of project documentation, from the Phase I Environmental Site Assessment completed in 2004 through the remedial design documents published in 2012 are available on the DTSC Envirostor. Recent technical project documents are on file (hard and electronic copy) in City offices. Older documents (pre-2008) are stored in the City archives. A comprehensive collection of reports and agency correspondence is accessible in the DTSC Envirostor internet-based information repository at http://www.envirostor.dtsc.ca.gov/public/profile_report.asp?global_id=70000131.

A list of significant project technical documents is presented below:

- EKI, 2004. Phase I Environmental Site Assessment (“Phase I”), Site B, Emeryville, California, Erler & Kalinowski, Inc., October 2006.

- EKI, 2007. Revised Draft Remedial Investigation and Human Health Risk Assessment Report, Erler & Kalinowski, Inc., May 2007

- EKI, 2008. Final Feasibility Study and Remedial Action Plan, Erler & Kalinowski, Inc., March 2008.

- EKI 2008. Remedial Design and Implementation Plan
- Plan, Erler & Kalinowski, Inc., September 2008

- EKI 2010. Soil Remediation Completion Report, Erler & Kalinowski, Inc., April 2010

- EKI 2012. Final Pilot Study for On-Site Shallow Groundwater, Erler & Kalinowski, Inc., May 2012.

Finally, it should be noted that the former Redevelopment Agency obtained a policy of Environmental Site Liability Insurance from Chubb Custom Insurance Company providing up to $10,000,000 of coverage for each pollution incident, subject to a $100,000 deductible for each incident (Attachment 12). The transfer of the South Bayfront Site B parcels to the City in accordance with this Plan would also include the transfer and assignment of this policy of insurance from the Successor Agency to the City in order to facilitate the ultimate assignment of the policy by the City to the developer of the property.

Potential for TOD and Other Planning Objectives

The South Bayfront Design Guidelines, adopted by the Redevelopment Agency in April 1997, call for Site B to be developed with up to 69,000 square feet of retail, and up to 200,000 square feet of office or residential, with up to 520 structured parking spaces. The Guidelines call for the site to have a higher architectural focal point (approximately 100 feet tall) and pedestrian linkages to a sequence of uses to the south and west.

The General Plan Land Use Diagram designates Site B as Mixed Use with Residential with a Regional Retail overlay, and within a Major Transit Hub area. The Urban Design Element identifies the vicinity of Site B as the “Core” area of the city, with the tallest buildings and the greatest intensity and residential density. This is reflected in the height, building intensity (floor area ratio, or FAR), and residential density maps in the Land Use Element. The height limit is up to 100’ by right and over 100’ (no specific limit) with a development bonus; the FAR is 4.0 by right and up to 6.0 with a development bonus; and the residential density is 115 units per acre by right and up to 170 units per acre with a development bonus. Development bonuses require a conditional use permit and the earning of “points” for providing a variety of public benefits. Policy UD-P-7

provides that: “A high-intensity mixed-use core will be located near Powell Street and Christie Avenue, and built to the street edge to maintain a vibrant pedestrian-oriented district.”

The nearby Amtrak station is one of two Transit Hubs in the City (the other being the 40th and San Pablo transit center serving several major AC Transit bus lines). The General Plan also calls, in the long-term, for a new BART line to be developed along the rail corridor, with a station at Powell Street, adjacent to Site B. Thus, with the existing very busy Amtrak station and a possible future BART station, Site B is ideally located to support Transit Oriented Development. Policy T-P-36 states that: “The City supports Transit-Oriented Development with reduced parking requirements, and amenities to encourage transit use and increase pedestrian comfort around the Major Transit Hubs at the Amtrak station and the 40th Street/San Pablo Avenue intersection.” This is supported by the Planning Regulations TH Transit Hub Overlay Zone, which reduces all parking requirements by 50% within this area.

Development of a high-density, mid- to high-rise mixed use development, with a variety of pedestrian- and transit-oriented residential, retail, and/or office uses on this site would achieve these planning objectives of the South Bayfront Design Guidelines and the General Plan.

History of Previous Development Proposals And Purpose For Which Property Was Acquired

In 2004, the Redevelopment Agency commenced actions to acquire and redevelop the five (5) separate properties known collectively as South Bayfront Site B as a mixed-use endcap to the Bay Street Site A project.

South Bayfront Site B is located in the general area identified as Area III in the 1976 Redevelopment Plan (Attachment 4). Within Area III, the 1976 Redevelopment Plan envisioned that the redevelopment of this area will seek to stop the exodus of major industrial uses from the area, intensify the development of property presently underutilized and develop appropriate commercial and residential development, especially along the freeway frontage. More specifically, the 1976 Emeryville Plan recognizes that the Agency may assist the development of new commercial and residential development within Area III in order to strengthen the economic and employment base of Emeryville, as well as to provide a greater residential market within Emeryville (Attachment 4: Pages 8, 9) .

The 2010-2014 Implementation Plan identified the Bay Street Site B Project as a means to address and alleviate Blight Condition 4: Loss of Tax Base and Jobs and Blight Condition 5: Vacant And Underutilized Buildings. As described therein, Bay Street Site B will be a continuation and completion of the existing Bay Street Mixed-Use Development located on Site A. The project will serve as a northern

end-cap for the existing Bay Street Site A development and may consist of retail (possibly a department store), a hotel, and structured parking (Attachment 3: Page 23).

On January 11, 2005 the Redevelopment Agency and Madison Bay Street LLC, entered into an Exclusive Right to Negotiate Agreement for redevelopment of Site B. The Exclusive Right to Negotiate Agreement was amended six times to extend the term, to amend the project description and scope of development, and to allow more flexibility in the potential uses within the project. In December 2010 the Agency approved a Sixth Amendment to the Exclusive Right to Negotiate Agreement which expired September 30, 2012. The ERN required the Redevelopment Agency and Madison Bay Street to engage in good faith negotiations to prepare a Disposition and Development Agreement for acquisition and development of Site B by Madison Bay Street.

The developer prepared a series of development plans that incorporated a Macy's Department store on the site. These site plans also incorporated the undeveloped portion of Bay Street Site A owned by Madison Bay Street to the south of Site B into the development. The first plan included an 180,000 square foot department store and a 520 parking structure. In November, 2011, the developer presented a revised plan to the Redevelopment Agency consisting of a 150,000 square foot Macy's Department store and a 431 space parking structure. The details of the November 2011 plan are as follows:

- Two level 150,000 square foot department store
- Two levels of parking above the department store with 431 parking spaces.
- 81 surface parking spaces

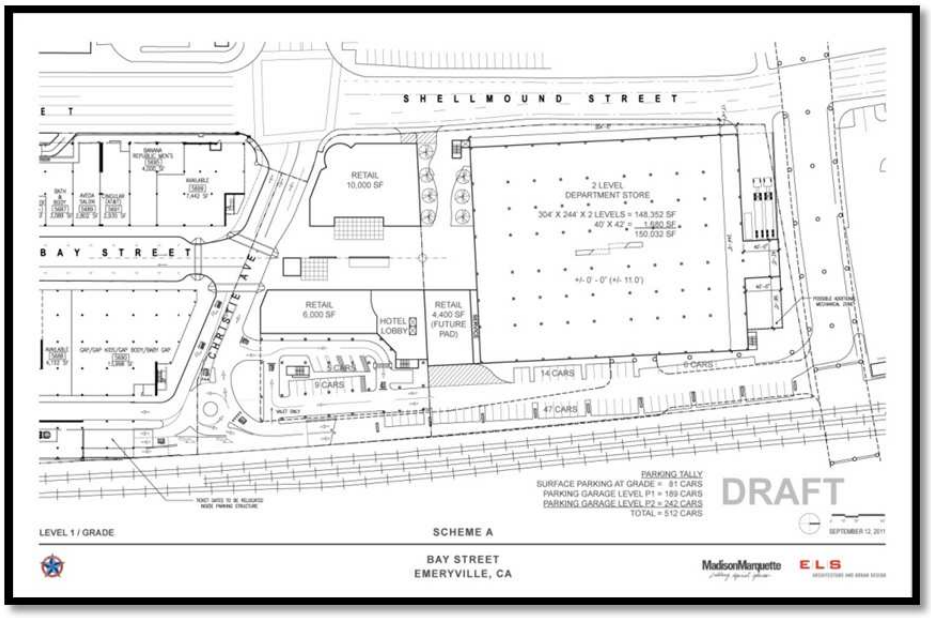


Figure 7 - Madison Bay Street Macy's Site Plan - Ground Floor

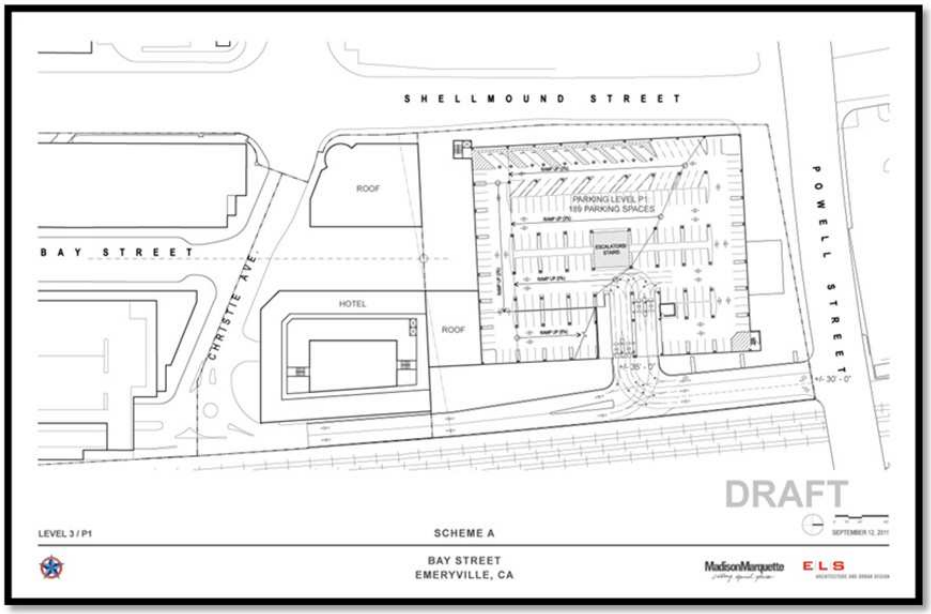


Figure 8 - Madison Bay Street - Macy's Plan First Floor Parking Podium Above Macys

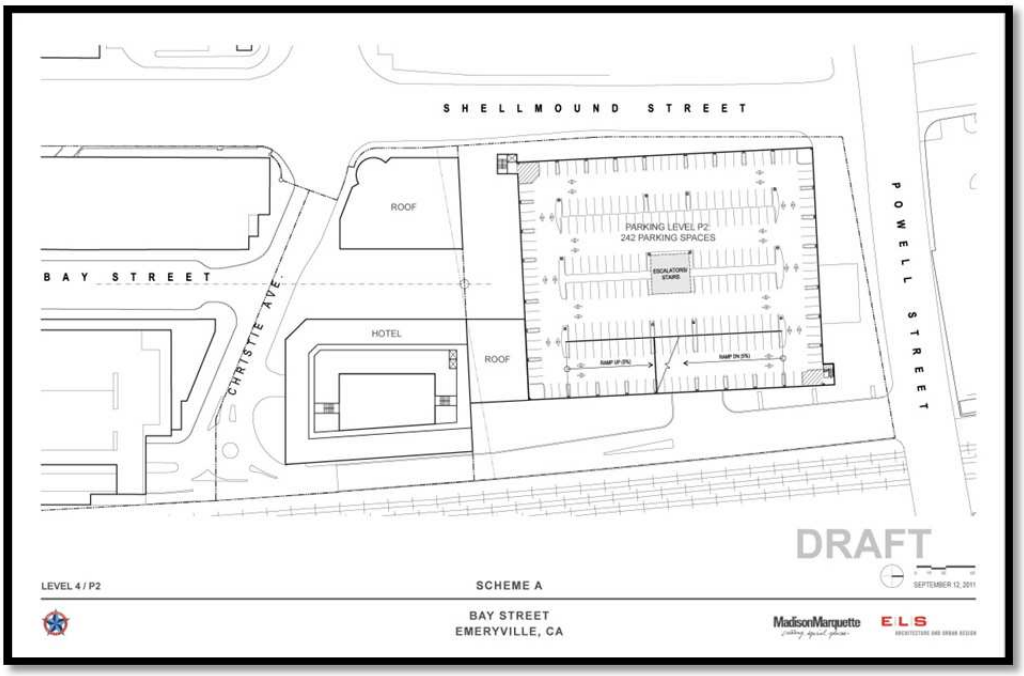


Figure 9 - Madison Bay Street - Macy's Plan 2nd floor parking podium

Subsequent to the dissolution of redevelopment, but prior to the expiration of the ERN, the developer submitted a revised site plan (dated July 3, 2012) that did not incorporate a department store. The site plans identify a junior anchor market, restaurant and retail space, and residential apartments. Additionally, there is a parking structure and ancillary uses such as a clubhouse and swimming pool. Note that the site plan includes redevelopment of Site B as well as the undeveloped portion of Site A abutting the south end of Site B.

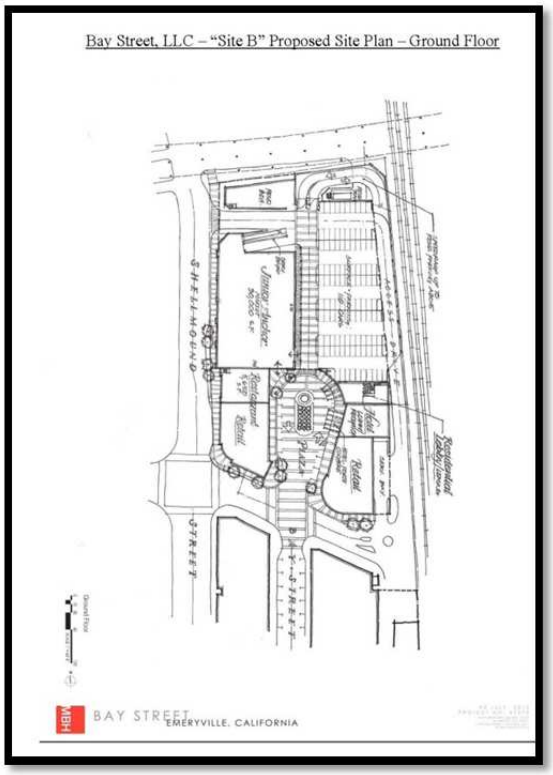


Figure 10 - Madison Marquette Site B Junior Anchor Plan- Ground Floor

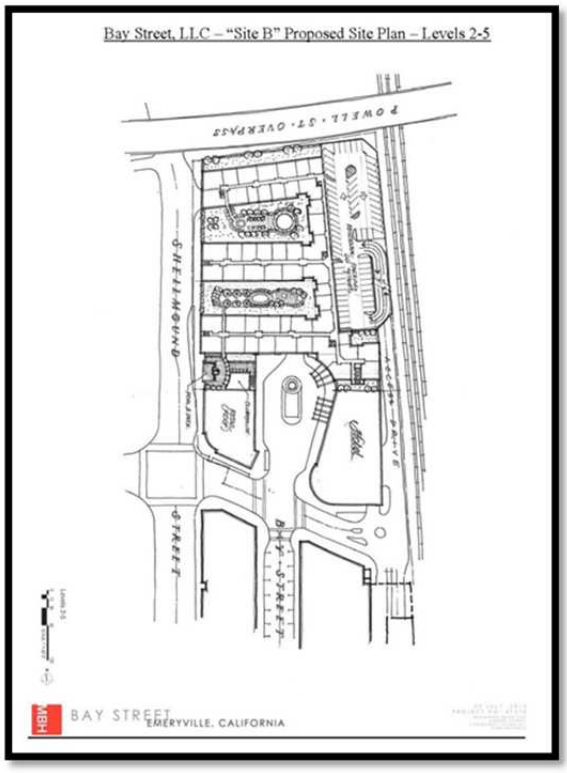


Figure 11 - Madison Marquette Site B Junior Anchor Plan Residential Above Ground Floor

The intent of the Successor Agency is to transfer the assemblage of parcels known as South Bayfront Site B to the City in order to be retained for future development of a project identified in, and in accordance with, the 1976 Redevelopment Plan (Attachment 4), the 2010-2014 Implementation Plan (Attachment 3), and the City's General Plan and any applicable specific plans. Future development of this site under the control of the City is essential in order to advance the planning objectives for which these properties were originally acquired and to realize community benefit objectives such as the development of affordable housing which has become much more difficult with the dissolution of redevelopment agencies and appellate court decisions restricting the application of inclusionary housing ordinances. Thus the fundamental purpose for acquiring and developing these properties is to achieve the objectives identified in the 1976 Redevelopment Plan and 2010-2014 Implementation Plan.

As noted, the 2010-2014 Implementation Plan indicates that the South Bayfront Site B project will further serve as an end-cap for the existing Bay Street Site A mixed use development. From a planning and coordinated development standpoint, the ability of the City to coordinate and integrate Site B with the undeveloped portion of Site A is critical. In the nearly 10 years since Bay Street Site A has been in existence, the northern end of that development has stagnated and not fulfilled its true promise because it spills out upon approximately 3 acres of vacant land, known as Site B, that has been undergoing demolition and remediation activities during that period. The South Bayfront Site B property is ready to be redeveloped and with it Site A will be able to finally fulfill its promise all to the benefit of the taxing entities.

Finally, it is worth noting that as required by Assembly Bill 470 (Government Code Section 52200 *et.seq.*)(Attachment 14), the City will be required to hold a public hearing and adopt findings that the sale or lease of South Bayfront Site B will assist in the creation of "economic opportunity" as defined. Section 52200.2 provides that "economic opportunity" includes projects that create affordable housing, are included in a sustainable communities strategy adopted in accordance with Senate Bill 375, or are a transit priority project as defined in Public Resources Code Section 21155. Essentially the entire City of Emeryville, including South Bayfront Site B, is in a Priority Development Area (PDA) and PDAs are serving as the foundation upon which the Bay Area's first sustainable communities strategy is structured (Attachment 15). Further, given the close proximity of South Bayfront Site B to the Emeryville Amtrak Station, which is a "major transit stop" as defined in Public Resources Code Section 21064.3, the South Bayfront Site B project is certain to qualify as a transit priority project depending upon the eventual mix and density of residential use. Thus the City's General Plan and Planning Regulations are entirely consistent with the objectives of Assembly Bill 470 and Senate Bill 375 as they relate to the development of South Bayfront Site B.

Since the Amended Plan directs that this property be transferred to the City and used for a project identified in an approved redevelopment plan pursuant to Section 34191.5 (c)(2)(a), the provisions of Section 34191.5(c)(2)(b) directing that the proceeds from the sale of property be distributed as property tax to the taxing entities does not apply. The Successor Agency interprets Section 34191.5 to mean that compensation agreements with affected taxing entities are not required in connection with the disposition of Emeryville Successor Agency property to the City for future development. Nevertheless, the Department has advised the Emeryville Successor Agency that Health and Safety Code Section 34180 (f) either requires a compensation agreement to be in place or that the City reach a compensation agreement with the affected taxing entities prior to disposition of the property. Further, SB 107 added subsection 34191.5(c)(2)(A)(iii) to the Dissolution Act, providing that the Department or the Oversight Board "may" require approval of a compensation agreement prior to transfer of property, provided, however, that the compensation agreement may be prepared subsequent to the process approving a long range property management plan.

Accordingly, pursuant to the Department's December 31, 2014 directive and in anticipation that the Department will require a compensation agreement pursuant to SB 107, this Amended Plan requires the City to enter into a compensation agreement with the affected taxing entities prior to disposition of the property. The compensation agreement will specify that any net unrestricted proceeds from the sale of the property will be distributed to all of the affected taxing entities on a pro rata basis in proportion to each entity's respective share of the property tax base. The calculation of net unrestricted proceeds shall take into account the transaction costs incurred by the City in marketing the property and processing the sale or lease, as well as the costs incurred by the City in carrying or maintaining the property and in preparing and improving the parcels for development. Notwithstanding the foregoing, this paragraph will not be operative if a court order or decision, legislation or a Department policy reverses the directive that a compensation agreement is required in connection with the transfer of South Bayfront Site B by the Successor Agency to the City for future development.

Furthermore, three (3) of the five (5) parcels that comprise South Bayfront Site B were acquired with tax-exempt bond proceeds and thus bond counsel has advised that in accordance with bond covenants and applicable law, any proceeds from the eventual disposition of this development parcel will continue to be restricted to uses consistent with federal tax law and with the bond covenants in the indenture, such as investing in other capital projects meeting a redevelopment purpose as identified in the 2010-2014 Implementation Plan (Attachment 3). Therefore, the City and Successor Agency will follow the advice of independent tax counsel regarding the distribution of sales proceeds from these parcels. If the opinion is consistent with the advice from bond counsel, proceeds from the sale of three (3) of the five (5) parcels comprising South

Bayfront Site B would not be available for distribution to taxing entities (Attachment 16). Accordingly, the aforementioned compensation agreement, if required, would address the distribution of proceeds from the sale of two (2) of the five (5) parcels comprising South Bayfront Site B and the City would utilize the proceeds from the sale of the three parcels acquired with bond proceeds to undertake projects identified in the 2010-2014 Implementation Plan (Attachment 3).

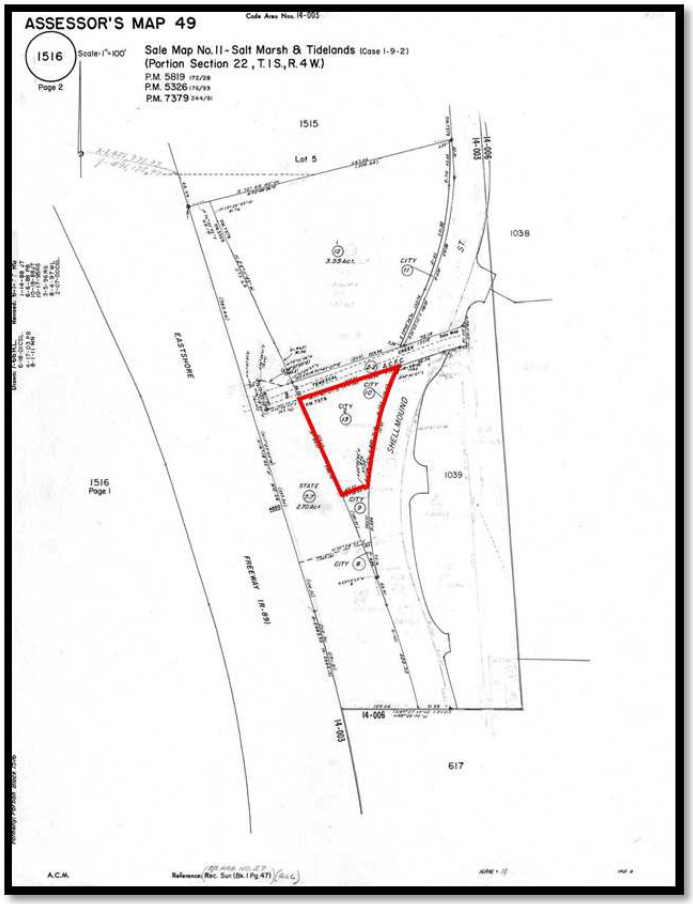
The City will be responsible for marketing the property to potential developers through either a competitive process such as a Request for Qualifications and Proposals or a negotiated purchase and sale transaction. The property will be sold at its fair market value or fair reuse value in its "as is" condition, based on the dictates of market conditions, the scope of development outlined by the City, and the development climate at the time of disposition. The determination of fair market value will consider the property's highest and best use. The determination of fair reuse value will consider the proposed use of the property and the value of the property with the conditions, covenants and development costs associated with the negotiated disposition. The City may also choose to dispose of the property by means other than a fee sale, such as a long-term ground lease.

Any disposition of the property shall be governed by a negotiated disposition and development agreement or lease disposition and development agreement that will govern the terms of the disposition, the development of the property, and the use of the property following development. The disposition agreement will obligate the developer to develop and use the property consistent with the 1976 Redevelopment Plan (Attachment 4), the 2010-2014 Implementation Plan (Attachment 3), the City's General Plan, and any applicable specific plans. The City is authorized to negotiate and enter into such agreements and dispose of property pursuant to such agreements in conformance with this Plan.

Further, as required by Assembly Bill 470 (Government Code Section 52200 *et.seq.*)(Attachment 23), the City will be required to hold a public hearing and adopt findings that the sale or lease of South Bayfront Site B will assist in the creation of "economic opportunity" as defined.

Property for Immediate Sale

8. Shellmound Street Lot



Date of Acquisition: 1994

Value of Property at Acquisition: $515,000 (Approximately)

Estimated Current Value: Approximately $1 million to $2.5 million ($40 to $100 per square foot, based on market conditions)

Purpose for Which Property was Acquired: Commercial development

Redevelopment Project Area: 1976 Emeryville Redevelopment Project Area

Parcel Description
Size: 25,756 square feet
APN: 049-1516-013

The property referred to as the Shellmound Street Lot is located at 5151 Shellmound Street just south of the Marriot Courtyard hotel and across Shellmound Street to the west of the Bay Street retail and residential complex in southwestern Emeryville. The parcel is triangular in configuration and bordered by Interstate 80 to the west and south, the Marriott Courtyard hotel to the north (Temescal Creek runs in an easement between the Courtyard and the subject property), and Shellmound Street to the east. The parcel is burdened by a 25 foot wide utility easement on its west edge and a 20 foot wide utility easement on its north edge and is presently vacant.

Current Zoning

General Plan Land Use Classifications:

- Mixed Use with Residential, defined as "One or more of a variety of residential and nonresidential uses, including but not limited to offices, retail and hotels. On larger sites, a mix of residential and non-residential uses is required; on smaller sites, a single use may be permitted;" and

- Regional Retail Overlay, which "is intended to reflect sites that are appropriate for retail uses that serve as a regional draw. Stores can be small in size (such as at Bay Street) or large (such as IKEA). For sites with this overlay, 100 percent of the building area can be retail, while the uses in the underlying classification are also permitted."

General Plan Parks, Open Space and Public Services Designation: Greenway and Other Park Opportunity (portion of site).

Zoning Base District: MUR Mixed Use with Residential. "The purpose of the MUR zone is to implement the provisions of the General Plan applicable to the Mixed Use with Residential land use classification."

Zoning Overlay District: RR Regional Retail Overlay. "The purpose of the RR overlay zone is to implement the provisions of the General Plan applicable to the Regional Retail Overlay land use classification."

Zoning Overlay District: PP Pedestrian Priority Overlay. "The purpose of the PP overlay zone is to implement the provisions of the General Plan applicable to Pedestrian Priority Zones."

History of Environmental Contamination

The Shellmound Street Lot is the last remaining undeveloped parcel of the former Judson Steel business, located on Shellmound Street just south of Temescal Creek and the Marriott Courtyard hotel. Environmental and

human/ecologic risk assessment of the property in 1997/8 found the presence of use-related contamination, but at levels that did not pose a threat to property reuse for commercial or industrial purposes.

According to file documents, the property was occupied since its earliest development in the late 1800s by Judson Manufacturing Company until its sale in 1986 to Peko-Wallsend. At the time of sale the Judson business was known as Judson Steel and consisted of 27 acres of land in the heavy industrial corridor between Interstate 80 and the Union Pacific railroad tracks to the east. After acquisition, Peko-Wallsend subdivided the parcel and sold 10.5 acres along its western boundary to Shellmound Partners. Shellmound Partners sold the subject site to the former Redevelopment Agency. The parcel has been vacant and unutilized since its acquisition, though it had been considered in the mid-2000s as a property suitable for redevelopment as an auto sales business.

The environmental condition of the subject property was initially physically evaluated in the late 1980s in association with its sale by Judson to successor entities. A second episode of testing was conducted prior to the acquisition of the site by the former Redevelopment Agency. Results of assessment showed the presence of historic use-related contaminants, primarily metals, in shallow site soil. Groundwater contamination was detected in places, though was deemed to have originated at off-site sources. Contamination migrating beneath the property was not identified as a hazard to site users or environmental health.

The Emeryville RDA retained SOMA Environmental Engineering Inc. in 1997 for the purposes of performing an evaluation of human health risk posed by contaminants and, based on this risk analysis, developing a plan for appropriate remedial action. The risk calculation was based on the utilization of the property for industrial or commercial purposes. Hazards were evaluated for several receptor scenarios, including exposure to a site worker (retail and/or industrial), a construction worker, and a child trespasser.

The evaluation by SOMA found that concentrations of use-related contaminants (PCBs, lead, chromium, arsenic and beryllium) posed a risk only under the construction worker exposure scenario. As such, SOMA evaluated mitigation options geared towards risk management, as opposed to actual contaminant removal. Based on the results of the evaluation of alternatives, SOMA recommended the administrative restriction of site uses by means of a deed restriction. The deed restriction was recorded in March 1998 and restricts development for future uses to only commercial, office, or industrial purposes.

Project documents are on file (hard and electronic copy) in City offices and archives. Reports and agency correspondence are accessible in the DTSC Envirostor internet-based information repository. A list of relevant project technical documents is presented below:

- SOMA, 1998. Removal Action Workplan, Shellmound Parcels I, II and III SOMA Environmental Engineering, Inc., February 2, 1998.

- DTSC, 1998. Deed Restriction, Department of Toxic Substances Control, March 1998

Potential for TOD and Other Planning Objectives

The site lies across the freeway from the mouth of Temescal Creek and within the Shellmound-40th Street regional retail shopping area, with good visibility from the freeway and access from Shellmound Street. Views of the Bay and San Francisco are visible from elevated positions on the site.

The South Bayfront Design Guidelines, adopted by the Redevelopment Agency in April 1997, call for the site to be developed with a one-story 8,000 square foot commercial building, with building frontage defining the street edge, a landscape buffer along the street and along Temescal Creek, and Bay views.

The General Plan Land Use Diagram designates the site as Mixed Use with Residential with a Regional Retail overlay, and also identifies it as a park opportunity site. Given the small size of the site, the General Plan would allow it to be developed with a single region-serving commercial use. The General Plan Parks, Open Space and Public Services map designates the site as the western terminus of the Temescal Creek Greenway, as well as a park opportunity site. Ideally, the western terminus of the east-west Greenway would be at the edge of the Bay, where Temescal Creek empties into the Emeryville Crescent, connecting to a pedestrian and bicycle path along the Bay shore via a bridge over the freeway. However, because the Emeryville Crescent is a wildlife refuge and part of the East Shore State Park, pedestrian and bicycle access to the shoreline is prohibited. Thus, the logical place to celebrate the western terminus of Temescal Creek and the east-west Greenway is on this site.

The Parks and Recreation Strategic Plan, adopted by the City Council on January 18, 2011, designates this park opportunity site as “Site H”, and discusses it in the section on the Temescal Creek Greenway. This discussion includes: “Site H forms the western end of the Temescal Creek Greenway and is only the second time the creek is actually visible. This site should focus on Education/Learning in the form of interpretive signage and art continuing all along the greenway. This small linear site could also include seating and possibly a small climbing feature such as a boulder for Play for Children/ Challenge Activities.”

The site is encumbered by an East Bay Municipal Utility District (EBMUD) pumping station in the northwest corner, a 25-foot EBMUD easement along the western edge (by the freeway), and a 10-foot EBMUD easement along the

northern edge (by the creek). Previous development proposals for the site have included a 20-foot wide publicly accessible open space area adjacent to the creek.

Development of the site with a small region-serving retail store and a linear park along the creek edge with interpretive signage, public art, seating, and a climbing feature for children, as well as an elevated platform for views of the Bay, would achieve the planning objectives articulated in the General Plan, South Bayfront Design Guidelines, and Parks and Recreation Strategic Plan.

History of Previous Development Proposals And Purpose For Which Property Was Acquired

The Shellmound Street Lot is a remnant piece from an acquisition of three (3) contiguous parcels known as Shellmound Ventures Lot I, II and III, acquired by the former Redevelopment Agency in 1994. A portion of the overall assemblage was sold to Caltrans for the widening of Interstate 80 in the aftermath of the Loma Prieta Earthquake and collapse of the adjacent Cypress Freeway; another portion was dedicated to the City for the construction of a new arterial roadway known as the Bay-Shellmound-40th Street Project; another portion was sold to Marriott for development of the Marriott Courtyard hotel; and another portion was sold to the Emeryville Redevelopment Project Partnership for the development of the Bay Street shopping mall. The acquisition of Shellmound Ventures I, II and III pre-dates the effectiveness of AB 1290, nevertheless the first Five Year Implementation Plan adopted in November 1994 identified the development of a Regional Retail Mall in the South Bayfront area of the City and this acquisition helped facilitate the transformation of the area from heavy industry to the mix of commercial/retail and residential uses in the area today.

In July 1997, the Planning Commission approved a conditional use permit and design review for development of a hotel (i.e. Marriott Courtyard Hotel) on the west side of Shellmound Street north of Temescal Creek, and, in addition to the hotel, the approvals allowed several retail buildings fronting on Shellmound Street, including one on this parcel. Subsequently, Marriott Corporation acquired the site north of the creek and constructed the hotel, but declined to pursue the retail buildings. This parcel, south of the creek, remained vacant and under the ownership of the Redevelopment Agency.

In January 2001, the Planning Commission approved a conditional use permit and design review for a three-story, 18,300 square foot office building on the site by Orient and Western, and a Disposition and Development Agreement (DDA) for the project was executed with the Redevelopment Agency in February 2001. A building permit application was submitted in March 2001. However, Orient and Western was subsequently found to be in default, the DDA was terminated, and a building permit was never issued.

At a City Council retreat in 2001, staff was given direction to pursue a new auto dealership to replace revenues lost with the departure of Weatherford BMW, and to increase sales tax revenues and general fund revenues for City services. Staff had discussions with several auto manufacturers about freeway-oriented sites for new car dealerships; the most promising was with McKevitt Volvo, which proposed to relocate their new car showroom from downtown Berkeley to the Shellmound Street site.

Conceptual plans for the Volvo dealership were developed over the next two years, and, in May 2003, the Planning Commission approved a conditional use permit and design review for a triangular-shaped three-story building of about 12,000 square feet up to 88 feet in height. The Commission's approval was contingent upon City Council approval of a change to the Building Height Map from the 40-foot height district to the 95-foot height district; the Council passed an Ordinance amending the height map in June 2003. Subsequently, in January 2004, the Redevelopment Agency approved a Disposition and Development Agreement for the project with representatives of McKevitt Volvo. Construction drawings were submitted to the City for "informal review" and comments were provided to the applicant in April 2004. Due to various delays experienced by the applicant, the Planning Commission approved a one-year extension of the conditional use permit and design review approvals in August 2004, and the Redevelopment Agency subsequently approved several amendments to the DDA performance schedule. A building permit application was eventually submitted in December 2004, and the permit was issued in December 2005. However, no construction ever ensued, the building permit expired, the DDA was eventually terminated, and the applicant received a refund of building permit fees.

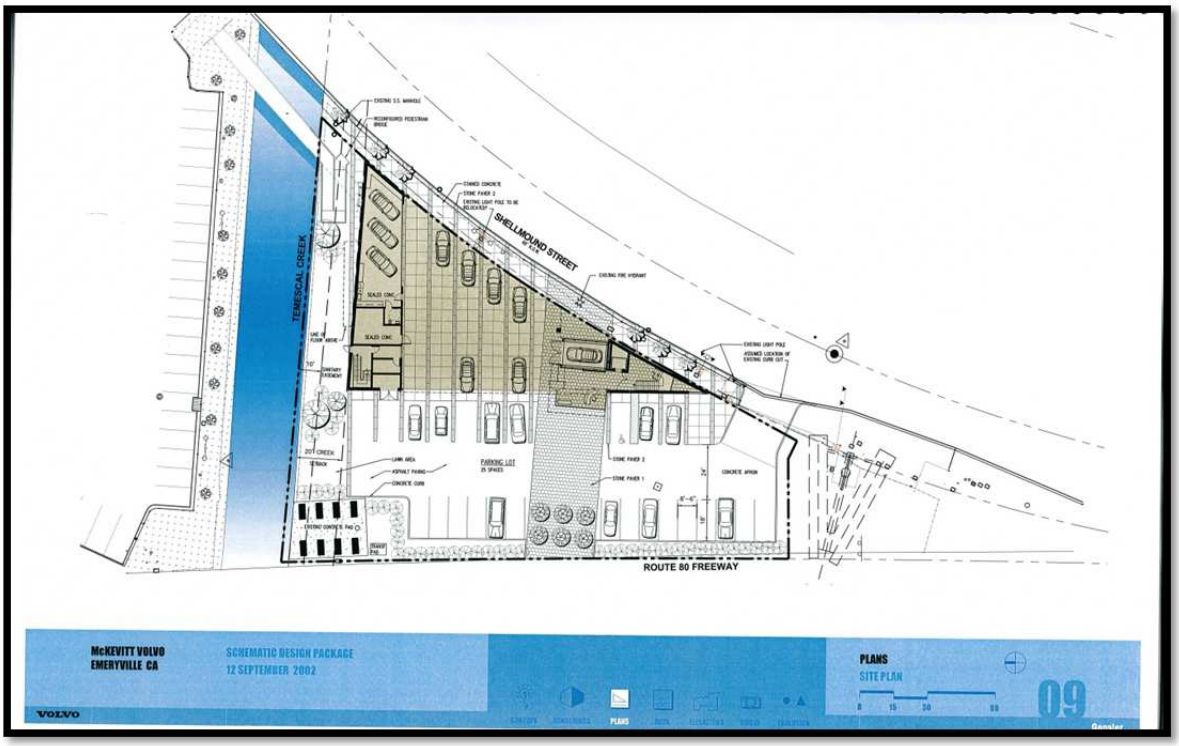


Figure 12 - Shellmound Lot Development Proposal

The intent of the Successor Agency is to sell the Shellmound Street Lot in its "as is " condition to the highest bidder, factoring in the terms of the offer received, including conditions of sale, closing and financing contingencies, and the ability of the prospective purchaser to perform. The Successor Agency will engage the services of a broker to market the property. The sale will be all cash as the Successor Agency will not carry back any financing. In addition, the Emeryville Successor Agency intends to sell an easement interest in the Shellmound Street Lot to the East Bay Municipal Utility District (EBMUD) pursuant to the terms of that certain Easement Purchase Agreement, as approved by the Emeryville Successor Agency on June 16, 2015 pursuant to Resolution No. SA10-15, and the Emeryville Oversight Board on June 23, 2015 pursuant to Resolution No. OB06-15 (Attachment 17).

In accordance with Section 34191.5 (c)(2)(b), the proceeds from the sale of this parcel will be distributed as property tax to the taxing entities, unless otherwise provided by law. If the Shellmound Street Lot was acquired with bond proceeds, the City and Successor Agency will be required to follow the advice of independent tax counsel regarding the distribution of sales proceeds from these parcels. Accordingly, it is possible that sales proceeds would not be distributed to taxing entities and instead would continue to be restricted to uses consistent with the bond covenants in the indenture, such as investing in other capital projects meeting a redevelopment purpose as identified in the 2010-2014 Implementation Plan (Attachment 3).

DEPARTMENT OF FINANCE

EDMUND G. BROWN JR. • GOVERNOR
915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

December 31, 2014

Mr. Michael Biddle, City Attorney
City of Emeryville
1333 Park Avenue
Emeryville, CA 94608

Dear Mr. Biddle:

Subject: Long-Range Property Management Plan

Pursuant to Health and Safety Code (HSC) section 34191.5 (b), the City of Emeryville Successor Agency (Agency) submitted a Long-Range Property Management Plan (LRPMP) to the California Department of Finance (Finance) on February 18, 2014. Finance has completed its review of the LRPMP, which may have included obtaining clarification for various items.

HSC section 34191.5 defines the requirements of the LRPMP. Based on our review and application of the law, the Agency's LRPMP is not approved as follows:

- Property No. 7 – Glashaus Public Parking. The Agency intends to transfer the property to the City of Emeryville (City) for governmental use. HSC section 34181 (a) authorizes an Oversight Board to direct the Agency to transfer ownership of those assets that were constructed and used for governmental purpose, such as roads, school buildings, parks, police and fire stations, libraries, and local agency administrative buildings to the appropriate public jurisdiction. The Glashaus Public Parking is a parking structure beneath residential condominiums and is not considered a governmental use property.

  In addition, HSC 34191.5 (c) (1) (C) requires the LRPMP to include an inventory of all the former redevelopment agency properties including the lot size. The LRPMP should be revised to include the lot size.

- Property No. 8 – Amtrak and Public Parking. Based on the additional information provided by the Agency, the Agency is subleasing the surface parking lots and is not the owner of the property. Therefore, this property does not need to be included in the LRPMP.

- Property No. 9 – South Bayfront Site B. The Agency intends to transfer the property to the City for future development. However, the LRPMP does not reference a compensation agreement in place with the affecting taxing entities (ATE) nor include intent to enter into one prior to the disposition of these properties. Pursuant to HSC section 34180 (f), the City must reach a compensation agreement with the other taxing entities to provide payments to them in proportion to their shares of the base property tax for the value of the property retained.

Additionally, the Agency contends that the property was partially purchased with taxable or tax exempt bonds and that the sales proceeds derived from disposition of these properties are restricted. The Agency should follow an independent tax counsel opinion as to what amounts of sales proceeds are restricted and how this would impact the compensation of the ATEs.

As authorized by HSC section 34191.5 (b), Finance is not approving the LRPMP. The Dissolution Act does not allow a meet and confer for Finance's review of the LRPMP. Therefore, the Agency should revise the LRPMP to address the issues noted above and resubmit an OB approved revised LRPMP to Finance for approval.

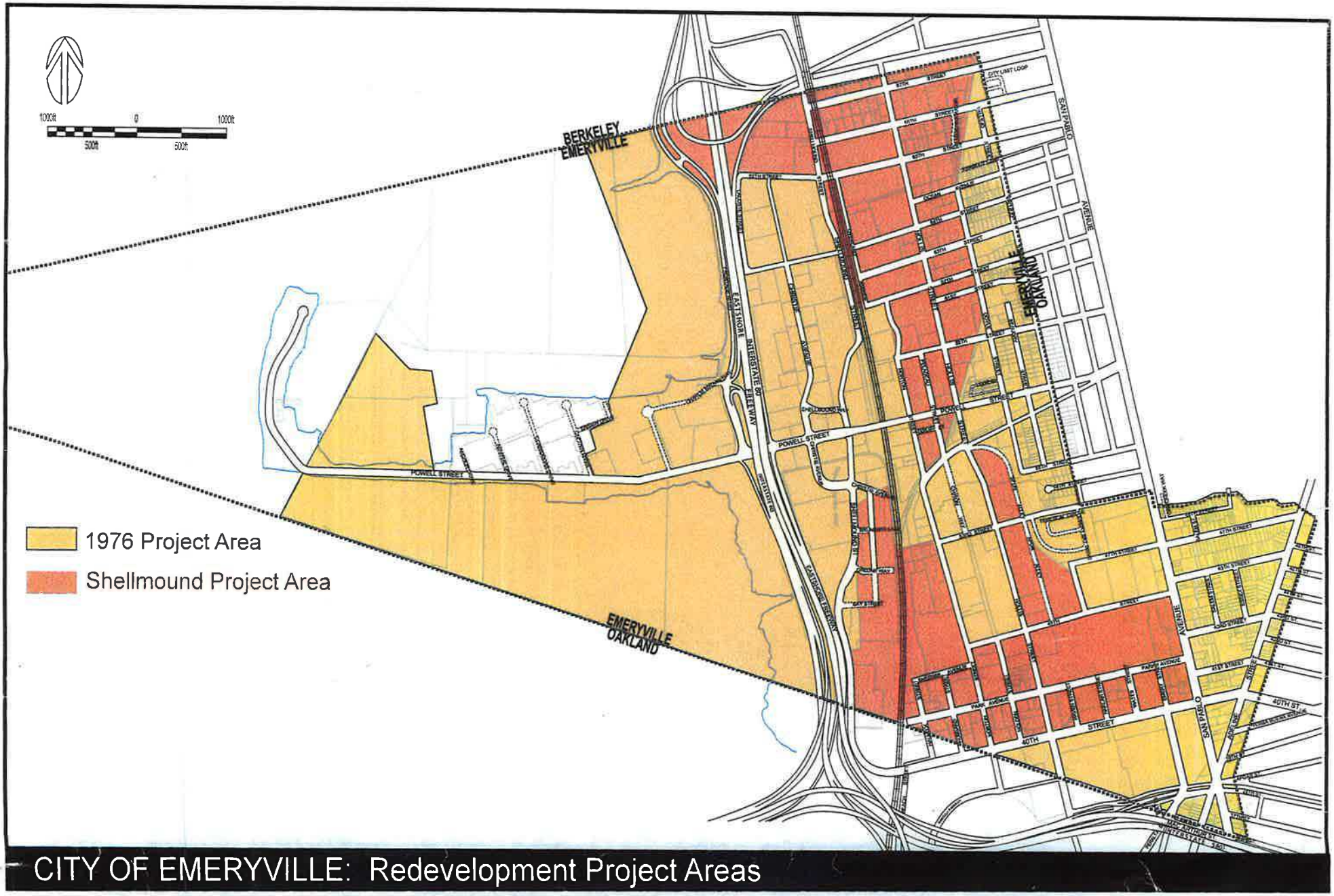
Please direct inquiries to Beliz Chappuie, Supervisor, or Todd Vermillion, Lead Analyst at (916) 445-1546.

Sincerely,

for

JUSTYN HOWARD
Acting Program Budget Manager

cc: Ms. Maria Oberg, Finance Director, City of Emeryville
Ms. Carol S Orth, Tax Analysis, Division Chief, Alameda County
Ms. Elizabeth Gonzalez, Bureau Chief, Local Government Audit Bureau, California State Controller's Office
California State Controller's Office



CITY OF EMERYVILLE: Redevelopment Project Areas

EMERYVILLE REDEVELOPMENT AGENCY

FIVE-YEAR IMPLEMENTATION PLAN

Covering Period

January 2010 through December 2014

AND

TEN YEAR
AFFORDABLE HOUSING COMPLIANCE PLAN

Covering Period

January 2005 through December 2014

Adopted by the Emeryville Redevelopment Agency on December 1, 2009
Pursuant to Resolution RD74-09

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INTRODUCTION

The Emeryville Redevelopment Agency undertakes a variety of projects and programs for the purpose of revitalizing the community and building its economic base. The Agency focuses its redevelopment activities in two project areas: the 1976 Project Area ("1976 Area") and the Shellmound Park Project Area ("Shellmound Area"). These specific areas are targeted for revitalization because they are affected by a variety of blighting conditions. The activities of each project area are regulated by an adopted Redevelopment Plan and California Community Redevelopment Law (CRL). However, these plans do not stipulate specific activities for each property within the project areas. The plans instead authorize various tools that the Agency may utilize to implement projects and programs for the redevelopment of the project areas.

Redevelopment tools include activities such as acquiring land for resale to a developer, entering into contractual agreements with existing owners or tenants where the Agency provides financial or other assistance for building repairs or replacement on privately-owned land, developing comprehensive strategies or preparing studies to assist private developers to respond to local economic opportunities that result in local investment and job creation, and financing and constructing needed public facilities and improvements.

In addition, the Agency is also responsible for increasing, preserving, and improving the number of housing units for very low-, low- and moderate- income individuals and households. In the implementation of its housing programs, the Agency must comply with the following requirements for housing developed in a redevelopment project area.

A. Set-Aside Rule - 20% of tax increment revenue must be expended to increase, improve, and preserve the supply of low and moderate income housing in the community.

B. Replacement Rule - The Agency must replace low and moderate income housing which is removed as a result of a redevelopment project, in the same proportions at which it is removed.

C. Inclusionary Rule - A fixed percentage of all housing constructed in a redevelopment project area must be affordable to low and moderate income persons and families.

D. 30% of all *Agency* built housing must be for low or moderate income households. Half (50%) of these units must be for very low income households.

E. 15% of all *Non-Agency* built housing must be for low or moderate income households. 40% of these units must be for very low income households

F. These proportions are required on an aggregate basis for the project area(s), not project-by-project. The Agency is required to set aside a portion of tax increment revenues for this purpose, and to provide an adequate number of decent, safe, and sanitary dwelling units in the community available to these income groups in the proportions required by the CRL. These specific requirements are covered in the Housing Compliance Plan Requirements section.

In addition, through its Affordable Housing Set Aside Ordinance, the City of Emeryville requires that 20% of units within development projects of 30 or more units be affordable to moderate income households. In 2007, the Emeryville City Council approved a revision to the Ordinance whereby rental projects of 30

or more units will be required to set aside 9% of units within the project as affordable to moderate income households and 6% of units within the project as affordable to very low income households.

FIVE YEAR IMPLEMENTATION PLAN REQUIREMENTS

Implementation Plan Requirements

The Agency is required to prepare an implementation plan every five years to comply with State Assembly Bill 1290. In October 1993, then Governor Pete Wilson signed AB1290 into law. AB1290 provides that an agency implement adopted redevelopment plans in a manner that will eliminate blighting conditions. The implementation plan must include the following information:

- Blighting conditions targeted for mitigation.
- Specific goals and objectives of the Agency for the project areas.
- Specific redevelopment activities and programs and the corresponding blight to be eliminated by these activities and programs.
- Estimated expenditures proposed during the plan's five-year period.
- An explanation of how the goals and objectives, programs, and expenditures will eliminate blight within the project area and meet the requirements of the Housing Compliance Plan (project descriptions).

The first section of the plan provides a list of the conditions of blight set forth in the 1976 and Shellmound Redevelopment Plans; a statement of each goal/objective that is intended to eliminate the blighting condition; and a list of programs/projects/activities designed to implement the goals and objectives, including an estimate of their costs and status of implementation. Table 3 summarizes the projects/programs, the estimated cost and status.

In addition to describing specific redevelopment activities planned for the next five years, the Implementation Plan also lists projects that have been completed since the Agency's inception with their corresponding cost and completion years. Table 4 summarizes planned and completed projects, demonstrates which objectives of blight elimination have been, or will be, addressed.

In 1995, 2000, and 2005, the Agency adopted five year implementation plans, the latter for the period 2005 through 2009. Redevelopment law allows the adoption of a single implementation plan for both project areas. The implementation plans are required, per redevelopment law, to be updated sometime between the second and third year of each implementation plan cycle. The agency adopted a mid-cycle amendment to the 2005-2009 implementation plan in October 2007. This Plan covers a new five-year period of 2010-2014.

Housing Compliance Plan Requirements

The California Community Redevelopment Law (CRL) requires that an agency adopt a Housing Compliance Plan in conjunction with their Implementation Plan. This Plan must include the following information:

A section addressing agency-developed and project area housing with the following information:

- Estimates of the number of new, substantially rehabilitated or price-restricted residential units to be developed or purchased both over the life of the plan and during the next 10 years.
- Estimates of the number of very low, low, and moderate income households required to be developed both over the life of the plan and during the next 10 years.
- The number of units of very low, low, and moderate income households which have been developed.
- Estimates of the number of agency-developed residential units which will be developed over the next five years.
- Estimates of the number of very low, low, and moderate income households which will be developed by the agency during the next five years.

A section addressing the Low and Moderate Income Housing Fund (LMIHF) including:

- Amount available in the LMIHF, and estimated deposit amounts through 2014.
- Housing program with estimates of the number of new, rehabilitated, and price-restricted units to be assisted during each of the five years and estimates of the expenditures of monies from the LMIHF.

In 1995, the Emeryville Redevelopment Agency adopted a ten-year Housing Compliance Plan covering the period January 1995 through December 2004. In December 2004, the Agency adopted a ten-year Housing Compliance Plan covering the period January 2005 through December 2014. The 2005-2014 Housing Compliance Plan was updated as part of the October 2007 mid-cycle amendment.

The Implementation Plan contained herein includes a Housing Compliance Plan, covering the second half of the ten-year Housing Compliance Plan period of January 2010 through December 2014, in conjunction with the Implementation Plan.

EMERYVILLE REDEVELOPMENT AGENCY

FIVE-YEAR IMPLEMENTATION PLAN

Covering Period

January 2010 through December 2014

IDENTIFIED BLIGHTING CONDITIONS

The following outlines the Blight Conditions from the 1976 and Shellmound Project Areas that have been targeted for mitigation during the 2010-2014 Implementation Plan period.

1. Residential structures, in the older areas of the City such as the Triangle neighborhood (bounded by San Pablo Avenue to west, Adeline Street to the east and 52nd Street to north) and North Hollis (between Hollis and Vallejo, and 67th and 55th Streets), exhibit advanced stages of deterioration. Public street improvements such as modifications to parking, resurfacing, accessibility and street beautification may be needed. Uses are sometimes incompatible, i.e., industrial uses interspersed among residential and commercial uses.

2. Some street systems are inadequate to serve potential parking, circulation, and loading demands of the commercial and industrial sections of the City.

3. There is still land with contamination that requires regulatory oversight prior to clean-up as well as the clean-up itself.

4. Many of the old manufacturing activities have provided the City with substantial tax income as well as jobs, but as some of these activities either relocate out of Emeryville or downsize, there is a need to replace both the tax base and the lost jobs.

5. A number of significant older industrial sites continue to remain vacant, underutilized, or improved with dilapidated or obsolete buildings.

6. As new development occurs, there is a potential for loss of small-scale manufacturing and other small businesses requiring programs to retain and assist them in continuing to successfully operate in Emeryville.

7. Structurally unsound and unreinforced masonry buildings remain in evidence creating potential seismic hazards.

8. Older commercial corridors contain buildings that are in a state of physical deterioration and are physically and economically obsolete. There is also a higher incidence of crime and other social problems in these areas.

9. As the City transitions from the older industrial base into new activities, there is increased strain placed on the aging infrastructure, particularly the streets and sewer systems.

10. Inadequate public facilities and services to accommodate the needs of residents and the private sector also limit development or redevelopment within the Project Area.

11. There is an uncoordinated development pattern of certain properties within the Project Area due to the unimproved, defective, and/or inadequate construction of some street improvements and public/private utilities within the Project Area.

GOALS AND OBJECTIVES

The Agency has identified several objectives in order to mitigate the targeted blighting conditions in the previous section. These objectives are as follows:

A. To upgrade the residential environment through development of more neighborhood-serving commercial uses and services, open space, transportation and other public services.

B. To improve transportation and circulation within Emeryville through street construction and upgrading programs, continue and expand implementation of a transit shuttle, and measures to improve pedestrian movements and the pedestrian environment. Included within this objective is development of more transit- and pedestrian-oriented development near transportation hubs such as the Amtrak Station, and the construction of pedestrian and bicycle infrastructure.

C. To continue the Brownfields program of remediation of toxic contamination through the project area on both publicly owned properties and through assistance to private property owners.

D. To continue to diversify the City's economic base through redevelopment of older industrial properties to new uses which generate both jobs for the future and tax revenues to the City.

E. To redevelop the vacant and underutilized properties within the City into productive new uses which implement other goals. Large properties are a particular priority.

F. To assist existing Emeryville businesses in meeting their needs to remain in Emeryville. Included within this goal is retention of small manufacturers, new businesses and other businesses that have expansion needs.

G. To assist in the rehabilitation, seismic upgrading, and other improvements to existing dilapidated, obsolete, or structurally unsound buildings.

H. To revitalize the older commercial areas. Revitalization efforts should be comprehensive including: redevelopment of vacant or underutilized parcels, rehabilitation of existing structures, public improvements (such as sidewalks, benches, etc.) and services to existing businesses.

I. To continue to replace and upgrade the aging infrastructure such as storm drains.

J. To improve inadequate public facilities which cannot be remedied by private or government action without redevelopment.

K. The achievement of a physical environment reflecting a high level of concern for architectural and urban design principles deemed important by the community and property owners, and which contribute to the alleviation of blight.

SPECIFIC REDEVELOPMENT PROGRAMS AND ACTIVITIES

In addition to identifying Redevelopment funds allocated to specific projects, this Implementation Plan includes a description of available funding from the City and other sources. This demonstrates how the Emeryville Redevelopment Agency leverages redevelopment funds to alleviate blighting conditions.

This section explains how specific proposed projects achieve stated objectives to eliminate the corresponding identified targeted blighting condition. The expenditures for each project are also included; however, funding sources have not yet been identified for some projects. Allocations for each project appear as follows:

Total Budget

R: Redevelopment

C: City

O: Other- Includes State and Federal Funding, Developer Fees, and Other Non-City or Agency Funding

Italics: *Funding sources not identified*

* Following each list of proposed projects is a list of completed projects for each blight condition and redevelopment objective, which were completed during the prior two Implementation Plan periods of 2000-2004 and 2005-2009.

BLIGHT CONDITION 1: DETERIORATED STRUCTURES

Residential structures, in the older areas of the City such as the Triangle neighborhood (bounded by San Pablo Avenue to west, Adeline Street to the east and 52nd Street to north) and North Hollis (between Hollis and Vallejo, and 67th and 55th Streets), exhibit advanced stages of deterioration. Public street improvements such as modifications to parking, resurfacing, accessibility and street beautification may be needed. Uses are sometimes incompatible, i.e., with industrial uses interspersed among residential and commercial uses.

Redevelopment Objective: To upgrade the residential environment through development of more neighborhood-serving commercial uses and services, open space, transportation and other public services.

$126,000 **Concrete Buyback Grant**
R: $126,000 (Annual) This program is open to all property owners regardless of income levels. The program provides for an instant "face-lift" of properties by improving the front yard setback area. Grants are given to properties whose front yard setback has been concreted over or yard area is barren. *Ongoing program.*

$132,000 **Wrought Iron Fence Grant**
R: $132,000 (Annual) This program is open to all property owners regardless of income levels. The program provides funding for the removal of chain-link, as well as non-conforming fencing that is in the front yard setback area. The fence is then replaced with wrought iron, wood, or other fencing that conforms to zoning regulations. *Ongoing program.*

$290,000 **Housing Rehabilitation Program**
R: $290,000 This program provides funding from the Redevelopment Agency and Development Block Grants to assist moderate and low-income households with loans and grants for property improvements. The program provides low-interest or deferred loans for major rehabilitation and seismic retrofitting. The grants consist of exterior clean-up/paint, accessibility assistance, security bar retrofit, and minor home repair. Loans are also made available to rental property owners through a Rental Limitation Agreement assuring that the property remains affordable. The program also receives program income from repaid rehabilitation loans. *Ongoing program.*

Pending Concrete Buyback & Wrought Iron Fence Grants:

$13,400 **1054 45th St. – Concrete Buyback/Fence Grant**
R: $13,400

Pending Housing Rehabilitation Projects:

TBD **4230 Adeline St.**
R: unfunded Owner-occupied single-family dwelling. Requesting garage conversion to alleviate over-crowding.

Completed Concrete Buyback/Wrought Iron Fence Grants (All funded with Agency funds)

- 4309 Essex St. - Concrete Buyback/Fence Grants (completed 2003) $10,237
- 4311 Essex St. - Concrete Buyback Grant (completed 2003) $6,200
- 4312 Essex St. - Concrete Buyback (completed 2003) $4,775
- 4313 Essex Street - Concrete Buyback Grant (completed 2003) $6,750
- 4315 Essex St. - Concrete Buyback Grant (completed 2003) $7,500
- 4316 Essex St. - Concrete Buyback Grant (completed 2003) $5,340
- 4321 Essex St. - Concrete Buyback Grant (completed 2003) $6,550
- 4323 Essex St. - Concrete Buyback Grant (completed 2003) $7,500
- 4326/4332 Essex St. - Concrete Buyback/Fence Grants (completed 2003) $15,950
- 4327 Essex St. - Concrete Buyback Grant (completed 2003) $6,975
- 4336 Essex St. - Concrete Buyback Grant (completed 2003) $6,575
- 1052 ~ 43rd St. - Concrete Buyback/Fence Grant (completed 2003) $10,050
- 1060 ~ 48th St. - Concrete Buyback/Fence Grants (completed 2003) $11,710
- 5541 Vallejo St. - Wrought Iron Fence Grant (completed 2003) $4,880
- 1025 ~ 47th St. - Concrete Buyback/Fence Grant (completed 2003) $12,500
- 1016 ~ 47th St. - Wrought Iron Fence Grant (completed 2004) $5,750
- 1266 ~ 61st St. - Concrete Buyback Grant (completed 2004) $7,500
- 1026 ~ 47th St. - Concrete Buyback Grant (completed 2004) $6,823
- 4200 Block Adeline St - Concrete Buyback Program (completed 2004) $5,397
- 4200 Adeline St. - Wrought Iron Fence Grant (completed 2004) $4,650
- 4220 Adeline St. – Concrete Buyback Grant (completed 2004) $4,439

- 4230 Adeline St. – Concrete Buyback Grant (completed 2004) $3,876
- 4240 Adeline St. – Concrete Buyback Grant (completed 2004) $3,169
- 4260 Adeline St. – Concrete Buyback Grant (completed 2004) $6,255
- 4270 Adeline St. – Concrete Buyback Grant (completed 2004) $4,897
- 4280 Adeline St. – Concrete Buyback Grant (completed 2004) $3,169
- 4210 Adeline St. – Concrete Buyback Grant (completed 2004) $3,976
- 1250 Ocean Ave. – Concrete Buyback/Fence Grant (completed 2004) $17,088
- 4511 Adeline St. – Wrought Iron Fence Grant (completed 2004) $4,880
- 4517 Adeline St. – Wrought Iron Fence Grant (completed 2004) $4,900
- 1012 47th St. – Wrought Iron Fence Grant (completed 2004) $5,000
- 1044 45th St. – Concrete Buyback Grant (completed 2005) $7,500
- 1228 53rd St. – Concrete Buyback Grant (completed 2005) $7,500
- 3607 Peralta St. – Concrete Buyback Grant (completed 2005) $2,120
- 1055 45th St. – Concrete Buyback/Fence Grant (completed 2005) $12,660
- 1055 48th St. – Concrete Buyback/Fence Grant (completed 2005) $12,420
- 1075 45th St. – Concrete Buyback/Fence Grant (completed 2005) $15,500
- 3604 Adeline St. – Concrete Buyback/Fence Grant (completed 2005) $12,750
- 1054 48th St. – Wrought Iron Fence Grant (completed 2005) $4,640
- 1251 64th St. – Wrought Iron Fence Grant (completed 2005) $4,900
- 1275 Ocean Ave. – Wrought Iron Fence Grant (completed 2005) $4,696
- 5894 Beaudry St. – Wrought Iron Fence Grant (completed 2005) $5,000
- 5896 Beaudry St. – Wrought Iron Fence Grant (completed 2005) $4,690
- 5998 Beaudry St. – Wrought Iron Fence Grant (completed 2005) $9,888

- 1059 48th St. – Concrete Buyback/Fence Grant (completed 2006) $12,500
- 1250 63rd St. –Wrought Iron Fence Grant (completed 2006) $5,000
- 1078 48th St. – Wrought Iron Fence Grants (completed 2007) $4,295
- 6470 Vallejo St. – Concrete Buyback/Fence Grants (completed 2007) $12,495
- 1058 48th St. – Concrete Buyback/Fence Grants (completed 2007) $12,500
- 119 Temescal Circle – Wrought Iron Fence Grant (completed 2007) $20,000
- 5873 Vallejo St. – Wrought Iron Fence Grant (completed 2007) $4,920
- 1236 45th St. – Concrete Buyback Grant (completed 2007) $7,000
- 1268 Ocean Ave. – Concrete Buyback/Fence Grants (completed 2007) $12,475
- 1233-37 54th St. – Concrete Buyback/Fence Grants (completed 2007) $14,500
- 1067 48th St. – Concrete Buyback/Fence Grants (completed 2007) $7,090
- 1053 48th St. – Concrete Buyback/Fence Grants (completed 2007) $12,500
- 1232 53rd St. – Concrete Buyback Grant (completed 2007) $7,485
- 6409 Vallejo St. – Wrought Iron Fence Grant (completed 2008) $14,800
- 5506 Beaudry St. – Concrete Buyback Grant (completed 2008) $8,480
- 1075 41st St. – Concrete Buyback/Fence Grants (completed 2008) $15,000
- 5894 Beaudry St. – Wrought Iron Fence Grant (completed 2008) $3,500
- 4385 Adeline St. – Concrete Buyback/Fence Grant (completed 2008) $20,576
- 5998 Beaudry St. – Wrought Iron Fence Grant (completed 2008) $10,500
- 5921 Vallejo St. – Concrete Buyback/Fence Grants (completed 2009) $15,000
- 1285 55th St. – Concrete Buyback/Fence Grants (completed 2009) $18,000
- 5505 Vallejo St. – Wrought Iron Fence Grant (completed 2009) $20,000

- 4718 Salem St. – Concrete Buyback/Fence Grants (completed 2009) $21,850
- 4115 Adeline St. – Concrete Buyback/Fence Grants (completed 2009) $14,400
- 4119 Adeline St. – Concrete Buyback/Fence Grants (completed 2009) $14,875
- 1048 47th St. – Concrete Buyback/Fence Grant (completed 2009) $19,397
- 1049 45th St. – Wrought Iron Fence Grant (completed 2009) $14,600
- 5866 Beaudry St. – Concrete Buyback/Fence Grant (completed 2009) $14,990
- 5890 Beaudry St. – Concrete Buyback/Fence Grant (completed 2009) $15,000
- 5877 Beaudry St. – Wrought Iron Fence Grant (completed 2009) $14,300
- 1094 48th St. – Concrete Buyback/Fence Grants (completed 2009) $15,000

Total: **$722,553**

Completed Housing Rehabilitation Projects (funded with Agency funds unless otherwise noted; CDBG – federal Community Development Block Grant)

- 5541 Vallejo St. – Exterior Paint Grant (completed 2003 - CDBG) $13,623
- 106 Temescal Circle – Accessibility Grant (completed 2003 - CDBG) $2,155
- 1263 62nd St. – Exterior Pain Grant (completed 2003 - CDBG) $14,404
- 5921 Vallejo St. – Exterior Pain Grant; Rehabilitation Loan (completed 2003 - CDBG) $28,219
- 1216 ~ 54th St. - Major Rehabilitation of Rental Unit (completed 2003) $75,000
- 5517B Vallejo St. - Security Bar Retrofit (completed 2003 - CDBG) $440
- 6401 Shellmound St. - Accessibility grant (completed 2003 -CDBG) $1,171
- 4311 Essex St. - Exterior Paint Grant (completed 2004) $14,500
- 4310 Adeline St. - Minor Home Repair (completed 2004 - CDBG) $782
- 6470 Vallejo St. - Exterior Paint Grant (completed 2004 - CDBG) $10,600
- 1046 ~ 48th St. - Exterior Paint Grant (completed 2004 - CDBG) $13,220
- 1026 47th St. – Exterior Paint Grant (completed 2004) $10,000

- 1067 48th St. – Exterior Paint Grant (completed 2004 – CDBG) $10,230
- 4310 Adeline St. – Tree Removal; Exterior Clean-up (completed 2005 – CDBG) $850
- 1420 45th St. – Owner-Occupied Loan (completed 2005 – CDBG) $37,983
- 3604 Adeline St. – Owner-Occupied Loan; Exterior Paint (completed 2004/05 -CDBG) $105,000
- 1007 45th St. – Exterior Paint Grant (completed 2005 – CDBG) $28,195
- 4311 Essex St. – Exterior Paint Grant (completed 2005) $14,500
- 1087 45th St. – Exterior Paint Grant; Security Bar Retrofit (completed 2005 – CDBG) $14,191
- 4336 Essex St. – Exterior Paint Grant (completed 2005 – CDBG) $12,825
- 1026 45th St. – Exterior Paint Grant (completed 2005 – CDBG) $15,000
- 1276 61st St. – Exterior Paint Grant (completed 2005 – CDBG) $14,980
- 4385 Adeline St. – Exterior Paint Grant (completed 2005 – CDBG) $24,120
- 1026 47th St. – Exterior Paint Grant (completed 2005) $10,000
- 4052 Harlan St. #308 – Minor Home Repair (completed 2005 – CDBG) $987
- 1047 48th St. – Exterior Paint Grant (completed 2005 - CDBG) $14,900
- 1053 45th St. – Exterior Clean-up Grant (completed 2005 – CDBG) $800
- 1012 47th St. – Exterior Paint Grant (completed 2005 - CDBG) $15,000
- 1078 48th St. – Accessibility Grant (completed 2005 – CDBG) $1,369
- 6312 Doyle St. – Exterior Paint/Exterior Clean-up Grants (completed 2005 - RDA) $13,850
- 1234 54th St. – Exterior Paint Grant (completed 2005 – CDBG) $13,100
- 4310 Adeline St. – Exterior Clean-up/Fencing Grants (completed 2005 - CDBG) $5,900
- 4270 Adeline St. – Accessibility Grant (completed 2005 - CDBG) $6,675
- 1048 43rd St. – Accessibility Grant; Security Bar Retrofit (completed 2005 - CDBG) $3,827

- 1265 62nd St. – Exterior Clean-up Grant (completed 2005) $2,950
- 1250 63rd St. – Exterior Paint Grant; New Roof (completed 2005 - CDBG) $14,310
- 1121 40th St. #4108 – Accessibility Grant (completed 2005 CDBG) $8,981
- 1019 47th St. – Exterior Paint Grant (completed 2005 - CDBG) $23,730
- 1011 47th St. – Exterior Paint Grant (completed 2005) $15,000
- 1011 47th St. – Rehabilitation Loan (completed 2005) $15,000
- 4250 Horton Street – Access Grant (completed 2005) $38,000
- 4250 Horton Street – Rehabilitation Loan (completed 2005) $35,000
- 1067 48th Street – Exterior Paint Grant (completed 2005 – CDBG) $10,230
- 1048 43rd Street – Exterior Clean-up Grant (completed 2005) $15,000
- 5889 Beaudry St. – Exterior Paint Grant (completed 2006 – CDBG) $14,910
- 1060 43rd St. – Roof Repair Loan (completed 2006 – CDBG) $15,000
- 1060 43rd St. – Minor Home Repair (completed 2006) $920
- 4230 Adeline St. – Accessibility Grant (completed 2006 – CDBG) $9,600
- 1250 63rd St. – Owner-Occupied Loan; Roof Repair (completed 2006 – CDBG) $31,475
- 8 Captain Dr. #E259 – Rehabilitation Loan (completed 2006 – CDBG) $13,150
- 8 Captain Dr. #E259 – Minor Home Repair (completed 2006) $1,000
- 6466 Vallejo St. – Exterior Clean-Up Grant (completed 2006) $15,000
- 5855 Horton St. #406 – Accessibility Grant (completed 2007) $8,750
- 5873 Vallejo St. – Exterior Paint Grant (completed 2007 – CDBG) $2,155
- 5525 Beaudry St. – Exterior Paint Grant (completed 2007 – CDBG) $14,825
- 1087 45th St. – Minor Home Repair Grant (completed 2007) $950
- 14383 – 89 Adeline St. – Foundation Repair (completed 2007 – CDBG) $50,863

- 4315 Essex St. – Exterior Paint Grant (completed 2007) $15,000
- 1052 43rd St. – Exterior Paint Grant (completed 2007) $30,000
- 6466 Vallejo St. – Exterior Paint Grant (completed 2007) $14,900
- 4106 Adeline St. – Exterior Clean-up Grant (completed 2008) $14,984
- 1121 40th St. #4108 – Minor Home Repair Grant (completed 2008) $2,209
- 1053 45th St. – Exterior Pain Grant (completed 2008 – CDBG) $15,000
- 1465 65th St. #187 – Accessibility Grant (completed 2008) $3,355
- 4379-83 Adeline St. – Exterior Paint Grant (completed 2008) $30,000
- 4379-83 Adeline St. – Rehabilitation Loan (completed 2008) $50,000
- 5899 Beaudry St. – Exterior Paint Grant (inc rental unit) (completed 2008) $30,000
- 5899 Beaudry St. – Accessibility Grant (completed 2009) $10,000
- 5899 Beaudry St. – Minor Home Repair Grant (completed 2009) $1,000
- 1285 55th St. – Accessibility Grant (completed 2009) $10,146
- 1045 43rd St. – Exterior Paint Grant (completed 2009 – CDBG) $15,000
- 5873 Vallejo St. – Minor Home Repair Grant (completed 2009 – CDBG) $1,000
- 1265 62nd St. – Exterior Clean-up Grant (completed 2009 – CDBG) $15,000
- 1465 65th St. #187 – Amend accessibility Grant (completed 2009) $1,865

Total: **$1,164,654**

BLIGHT CONDITION 2: INADEQUATE STREET SYSTEMS

Some street systems are inadequate to serve potential parking, circulation, and loading demands of the commercial and industrial sections of the City.

Redevelopment Objective: To improve transportation and circulation within Emeryville through street construction and upgrading programs, implementation of a transit shuttle, and measures to improve pedestrian movements and the pedestrian environment. Included within this objective is development of more transit- and pedestrian-oriented development near transportation hubs such as the Amtrak Station, or on corridors such as San Pablo Avenue. Also included are pedestrian and bike path projects to provide alternate means of circulation.

$258,900 **Bicycle Circulation Modifications**
R: $100,000
C: $158,900
This program will facilitate the movement of bicycles on existing City streets to improve bicycle traffic flow and safety for bicyclists, pedestrians and autos. *Work began in FY 2005/2006, to continue through FY 2010/2011.*

$200,000 **ADA Sidewalk and Curb Cut Improvements**
C: $200,000
The purpose of this project is to establish an on-going program to repair and improve sidewalks throughout the City to further overall public safety, public convenience, and accessibility per the Americans with Disabilities Act (ADA). Priority will be given to curb cuts and sidewalks serving bus stops and heavily traveled public pedestrian areas in the City. *Ongoing project.*

$635,000 **Pedestrian Safety Improvements**
R: $635,000
This project will fund the recommended improvements identified in a Pedestrian Safety Study prepared by the University of California Traffic Safety Center (2005) for the intersections of Powell Street and Christie Avenue, Powell Street and Frontage Road, Powell Street and the I-80 off-ramp, and Shellmound Street and Christie Avenue. Measures will include: enhanced visibility crosswalks, overhead signage, pedestrian warning signs and beacons, pedestrian countdown signals, a bicycle lane with improved signage, etc. *Ongoing project.*

$7,666,005 **Critical Circulation Improvements**
R: $945,210
C: $5,093,795
O: $472,000
$1,155,000 unfunded
This project includes street reconstruction programs, slurry seal applications; 40th Street bridge seal coat; traffic signal installation at 40th and Harlan, 45th and Bay Street and Ohlone Way; pedestrian activated signal at Powell Street and Hollis, and Doyle Street; widening at 40th Street and San Pablo; I-80 off- Eastbound ramp; widening at San Pablo Avenue; creation of exclusive turning lane at 40th Street and Horton; wayfinding signage; lighted crosswalks; and quiet railroad crossings at 65th, 66th, and 67th Streets to improve circulation throughout the City. *Ongoing project*

$10,500,000 **Traffic/Circulation Improvements for Major Development Projects**
Not including ROW
Unfunded
This project will fund future traffic and circulation improvements constructed to mitigate traffic impacts from four major projects proposed for the City of Emeryville: Bay Street Site B, the Marketplace Expansion, the BRE Gateway, and the Transit Center. Traffic mitigations may include street widening at the I-80 Eastbound Ramp and Powell, Powell and Christie, Powell and Hollis intersections, street realignments at San Pablo and

Stanford, 40th and Horton Street, 40th and Emery, 40th and San Pablo, and Mandela Parkway and Horton, and signal modifications at Powell and Christie, Power and Hollis, 40th and Horton Street, 40th and Emery Street, 40th and San Pablo, and 65th and Shellmound and Overland Streets, and Shellmound/Christie One-Way Loop, pedestrian recall at key intersections at peak hours. *Design development of streetscape improvements for Powell Street and Christie Avenue currently underway. May impact implementation of traffic/circulation improvements.*

$13,520,000 **Greenway: Stanford Avenue to Berkeley City Limits**
R: $11,060,000 This project is a street reconstruction and pedestrian/bike lane corridor improvement on
O: $1,770,000 the former 9th Street railroad drill track right of way. The project has reconstructed Doyle
$690,000 Street and the former railroad right-of-way as a meandering green way for pedestrians
unfunded and bicycles from Stanford Avenue to the Berkeley border. *Segments of the Greenway between Powell – midblock to 59th St. and Ocean to 65th St. (private development) have been completed.*

$100,000 **Bus Shelters**
R: $100,000 This project would establish 5-10 shelters at key locations served by AC Transit and the Emery Go-Round. Providing bus shelters will make alternative transportation modes more convenient and attractive for Emeryville commuters and residents. Each bus shelter may also contain a public art component. *Project underway. Four bus shelters approved, each to include a public art component.*

$200,000 **Frontage Road Bicycle Path Improvements**
R: $200,000 This project will make improvements to the mixed-use bicycle/sidewalk (Bay Trail) along Frontage Road from the Shorebird Park to the Hilton Garden Inn. The improvements will include the installation of a landscape buffer adjacent to the edge of the sidewalk, and modifications to the curb return radius at the roadway entrance to the Watergate Offices. *Design is currently on hold.*

$1,300,000 **Horton Park Landing and Lighting**
R: $300,000 This project will remove existing surface parking and add to the City's open space, while
O: $1,000,000 playing a critical role in the linkage of the City's bicycle and pedestrian system, connecting the Greenway with the proposed South Bayfront Pedestrian-Bicycle Bridge. *Project to proceed in 2009-2010.*

$13,960,000 **South Bayfront Pedestrian/Bicycle Overcrossing**
R:$13,960,000 This project involves the development of a bicycle bridge spanning the Union Pacific railroad tracks, connecting the Bay St. development on the west to the Emeryville Greenway/Novartis area on the east. The eastern landing of the bridge is located on the site of Horton Landing Park. A single tied arch as the design of the bridge span has been chosen, and it will be comprised of a single, 48-foot arch, with a deck that curves. *Project to proceed in 2009-2010.*

$33,879,406 **Ashby and Shellmound Interchange Improvements**
R: $70,000 This project was included in the San Pablo Corridor Study adopted in 1999. It will provide
O: $809,406 complete access/egress for traffic destined for, or originating from, the City of Emeryville.
$33,000,000 Aditionally there will be a separate, ADA compliant, overcrossing, dedicated solely to
unfunded bicyclists and pedestrians, which connects Shellmound street on the east side with the

frontage road on the west side opposite Emery Point. *Project currently on hold.*

$230,000
R: $230,000

53rd Street – 55th Street Path
This project will create a public pedestrian and bicycle path from 53rd Street to 55th Street east of Hollis Street through the Pickleworks property and the parking lot of the Thoroughbred Building. The project will require the acquisition of right-of-way easements through the parking lots, estimated at 4,500 sq. ft. *Property acquisition underway.*

$15,400,000
R: $200,000
O: $200,000
$15,000,000 unfunded

Shellmound/Powell Street Bridge Improvements
This project consists of two main improvements: (1) landscape and streetscape improvements to the area under the elevated portion of Powell Street and Shellmound Street, between 64th Street and Christie Avenue; and (2) improvements to the elevated portion of Powell Street, between Peladeau and Christie, to improve pedestrian and bicycle circulation and safety. *Construction of improvements will coincide with the construction of the adjacent development projects in order to consolidate the disruption caused by construction in the area.*

$1,432,000
$1,432,000 unfunded

San Pablo Avenue and Adeline Intersection Improvements
This project will include conversion of some traffic lanes to on street parking, expansion of medians, bulb-outs, landscaping and wider sidewalks. These improvements will complement the Agency's other revitalization activities on the San Pablo Avenue corridor, and particularly at the intersection where the Flatiron and the Adeline Place projects were acquired for redevelopment into commercial and mixed-use projects, in compliance with the 1976 Area Redevelopment Plan and the San Pablo Avenue Urban Design Guidelines. *Project is on hold until further funding is available.*

Pending Bicycle/Pedestrian Paths and Bridges

$9,910,000
R: $190,000
$9,720,000 unfunded

Pedestrian/Bicycle Bridge over I-80 at 65th Street
This project would construct a pedestrian/bicycle bridge over I-80 at 65th Street, and would replace the pedestrian/bicycle element of the Ashby interchange project. *Project study report completed 2009. Environmental process and selection of a preferred alternative anticipated in 2010.*

Completed Projects:

- Traffic Warning Signals at Central Fire Station, Hollis Street $30,000
- Ashby Spit/Point Emery Improvements (Completed 1991) $100,000
- Amtrak Station Improvements (Completed 1993) $6,331,000
- Implementation of City Transit Shuttle (Completed 1994) $1,380,000
- West Emeryville Assessment District Improvements (Completed prior to 96/97) $2,400,000
- Installation of Curb Cuts/Ramps (Completed prior to 96/97) $125,000
- Street Reconstruction Program (Completed prior to 96/97) $3,500,000
- Railroad Spur Acquisition (Completed prior to 96/97) $92,400

•	Amtrak Station Pedestrian/Bike Overcrossing (Completed 1996)	$2,000,000
•	Amtrak Intermodal Transfer Improvements (Completed 96/97)	$12,000
•	Bay/Shellmound Street Extension (Completed 1997)	$25,040,566
•	Hollis and 53rd Street Improvements (Completed 1998)	$1,884,600
•	Horton-Landregan-Stanford Extension Phase I (Completed 1998)	$1,800,000
•	Bay Trail from Powell/I-80 to Shellmound Street (Completed 1999)	$222,000
•	Shellmound Loop Improvements (Completed 2000)	$2,247,567
•	Shellmound Corridor Improvements (Completed 2000)	$2,604,586
•	San Pablo Avenue Traffic Signal Interconnect (Completed 2000)	$339,630
•	Temescal Creek Bridge Widening (Completed 2000)	$511,215
•	Greenway Railroad Spur Acquisition (Completed 2003)	$2,107,000
•	64th Street Emergency Crossing (complete 2003)	$100,000
•	Horton-Landregan-Stanford Avenue Improvements, Phase II (Completed 2004)	$3,000,000
•	ADA Curb Cuts/Accessibility Improvements (Partially Complete 2004)	$2,277,000
•	Lighted Crosswalk on San Pablo Avenue (Completed 2005)	$30,000
•	MacArthur On-Ramp Construction (Completed 2005)	$9,000,000
•	Doyle Street Greenway: 59th- 67th Street (Partially Complete 2006)	$3,455,000
•	Spur Alley Path (Completed 2009)	$1,200,000
	Total:	**$71,789,564**

BLIGHT CONDITION 3: CONTAMINATED PROPERTIES

There is still land with contamination that requires regulatory oversight prior to clean-up as well as the clean-up itself.

Redevelopment Objective: To continue the program of remediation of toxic contamination through the project area on both publicly and privately-owned properties and through assistance to private property owners.

$2,000,000 Brownfields Loan Program

O: $2,000,000 The loan program involves issuance of assessment and cleanup grants/loans to property owners for site cleanup, and technical assistance, using funds from the U.S. Environmental Protection Agency and California Pollution Control Finance Authority. Includes ECCL, community gardens, Horton Landing Park, Emeryville Greenway, Marketplace Redevelopment, Cultural Arts Center, Emerystation Greenway, CBS (formerly Westinghouse) "mound" site, and Ambassador sites. *Ongoing project.*

$16,600,000 Land Assemblage and Development

R: $16,600,000 The Land Assemblage and Development Program may also be used to acquire, remediate, and sell for new development, land that is underutilized due to contamination. *Ongoing project.* (Also meets Blight Condition #5)

Completed Projects

- Amtrak Station Site Remediation (Completed 92/93) $6,331,000
- Replacement of Underground Gasoline Fuel Tanks (Completed 97/98) $145,000
- Marriott Hotel Site Remediation (Completed 2000) $1,100,000
- Brownfields Phase I (Completed 2001) $428,134
- Gateway Housing Site Remediation (Completed 2001)* $NA
- EmeryStation North (Completed 2001)* $NA
- Brownfields Program - Phase II (Completed 2002) $200,000
- Hollis Business Center Site Remediation (Completed 2002)* $NA
- Bay Street Site Remediation (Completed 2002) $11,000,000
- EmeryStation North Clean-up (Completed 2002) $300,000
- Green City Lofts Site Remediation (Completed 2003) $1,175,000
- Elevation 22 Site Remediation (Completed 2003) $NA
- Andante Site Remediation (Completed 2003) $500,000
- Courtyards at 65th Street (Ryerson) Site Remediation (Completed 2004)* $NA
- Liquid Sugar Site Remediation (Completed 2004)* $NA

•	5701 Hollis Street Site Remediation (Completed 2004)	$213,300
•	Acquisition of the Triangle Parcel in the South Bayfront (Completed 2004)	$2,500,000
•	Portions of Greenway Spur Remediation (Completed 2006)	$1,470,000
•	Glashaus Site Remediation (Completed 2006)*	$NA
•	Avenue 64 (formerly Pinnacles) Site Remediation (Completed 2007)*	$NA
•	Doyle-Hollis Park (Completed 2008)	$657,000
•	Oak Walk (Completed 2008)*	$NA
•	Union Pacific Railroad Parcel D Remediation (Completed 2009)	$1,776,000
•	South Bayfront Site B Remediation (Completed 2009)	$17,700,000
	Total:	**$45,495,300**

* Cost information not available. Cleanup conducted by private parties.

BLIGHT CONDITION 4: LOSS OF TAX BASE AND JOBS

Many of the old manufacturing activities have provided the City with substantial tax income as well as jobs, but as some of these activities either relocate out of Emeryville or downsize, there is a need to replace both the tax base and the lost jobs. [Projects in Blight Condition 5 also respond to this Blight Condition]

Redevelopment Objective: To continue to diversify the City's economic base through redevelopment of older industrial properties to new uses that generate both jobs for the future and tax revenues to the City.

BLIGHT CONDITION 5: VACANT AND UNDERUTILIZED BUILDINGS

A number of significant older industrial sites continue to remain vacant, underutilized, or improved with dilapidated or obsolete buildings.

Redevelopment Objective: To redevelop the vacant and underutilized properties within the City into productive new uses which implement other goals. Large properties are a particular priority.

$16,600,000 **Land Assemblage and Development**
R: $16,600,000 The Land Assemblage and Development Program provides opportunities for the Redevelopment Agency to purchase or to assist in the purchase of properties for development. This allows the Agency to guide development in key areas of the City to ensure that such development will provide a net benefit to the General Fund and assist in the transformation of the community into a more attractive and economically vital environment. Areas that may be appropriate for Agency land banking include the South Bayfront Site B property and the southwest and northeast corners of Hollis and Powell Streets. *Ongoing project.* (Also meets Blight Condition #3)

$6,700,000 **San Pablo Avenue Development Assistance**
R: $4,565,000 This project provides assistance to the redevelopment of key parcels on San Pablo Avenue
$2,135,000 unfunded identified in the San Pablo Avenue Urban Design Plan. Activities may include parcel consolidation, demolition of obsolete buildings, toxic remediation and on-site/off-site improvements, and tenant subsidies to attract key tenants to the Avenue. Potential sites for redevelopment include Black/White Liquor; 40th and San Pablo Avenue, and 41st and San Pablo Avenue. *Ongoing project.* (Also meets Blight Condition #8)

$2,000,000 **Novartis (Chiron) Development Assistance**
R: *$2,000,000 future* This project will help pay for the various extraordinary development costs associated with the Chiron development, including demolition, toxic remediation, and off-site circulation improvements. *Designs developed.*

$5,000,000 **Marketplace Renovation/Expansion**
R: *$5,000,000 future* This project provides assistance for the cost of additional parking, utilities, and public improvements, including expansion of Christie Avenue Park, required to allow additional commercial and residential development at the Marketplace (Christie/Shellmound,64th Street). *Preliminary Development Plan (PDP) approved 2009. Application for Final Development*

Plan for Phase I under review.

$2,250,000 **Pixar Development Assistance**
R: $2,250,000 The Agency paid $2 million towards Pixar's fees pursuant to a 1998 Development Agreement that limited total Pixar fees for Phase I and II to $1.1 million. At the commencement of the Phase II improvements, Pixar is only required to pay development fees related to public entities other than the City or Agency, which were not in place at the execution of the Development Agreement, such as school impact mitigation fees. *Completion anticipated in 2010.*

Unknown unfunded **Bay Street Site B**
Bay Street Site B will be continuation and completion of the existing Bay Street Mixed-Use Development. The project will serve as a northern end-cap for the existing Bay Street development and may consist of retail (possibly a department store), a hotel, and structured parking. *Designs underway and Exclusive Right to Negotiate Agreement with Development amended to expire in September 2010.*

Unknown unfunded **BRE Christie/Powell Project**
This proposed mixed-use project is anticipated to include residential and hotel uses. Assistance for this project may include structured parking and property acquisition to widen Christie Avenue and Powell Street as a traffic mitigation for the project. *Project commencement expected to occur 2012, with completion anticipated in 2014.*

Completed Projects:

• PG&E Land Acquisition (Completed 1991)	$2,927,000
• Pixar Site Assistance Phase I (Completed 2001)	$800,000
• Bay Street Mixed Use project (Retail completed 2002. Residential completed 2006.)	$35,457,000
• Chiron Phase I Building #4 (Completed 2005)	$2,239,000
• Billboard Acquisition Ambassador Site (Completed 2008)	$0
Total:	**$41,423,000**

BLIGHT CONDITION 6: LACK OF BUSINESS EXPANSION

As new development occurs, there is a potential for loss of small-scale manufacturing and other small businesses requiring programs to retain and assist them in continuing to successfully operate in Emeryville.

Redevelopment Objective: To assist existing Emeryville businesses in meeting their needs to remain in Emeryville. Included within this goal is retention of small manufacturers, new businesses and other businesses that have expansion needs.

$1,896,494 **Facade Improvements and Commercial Rehabilitation/Business Retention**
R: $1,896,494 **Programs**

The Commercial Rehabilitation Program provides financial assistance to owners or tenants of commercial buildings in an effort to revitalize commercial properties. Assistance may be provided for a range of projects, including storefront facade improvements and substantial rehabilitation of targeted properties. The Business Retention Program includes identification of existing businesses with expansion potential which the Agency would like to retain in the City. Assistance may include, but not be limited to, renovation of space, assistance in financing tenant improvements, fixtures and equipment, development of incubator space, and site location assistance. *Ongoing project.* (Also meets Blight Condition #7)

Completed Projects

- Renovation of ECAP at 3610 San Pablo Avenue (Completed 1997) $105,000
- Head Over Heels Business Loan (Completed 1999) $32,500
- Daryl Rush Builders (Completed 1999) $20,000
- Trader Vics Warehouse (Completed 1999) $30,500
- 1195 Park Avenue (Completed 1999) $12,100
- Scends Restaurant (Completed 1999) $1,700
- Avalon Apartments Commercial Space (Partially completed October 2000) $475,000
- CityLine Building (Completed 2000) $15,000
- Doug's BBQ Facade Renovation (Completed 2002) $15,000
- Master Lease of Promenade Retail Center (Partially completed June 2002) $1,000,00
- Cuppa Cabana Facade Improvements (Completed 2003) $7,450
- Cuppa Cabana Start-Up and Tenant Improvement Loans (Completed 2003) $215,000
- Arizmendi Start-Up and Equipment Business Loan (Completed 2003) $350,000
- Arizmendi Tenant Improvement Grant (Completed 2003) $226,000
- Cassava Tenant Improvement Loan (Completed 2003) $80,000

• 4340 San Pablo Avenue Facade Renovations (Completed 2004)		$42,500
• 4348 San Pablo Avenue Facade Renovations (Completed 2004)		$65,500
• Emeryville Farms Signage Improvements (Completed 2004)		$23,500
• Scends Facade Renovation (Completed 2004)		$30,000
• 1375 Park Avenue Facade Renovations (Completed 2004)		$75,000
• Khana Khazana Restaurant Start-Up Loan (Completed 2004)		$100,000
• Maz Façade Improvements (Completed 2005)		$90,000
• Athlete's Foot (Avalon) (Completed 2005)		$14,500
• Marsh Interiors (Avalon) Façade Improvements (Completed 2005)		$5,415
• Kilohana Grill Façade Improvements (Completed 2006)		$27,750
• MiYozen Façade Improvements (Completed 2006)		$60,000
• Recreation Department Façade Improvements (Completed 2006)		$64,500
• Head Over Heels Tenant Improvement Loan (Completed 2006)		$100,000
• Bank Club Façade Improvements and loan (Completed 2007)		$81,000
• Oasis Pamper Bar Façade Improvements (Completed 2008)		$14,815
• Avalon Commercial Façade Improvements (Completed 2009)		$37,500
	Total:	**$2,417,230**

BLIGHT CONDITION 7: STRUCTURALLY UNSOUND BUILDINGS

Structurally unsound and unreinforced masonry buildings remain in evidence creating potential seismic hazards.

Redevelopment Objective: To assist in the rehabilitation, seismic upgrading, and other improvements to existing dilapidated, obsolete, or structurally unsound buildings.

$1,896,494 **Commercial Rehabilitation/Business Retention Program**

R: $1,896,494 The Commercial Rehabilitation Program provides financial assistance to owners or tenants of commercial buildings in an effort to revitalize commercial properties, including substantial rehabilitation and seismic retrofit of targeted properties including buildings in the Commercial Rehabilitation Areas of Park Avenue, San Pablo Avenue, Adeline Street, portions of Hollis and 65th Streets and the Watergate Shopping Center. *Ongoing project.* (Also meets Blight Condition #6)

See Blight Condition #6 for Completed Projects

BLIGHT CONDITION 8: DETERIORATED COMMERCIAL CORRIDORS

Older commercial corridors and areas contain buildings that are in a state of physical deterioration and are physically and economically obsolete. There is also a higher incidence of crime and other social problems in these areas.

Redevelopment Objective: To revitalize older commercial corridors and areas, including San Pablo Avenue, portions of Hollis and 65th Street, Adeline Street and the Watergate Shopping Center. Revitalization efforts should be comprehensive including: redevelopment of vacant or underutilized parcels, rehabilitation of existing structures, public improvements (such as sidewalks, benches, etc.) and services to existing businesses.

$1,896,494 **Commercial Rehabilitation/Business Retention Program**

R: $1,896,494 The Commercial Rehabilitation Program provides financial assistance to owners or tenants of commercial buildings in an effort to revitalize commercial properties in the Commercial Rehabilitation Areas of Park Avenue, San Pablo Avenue, Adeline Street, portions of Hollis and 65th Streets and the Watergate Shopping Center. *Ongoing project.* (Also meets Blight Condition #6)

$6,700,000 **San Pablo Avenue Development Assistance**

R: $4,565,000 This project provides assistance to the redevelopment of key parcels on San Pablo Avenue identified in the San Pablo Avenue Urban Design Plan. Activities may include parcel consolidation, demolition of obsolete buildings, toxic remediation and on-site/off-site improvements, and tenant subsidies to attract key tenants to the Avenue. Potential sites for redevelopment include Black/White Liquor; 40th and San Pablo Avenue, and 41st and San Pablo Avenue. *Ongoing project.* (Also meets Blight Condition #5)

$2,135,000 unfunded

To Be Determined **Oaks Club Parking Development**

This project will assist with the acquisition of parcels from the Oaks Club that are currently used for surface parking, inconsistent with the San Pablo Avenue Urban Design Guidelines, for their re-sale and redevelopment as mixed-use projects. Includes consolidation of parking on Oaks Club block which may require additional property acquisition on the Oaks Club Block. *On hold.*

Completed Projects

- San Pablo Avenue Beautification Phase I 36th - 40th Street (Completed 1995) $1,500,000
- San Pablo Avenue Beautification Phase II 40th 53rd Street (Completed 1999) $2,600,000
- Avalon Commercial Space (Completed 2000) $475,000
- Promenade Retail Center (Construction completed 2002.) $1,300,000
- Jug Liquor Acquisition (Completed 2003) $485,000
- Andante Mixed-Use Development Phase I & II (Completed 2004) $2,500,000
- Andante Signange and Storefront Guidelines (Completed 2004) $112,500

• Adeline Place Acquisition (Check Cashing) (Completed 2005)		$650,000
• Adeline Place Redevelopment (Check Cashing) (Completed 2009)		$4,417,500
• Flatiron (Jug Liquors) Disposition (Completed 2009)		$1,264,000
	Total:	**$15,304,000**

BLIGHT CONDITION 9: INADEQUATE INFRASTRUCTURE

As the City transitions from the older industrial base into new activities, there is increased strain placed on the aging infrastructure, particularly the streets and sewer systems.

Redevelopment Objective: To continue to replace and upgrade the aging infrastructure such as storm drains.

$2,765,754 **Street Reconstruction Program**
R: $415,950
C: $2,349,804
This on-going project will continue the program of reconstructing existing streets to allow implementation of a cost-effective maintenance program. The program will prevent the further deterioration of streets which would be more difficult and expensive to maintain. *Ongoing project.* [Also included in Blight Condition #2, under Critical Circulation Improvements]

$2,220.000 **Sanitary Sewer Rehabilitation Program**
C: $1,970,000
O: $250,000
This program calls for the continual maintenance and scheduled replacements of existing sewer mains throughout Emeryville. In 2006, all improvements to the sewer system were completed. Annual improvements to the system are scheduled as follows: Peninsula Pump Station (2006/2007); 54th Street, west of Boyer, to 53rd Street; MacArthur, San Pablo to Oakland border (2007/2008); Powell Street, I-80 to Trader Vic's (2008/2009). *Ongoing project.*

$100,000 **Sewer Improvements: 53rd/Horton**
O: $100,000
This project will install lining in an existing sewer line to eliminate infiltration and inflow between the sanitary sewer system and the storm drainage system. *Project completion is dependent on Chiron's occupancy of their second phase building, per Chiron's Development Agreement with the Agency and City.*

$2,500,000 **64th Street Trunk Storm Drain**
O: $2,650,000
The Master Storm Drain Study identified the most northern storm drainage basin in the City (Basin 27) as a priority for required improvements. This project will include the construction of a new 60: trunk line drainage facility that would split Basin 27 into two areas by adding a new outfall to the Bay from 64th Street. Given the size of the proposed project, it qualifies as an Alameda County Flood Control District Facility (ACFCD). *Construction is anticipated FY 2009/2010.*

$1,120,000 **Master Storm Drain Improvements**
C: $20,000
O: $750,000
$350,000 Unfunded
This project implements the Master Storm Drain Study to clean and remove material from two major storm drains which connect to Temescal Creek and a smaller drain on Christie Avenue from Shellmound Way to Shellmound Street, all of which are heavily silted. Project also includes installation of flood gates on both drains at their entry to Temescal Creek. *Project currently on hold.*

$1,945,000 **Triangle Neighborhood Traffic Calming**
R: $1,870,000
C:$75,000
This project develops a comprehensive traffic calming strategy for the Triangle neighborhood based upon a series of facilitated meetings with residents. The project diverts traffic away from the neighborhood by strategically installing bulbouts,

medians, islands, and traffic circles. Temporary measures have been installed at first in order to gauge effectiveness and analyze unintended consequences. *Construction anticipated in FY 2009-10.*

$820,000
R:$70,000
$750,000 unfunded

Quiet Railroad Crossings
This project funds potential installation of safety measures that would allow the Federal Railroad Administration to establish a "quiet zone" at Emeryville's three at- grade rail crossings, located at 65th, 66th, and 67th Streets. Trains are required by both Federal and State law to sound their horns as they approach these intersections for safety purposes. Given the frequency of train traffic through Emeryville, horns have become a nuisance for community members who work or live adjacent to or near the railroad crossings. In "quiet zones" train operators are able to refrain from blowing horns as the train approaches the intersection. *Project is on hold until further funding is available.*

$10,600,000
$10,600,000 future

Undergrounding Utilities on Hollis Street from Powell St. to Northern City Limits
This project will underground all the overhead utilities on Hollis Street north of Powell Street to the Berkeley border. It would also include undergrounding portions of the side streets to Hollis Street north of Powell Street. To pay for this improvement, it is proposed that the City consider adopting an Assessment District on all the properties affected by the undergrounding of the overhead utilities. *Project expected to commence in FY2011-12.[Also meets Blight Condition #11.]*

Completed Projects

• Sewer Rehabilitation - Doyle, Beaudry, Vallejo, Hubbard, and Halleck Streets (Completed 96/97)	$500,000
• Powell Street Bridge Seismic Retrofit (Completed 1996)	$5,600,000
• Sewer Rehabilitation Program (Completed prior to 96/97)	$4,700,000
• Renovation of Elevators at Amtrak Station (Completed 2005)	$279,804
• Amtrak Turn-Around Improvements for Baggage Cars (Completed 2005)	$170,757
• Retrofit of Public Area Garbage Containers at Bay Street (Completed 2005)	$8,010
• Corporation Yard Lighting Retrofit (Completed 2005)	$21,629
• Sewer Rehabilitation Program (Phase II Completed 2006)	$390,292
• Sanitary Sewer Master Plan and GIS (Completed 2006)	$28,900
• Sanity Sewer Lift Station Renovation (Completed 2007)	$543,000
• Triangle Neighborhood Traffic Calming (Completed 2008)	$1,945,000
• Quiet Zone Feasability Study (Completed 2008)	$29,000
Total:	**$14,216,392**

BLIGHT CONDITION 10: INADEQUATE PUBLIC FACILITIES

Inadequate public facilities and services to accommodate the needs of residents and the private sector also limit development or redevelopment within the Project Area.

Redevelopment Objective: To improve inadequate public facilities that cannot be remedied by private or government action without redevelopment.

$1,248,000 **Major Maintenance of City Facilities**
C: $1,248,000 City facilities require replacement of items not budgeted in department operating budgets. An analysis was done for each facility to schedule repairs, additions, and/or replacement of equipment, building modifications, and painting. *Ongoing project.*

$500,000 **Bay Water Emergency Pumping Station**
C: $500,000 This project would provide seawater to the peninsula for fire fighting, in the event of a major seismic event which could damage EBMUD water lines. The pumping station will be located in an area of the peninsula that provides deep access to seawater. *Project currently on hold.*

$310,000 **Public Works Corporation Yard Improvements**
R: $300,000
O: $10,000 This project will provide seismic safety improvements to the City's Corporation Yard warehouse. The project would first complete a seismic safety evaluation of the building to determine its capacity to withstand an earthquake and identify needed safety improvements. *Project expected for completion 2010.*

$14,036,000 **Emery Station Public Parking/Transit Center**
R: $6,000,000
O: $8,036,000 The project is sited on the former Westinghouse"mound" parcel adjacent to the Emeryville Amtrak Station. The Agency has entered into an Exclusive Right to Negotiate Agreement with Wareham Development to redevelop the site as a transit center/research & development office project. *Environmental Studies commenced in FY 2004-05; removal of contaminated soils could begin in 2010.*

$5,500,000 **City Recreation Department Program Facility**
$5,500,000 unfunded This project involves the development of a permanent facility for the City's Recreation Program, temporarily located on a city-owned site at 4300 San Pablo Avenue. The facility would include administrative offices and adequate space for the existing and expanded recreational programs, and could be freestanding or part of the larger Center for Community Life. The City also has an option to construct the recreation facility of a portion of the EUSD Field as part of the City's long-term lease agreement with the School District. *This project is expected to be completed within 3-5 years after a location is identified.*

$13,960,000 **South Bayfront Pedestrian-Bicycle Bridge**
R: $13,960,000 This project involves the development of a bicycle bridge spanning the Union Pacific railroad tracks, connecting the Bay St. development on the west to the Emeryville Greenway/Novartis area on the east. The eastern landing of the bridge is located on the site of Horton Landing Park. A single tied arch as the design of the bridge span has been chosen, and it will be comprised of a single, 48-foot arch, with a deck that curves. *Project to proceed in FY 2009/10.*

$2,650,000 **Horton Park Landing and Lighting**
R: $300,000
O: $2,350,000
The site of Horton Park Landing is a strip of land that extends in a curve from Horton Street to the vicinity of Temescal Creek, along the right-of-way of the 9th Street drill track east of the Union Pacific mainline, to the north and west of Novartis's proposed Building 12 parking garage. This project will remove the existing surface parking and improve the open space as a linear park with landscaping and a pedestrian/bicycle path, playing a critical role in the linkage of the City's bicycle and pedestrian system, connecting the Greenway with the proposed South Bayfront Pedestrian-Bicycle Bridge.. *Acquisition and completion of park expected to occur by the end of FY 2009/10.* [Also meets Blight Condition #2]

$9,125,000 **Park Avenue Park – Land (Railroad) Acquisition**
R: $6,710,000
O: $815,000
$1,600,000 unfunded
This project acquires a 2-acre parcel located adjacent to the railroad tracks near Sherwin Williams for use as open space for residents and employees in Park Avenue area. Property acquisition is complete (cost approximately $5,625,000). Park site may be exchanged with adjacent property. Site remediation was completed in 2009. *Park construction is expected to occur as funds become available, and may be funded through a future park bond.*

$100,000 **Community Garden @ 48th St.**
C: $20,000
O: $80,000
This project involves removal of lead-containing soil to make property conditions suitable for use as a community garden. The source of lead in soil was determined during prior assessment activities to be lead-bearing paint from former property structures. *Site remediation expected to occur in FY 2009/10*

$1,600,000 **Greenway @59th St.**
R: $690,000
$910,000 unfunded
Extension of the Emeryville Greenway. *Project will be developed in conjunction with the Emerystation Greenway.*

$150,000 **Vehicle Wash Station**
C: $150,000
This project will establish a wash facility for the fire trucks and other city vehicles that comply with the federal and state requirements through the City's Non-Point Discharge and Elimination System permit that only storm water enters into the City's storm drains. A topographical survey of the lot has been conducted. *Project on hold.*

$10,645,600 **Performing Arts/Cultural Center**
R: $6,945,600
$3,700,000 unfunded
This project completes the land assembly for the Civic Center complex through the acquisition of 4060 Hollis (former United Stamping Company) and converts it from private to public use. The existing 30,000 square foot building will be seismically upgraded and adaptively reused to serve as a cultural and performing arts center, housing the annual Celebration of the Arts Exhibit and other arts-related tenants. *Capital campaign to raise funds for building renovation will begin in FY 2009/10*

$1,500,000 **Recreation Facility: EUSD Lease**
R: $1,500,000
In October 2002, the City entered into a long-term lease agreement with the Emery Unified School District (EUSD) that will provide public access to District recreational facilities when the facilities are not being used by the District. *Ongoing project.*

$120,000,000 **Emeryville Center of Community Life**

R: $25,350,000
$95,000,000 unfunded

The Emeryville Center of Community Life creates a new model for a 21st-century urban place to play, learn, grow, and come together as a community. It will offer a variety of educational, recreational, cultural, and social opportunities, as well as services and programs that support lifelong learning and healthy lifestyles. The designated location is the Emery Secondary School site at 1100 47th Street. *Architectural design work will begin in 2010 and should be completed in 2013. Construction will begin in 2013 with an anticipated completion date of 2015.*

$220,000 **Skateboard Park**

R: $200,000
$20,000 unfunded

This project will add a skateboard facility to the City's recreational offerings. One option is the Agency lease of Caltrans property beneath I-580, between 35th and 36th Streets. *On hold.*

$350,000 **Recreation Facility – Pool**

R; $250,000
C: $100,000

The City entered into a long-term (40-year) facilities lease with the Emery Unified School District in October 2002. Part of the lease agreement specified that the City would operate the swimming pool at Emery Secondary School and remove blight by upgrading and maintaining the facility. *Ongoing Project*

$9,000,000 **Police Administration Building Reconstruction**

R: $9,000,000

This project will reconstruct and expand the current police facility on Powell Street. *Construction expected to begin early 2010.*

$6,300,000 **Civic Center Parking Structure**

unfunded

This project will construct a two-level, 180-space parking structure, east of Hollis Street adjacent to the Civic Center to replace the existing 95-space parking lot. This project is pursuant to recommendations in the Park Avenue District Plan, which call for centralized public parking to allow preservation and conversion of existing brick warehouses to more intense commercial uses. *This project will be constructed when justified by parking demand that may result from usage of the Performing Arts/Cultural Center at 4060 Hollis Street.*

$12,000,000 **Park Avenue West Parking Program**

unfunded

This project will acquire public parking facilities on Park Avenue, west of Hollis Street. It includes the acquisition of parking facilities constructed jointly with private development on four different parcels within the Park Avenue area, as set forth in the Park Avenue District Plan. *Acquisition of these facilities will occur when each of the identified sites has a private redevelopment project approved, when justified by parking demand, and when funds become available.*

$620,000 **Temescal Creek Park Improvements, Phase II**

unfunded

This phase of the project may include improvements to the 53rd Street entrance (Oakland), the establishment of an additional park entrance at Adeline, aesthetic and/or educational features, such as a meandering "creek" pathway designed to commemorate the location of Temescal Creek that is culverted under the park. *Project dependent upon identifying funding.*

$1,250,000 **Parking Program Phase I – On-Street Paid Parking**

unfunded

Phase I of the Parking Program involves the installation of paid parking and signage in the North Hollis area, except in the low/medium density neighborhood east of Doyle Street. The project does not include successive phases of the Parking Program. Meters in the

North Hollis area could be installed in phases, so that the full $1.25 million estimated cost would not all be needed in the initial year of the program. *To be completed when justified by parking demand and when funding is available.*

$1,000,000 **Point Emery Improvements and Memorial**
unfunded
This project includes the installation of a memorial to the late Duncan Rosby, a Public Works maintenance worker who died of natural causes at an early age and was responsible for many improvements in the landscape maintenance of city facilities. The project also includes the installation of rock rip rap to repair the erosion of the Point Emery Peninsula and to prevent the peninsula from washing away. The memorial consists of a columnar tree surrounded by a series of eccentric circles which serve as natural rock seating walls, with a radial extension of a north arrow, which collectively create a large sundial. *Since the area is within BCDC jurisdiction, BCDB and Army Corps of Engineers permits will be required to complete the work.*

$20,000,000 **Hollis Park at 45th Street**
R: $20,000,000
unfunded
This project will acquire, design and construct a park at the location of the current PG&E yard at Hollis and 45th Streets, after PG&E has found a replacement site. It will implement the General Plan goal for a major new park south of Powell Street. *Anticipated to occur within the 2013-2014 timeframe.*

$100,000 **Stanford Avenue Park Expansion**
R: $100,000
unfunded
This project will expand the existing Stanford Avenue Park when the adjacent Papermill property redevelops. Property trade/acquisition will be required. *Anticipated to occur within the 2011-2012 timeframe.*

Completed Projects:

- Marina Improvements (Multi-year) $2,404,500
- Powell Street/Peninsula Mini-Park (Completed 1989) $125,000
- Police Station Rehabilitation (Completed in 1991) $53,000
- Temescal Creek Park (Completed 1991) $312,000
- Peninsula Fire Station Development (Completed in 1991) $2,265,000
- Old Town Hall Phase I Health and Safety Renovations (Completed 1992) $151,000
- Child Development Center (Completed in 1992) $2,100,000
- Stanford Avenue Park (Completed in 1992) $1,355,000
- Christie Avenue Park/Plaza (Completed 1994) $2,144,000
- Council Chambers Public Restroom Accessibility (Completed 1995) $50,000
- Veterans Memorial Building/Senior Center Rehabilitation (Completed 96/97) $1,101,500
- Corporation Yard Improvements Phase I (Completed 1998) $200,000

• Fire Station #2 (Hollis St.) Rehabilitation (Completed 1998)	$2,167,786
• 61st Street Mini-Park Playground and Landscaping Upgrade (Completed 1998)	$160,000
• Acquisition of Whitney Tool for Corporation Yard (Completed 1999)	$2,800,000
• Temescal Creek Park Improvements – Phase I (Completed 1999)	$457,028
• Police Station Electrical System Improvements (Completed 2000)	$19,864
• Temescal Park Mural (Completed 2000)	$10,000
• Civic Center and Park Ave East Phase I (Completed 2001)	$17,230,318
• Fire Station #2 Public Art Project (Completed 2001)	$35,000
• Powell Street Bridge Fire Repairs (Completed 2001)	$124,578
• Recreation Facility Lease with Emery Unified School District (Complete 2003)	$1,500,000
• Doyle/61st & 62nd Park Acquisition (Completed 2003)	$5,000,000
• Community Room at Bridgecourt Apartments (Completed 2003)	$250,000
• Sports Facility Complex Preliminary Site Appraisal (Completed 2004)	$50,000
• Marina Restroom (Completed 2007)	$276,000
• Solar Panels Installation at City Hall (Completed 2006)	$425,000
• Acquisition of 4060 Hollis Street, Site of Cultural/Performing Arts Center (Completed 2006)	$3,665,000
• Hong Kong East Ocean Improvements (Completed 2007)	$200,000
• Marina Breakwater Permanent Replacement (Completed 2007)	$5,924,000
• Project: North Hollis (65th/Hollis) Public Parking (Completed 2008)	$2,100,000
• Rip Rap Installation (Completed 2008)	$2,110,000
• Marina Navigation Channel Dredging (Completed 2008)	$400,000
• Doyle Street Park (Completed 2009)	$10,310,000
Total:	**$67,475,574**

BLIGHT CONDITION 11: UNCOORDINATED DEVELOPMENT PATTERN

There is an uncoordinated development pattern of certain properties within the Project Area due to the unimproved, defective, and/or inadequate construction of some street improvements and public/private utilities within the Project Area.

Redevelopment Objective: The achievement of a physical environment reflecting a high level of concern for architectural and urban design principles deemed important by the community and property owners, and which contribute to the alleviation of blight.

$100,000 **Street Tree Program**
C: $100,000 This project is an ongoing program to plant trees, in areas that do not have trees. This program was previously combined with the ADA Sidewalk Project, but is now a separate project. *Ongoing project.*

$86,000 **Public Amenities/Clean City**
C: $86,000 This project provides a variety of public amenities along City streets and in City parks, including additional litter and/or recycling containers, outdoor tables and benches, bollards and bike racks. *Ongoing project.*

$5,420,000** **Park Avenue Beautification – Phase I**
R: $3,420,000 This project will implement the Park Avenue Overlay District Plan. The public
C: $2,000,000 improvements, which are designed to enhance the quality of the District streets, include wide sidewalks, street trees, special lighting, benches, and undergrounding of utilities. *Project to be completed in Summer 2010.*
** An additional $1.5 million will be spent on the Park Avenue street improvements from the Street Reconstruction project budget, bringing the total cost of Park Avenue Phase I to $6.9 million.

$85,000 **East Emeryville Lighting Improvements**
R: $85,000 This project will change out the bulbs to increase wattage in the existing 201 light poles in the Triangle Neighborhood and East Emeryville residential neighborhoods. In the process of changing the bulbs, the lens will be changed to a model that is resistant to dirt intrusion, a factor that greatly reduces the amount of light output. *Ongoing project.*

$345,000 **Frontage Road Landscaped Median Installation**
O: $100,000 This project will construct two landscaped medians on Frontage Road from Powell Street
$245,000 to the Powell Street Interchange. The medians will total approximately 4,500 square feet
unfunded and will complement the recently installed freeway landscaping and the landscaping of privately developed properties to the west of Frontage Road. The medians will also improve traffic circulation around the Holiday Inn. *Once funding is identified, the design and construction of the project will take approximately 18 months.*

$10,600,000 **Undergrounding Utilities on Hollis Street from Powell St. to Northern City Limits**
$10,600,000 This project will underground all the overhead utilities on Hollis Street north of Powell
future Street to the Berkeley border. It would also include undergrounding portions of the side streets to Hollis Street north of Powell Street. To pay for this improvement, it is proposed that the City consider adopting an Assessment District on all the properties affected by the undergrounding of the overhead utilities. *Project expected to commence in FY2011-12.[Also meets Blight Condition #9.]*

$3,400,000
unfunded

Park Avenue Beautification – Phase II

The Park Avenue Beautification Phase II project will construct the public improvements identified in the Park Avenue District Plan on the side streets in the District, including Halleck Street, Hubbard Street south of Park Avenue, Holden and Hollis Streets south of PG&E, Haven Street, Harlan Street, Watts Street, Emery Street. The public improvements, which will enhance the quality of the District streets, are designed in accordance with the Park Avenue District Guidelines. Improvements include wide sidewalks, street trees, special lighting, benches, and undergrounding of utilities. *Project currently on hold.*

$1,432,000
$1,432,000
unfunded

San Pablo Avenue and Adeline Intersection Improvements

This project will include conversion of some traffic lanes to on street parking, expansion of medians, bulb-outs, landscaping and wider sidewalks. These improvements will complement the Agency's other revitalization activities on the San Pablo Avenue corridor, and particularly at the intersection where the Flatiron and the Adeline Place projects were acquired for redevelopment into commercial and mixed-use projects, in compliance with the 1976 Area Redevelopment Plan and the San Pablo Avenue Urban Design Guidelines. *Project is on hold until further funding is available.*

$350,000
unfunded

Powell Street Light Replacement Program

This project will install new light fixtures on Powell Street from Frontage Road to the Marina to match the light fixtures installed on 40th Street and San Pablo Avenue. *Ongoing project.*

$150,000
unfunded

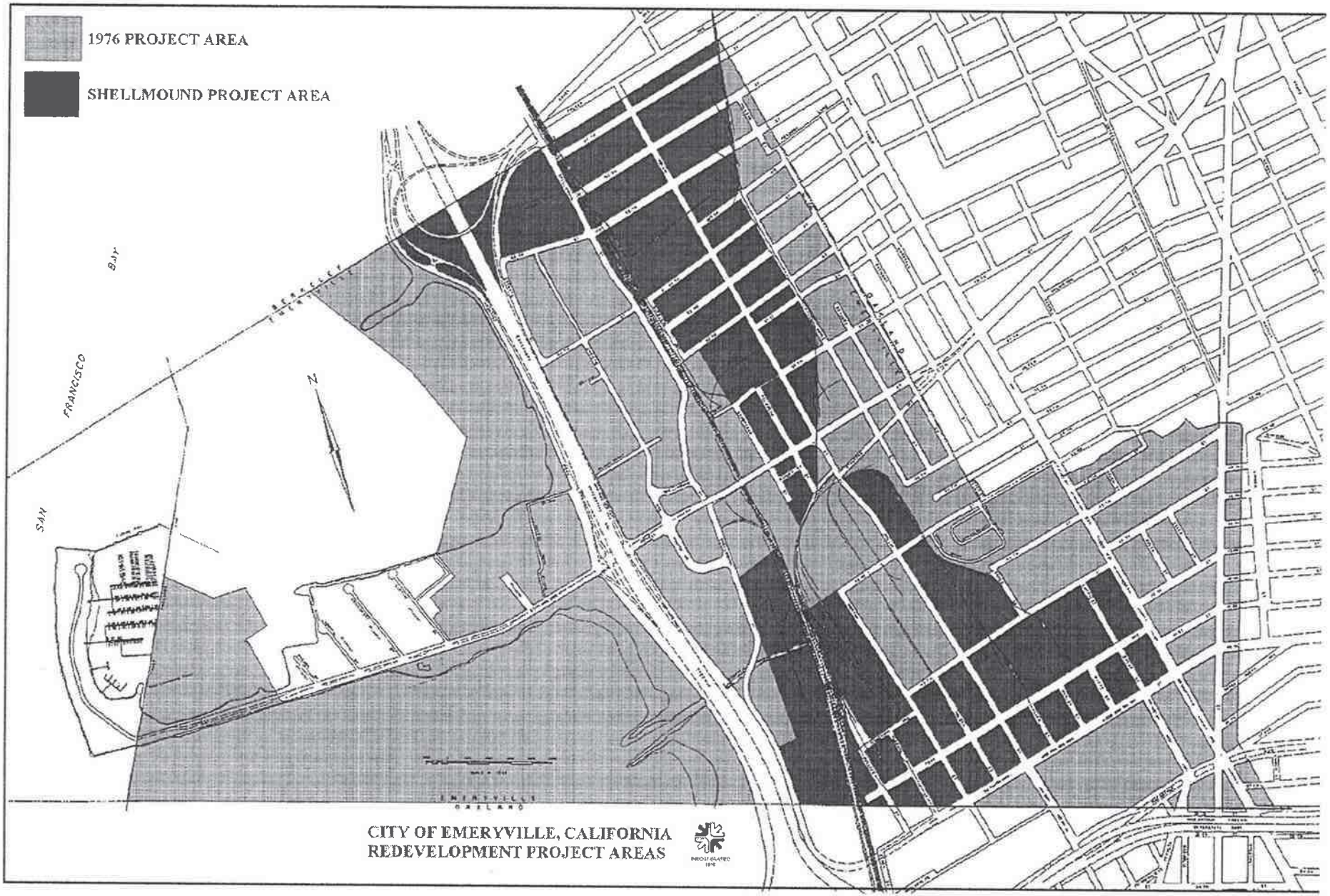
Shellmound Street Median Island

This project would extend the existing landscape median island on the north side of the IKEA store exit on Shellmound Street. The extended median would be a permanent installation to replace the temporary bollards that currently exist in front of the Bay Street parking structure. The extended median would include additional cobbles and landscaping and palm trees to complement the appearance of the existing median islands. *Project is currently on hold.*

Completed Projects

- Streetlight Maintenance Improvement Program $225,000
- Street Tree Planting/Greening of Emeryville (Completed 1988) $350,000
- North Shore Walkway (Completed 1990) $80,000
- Pedestrian Path Improvements - Emeryville Peninsula (Completed 1994) $70,000
- Street Light Purchase (Completed 1997) $105,000
- Powell Street Medians (Completed 1998) $84,300
- Undergrounding Hollis Street, from Stanford to 53rd (Completed 1998) $1,138,800
- Undergrounding Hollis and Powell to Southern City Limits (Completed 1998) $2,930,000

• Stanford Park (Completed 1999)	$176,506
• San Pablo Avenue Revitalization Phase II: 40th St. - 53rd St. (Completed 1999)	$2,491,430
• Bay Trail from Powell/I-80 to Shellmound Street (Completed 1999)	$153,311
• 40th Street Median Island Improvements (Completed 2000)	$35,016
• Citywide Banner Installation (Completed 2001)	$45,000
• Undergrounding of Hollis and Park East of Hollis (Completed 2001)	$2,324,101
• Street Tree Landscape Installation (Completed 2001)	$176,739
• Stanford Avenue Undergrounding (from Hollis to Horton Streets) (Completed 2003)	$469,500
• Powell Street Underpass Public Art Project (Completed 2004)	$162,500
• Purchase and Installation of new combination litter/recycling containers for San Pablo Avenue (Completed 2006)	$40,000
• Triangle Street Trees (Completed 2009)	$NA
Total:	**$11,057,203**


1976 PROJECT AREA
SHELLMOUND PROJECT AREA
BAY
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N
CITY OF EMERYVILLE, CALIFORNIA
REDEVELOPMENT PROJECT AREAS

TABLE 1

EMERYVILLE REDEVELOPMENT PROJECT AREA NO. 1 (1976)
PROJECT AREA PROFILE

	Total Project Area
Date Adopted	1976
Land Area	503± Acres
Land Use (At adoption)	(1,080 Ac. Including Water)
Developed Land	478 Acres
Vacant Land	25 Acres
Term Limit	40 Years
Deadline for Redevelopment Activities	2019
Tax Increment Limit	$942.6 M
Deadline to Receive Tax Increment	2029
Current Bond Debt *	$100.85 M
Current Bond Debt Service *	$8.56 M

* Includes 2004 Series A Bonds

TABLE 2

SHELLMOUND PARK REDEVELOPMENT AREA
PROJECT AREA PROFILE

	Total Project Area
Date Adopted	1987
Land Area	270± Acres
Land Use (At adoption)	
Public Right-of-Way	54.0± Acres
Recreation/Open Space	23.4± Acres
Developed Land	191.7± Acres
Residential	16.1 Acres
Commercial	59.6 Acres
Industrial	116.0 Acres
Vacant Land/Other	.7± Acres
Term Limit	40 Years
Deadline for Redevelopment Activities	2028
Tax Increment Limit	$425.0 M
Deadline to Receive Tax Increment	2038
Bond Indebtedness Limit	$180.0M
Current Bond Debt *	$35.63 M
Current Bond Debt Service *	$2.49 M

* Includes 2004 Series A Bonds

TABLE 3: Redevelopment Objectives, Projects, Budgets, and Status for 2010-2014

			Redevelop. Budget	Project Status
Objective A:		**Upgrade Residential Environment**		
	Project 1	Concrete Buyback Program	$126,000	Ongoing
	Project 2	Wrought Iron Fence Grant	$132,000	Ongoing
	Project 3	Housing Rehabilitation Program	$290,000	Ongoing
	Project 4	1054 45th St. - Concrete Buyback and Wrought Iron Fence	$13,400	Pending Approval
	Project 5	4230 Adeline St. - Housing Rehabilitation	unfunded	Pending Approval
Objective B:		**Transportation and Circulation Improvements**		
	Project 1	Bicycle Circulation Modifications	$100,000	Completion FY 10-11
	Project 2	ADA Sidewalk and Curb Cut Improvements	$200,000	Ongoing
	Project 3	Pedestrian Safety Improvements	$635,000	Ongoing
	Project 4	Critical Circulation Improvements	$945,210	Ongoing
	Project 5	Greenway: Stanford Ave to Berkeley City Limits	$11,060,000	Under Construction
	Project 6	Emery Station Public Parking / Transit Center	$1,000,000	Construction to begin 2010
	Project 7	Bus Shelters	$100,000	Ongoing
	Project 8	Frontage Road Bicycle Path Improvements	$200,000	On hold
	Project 9	Horton Park Landing and Lighting	$300,000	On hold
	Project 10	South Bayfront Pedestrian/Bicycle Overcrossing	$13,960,000	Design underway
	Project 11	Ashby and Shellmound Interchange Improve.	$70,000	On hold
	Project 12	53rd Street - 55th Street Path	$230,000	Future
	Project 13	Shellmound/Powell Street Bridge Improvements	$200,000	Ongoing
	Project 14	San Pablo Avenue/Adeline Intersection Improve.	unfunded	Future
	Project 15	Pedestrian/Bicycle Bridge over I-80 at 65th Street	$190,000	Ongoing
Objective C:		**Toxic Remediation**		
	Project 1	Brownfields Loan Program	$0	Ongoing
	Project 2	Land Assemblage and Development	$16,600,000	Ongoing
Objective D:		**Redevelop Older Industrial Properties**		
Objective E:		**Redevelop Vacant and Underutilized Properties**		
	Project 1	Land Assemblage and Development	$16,600,000	Ongoing
	Project 2	San Pablo Development Assistance	$4,565,000	Ongoing
	Project 3	Marketplace Renovation/Expansion	$5,000,000	Design underway
	Project 4	Novartis (Chiron) Development Assistance	$2,000,000	Design underway
	Project 5	Pixar Development Assistance	$2,250,000	Completion expected 2010
	Project 6	Bay Street Site B	unfunded	Negotiating Agreement through 2010
	Project 7	BRE Christie/Powell Project	unfunded	Expected 2012-2014
Objective F:		**Assist Existing Emeryville Businesses**		
	Project 1	Façade Program/Business Retention Program	$1,896,494	Ongoing
Objective G:		**Rehabilitation of Existing Buildings**		
	Project 1	Commercial Rehabilitation/Business Retention	$1,896,494	See Objective F
Objective H:		**Revitalize Commercial Corridors**		
	Project 1	San Pablo Avenue Development Assistance	$4,565,000	Ongoing
	Project 2	Oaks Club Parking Development	unfunded	Unfunded - Future
Objective I:		**Replace and Upgrade Aging Infrastructure**		
	Project 1	Street Reconstruction Program	$415,950	Ongoing
	Project 2	Sewer Rehabilitation Program	$0	Ongoing
	Project 3	Sewer Improvements: 53rd/Horton	$0	Ongoing
	Project 4	64th Street Trunk Storm Drain	$0	Earliest completion FY08-09
	Project 5	Master Storm Drain Improvements	unfunded	Unfunded- Future
	Project 6	Quiet Railroad Crossings	$70,000	Future

Objective J:	Improve Inadequate Public Facilities		
Project 1	Major Maintenance of City Facilities	$0	Ongoing
Project 2	Bay Water Emergency Pumping Station	$500,000	Future
Project 3	Public Works Corporation Yard Improvements	$300,000	Completion FY09-10
Project 4	Emery Station Public Parking / Transit Center	$3,000,000	Remediation to begin 2010
Project 5	Police Building Upgrade	$515,000	Design underway
Project 6	Recreation Department Facility	$0	Future
Project 7	Horton Park Landing and Lighting	$300,000	Completion FY09-10
Project 8	Park Avenue Park - Land (Railroad) Acquisition	$6,710,000	Future
Project 9	Community Garden at 48th St.	$0	
Project 10	Greenway at 59th St.		
Project 11	Vehicle Wash Station	$0	Future
Project 12	Performing Arts/Cultural Center	$6,945,600	Renovation to begin in 2009
Project 13	Recreation Facility: EUSD Lease	$1,500,000	Ongoing
Project 14	Emeryville Center of Community Life	$25,350,000	Completion 2011-2012
Project 15	Skateboard Park	$200,000	Future
Project 16	Recreation Facility: Pool	$250,000	Ongoing
Project 17	Civic Center Parking Structure	unfunded	Future
Project 18	Park Avenue West Parking Program	unfunded	Future
Project 19	Temescal Creek Park Improvements, Phase II	unfunded	Future
Project 20	Parking Program Phase I - On-street Paid Pkg	unfunded	Future
Project 21	Police Administration Building Reconstruction	$9,000,000	Construction to begin 2010
Project 22	Point Emery Improvements and Memorial	unfunded	Future
Project 23	South Bayfront Pedestrian-Bicycle Overcrossing	$13,960,000	Design underway
Project 24	Hollis Park at 45th Street	$20,000,000	Future
Project 25	Stanford Avenue Park Expansion	$100,000	FY 2011-12

Objective K:	Enhanced Physical Environment		
Project 1	Street Tree Program	$0	Ongoing
Project 2	Public Amenities / Clean City	$0	Ongoing
Project 3	Park Avenue Beautification - Phase I	$3,420,000	Completion Summer 2010
Project 4	East Emeryville Lighting Improvements	$85,000	Completion FY06-07
Project 5	Frontage Road Landscaped Median Installation	$0	Unfunded - Future
Project 6	Undergrounding Hollis/Powell to Nrthn City Limits	unfunded	Unfunded - Future
Project 7	Park Avenue Beautification - Phase II	unfunded	Unfunded - Future
Project 8	San Pablo Ave and Adeline Intersection Improve.	unfunded	Unfunded - Future
Project 9	Powell Street Light Replacement Program	unfunded	Unfunded - Future
Project 10	Shellmound Street Median Island	unfunded	Unfunded - Future

Table 4: Redevelopment Projects and Objectives for 2005-2009

Existing & Proposed Projects	Objectives Addressed by Program										
Residential Improvement/Rehabilitation Improvements	A	B	C	D	E	F	G	H	I	J	K
Magnolia Street Plaza	X						X				X
Concrete Buyback Program	X						X				X
Wrought Iron Fence Grant	X						X				X
Housing Rehabilitation Program	X						X				X
1054 45th Street - Concrete Buyback/Wrought Iron Fence Grant	X						X				X
4230 Adeline Street - Housing Rhablitation	X						X				X
Transportation Improvements	A	B	C	D	E	F	G	H	I	J	K
Bicycle Circulation Modifications		X									X
ADA Sidewalk and Curb Cut Improvements		X									
Pedestrian Safety Improvements		X									
Critical Circulation Improvements		X									
Greenway: Stanford Avenue to Berkeley City Limits		X		X	X					X	X
Emery Station Public Parking / Transit Center		X		X	X					X	X
Bus Shelters		X		X	X						X
Frontage Road Bicycle Path Improvements		X								X	
Horton Park Landing and Lighting		X									
South Bayfront Pedestrian/Bicycle Overcrossing		X								X	X
Ashby and Shellmound Interchange Improvements		X							X		
53rd Street - 55th Street Path		X									
Shellmound/Powell Street Bridge Improvements		X									
San Pablo Avenue/Adeline Intersection Improve.		X									X
Pedestrian/Bicycle Bridge over I-80 at 65th Street		X									
Storm Drain Reconstruction	A	B	C	D	E	F	G	H	I	J	K
Sewer Rehabilitation Program									X		
Sewer Improvements: 53rd/Horton									X		
64th Street Trunk Storm Drain									X		
Master Storm Drain Improvements									X		
City Facilities Improvements	A	B	C	D	E	F	G	H	I	J	K
Peninsula Emergency Pumping Station										X	X
Public Works Corporation Yard Improvements							X		X	X	X
Emery Station Public Parking / Transit Center		X		X	X					X	X
Recreation Department Facility						X				X	
Horton Park Landing and Lighting										X	X
Park Avenue Park - Land (Railroad) Acquisition											X
Community Garden at 48th Street			X							X	
Greenway at 59th Street										X	
Doyle Street Park											X
Vehicle Wash Station											X
Performing Arts/Cultural Center											X
Recreation Facility: EUSD Lease										X	
Marina Breakwater Permanent Replacement										X	
Rip Rap Installation										X	
Marina Navigation Channel Dredging										X	
Emeryville Center of Community Life							X			X	
Skateboard Park										X	
Recreation Facility: Pool										X	
Civic Center Parking Structure						X				X	X
Park Avenue West Parking Program						X					X
Temescal Creek Park Improvements, Phase II											X
Parking Program Phase I - On-Street Paid Parking						X				X	
Police Administration Reconstruction										X	
Point Emery Improvements and Memorial										X	
South Bayfront Pedestrian-Bicycle Overcrossing		X								X	X
Hollis Park at 45th Street											X
Stanford Avenue Park Expansion											X
Economic Development Projects & Programs	A	B	C	D	E	F	G	H	I	J	K
Land Assemblage and Development				X	X			X			
San Pablo Development Assistance	X		X		X			X			X
Marketplace Renovation/Expansion	X		X	X	X	X					X
Chiron Development Assistance				X	X						X
Pixar Development Assistance				X	X						X
Bay Street Site B			X	X	X						X
Façade Program/Business Retention Program						X	X				X
BRE Christie/Powell Project			X	X	X						X
Oaks Club Parking Development	X		X	X	X	X					X

EMERYVILLE REDEVELOPMENT AGENCY

UPDATE TO 2005-2014 TEN-YEAR AFFORDABLE HOUSING COMPLIANCE PLAN

Covering Period

January 2010 through December 2014

Adopted by the Emeryville Redevelopment Agency on December 1, 2009
Pursuant to Resolution RD74-09

HOUSING COMPLIANCE PLAN REQUIREMENTS

Housing Compliance Plan Law

In 1991 the California State Legislature adopted Assembly Bill 315 which added Subsection 33413(b)(4) to the California Health and Safety Code. AB 315 requires each redevelopment agency to adopt a plan demonstrating how the agency will comply with the affordable housing production requirements of the Code. The plan is often referred to as an AB 315 Plan.

In 1993 the Legislature adopted Assembly Bill 1290, a comprehensive redevelopment reform bill. One of the key provisions is the requirement that each agency prepare and adopt an overall Implementation Plan every five years which must be reviewed at a public hearing. Implementation Plans are further required to be updated between the second and third year of each five-year implementation plan cycle.

The Implementation Plan incorporates the AB 315 requirements for the housing portion of the redevelopment activities and establishes a time frame and process for the plan as a whole. AB 1290 also specifies additional requirements with respect to housing production compliance and expenditures of the Agency's 20% Housing Fund monies. As with existing law, AB 1290 also requires that the Plan be consistent with the City's Housing Element, which has its own time for adoption and amendment. The City of Emeryville adopted its 2009-2014 Housing Element in June 2009. The State of California has not yet certified the 2009-2014 Housing Element; however, certification of the element is expected to be completed by early spring 2010. The State of California deemed the City's previously adopted 2001 Housing Element to be in full compliance with State Housing Element Law in February 2002.

Initial Housing Compliance Plan Covering 1995-2004

In January 1995, the Emeryville Redevelopment Agency adopted its first 10-year Affordable Housing Compliance Plan (AB 315 Plan) in conjunction with the 1995-1999 Implementation Plan, pursuant to the California Health and Safety Code. California State law requires that the Housing Compliance Plan be amended at least every five years in conjunction with the five-year Implementation Plan cycle. The first AB 315 Housing Compliance Plan was prepared in 1995 and amended mid-cycle in January 1998. The Housing Compliance Plan was amended again in January 2000 and in June 2002 in conjunction with the 2000-2004 Implementation Plan.

Current Housing Compliance Plan Covering 2005-2014

In January 2005, the Agency adopted a new 10-year Affordable Housing Compliance Plan covering the 2005 through 2014 period, in conjunction with the adoption of a new 2005-2009 Implementation Plan. The Implementation Plan and Housing Compliance Plan were amended and adopted by the Emeryville Redevelopment Agency in October 2007.

Update to Housing Compliance Plan

This document represents an update to the Affordable Housing Compliance Plan for Emeryville for 2005-2014. It details housing implementation activities achieved in the prior planning period, from January 1995 through December 2004, housing activities completed during the first five years of the ten-year period from January 2005 through December 2009, and housing activities proposed for the remainder of the ten-year period from January 2010 through December 2014.

The Housing Compliance Plan has been prepared to meet the requirements of State law and to guide the Redevelopment Agency in its housing related activities for the remainder of the ten-year Housing Compliance Plan period.

Specifically, this report addresses the following sections of the California Health and Safety Code:

- Low and Moderate Income Housing Production Requirements (Section 33413)
- Replacement Housing Requirements (Section 33413)
- Twenty percent (20%) Housing Set Aside Fund Requirements (Section 33334.2 and 33334.6)
- Housing Fund Expenditure Targeting Requirements (Section 33334.4)

Assembly Bill 637

On January 1, 2002, Assembly Bill 637 took effect, changing a number of requirements for redevelopment agencies statewide. The bill was the result of lengthy negotiations between the California Redevelopment Association and housing advocates. A major change is AB 637's requirement to increase the minimum duration on affordability restrictions to 55 years for rental units and 45 years for ownership units for Housing Fund-assisted new and substantially rehabilitated units, replacement housing units and project area production units. In addition, AB 637 requires that the proportion of affordable housing developed for seniors through agency funds correlates with the percentage of seniors in that jurisdiction.

In May 2002, the Emeryville City Council adopted a revision to the City's Affordable Housing Set Aside Ordinance (Article 62 of Chapter 4 of Title 9 of the Emeryville Municipal Code) to increase the duration of its affordability covenants from 25 years to 45 years for ownership and 55 years for rental projects, in keeping with AB 637. This revision has allowed the Agency to count affordable units created through the Affordable Housing Set Aside Ordinance towards the State Community Redevelopment Law housing production requirements. The City's Affordability Agreements entered into with developers for ownership and rental projects require, respectively, 45- and 55-year affordability terms.

Emeryville Redevelopment Project Areas

There are two redevelopment project areas in Emeryville. The first project area was adopted in 1976 and is known as the "1976 Project Area." The second project area, the "Shellmound Project Area," was adopted in 1987.

The production requirements of AB 315 and AB 1290 pertain to each project area. Therefore, the production compliance data for Emeryville's two project areas are presented separately in this Housing Compliance Plan.

Housing Production Requirements

The Housing Compliance Plan must include a report on the Agency's performance in meeting the following Housing Production requirements, set forth in Section 33413 of the California Health and Safety Code.

- 30% of all Agency-built* housing must be for low or moderate income households. Half (50%) of these units must be for very low income households.

- 15% of all Non-Agency-(Private Sector) built* housing must be for low or moderate income households. 40% of these units must be for very low income households.

- These proportions are required on an aggregate basis for the project area(s), not project-by-project.

- If agencies have exceeded the housing production requirements within the Housing Compliance Plan's ten-year period, they may count the units that exceed the requirements towards the next ten-year period.

***Definitions**

Agency-Built Housing	=	Housing developments in which the Agency acts as the developer.
Non-Agency Private Built	=	Housing developments developed by the private sector (for-profit or non-profit)
Agency-Assisted Housing	=	Housing developments developed by the private sector that receives Agency funding.
Moderate Income Median	=	Annual Household Income between 81-120% of Area Income (AMI)
Low Income	=	Annual Household Income between 51-80% of Area Median Income (AMI)
Very Low Income	=	Annual Household Income of 50% or less of Area Median Income (AMI)

HOUSING PRODUCTION COMPLIANCE AS OF DECEMBER 31, 2004

California Community Redevelopment Law requires information on affordable housing compliance for each project area. Tables 1, 2 and 3 on the following pages detail the housing projects completed during the Agency's initial Housing Compliance Plan period of 1995 through 2004. During this period, 726 units were built in the 1976 Project Area and 528 units in the Shellmound Project Area, with the following affordability levels:

1976 Area
726 Total Units
- 152 Low/Mod Units (21% of total)
- 100 Very Low Income Units (14% of total)

Shellmound Area
528 Total Units
- 99 Low/Mod Units (19% of total)
- 1 Very Low Income Unit (< 1% of total)

As of December 31, 2004 (the end of this initial Ten-Year Housing Compliance Plan period), the Agency's housing compliance numbers were as follows:

Agency-Built Units

- A 4-unit surplus in *Agency-built* units affordable to low or moderate income households.
- A 1-unit deficit in *Agency-built* units affordable to very low income households.

Non-Agency-Built Units

- A 134-unit surplus in *Non-Agency-built* units affordable to low or moderate income households.
- A 26-unit surplus in *Non-Agency-built* units affordable to very low income households.

TABLE 1: 1976 PROJECT AREA - COMPLETED UNITS 1995-2004							
first ten-year Housing Compliance Plan period, 1995-2004							
Project Name	**Address**	**Tenure**	**Year comp-leted**	**Total Number of Units**	**Low/Mod Income Units**	**Very Low Income Units**	**Agency- or Non-Agency Built**
Christie Commons	5915 Christie	OWN	1994	22	0	0	Non-Agency
Temescal Lofts	1001 47th Street	OWN	1995	4	0	0	Non-Agency
Ocean Avenue Apartments	1265-69 Ocean	RENT	1996	6	0	6	Non-Agency
Bridgecourt Apartments	1325 40th Street	RENT	1997	220	67	22	Non-Agency
Ocean Avenue Lofts	Ocean/Doyle Streets	OWN	1997	5	2	0	Non-Agency
1258 & 1268 64th St. Affordable Condos	1258 64th Street	OWN	1998	5	5	0	Agency
Baybridge Apts.	1034/44 36th Street	RENT	1998	6	0	6	Non-Agency
Dollar Lofts	5950 Doyle Street	OWN	2000	20	0	0	Non-Agency
Avalon Senior Apts.	3850 San Pablo Ave.	RENT	2000	67	0	66	Non-Agency
Gateway Commons Townhouses	48th/San Pablo Ave.	OWN	2000	6	6	0	Non-Agency
Oliver Lofts	1200 65th Street	OWN	2002	50	10	0	Non-Agency
Bakery Lofts	1001 46th Street	RENT	2002	41	8	0	Non-Agency
Terraces at EmeryStation	5855 Horton Street	OWN	2002	101	20	0	Non-Agency
Elevation 22	1350 Powell Street	OWN	2004	71	14	0	Non-Agency
Andante Phase I	3998 San Pablo Ave.	OWN	2004	102	20	0	Non-Agency
TOTAL				***726***	***152***	***100***	

TABLE 2: SHELLMOUND PROJECT AREA - COMPLETED UNITS 1995-2004

first ten-year Housing Compliance Plan period, 1995-2004

Project Name	Address	Tenure	Year Comp-leted	Total Number of Units	Low/Mod Income Units	Very Low Income Units	Agency- or Non-Agency Built
Holden Live/Work	Holden Street	OWN	1997	1	0	0	Non-Agency
Emeryville Warehouse Lofts	1500 Park Ave	OWN	2000	141	26	0	Non-Agency
Liquid Sugar	1284 65th Street	OWN	2003	55	11	0	Non-Agency
The Courtyards	Hollis/65th Streets	RENT	2004	331	62	1	Non-Agency
TOTAL				***528***	***99***	***1***	

TABLE 3: HOUSING COMPLIANCE STATUS as of 12/31/2004

Previous Ten-Year Compliance Period, 1995-2004

		Low and Moderate Income Units			Very Low Income Units		
	Total Units Built	Required	Built	Surplus or (Deficit)	Required	Built	Surplus or (Deficit)
Agency-Built Units							
1976 Project Area	5	1	5	4	1	0	-1
Shellmound Project Area	0	0	0	0	0	0	0
TOTAL	**5**	**1**	**5**	**4**	**1**	**0**	**-1**
Non-Agency Built Units							
1976 Project Area	721	65	147	82	43	100	57
Shellmound Project Area	528	48	99	51	32	1	-31
TOTAL	**1,249**	**112**	**246**	**134**	**75**	**101**	**26**

PLAN FOR ACHIEVING HOUSING PRODUCTION COMPLIANCE 2005-2014

California Community Redevelopment Law requires a description of the ways in which the Agency intends to meet its housing production inclusionary requirements for very low income, low and moderate income housing during the ten-year Housing Compliance Plan period. During the remainder of the 2005-2014 Housing Compliance Plan period, the Agency will continue to work pro-actively with developers, both from the for-profit and non-profit sectors, to meet established inclusionary requirements.

PROJECT DESCRIPTIONS

This section provides a description of each housing development that includes an affordability component including: 1) those that have been completed in each of the Agency's redevelopment project areas between January 2005 and December 2009; 2) those that are under construction as of the date of this Plan; 3) those that have been approved (ie., received Planning Commission approvals); and 4) those that have been proposed to be completed between 2010 and 2014.

Included with each project description is the location of the project, the final or proposed number of units by affordability level, and the level of Agency assistance either provided or estimated to be provided from the Agency's Low and Moderate Income Housing Fund. All the projects described below are listed in Tables 4 and 5 following this section.

The following project descriptions do not cover projects that do not include an affordability component (such as those with fewer than 30 units, thereby not triggering the City's Affordable Housing Set Aside Ordinance). However, projects without an affordability component are included in Table 4 and Table 5 for purposes of calculating the Agency's housing production requirements.

1976 PROJECT AREA

AGENCY BUILT HOUSING PROJECTS

The Agency has not built or purchased any housing between 2005 and 2009 and does not plan to construct or purchase any housing in the 1976 Project Area during the 2010-2014 time period.

PRIVATE BUILT HOUSING PROJECTS WITH AGENCY ASSISTANCE

COMPLETED PROJECTS:

Project: City Limits **1165 67th Street** **$579,500**

This project consists of 92 ownership units, of which 31 units are located in Emeryville. Pursuant to an executed Agreement on Affordable Units, nine of the units located in Emeryville were set-aside for and sold at affordable levels to low and moderate income households. Four of the units were set aside for low income households, and five of the units were set aside for moderate income households. Downpayment assistance in the amount of $440,000 was appropriated for the four low income units through the Ownership Housing Assistance Program. In addition, downpayment assistance for moderate-income households was available through the First Time Homebuyer Program. *Completed 2005.*

Project: Green City Lofts **4050 Adeline Street** **$476,040**

This project consists of 62 ownership units, of which 31 units are located in Emeryville. Pursuant to an executed Agreement on Affordable Units, nine of the units located in Emeryville were set-aside for and sold at affordable levels to low and moderate income households. Three of the units were set aside for low income households, and six of the units were set aside for moderate income households. Downpayment assistance in the amount of $450,000 was appropriated for the three low income units through the Ownership Housing Assistance Program. In addition, downpayment assistance for moderate-income households was available through the First Time Homebuyer Program. *Completed 2006.*

Project: Andante Phase II **1121 40th Street** **$550,000**

This project was the second phase of the redevelopment of the former site of the King Midas card room at 40th Street and San Pablo Avenue. The first phase, which was completed in 2004, included 102 units, of which ten units were set aside at below market rate prices for low income households and ten units for moderate income households. Andante Phase II includes 23 ownership units. Pursuant to an executed Agreement on Affordable Units, five units were set aside for low income households. Downpayment assistance in the amount of $550,000 was appropriated for the five units through the Ownership Housing Assistance Program. *Completed 2006.*

Project: Artisan Walk **66th Street and San Pablo Avenue** **$260,475**

This project contains 72 ownership units, of which six are located in Emeryville. Pursuant to an executed Agreement on Affordable Units, five of the six Emeryville units were set-aside at below market rate prices to moderate income households, and the remaining Emeryville unit was offered at an affordable sales price to a low income household. Due to the low income sales price, it was not necessary to appropriate funds through the Ownership Housing Assistance Program. However, the low income purchaser utilized a $30,000 silent-second downpayment assistance loan through the CalHFA HELP Program managed by the City. Funding from the First Time Homebuyer Program was also available for the moderate income units. *Completed 2006.*

Project: Vue46 **1001 46th Street** **$492,690**

This project contains 79 ownership units, of which 47 are located in Emeryville. Pursuant to an executed Agreement on Affordable Units, six of the Emeryville units were set aside at below market rate prices to moderate income households, and three of the units were set-aside for low income households. Downpayment assistance in the amount of $330,000 was appropriated for the three low income units through the Ownership Housing Assistance Program. In addition, downpayment assistance for moderate-income households was available through the First Time Homebuyer Program. *Completed 2007.*

Project: Adeline Place **3801 San Pablo Avenue** **$4,447,500**

This project contains 36 ownership units, of which 13 are set aside for at below market rate prices to low and median income households. Three of the 13 units are set aside for low income households and 10 units are set aside for median income households. The Redevelopment Agency acquired the former Money Mart/Check Cashing property for redevelopment as a mixed use residential/retail project. The Agency entered into a Disposition and Development Agreement with the project developer and provided a land write-down, housing development grant, and housing development loan. *Completed 2009.*

Project: Oak Walk Single Family Homes Rehabilitation 1077-1085 41st Street $1,600,000
As part of its development approvals for the Oak Walk site located between 40th and 41st Street on San Pablo Avenue, the developer was required to relocate and renovate five older single family homes along 41st Street as for-sale housing for moderate income households. Through an Ownership Participation Agreement executed between the Agency and the developer, the Agency provided a $1.6 million housing development grant to the developer to fund a portion of the houses' renovation cost. *Completed 2009.*

Project: Oak Walk New Construction 4098 San Pablo Avenue $440,000
This project contains 53 ownership units. Pursuant to an executed Agreement on Affordable Units, four of the units are set aside at below market rate prices for low income households. Downpayment assistance in the amount of $440,000 was appropriated for the four low income units through the Ownership Housing Assistance Program. *Completed 2009.*

APPROVED PROJECTS:

Project: Magnolia Terrace 4001 Adeline Street $1,380,000 *(projected)*
The Oak Walk Project approvals required that the developer of that project relocate a four-plex which had been located on the development site at 1077 41st Street to an Agency-owned parcel located at the northwest corner of Adeline and 40th Streets. The Agency issued a Request for Proposals in 2008 and selected Housing Consortium of the East Bay (HCEB) to renovate the structure as affordable housing for developmentally disabled households. The Agency entered into an Exclusive Right to Negotiate Agreement with HCEB in December 2008 and intends to enter into a Disposition and Development Agreement in late 2009. The development received its Planning Approvals in April 2009. The structure will be fully renovated as five units and provide affordable rental housing to households with incomes that are 20 percent or less of the Area Median Income. Construction is expected to begin in spring 2010. *Estimated completion spring 2011.*

Project: Ambassador Apartments 1168 36th Street $11,000,000 *(projected)*
The Agency acquired the Ambassador Laundry property in July 2003 and has been in negotiations with Resources for Community Development to redevelop the site. After several years of delay resulting from litigation relating to the permanent billboard easement on the site, which was settled in November 2008, project negotiations resumed in late 2008. The Agency has entered into an Exclusive Right to Negotiate Agreement with RCD for the redevelopment of the site as an affordable, multi-family apartment development. The development expects to receive its Planning Approvals in December 2009 and the Agency is in negotiations with the developer on the Disposition and Development Agreement as of the date of this document. The developer will be seeking outside funding sources, including an allocation of Low Income Housing Tax Credits. Construction is expected to begin in early 2011. *Estimated completion 2012.*

Project: Christie Park Towers 6150 Christie Avenue $1,140,000 *(projected)*
This development has received approvals for 60 ownership units. Pursuant to an executed Agreement on Affordable Units, 12 units are set-aside for moderate and low income households, six of which are set aside for moderate income households and six of which are set aside for low income households. Downpayment assistance in the amount of $660,000 was appropriated for the low income units through the Ownership Housing Assistance Program. If the development is completed as a for-sale project, additional per unit assistance through OHAP could be required of

approximately $150,000 per unit, or $900,000 . In addition, downpayment assistance for moderate-income households would be available through the First Time Homebuyer Program. The project has been delayed for several years and construction has not begun. *Completion date: To be determined.*

PROPOSED PROJECTS:

Project: 36th/Adeline Parcels **3602 Adeline/1128 36th** **$500,000** ***(projected)***
The Agency purchased two parcels in 2000 for redevelopment as affordable housing. The parcels total 2,250 square feet and could potentially hold one to two residential units. The Agency intends to initiate housing activities on the site in spring 2010 through issuance of a Request for Proposals to developers to redevelop the site. *Estimated completion date: 2011.*

Project: Gateway/Equity Building Site NE Corner Powell/Christie **$5,080,000** ***(projected)***
This project is proposed to include 265 residential rental units. Pursuant to the City's Affordable Housing Set Aside Ordinance, this project would require 16 very low income units and 24 moderate income rental set-aside units. Through additional Agency financial assistance estimated at $5.28 million in Table 8, an additional 42 low income units could be provided as well as 22 additional moderate income units for a total of 46 moderate income units. The project has not started. *Estimated completion date: To be determined.*

Project: Marketplace Redevelopment Phase I - Shellmound Site **$4,160,000** ***(projected)***
This project is proposed to include 247 for-sale residential units. Pursuant to the City's Affordable Housing Set-Aside Ordinance, 20%, or 49 of these units, would be required to be set aside for moderate income households. In order to provide a deeper level of affordability in the project, options to reduce the overall inclusionary requirement in exchange for the provision of a combination of low and moderate income units, or an allocation of downpayment assistance to support the inclusion of some of these 49 units as affordable to lower income households, would be explored with the developer. Table 8 provides a subsidy estimate of $3 million to provide loans to 20 lower income households through the Ownership Housing Assistance Program. In addition, downpayment assistance for moderate-income households would be available through the First Time Homebuyer Program. Due to the downturn in the economy, condominium developments are not currently financeable; thus, Affordability Agreement negotiations have not begun. *Estimated completion date: To be determined.*

Project: Marketplace Redevelopment Phase I – 64th/Christie Site **$3,000,000** ***(projected)***
This project is proposed to include 217 rental residential units. Pursuant to the City's Affordable Housing Set-Aside Ordinance, 15%, or 32 of these units, would be required to be set aside for and affordable to very low and moderate income households, with 13 for very low income households, and 19 for moderate income households. A direct developer subsidy is contemplated for this development site to enable all inclusionary units to be offered at the very low income level. In order to provide a deeper level of affordability in the project, options to reduce the overall inclusionary requirement in exchange for the provision of a combination of low and moderate income units, or a provision of direct developer assistance in support of the very low income units, would be explored with the developer. Due to the downturn in the economy, and lack of availability of construction financing, the Affordability Agreement negotiations for this project have not begun. *Estimated completion date: To be determined.*

Project: 3706 San Pablo Avenue (Golden Gate Key Site) **$10,700,000** ***(projected)***
This development site previously received approvals for a 94-unit condominium development; however, the approvals have expired and the project did not begin due to the downturn in the economy. As of the date of this Plan, three of the five parcels on the site have been listed on the market by the construction lender for the project, since the original developers foreclosed on that portion of the site. The site could potentially be developed with 75 to 100 units of housing depending on the tenure of the units, development density, etc. Table 4 includes a projection for a 100% affordable rental development with 80 units, of which 38 units would be provided at the very low income level and 41 units at the low income level, with one market rate manager's unit. A funding projection of $10.7 million has been estimated in Table 8 to support the inclusion of these units. *Estimated completion date: To be determined.*

Project: Oaks Lot/B of A Lot Redevelopment (San Pablo/41st to 43rd) $2,280,000 ***(projected)***
This project would involve consolidation of parcels to accommodate up to 78 ownership residential units. Pursuant to the City's Affordable Housing Set-Aside Ordinance, 20%, or 16 of these units, would be required to be set aside for and affordable to moderate income households. Table 4 projects 24 BMR units through provision of additional Agency assistance. Through a provision of $1.8 million from the Ownership Housing Assistance Program, 12 out of the 24 BMR units could be reserved for and made affordable to lower income households. In addition, downpayment assistance for the 12 moderate-income households would be available through the First Time Homebuyer Program. No development plans have been submitted by the site owner for this site. *Estimated completion date: To be determined.*

PRIVATE BUILT HOUSING PROJECTS WITH NO PROJECTED AGENCY ASSISTANCE

COMPLETED PROJECTS:

Project: Avenue 64 **6335 Christie Avenue** **No Agency Assistance**
This project contains 224 rental units. Pursuant to an executed Agreement on Affordable Units, the project contains eight units set aside for and affordable to low income households, and 15 units set aside for and affordable to moderate income households. *Completed 2007.*

APPROVED PROJECTS:

Project: 39th/Adeline Apartments **1041-43 Yerba Buena** **No Agency Assistance Contemplated**
This project will contain 101 rental units, of which 80 are located in Emeryville. Pursuant to the City's Affordable Housing Set Aside Ordinance, 15% of the Emeryville units, or 7.5% of the total project units, whichever is greater, would be required to be set aside for moderate and very low income households (9% and 6%, respectively). The proposed development would require 12 set-aside units, of which 7 would be set aside for moderate income households and 5 for very low income households. *Estimated completion date: To be determined.*

Project: Papermill Mixed Use **1255 Powell Street** **No Agency Assistance Contemplated**
This project is proposed to include 173 residential units. Pursuant to the City's Affordable Housing Set-Aside Ordinance, 15%, or 26 of these units, would be required to be set aside for and affordable to very low and moderate income households, with 10 for very low income households, and 16 for moderate income households. Due to the downturn in the economy, and lack of availability of

construction financing, the Affordability Agreement negotiations for this project have not begun. *Estimated completion date: To be determined.*

TABLE 4: 1976 PROJECT AREA
COMPLETED AND PROJECTED HOUSING UNIT PRODUCTION
AGENCY ASSISTED & PRIVATE PROJECTS
Current Ten-Year Compliance Period, January 2005-December 2014

Project Name	Address	Tenure	Total Number of Units	Low/Mod Income Units	Very Low Income Units	Status as of 12/31/09
CityLimits Townhomes	1165 67th Street	OWN	31	9	0	Completed 2005
Green City Lofts	4050 Adeline	OWN	31	6	0	Completed 2006
Key Route Lofts	Adeline & 40th	OWN	22	0	0	Completed 2006
Andante Phase II	3998 San Pableo Ave	OWN	23	5	0	Completed 2006
Artisan Walk	66th/Vallejo	OWN	6	6	0	Completed 2006
Vue46 Lofts	Adeline/46th	OWN	47	9	0	Completed 2007
Avenue 64 Apts	6335 Christie Avenue	RENT	224	23	0	Completed 2007
Icon at Doyle	Stanford/Doyle	RENT	27	0	0	Completed 2007
Salem Manor	4333 Salem Street	OWN	3	0	0	Completed 2008
Adeline Place	3801 San Pablo	OWN	36	13	0	Completed 2009
Oak Walk Single Family	1077-1085 41st Street	OWN	5	5	0	Completed 2009
Oak Walk Condos	San Pablo/40th	OWN	53	4	0	Completed 2009
Magnolia Terrace	4001 Adeline	RENT	5	0	5	Projected completion in 2011; approved
Vallejo Gardens	6315 Vallejo	OWN	3	0	0	Projected completion in 2011; approved
36th/Adeline Agency Parcels	3602 Adeline	OWN	2	2	0	Tentative project for RFP issuance 2010; completion 2011
Baker Metal Live Work & Townhouses	1265 65th Street	OWN	27	0	0	Proposed project; projected completion in 2012
Ambassador Apartments	1168 36th	RENT	69	0	68	Projected completion in 2012; approved
San Pablo Townhouses	4520 San Pablo	OWN	29	0	0	Approved but not started; projected completion in 2012
Bakery Lofts IV	53rd/Adeline	RENT	18	0	0	Projected completion in 2012; approved
39th/Adeline Apartments	1041-43 Yerba Buena; 3906-08 Adeline	RENT	80	7	5	Projected completion in 2012; approved; AHSA Rent levels
Papermill Mixed Use	1255 Powell	RENT	173	16	10	Projected completion in 2012; approved; AHSA Rent levels
Marketplace Redevelopment Phase I-Shellmound Site	Shellmound/Christie	OWN	247	49	0	Proposed project; would be subject to AHSA but additional Agency assistance contemplated; projected completion in 2013
Marketplace Redevelopment Phase I-64th/Christie Site	64th/Christie	RENT	217	0	34	Proposed project; would be subject to AHSA but additional Agency assistance contemplated; projected completion in 2013
Golden Gate Key Building Site Redevelopment	3706 San Pablo	TBD	80	39	40	Tentative project; would be subject to AHSA but additional Agency assistance contemplated; 2013.
MAZ Site Redevelopment	3800 San Pablo	TBD	80	7	5	Tentative project; would be subject to AHSA for rental project
Gateway/Equity Bldg Site	NE Powell/Christie	RENT	265	88	16	Tentative project; would be subject to AHSA but additional Agency assistance contemplated; 2013.
Oaks Lot/B of A Site Redevelopment	San Pablo/between 41st/43rd	OWN	78	24	0	Tentative project; would be subject to AHSA but additional Agency assistance contemplated; 2013.
Christie Park Towers	6150 Christie	OWN	60	12	0	Approved but not started; projected completion in 2013
TOTAL			**1941**	**324**	**183**	

SHELLMOUND PROJECT AREA

AGENCY BUILT HOUSING PROJECTS (SHELLMOUND)

The Agency has not built or purchased any housing between 2005 and 2009 and does not plan to construct or purchase any housing in the Shelllmound Project Area during the 2010-2014 time period.

PRIVATE BUILT HOUSING PROJECTS WITH AGENCY ASSISTANCE

COMPLETED PROJECTS:

Project: Windsor Apartments at Bay Street (formerly Metropolitan Apartments) $4,800,000
This major mixed-use commercial, entertainment, and residential development contains a 95-unit market rate condominium development (Bay Street One) and a 284-unit rental development (Windsor Apartments at Bay Street). Fifty-seven (20%) of the rental units are set-aside for and affordable to very low income households through a long-term Regulatory Agreement. The apartment development received $4.8 million in Agency development assistance to support the very low income affordable units, of which $3.8 million was an on-going commitment of tax increment and $1 million was a housing development grant. In December 2007, the Agency approved a sale of the apartment development to a new owner, at which point the $1 million housing grant was refunded to the Agency and the Agency was relieved of its on-going obligation to provide on-going tax increment. *Completed in 2006.*

Project: Glashaus Lofts 65th and Hollis Streets $2,480,000
This development includes 145 ownership units and was completed in two phases. The townhome phase was completed in 2006 and the podium phase was completed in 2008. Of the total development units, 29 are set aside as affordable to moderate, low, and very low income households. Pursuant to an executed Agreement on Affordable Units, 18 of the project units are affordable to moderate income households, 6 units are affordable to low income households, and 5 units are affordable to very low income households. Downpayment assistance in the amount of $1,760,000 was appropriated for the 11 low and very low income units through the Ownership Housing Assistance Program. In addition, downpayment assistance for the 18 moderate-income households has been available through the First Time Homebuyer Program. *Completed in 2006/2008.*

PROPOSED PROJECTS:

Project: Black and White Mixed Use – 40th/San Pablo (NW corner) $1,900,000 (projected)
This project site could potentially include 52 ownership housing units, which would require the inclusion of 10 units affordable to moderate income households (20% of total) pursuant to the City's Affordable Housing Set Aside Ordinance if the project is developed as for-sale housing. Through the provision of Agency financial assistance, additional BMR units and deeper affordability levels could be supported. Table 5 includes 52 units, with 20 units reserved at the low and moderate income levels. Funding is appropriated in the City's current Capital Improvement Plan (CIP) in the amount of $1.7 million as a development subsidy for the project, although no development plans have been submitted by the site owner and the funding appropriation could be adjusted in the next CIP update. Table 8 provides a subsidy estimate of $1.9 million to provide loans to 20 households

through the Ownership Housing Assistance Program and First Time Homebuyers Program. *Estimated completion date: To be determined.*

Project: Sherwin Williams Mixed Use **Horton Street** **$6,540,000 *(projected)***
This project could potentially include 250 ownership housing units, which would require the inclusion of 50 units affordable including 50 units affordable to moderate income households pursuant to the City's Affordable Housing Set Aside Ordinance. Through the provision of Agency financial assistance, additional BMR units and deeper affordability levels could potentially be supported. Table 5 includes 250 units, with 81 units reserved at the moderate and lower income levels. Downpayment assistance in the amount of $4.5 million is proposed to be appropriated so that 30 of the BMR units could be reserved for lower income households through the Ownership Housing Assistance Program. In addition, downpayment assistance for moderate-income households would be available through the First Time Homebuyer Program. Table 8 includes an overall projection of $6.54 million needed to support this affordability component. No project plans have been submitted. *Estimated completion date: To be determined.*

PRIVATE BUILT HOUSING PROJECTS WITH NO PROJECTED AGENCY ASSISTANCE

COMPLETED PROJECTS:

Project: Icon at Park Apartments **1401 Park Avenue** **No Agency Assistance**
This project includes of 53 rental units, of which 3 are affordable to very low income households pursuant to an approved and executed Agreement on Affordable Units. *Completed 2007.*

TABLE 5: SHELLMOUND PROJECT AREA

COMPLETED AND PROJECTED HOUSING UNIT PRODUCTION
AGENCY ASSISTED & PRIVATE PROJECTS
Current Ten-Year Compliance Period, January 2005-December 2014

Project Name	Address	Tenure	Total Number of Units	Low/Mod Income Units	Very Low Income Units	Status as of 12/31/09
Windsor at Bay Street Apts	5684 Bay Street	RENT	284	0	57	Completed 2006
Bay Street One Condos	Bay Street/Shellmound	OWN	95	0	0	Completed 2006
Blue Star Corner	Hubbard/Sherwin Williams Way	OWN	20	0	0	Completed 2006
Glashaus Lofts	65th/Hollis	OWN	145	24	5	Townhomes completed 2006; Podium completed 2008
Icon at Park Apartments	1401 Park	RENT	54	0	3	Completed 2007
AgeSong Assisted Living	4050 Horton	RENT	28	0	0	Under construction; completion early 2010
Black & White Mixed Use	San Pablo/40th	TBD	52	20	0	Tentative project; would be subject to AHSA but additional Agency assistance contemplated; 2013.
Sherwin Williams Redevelopment	Horton Street	TBD	250	81	0	Tentative project; would be subject to AHSA but additional Agency assistance contemplated; 2013.
TOTAL			**928**	**125**	**65**	

HOUSING PRODUCTION COMPLIANCE THROUGH DECEMBER 31, 2014

Table 6 below summarizes the Agency's housing compliance status as of December 31, 2014. It includes carry-over units from the previous ten-year period of 1995-2004 since there were surpluses in the aggregate for Low/Mod housing units (138-unit surplus) and Very Low income housing units (25-unit surplus).

TABLE 6: HOUSING COMPLIANCE STATUS as of 12/31/2014

Current Ten-Year Compliance Period, 2005-2014

		Low and Moderate Income Units			Very Low Income Units		
	Total Units Built	**Required**	**Built**	**Surplus or (Deficit)**	**Required**	**Built**	**Surplus or (Deficit)**
Agency-Built Units							
1976 Project Area	0	0	0	0	0	0	0
Shellmound Project Area	0	0	0	0	0	0	0
TOTAL	**0**	**0**	**0**	**0**	**0**	**0**	0
Non-Agency Built Units							
1976 Project Area	1941	175	324	149	116	183	67
Shellmound Project Area	928	84	125	41	56	65	9
TOTAL	**2,869**	**258**	**449**	**191**	**172**	**248**	**76**
Carryover Surplus Units as of 12/31/2004		*Previous Ten-Year Compliance Period 1995-2004*					
		Low and Moderate Income Units			**Very Low Income Units**		
Surplus Units for Agency & Non-Agency-Built Housing				**138**			**25**
TOTAL PROJECTED SURPLUS UNITS as of 12/31/2014				**328**			**101**

Agency-Built Units

There are no surpluses or deficits with respect to Agency-built housing, since the Agency has not built and does not plan to build or purchase any housing units during the current 2005-2014 period.

Non-Agency Private Sector Built Units

Based on 2005-2014 housing production alone, there is a 191-unit surplus in units affordable to low and moderate income households, and a 76-unit surplus in units affordable to very low income households. With the carryover of surplus units from the 1995-2004 period, the Agency's projected housing production compliance at the end of 2014 will be as follows:

- A 328-unit surplus in units affordable to low or moderate income households
- A 101-unit surplus in units affordable to very low income households.

The above summary indicates that the Agency expects to exceed its redevelopment housing production requirements set forth by California State law. The Agency meets or exceeds its housing

production requirements when the low and moderate income unit production is aggregated between the two project areas as permitted by Section 33413(b)(2)(A)(v) of the Health and Safety Code.

HOUSING FUND RESOURCES AND EXPENDITURES

California Redevelopment law requires a redevelopment agency to set aside at least 20% of all tax increment revenues generated in its project areas into a separate Low and Moderate Income Housing Fund (LMIHF). These funds must be used for the purpose of increasing, improving or preserving the supply of low and moderate income units within the community. To meet these objectives, agencies may expend funds on land acquisition, building acquisition, construction of new units, on- and off-site improvements, rehabilitation of existing units, a portion of principal and interest payments on bonds, loans and subsidies to buyers or renters, and other programs that meet the stated objectives.

This section of the Plan summarizes the Agency's existing and expected Housing Fund resources, and how those resources will be expended to meet housing goals during the 2005 through 2014 planning period.

Housing Resources

As summarized in Table 7 below, the Agency is projected to have total housing resources during the 2005-2014 Housing Compliance Plan period of about $56.7 million. This includes a projected bond sale in late 2010/early 2011 totaling $25.5 million. The table also includes an anticipated "take" of $11.3 million from Agency housing funds by the State of California in May 2010 which is intended to shift local funds to the State budget to address its budget deficit.

TABLE 7
EMERYVILLE REDEVELOPMENT AGENCY
LOW AND MODERATE INCOME HOUSING RESOURCES

FUNDING SOURCE	AMOUNT
Housing Capital Fund - Fund 482	7,900,000
2001 Taxable Bond - Fund 460	419,000
2004 Tax-exempt Housing Bond - Fund 468	16,555,644
State of California CalHOME Funds	1,900,000
CalHFA HELP Funds	1,500,000
EmeryBay II Ground Lease Sale	5,700,000
First Time Homebuyer Revolving Fund	5,194,000
Investment Earnings (2005-2009)	3,358,000
2010/2011 Bond Sale (Projected)	25,500,000
Less State SERAF Take	(11,300,000)
Total	**56,726,644**

Housing Expenditures

Redevelopment agencies may expend funds on a variety of housing-related activities to meet housing objectives. In addition to providing funding for specific housing developments, Agency housing resources are also used to fund various housing programs and cover other related expenses to further the goals of affordable housing in the project areas. Table 8 on the following page summarizes the project-related expenditures that are set forth in the Project Descriptions section for the 1976 Project Area and the Shellmound Project Area. Table 8 aggregates the projects and the projected resources available to fund the projects.

Based on the funding projections shown in Table 8, at the affordability levels projected in this Housing Compliance Plan, there is a deficit of approximately $2.2 million in Agency funding if the proposed developments are developed at the affordability levels shown and with the Agency subsidy levels projected. Thus, some of the projects could not be funded at these levels and would require outside funding leveraging.

Section 33334.4(a) of the California Health and Safety Code

Section 33334.4(a) of the California Health and Safety Code states that it shall be the policy of each agency to expend the monies in its Low and Moderate Income Housing Fund to assist housing for persons of low and very low income in at least the same proportion as the total of housing units needed for those income groups within the community, as determined through the Regional Housing Need Allocation (RHNA) process (Govt. Code Section 65584).

On March 20, 2008, the Association of Bay Area Governments (ABAG), the Council of Local Government for the nine-County Bay Area region, approved the final housing need allocation for the RHNA for each jurisdiction in the Bay Area for the July 1, 2006 through June 30, 2014 period. Emeryville's allocation for this period is 1,137 units, broken down by income category as shown below.

Very low income units:	186	(16.4% of total)
Low income units:	174	(15.3% of total)
Moderate income units:	219	(19.3% of total)
Above-moderate income units:	558	(49.0% of total)
TOTAL:	**1,137 units**	

Table 8 includes a calculation of the Agency's housing expenditures with respect to very low and low income housing in relationship to the RHNA for the very low and low income categories.

- Very low income units represent 16% of the RHNA assigned to Emeryville for the 2006-2014 period while the Agency's expenditures for this income category represent **39%** of total projected Agency spending over the ten-year Housing Compliance Plan period.
- Low income units represent 15% of the RHNA assigned to Emeryville for the 2006-2014 period while the Agency's expenditures for this income category represent **41%** of total projected Agency spending over the ten-year Housing Compliance Plan period.

A list of housing projected to be completed during the 2006-2014 RHNA period in Emeryville, by income level, is included at the end of this Plan as Table 11. This list coincides fairly closely with the ten-year time frame of the Housing Compliance Plan. However, not included in Table 11 are projects for which building permits were pulled June 2006 or earlier, because those projects were measured against the prior RHNA period of January 1999 through June 2006. **The affordability level projections shown in Table 11 are consistent with those shown in Tables 4, 5, and 8 of this Housing Compliance Plan, and show 100% achievement of each of the very low, low, and moderate income goals set forth in the RHNA for Emeryville.**

TABLE 8

2005-2014 HOUSING COMPLIANCE PLAN -- COMPLETED AND PROJECTED EXPENDITURES (see note below)

FUNDING RESOURCES AVAILABLE 2005-2014

Housing Capital Fund - Fund 482	7,900,000	
2001 Taxable Bond - Fund 460	419,000	Includes interest income earned over two years
2004 Tax-exempt Housing Bond - Fund 468	16,555,644	Bond Proceeds
State of California CalHOME Funds	1,900,000	Low Income Mortage Assistance
CalHFA HELP Funds	1,500,000	Low Income Mortage Assistance
EmeryBay II Ground Lease Sale	5,700,000	April 2007 Ground Lease Sale Proceeds
First Time Homebuyer Revolving Fund	5,194,000	$220K annual + loan repayments
Investment Earnings (2005-2009)	3,358,000	Interest income for bond proceeds
2010/2011 Bond Sale (Projected)	25,500,000	Projected for late 2010/early 2011
Less SERAF Take May 2010 (Projected)	(11,300,000)	
Total	**56,726,644**	

1976 PROJECT AREA	Completion Year	Agency Assisted Units: Total	Very Low	Low	Moderate	Market	Agency Assistance by Income Category: Very Low	Low	Moderate	Total	
CityLimits	2005	31	0	4	5	22	$ -	$ 440,000	$ 139,500	$ 579,500	Ownership; homebuyer assistance for low and moderate income units
Green City Lofts	2005	31	0	3	3	25	$ -	$ 450,000	$ 26,040	$ 476,040	Ownership; homebuyer assistance for low and moderate income units
Andante Phase II	2006	23	0	5	0	18	$ -	$ 550,000	$ -	$ 550,000	Ownership; homebuyer assistance for low income units
Artisan Walk	2006	6	0	1	5	0	$ -	$ 30,000	$ 230,475	$ 260,475	Ownership; homebuyer assistance for low and moderate income units
Vue46	2007	45	0	3	6	36	$ -	$ 330,000	$ 162,690	$ 492,690	Ownership; homebuyer assistance for low income units
Adeline Place	2009	36	0	3	10	23	$ -	$ 1,344,920	$ 3,102,080	$ 4,447,000	Ownership; development subsidy
Oak Walk Single Family Houses	2009	5	0	0	5	0	$ -	$ -	$ 1,600,000	$ 1,600,000	Ownership; development subsidy
Oak Walk Condominiums	2009	53	0	4	0	49	$ -	$ 440,000	$ -	$ 440,000	Ownership; homebuyer assistance for low income units
Magnolia Terrace	2011	5	5	0	0	0	$ 1,380,000	$ -	$ -	$ 1,380,000	Rental; development subsidy; projected amount
36th/Adeline Agency Parcels	2011	2	0	0	2	0	$ -	$ -	$ 500,000	$ 500,000	Ownership; development subsidy
Ambassador Apartments	2012	69	69	0	0	0	$ 11,000,000	$ -	$ -	$ 11,000,000	Rental; development subsidy; projected amount
Christie Park Towers*	2013	60	0	6	6	48	$ -	$ 900,000	$ 240,000	$ 1,140,000	Ownership; homebuyer assistance for low and moderate income units
Marketplace Redevelopment Phase I-Shellmound Site (Note 1)	2013	247	0	20	29	198	$ -	$ 3,000,000	$ 1,160,000	$ 4,160,000	Ownership; homebuyer assistance for low and moderate income units
Marketplace Redevelopment Phase I-64th/Christie Site (Note 2)	2013	217	34	0	0	183	$ 3,000,000	$ -	$ -	$ 3,000,000	Rental; development subsidy on BMR units above amount required per AHSA
Golden Gate Site Redevelopment (3706 San Pablo) (Note 2)	2013	80	38	41	0	1	$ 6,600,000	$ 4,100,000	$ -	$ 10,700,000	Rental; development subsidy on BMR units above amount required per AHSA
Oaks Lot/B of A Site Redevelopment (Note 1)	2013	78	0	12	12	54	$ -	$ 1,800,000	$ 480,000	$ 2,280,000	Ownership; homebuyer assistance for low and moderate income units
Gateway/Equity Building Site (BRE) (Note 2)	2013	265	16	42	46	161	$ -	$ 4,200,000	$ 880,000	$ 5,080,000	Rental; development subsidy on BMR units above amount required per AHSA

SHELLMOUND PROJECT AREA										
Glashaus Lofts	2006 & 2008	145	5	6	18	116	$ 1,100,000	$ 660,000	$ 720,000	$ 2,480,000	Ownership; homebuyer assistance for low and moderate income units
Black/White Mixed-Use (Note 1)	2013	52	0	10	10	32	$ -	$ 1,500,000	$ 400,000	$ 1,900,000	Ownership; homebuyer assistance for low and moderate income units
Sherwin Williams Residential (Note 1)	2013	250	0	30	51	169	$ -	$ 4,500,000	$ 2,040,000	$ 6,540,000	Ownership; homebuyer assistance for low and moderate income units
GRAND TOTAL EXPENDITURES							**$ 23,080,000**	**$ 24,244,920**	**$ 11,680,785**	**$ 59,005,705**	

TOTAL UNITS BUILT OR PROJECTED	**Total**	**Very Low**	**Low**	**Moderate**	**Market**
	1,700	167	190	208	1,135
H&S SECTION 33334.4(a) REQUIREMENTS (NOTE 3)					
ABAG 2006-2014 Regional Housing Need Allocation	1137	186	174	219	558
ABAG Goals by Income Level	100%	16%	15%	19%	49%
% Expenditures by Affordable Income Category		39%	41%	20%	

	FUNDING SURPLUS/(DEFICIT)	**$ (2,279,061)**

General Note: This table compares the proportion by income category of 2005-2014 Housing Implementation Plan expenditures to the regional fair share housing goals per state law. Cuurent regional ABAG goals are for the time period of 2007-2014. This table excludes housing projects that are not subject to City Affordable Housing Set Aside ordinance and are not receiving Redevelopment Agency assistance.

NOTE 1: Ownership development subsidy estimated. Exact amount of funding needed for Moderate Income First Time Homebuyer Program loans unknown. Estimate used of $40,000/unit. OHAP Loans estimated based on $150,000/unit; Very Low Income OHAP loans based on $250,000/unit.

NOTE 2: Rental development subsidy estimated. Very low income subsidy/unit - $200,000; low income subsidy/unit - $100,000; moderate income subsidy/unit - $40,000.

NOTE 3: Allocation of L&M Funds must be in at least same proportion (%) as ABAG fair share proportion (%) by income category for Very Low Income and Low Income categories. Emeryville Redevelopment Agency funding allocation meets this requirement.

HOUSING PROGRAMS

The Redevelopment Agency administers the programs listed below to promote the development and preservation of housing affordable to low and moderate income persons.

First Time Homebuyers Program
The First Time Homebuyers (FTHB) Program provides down payment assistance through low-interest, deferred payment second mortgages to moderate income home buyers purchasing a home in Emeryville. The program provides 1.5 times the buyer's down-payment amount, up to 15% of the cost of the home; the amount of the loans therefore varies between units. The Agency allocates $220,000 annually of new funds to the program, and loan repayments are put into a revolving fund to support new loans. This level of expense is expected to continue during the remaining half of the 2005-2014 Housing Compliance Plan period. The loans through the FTHB Program are made on both Below Market Rate (BMR) units designated for Moderate Income households (set-aside through the City's Affordable Housing Set-Aside Ordinance), and on market-rate units.

Ownership Housing Assistance Program
The Ownership Housing Assistance Program (OHAP) provides down-payment assistance through low-interest, deferred payment second mortgages to low and very low income households purchasing BMR units set-aside in for-sale developments pursuant to the City's Affordable Housing Set Aside Ordinance. Buyers are required to make a 3% down-payment and obtain a first mortgage based on their household income. The Agency's loan fills the gap between the down-payment and the first mortgage loan. This program is targeted to low income and very low income buyers. For low income buyers, the maximum loan amount is $110,000; for very low income buyers, the maximum loan amount is $220,000. Agency Low/Mod Income Housing Funds are supplemented with funds through from both the State CalHome Program and the CalHFA HELP Program to provide the Agency's downpayment assistance loans at these levels. The CalHome Program is also available for use by lower income purchasers of market-rate units within the City. Table 9 on the following page shows OHAP expenditures from 2005 through 2009, and projected OHAP expenditures from 2010 through 2014.

Homebuyer Program Summary - Overall, during the FY08/09 program year, 26 homebuyer households were provided downpayment assistance loans through the FTHB Program and OHAP. City's Homebuyer Programs (including OHAP described below), of which 7 households purchased market rate units, 4 households purchased BMR resale units, and 17 households purchased new BMR units. The 7 households purchasing market rate units were assisted with an average loan amount of $53,197 from the City, and 9 households purchasing Moderate Income-designated BMR units had an average loan of $42,035. Ten households purchased BMR units using OHAP loans – 7 low income households obtained loans of $110,000 each and three very low income households obtained loans of $220,000 each, for a total of $1,430,000 in OHAP loans made during FY08/09.

TABLE 9
OWNERSHIP HOUSING ASSISTANCE PROGRAM EXPENDITURES PROJECTION

Project Name	# Low Income units	OHAP $	Project Status	Completed Year
Expenditures through 12/31/09:				
City Limits	4	$ 440,000	Completed	2005
Green City Lofts	3	$ 450,000	Completed	2006
Andante Phase II	5	$ 550,000	Completed	2006
Artisan Walk	1	$ 30,000	Completed	2006
Vue46	3	$ 330,000	Completed	2007
Glashaus Lofts	11	$ 1,760,000	Completed	2006/2008
BMR Resales	9	$ 847,000	Completed	2007-2009
Adeline Place	3	$ 240,000	Completed	2009
Expenditures:	**39**	**$ 4,647,000**		
Projected Expenditures 2010-2014				
Oak Walk Condos	3	$ 440,000	Completed	2009
BMR Resales	15	$ 1,650,000	n/a	2010-2014
Market Rate Units*	6	$ 390,000	n/a	2010-2011
Christie Park Towers**	6	$ 900,000	Project not started	2013
Marketplace Shellmound Site**	20	$ 3,000,000	Project not started	2013
Black & White Mixed Use**	10	$ 1,500,000	Project not started	2013
Sherwin Williams Mixed Use**	25	$ 3,750,000	Project not started	2013
Oaks/B of A Site**	8	$ 1,200,000	Project not started	2013
Projected Expenditures:	**93**	**$ 12,830,000**		
Total OHAP Expenditures 2005-2014		**$ 17,477,000**		

* CalHome funds may be used to assist lower income purchasers of market rate units.

** Projects assuming average OHAP loan at $150,000.

Housing Rehabilitation Program

This program offers owners low-interest or deferred payment loans for major rehabilitation and seismic retrofitting, and grants for minor home repairs, accessibility needs, and exterior painting and clean up. Loans are also made available to rental property owners through Rental Limitation Agreements assuring rental units remain affordable for fifteen years. The program receives an annual allocation of approximately $50,000 from the federal Community Development Block Grant Program, as well as program income from repaid rehabilitation loans, and an annual allocation of $290,000 in Redevelopment Agency funds. In the FY08/09 program year, 8 grants and 1 loan were provided through the Rehabilitation Program. The average grant amount was $50,000 and the average loan amount was $12,376. There were 8 properties that participated in the Concrete Buyback and Wrought Iron Fence Grants in FY08/09. The total spent on this program was $135, 201; $53,375 in fencing grants and $81,826 in landscape grants.

OTHER EXPENSES

Administration **$646,000 annually**

The Agency currently transfers funds from the Housing Fund to cover administrative staff and other expenses required to support the housing program. This level of expense is expected to continue over the 2005-2014 Housing Compliance Plan period.

Bond Debt Service **$3,117,000 annually**

This amount pays for the debt service on outstanding housing bonds that the Agency issues to finance the above projects.

HOUSING EXPENDITURES FOR NON-SENIOR HOUSEHOLDS

Section 33334.4(b) establishes the policy that each redevelopment agency will spend a certain amount of its Low and Moderate Income Housing Funds (LMIHF) to assist housing that is available to all persons regardless of age. This policy is designed to discourage the disproportionate production of senior housing. The policy requires that LMIHF funds be spent to assist housing that is available to all persons regardless of age in at least the proportion as the population under the age of 65 bears to the total population of the entire city population.

According to the 2000 U.S. Census, persons 65 and older comprised 8.7% of the City's population (6,882 persons) and persons under the age of 65 comprised 91.3% of Emeryville's population. Over the 2010-2014 Implementation Plan period, the Emeryville Redevelopment Agency is required to spend at least 91.3% of its LMIHF to assist housing that is available to all persons regardless of age, and no more than 8.7% on senior housing. No housing developments that the Agency projects to assist with financing during the 2010 through 2014 Implementation Plan period are planned to be restricted to seniors 65 and older. The Agency will therefore be in compliance with Section 33334.4(b).

HOUSING AFFORDABILITY

Section 50052.5 and 50053 establish affordability housing costs and rent, respectively, for very low, lower, and moderate income households. Based on annually adjusted income limits from HUD, the State of California Housing and Community Development Department provides information on area median income. The City's Housing Affordability Table for Year 2009 is found as Table 10. The table shows the affordable sales prices and rents by Moderate, Low, and Very Low Income levels pursuant to State law.

Table 10
CITY OF EMERYVILLE
HOUSING AFFORDABILITY TABLE: MAXIMUM SALES PRICES AND RENTS**
2009 Program Year (table updated on 4/28/09)

Pursuant to the City of Emeryville
Affordable Housing Set Aside Program Ordinance

Requires Ownership projects of 30+ units to include 20% of project units at moderate income. Requires Rental projects of 30+ units to include 6% of project units at very low income and 9% at moderate income.

ASSUMPTIONS:	
Interest Rate	7.00% Annual
Monthly interest ra	0.58% Monthly
Mortgage Term	360 months
Downpayment	15%

		PMI not required to be included for purposes of calculating maximum allowable housing costs.
PMI rate:	0.0052	

Area Median Income (AMI)	1 person	2 person	3 person	4 person
	$62,500	$71,450	$80,350	$89,300

MODERATE INCOME HOUSEHOLDS: 120% Area Median Income

HOUSEHOLD SIZE		1 person	2 person	3 person	4 person
UNIT SIZE		Studio	1 Bedroom	2 Bedroom	3 Bedroom
Annual Income		$75,000	$85,700	$96,450	$107,150
Amount Available for Housing=					
35% of 110% of AMI*		$2,005	$2,292	$2,578	$2,865
Mortgage		$1,364	$1,561	$1,757	$1,976
Prop.Tax	0.001	$241	$276	$311	$349
Condo Fee/Dues		$300	$350	$400	$425
Utilities/Maint.		$100	$105	$110	$115
PMI	0.0052				
MORTGAGE		$205,021	$234,671	$264,116	$296,959
AFFORDABLE SALES PRICE		**$241,201**	**$276,083**	**$310,725**	**$349,364**
GROSS AFFORDABLE RENT		**$1,719**	**$1,965**	**$2,210**	**$2,456**

NOTE: Gross affordable rent is equal to 30% of 110% of AMI and includes the total of monthly payments for a rental including a reasonable allowance for utilities and any service charges or fees required of tenants. Utility allowance and charges/fees must be deducted from rents shown above.

LOWER INCOME HOUSEHOLDS: 80% Area Median Income

HOUSEHOLD SIZE		1 person	2 person	3 person	4 person
UNIT SIZE		Studio	1 bedroom	2 Bedroom	3 Bedroom
Annual Income		$46,350	$53,000	$59,600	$66,250
Amount Available for Housing=					
30% of 70% of AMI*		$1,094	$1,250	$1,406	$1,563
Mortgage		$590	$676	$761	$869
Prop.Tax	0.001	$104	$120	$135	$154
Condo Fee/Dues		$300	$350	$400	$425
Utilities/Maint.		$100	$105	$110	$115
PMI	0.0052				
MORTGAGE		$88,607	$101,587	$114,455	$130,628
AFFORDABLE SALES PRICE		**$104,244**	**$119,514**	**$134,653**	**$153,680**
GROSS AFFORDABLE RENT		**$938**	**$1,072**	**$1,205**	**$1,340**

NOTE: Gross affordable rent is equal to 30% of 60% of AMI and includes the total of monthly payments for a rental including a reasonable allowance for utilities and any service charges or fees required of tenants. Utility allowance and charges/fees must be deducted from rents shown above.

VERY LOW INCOME HOUSEHOLDS: 50% Area Median Income

HOUSEHOLD SIZE		1 person	2 person	3 person	4 person
UNIT SIZE		Studio	1 Bedroom	2 Bedroom	3 Bedroom
Annual Income		$31,250	$35,700	$40,200	$44,650
Amount Available for Housing					
= 30% of 50% of AMI*		$781	$893	$1,005	$1,116
Mortgage		$324	$372	$421	$490
Prop.Tax	0.001	$57	$66	$74	$87
Condo Fee/Dues		$300	$350	$400	$425
Utilities/Maint.		$100	$105	$110	$115
PMI	0.0052	$0	$0	$0	$0
MORTGAGE		$48,694	$55,878	$63,222	$73,600
AFFORDABLE SALES PRICE		**$57,287**	**$65,739**	**$74,379**	**$86,588**
GROSS AFFORDABLE RENT		**$781**	**$893**	**$1,004**	**$1,116**

NOTE: Gross affordable rent is equal to 30% of 50% of AMI and includes the total of monthly payments for a rental including a reasonable allowance for utilities and any service charges or fees required of tenants. Utility allowance and charges/fees must be deducted from rents shown above.

** The maximum sales prices and rents allowed pursuant to the City's Affordable Housing Set Aside Program are based on the housing affordability definitions found in the California Health and Safety Code at Section 50052.5. These are to be considered maximum amounts and do not take into account market conditions that may limit actual sales and rent values.

Table 11
EMERYVILLE HOUSING PRODUCTION 2006-2014 (Note 1)
COMPARISON TO ABAG REGIONAL HOUSING NEED ALLOCATION GOALS

Project Name	Address	Est. Compl. Year	Tenure	Total Number of Units	Very Low	Low	Moderate	Market Rate	Status (Note 3)
Icon at Doyle Apartments	Stanford at Doyle	2007	OWN	27	0	0	0	27	Completed
Salem Manor	4333 Salem St	2008	OWN	3	0	0	0	3	Completed
Glashaus Lofts	65th/Hollis	2008	OWN	145	5	6	18	116	Completed
Oak Walk New Construct Condos	4098 San Pablo	2009	OWN	53	0	4	0	49	Completed
Oak Walk - 5 houses renovation	1077-1085 41st Street	2009	OWN	5	0	0	5	0	Completed
Adeline Place	3801 San Pablo	2009	OWN	36	0	3	10	23	Completed
AgeSong Assisted Living	4050 Horton	2009	RENT	28	0	0	0	28	Under Construction
Magnolia Terrace	4001 Adeline Street	2011	RENT	5	5	0	0	0	Approved
Vallejo Gardens	6315 Vallejo	2011	OWN	3	0	0	0	3	Approved
36th/Adeline Agency Parcels	3602 Adeline/1128 36th	2011	OWN	2	0	0	2	0	Tentative
Baker Metal Live Work and Townhouses	1265 65th Street	2012	OWN	27	0	0	0	27	Proposed
Ambassador Homes	1168 36th Street	2012	RENT	69	68	0	0	1	Approved
Bakery Lofts IV	53rd/Adeline	2012	RENT	18	0	0	0	18	Approved
39th/Adeline Apartments (Note 2)	1041-43 Yerba Buena; 3906-08 Adeline	2012	RENT	80	5	0	7	68	Approved
Papermill Mixed Use	1255 Powell	2012	RENT	173	10	0	16	147	Approved
San Pablo Townhouses	4520 San Pablo Avenue	2012	OWN	29	0	0	0	29	Approved
Golden Gate Site Redevelopment	3706 San Pablo	2013	RENT	80	38	41	0	1	Tentative
MAZ Site Redevelopment	3800 San Pablo	2013	RENT	80	5	0	7	68	Tentative
Marketplace Redevelopment Phase I-Shellmound Site (Tower & Parking Structure with 10 towns)	Shellmound St and Christie	2013	OWN	247	0	20	29	198	Proposed
Marketplace Redevelopment Phase I-64th/Christie Site	64th & Christie	2013	RENT	217	34	0	0	183	Proposed
Christie Park Towers	6150 Christie	2013	OWN	60	0	6	6	48	Approved
Gateway/Equity Bldg site	NE corner Powell/Christie	2013	RENT	265	16	42	46	161	Tentative
Black & White Mixed Use	San Pablo/40th	2013	OWN	52	0	10	10	32	Tentative
Sherwin Williams Redevelopment	Horton Street	2014	OWN	250	0	30	51	169	Tentative
Oaks/B of A Site Redevelopment	San Pablo/40th	2014	OWN	78	0	12	12	54	Tentative
SUBTOTAL CONSTRUCTED OR BUILDING PERMITS PULLED				**2,032**	**186**	**174**	**219**	**1,453**	
ABAG GOALS FOR PERIOD				1,137	186	174	219	558	
SURPLUS/(DEFICIT) OF UNITS COMPARED TO GOAL				895	-	-	-	895	
% OF ABAG GOALS MET				179%	100%	100%	100%	260%	

Note 1: This table includes those projects for which building permits were pulled July 1, 2006 through September 30, 2009, plus those projects for which building permits are anticipated to be pulled during the RHNA period through June 30, 2014.

Note 2: Development is partially in Oakland with total unit count of 101 units.

Note 3: Status refers to whether project has been completed, is under construction, is "Approved" by Planning Commission, has been "Proposed" to City but has not yet received Planning Commission approvals, or is "Tentative" for unit projection purposes.

EMERYVILLE REDEVELOPMENT AGENCY

FIVE YEAR IMPLEMENTATION PLAN

January 1995 to December 1999
Amended January 1998

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INTRODUCTION

The Emeryville Redevelopment Agency undertakes a variety of projects and programs for the purpose of revitalizing the community and building its economic base. The Agency focuses its redevelopment activities in two project areas; the 1976 Project Area and the Shellmound Project Area. These specific areas are targeted for revitalization because they are affected by a variety of blighting conditions. The activities of each project area are regulated by an adopted Redevelopment Plan and California Redevelopment Law (CRL). However, these plans do not stipulate specific activities for each property within the project areas. The plans instead authorize various tools that the Agency may utilize to implement projects and programs for the redevelopment of the project areas.

Redevelopment tools include activities such as acquiring land for resale to a developer, entering into contractual agreements with existing owners or tenants where the Agency provides financial or other assistance for building repairs or replacement on privately-owned land, developing comprehensive strategies or preparing studies to assist private developers to respond to local economic opportunities that result in local investment and job creation, and financing and constructing needed public facilities and improvements.

In addition, the Agency is also responsible for increasing, preserving, and improving the number of housing units for very low-, low- and moderate- income individuals and households. In the implementation of its housing programs, the Agency must comply with the following requirements for housing developed in a redevelopment project area.

A. Set-Aside Rule - 20% of tax increment revenue must be expended to increase, improve, and preserve the supply of low and moderate income housing in the community.

B. Replacement Rule - The Agency must replace low and moderate income housing which is removed as a result of a redevelopment project.

C. Inclusionary Rule* - A fixed percentage of all housing constructed in a redevelopment project area must be affordable to low and moderate income persons and families.

- 30% of all *Agency* built housing must be for low or moderate income. ½ of these units must be for very low income.
- 15% of all *Non-Agency* built housing must be for low or moderate income. 40% of these units must be for very low income.
- These proportions are required on an aggregate basis for the project area(s), not project-by-project. The Agency is required to set aside a portion of tax increment revenues for this purpose, and to provide an adequate number of decent, safe, and sanitary dwelling units in the community available to these income groups in the proportions required by CRL. These specific requirements are covered in the Housing Compliance Plan Requirements section.

* The City of Emeryville requires 20% of development projects over 30 units to be affordable to low-moderate income households.

FIVE YEAR IMPLEMENTATION PLAN REQUIREMENTS

Implementation Plan Requirements

The Agency is required to prepare implementation plans every five years to comply with AB1290. In October 1993, Governor Pete Wilson signed AB1290 into law. AB1290 provides that an agency implement adopted redevelopment plans in a manner that will eliminate blighting conditions. The implementation plan must include the following information.

- Identify blighting conditions targeted for mitigation
- Specific goals and objectives of the Agency for the project areas
- Specific redevelopment activities and programs and the corresponding blight to be eliminated by these activities and programs
- Estimated expenditures proposed during the plan's five year period
- An explanation of how the goals and objectives, programs, and expenditures will eliminate blight within the project area and meet the requirements of the Housing Compliance Plan (project descriptions)

CRL further permits the preparation and adoption of a single Implementation Plan applicable to one or more redevelopment projects. This Implementation Plan (1995-1999) includes both the 1976 and Shellmound Project Areas.

Housing Compliance Plan Requirements

CRL requires that the Agency adopt a Housing Compliance Plan in conjunction with their Implementation Plan. This Plan must include the following information.

1. A section addressing agency developed and project area housing with the following information:

    - Estimates of the number of new, substantially rehabilitated or price-restricted residential units to be developed or purchased both over life of the plan and during the next 10 years.
    - Estimates of the number of very low, low, and moderate income households required to be developed both over life of the plan and during the next 10 years.
    - The number of units of very low, low, and moderate income households which have been developed.
    - Estimates of the number of agency developed residential units which will be developed over the next five years.
    - Estimates of the number of very low, low, and moderate income households which will be developed by the agency during the next five years.

2. A section addressing the Low and Moderate Income Housing Fund (LMIHF) including:

    - Amount available in the LMIHF, and estimated deposit amounts over next 5 years.
    - Housing program with estimates of the number of new, rehabilitated, or price-restricted units to be assisted during each of the five years and estimates of the expenditures of monies from the LMIHF.

EMERYVILLE REDEVELOPMENT AGENCY

IMPLEMENTATION PLAN

January 1995 to December 1999
Amended January 1998

IDENTIFIED BLIGHTING CONDITIONS

The following outlines the Blight Conditions in the 1976 and Shellmound Project Areas that have been targeted for mitigation during the 1995 Implementation Plan period:

1. There is a continuing need for new development in some parts of the Project Area. Residential structures — particularly in the area west of Adeline Street — continue to exhibit advanced stages of deterioration. In the area east of San Pablo Avenue, new public street improvements are needed. Uses are sometimes incompatible, i.e., with commercial uses interspersed among residential and industrial uses.

2. Some street systems are inadequate to serve potential parking, circulation, and loading demands of the commercial and industrial sections of the City.

3. There is still land with contamination and requires regulatory oversight prior to clean-up as well as the clean-up itself.

4. Many of the old manufacturing activities have provided the City with substantial use tax income as well as jobs, but as some of these activities either relocate out of Emeryville or downsize, there is a need to replace both the tax base and the lost jobs.

5. A number of significant older industrial sites continue to remain vacant, underutilized, or improved with dilapidated and obsolete buildings.

6. As new development occurs, there is a potential for loss of small scale manufacturing and other small businesses requiring programs to retain and assist them in continuing to successfully operate in Emeryville.

7. Unreinforced masonry construction buildings remain in evidence creating potential seismic hazards, such as buildings along Powell Street.

8. Older commercial corridors, such as San Pablo Avenue, are in a state of physical deterioration and contain buildings that are physically and economically obsolete. There is also a higher incidence of crime and other social problems in these areas.

9. As the City transitions from the older industrial base into new activities, there is increased strain placed on the aging infrastructure, particularly the streets and sewer systems.

10. Inadequate public facilities and services to accommodate the needs of residents and the private sector also limit development or redevelopment within the Project Area.

11. There is an uncoordinated development pattern of certain properties within the Project Area due to the unimproved, defective, and/or inadequate construction of some street improvements and public/private utilities within the Project Area.

GOALS AND OBJECTIVES

The Agency has identified several Objectives in order to mitigate the targeted blighting conditions in the previous section. These Objectives are as follows:

A. To upgrade the residential environment through development of more neighborhood serving commercial uses and services, open space, transportation and other public services.

B. To improve transportation and circulation within Emeryville through street construction and upgrading programs, implementation of a transit shuttle, and measures to improve pedestrian movements and the pedestrian environment. Included within this goal is development of more transit and pedestrian oriented development near transportation hubs such as the Amtrak station.

C. To continue the program of toxic remediation throughout the project area on both publicly owned properties and through assistance to private property owners.

D. To continue to diversify the City's economic base through redevelopment of older industrial properties to new uses that generate both jobs for the future and tax revenues to the City.

E. To redevelop the vacant and underutilized properties within the City into productive new uses that implement other goals. Large properties are a particular priority.

F. To assist existing Emeryville businesses in meeting their needs to remain in Emeryville. Included within this goal is retention of small manufacturers, new businesses and other businesses that have expansion needs if they are to remain in Emeryville.

G. To assist in the rehabilitation, seismic upgrading, and other improvements to existing dilapidated, obsolete, or structurally unsound buildings.

H. To revitalize the San Pablo Avenue corridor commercial area. Revitalization efforts should be comprehensive including: redevelopment of vacant or underutilized parcels, rehabilitation of existing structures, public improvements (such as sidewalks, benches, etc.) and services to existing businesses.

I. To continue to replace and upgrade the aging infrastructure such as storm drains.

Proposed Additions to 1995 Implementation Plan Objectives:

J. To improve inadequate public facilities which cannot be remedied by private or government action without redevelopment.

K. The achievement of a physical environment reflecting a high level of concern for architectural and urban design principles deemed important by the community and property owners, and which contribute to the alleviation of blight.

SPECIFIC REDEVELOPMENT ACTIVITIES

This section explains how specific projects achieve stated objectives to eliminate the corresponding identified blighting condition. The expenditures for each project are also included, however, funding sources have not yet been identified for some projects. All of the projects identified in the Plan adopted in 1995 are included in this Amendment. As a result of higher Agency resources than previously estimated, additional projects have been added to this Plan to better achieve the objectives.

BLIGHT CONDITION 1: DETERIORATED STRUCTURES

There is a continuing need for new development in some parts of the Project Area. Residential structures — particularly in the area west of Adeline Street — continue to exhibit advanced stages of deterioration. In the area east of San Pablo, new public street improvements are needed. Uses are sometimes incompatible, i.e., with commercial uses interspersed among residential and industrial uses.

Redevelopment Objective: To upgrade the residential environment through development of more neighborhood serving commercial uses and services, open space, transportation and other public services.

Project: Job Works **$291,000**
This program provides employment services to job seekers and employers in the City of Emeryville at no fee. Job seeker services include referrals to jobs, training, and other services, resume and interview advising, and individualized case management. Services to employers include recruitment of qualified workers and assistance with mass hirings or layoffs. The budget above is based on an annual program budget of $97,000.

Project: 61st Street Park Rehabilitation (NEW) **$100,000**
This project will improve the 61st Street mini-park by installing new play equipment with an appropriate ground surface, new landscaping and hardscaping, and new benches and game tables.

Project: Stanford Avenue Park Improvements (NEW) **$175,000**
This project will install resilient rubberized matting in the pre-school and school age play area at Stanford Avenue Park, and upgrade the play structures to current ADA standards.

Project: Temescal Creek Park Improvements (NEW) **$125,000**
This project will separate the play areas for pre-school and school age children and install resilient rubberized matting in both areas. The project also includes the installation of a community garden, and upgrading of landscape improvements, tables, benches and lighting fixtures.

Project: Avalon Commercial (NEW) **$500,000**
The project will involve the renovation and expansion of the Ritz and Sands properties at the corner of Adeline and San Pablo into 70 units of senior housing and ground floor commercial space.

Project: Emeryville Career Center & Transitional Housing (NEW) **$500,000**
This is a mixed-use project at 36th and San Pablo Avenue to create 10-12 units of affordable housing above ground floor office space containing the relocated Job Works Career Center.

BLIGHT CONDITION 2: **INADEQUATE STREET SYSTEMS**

Some street systems are inadequate to serve potential parking, circulation, and loading demands of the commercial and industrial sections of the City.

Redevelopment Objective: To improve transportation and circulation within Emeryville through street construction and upgrading programs, implementation of a transit shuttle, and measures to improve pedestrian movements and the pedestrian environment. Included within this goal is development of more transit and pedestrian oriented development near transportation hubs such as the Amtrak station.

Project: Sidewalks/Bike Paths **$150,000**
This program consists of improvements to sidewalks in need of reconstruction and minor projects that will facilitate the movement of bicycles on existing streets.

Project: Critical Circulation Improvements **$2,700,000**
This project will make critical circulation improvements, such as extending streets, adding lanes or modifying traffic phasing, to provide additional traffic capacity and improve circulation throughout the City. This project has been expanded from its 1995 Implementation Plan designation as "Powell/Hollis Streets Intersection Upgrade" to include other priority circulation areas.

Project: Amtrak Station Pedestrian/Bike Overcrossing (Completed) **$675,000**
This project provides pedestrian and bicycle access across the Union Pacific railroad tracks between the Public Market and the Emeryville Amtrak station.

Project: Bay/Shellmound Street Extension (NEW and Completed) **$4,225,500**
The Bay/Shellmound Street extension project is a major circulation thoroughfare through the city which was completed during the 1996-1997 fiscal year. The roadway improvements include, at a minimum, two travel lanes, two bike lanes, street lights, and street trees.

Project: Ashby / Bay Interchange (NEW) **$50,000**
This project will improve the Ashby/Bay Interchange by constructing new ramps directly connecting Shellmound Street to the existing interchange ramps.

Project: Extension of Horton, Landregan, and Stanford Streets **No Funding Required**
The upgrades and extensions of these streets are required by the Chiron Life Science Project. Agency funding participation is no longer part of the agreement for this project. Chiron will pay the total cost of the project and will be reimbursed by a Traffic Impact Fee and through development agreements with other future development in the City.

The following projects are included in this Plan, however, funding sources have not yet been identified.

Project: Pedestrian Overcrossing at 53rd Street **Unfunded**
This project involves the construction of an accessible pedestrian overcrossing over the Southern Pacific train tracks at approximately 53rd Street to accommodate pedestrians and bicycles.

Project: 65th Street Overhead **Unfunded**
A four lane bridge at 65th Street crossing the Southern Pacific Railroad Track would replace the grade crossings at 65th, 66th, and 67th Streets.

Project: Railroad Spur Acquisition **Unfunded**

This program will identify and acquire vacated, abandoned railroad spur rights-of-way, or surplus properties, owned by railroad companies for implementation of the City's circulation plan which includes bike paths, pedestrian underways and roads.

Project: 64th Street Emergency Crossing **Unfunded**

This project would construct an emergency at-grade crossing of the Union Pacific (SP) train tracks at 64th Street, providing a safe crossing for emergency vehicles.

BLIGHT CONDITION 3: **CONTAMINATED PROPERTIES**

There is still land with contamination and requires regulatory oversight prior to clean-up as well as the clean-up itself.

Redevelopment Objective: To continue the program of toxic remediation throughout the project area on both publicly owned properties and through assistance to private property owners.

Project: Brownfields Program **$225,000**

The program will characterize the soils and hydrology of Emeryville, compile all available soil and groundwater data, and classify all water bearing zones through risk assessments.

BLIGHT CONDITION 4: **LOSS OF TAX BASE AND JOBS**

AND

BLIGHT CONDITION 5: **VACANT AND UNDERUTILIZED BUILDINGS**

****Projects in Blight Condition 4 also respond to Blight Condition 5****

BLIGHT CONDITION 4:

Many of the old manufacturing activities have provided the City with substantial use tax income as well as jobs, but as some of these activities either relocate out of Emeryville or downsize, there is a need to replace both the tax base and the lost jobs.

Redevelopment Objective: To continue to diversify the City's economic base through redevelopment of older industrial properties to new uses that generate both jobs for the future and tax revenues to the City.

BLIGHT CONDITION 5:

A number of significant older industrial sites continue to remain vacant, underutilized, or improved with dilapidated and obsolete buildings.

Redevelopment Objective: To redevelop the vacant and underutilized properties within the City into productive new uses that implement other goals. Large properties are a particular priority.

Project: South Bay Front Retail **$23,585,000***

This development includes acquisition of three major parcels in the South Bayfront for redevelopment into a regional retail shopping center. The properties will be cleared of existing improvements and remediation of toxic contaminants. The site will be sold to a developer to construct the project consistent with the South Bayfront Master Plan. Referred to under the category "Regional Retail Mall" in the 1995 Implementation Plan.
(* Includes $3,250,000 already spent on project.)

Project: Del Monte Site Assistance **$500,000**

This project, referred to as "Kaiser Medical Center" in the 1995 Implementation Plan, provides assistance to construct off-site improvements required for the Pixar film production office project on the Del Monte site. Financial assistance is necessary to make this project economically feasible. Improvement costs may include traffic signals and other traffic improvements.

Project: Land Assemblage and Development **Unfunded**

The Land Assemblage and Development Program provides opportunities for the Redevelopment Agency to purchase or to assist in the purchase of properties for development. This allows the Agency to guide development in key areas of the City to insure that such development will provide a net benefit to the General Fund and assist in the transformation of the general area into a more attractive and economically vital environment.

Project: Westinghouse Property **Unfunded**

This project calls for financial assistance for the Westinghouse site development next to the Emeryville Amtrak Station. Funding for this project has not yet been identified.

BLIGHT CONDITION 6: **LACK OF BUSINESS EXPANSION**

As new development occurs, there is a potential for loss of small scale manufacturing and other small businesses requiring programs to retain and assist them in continuing to successfully operate in Emeryville.

Redevelopment Objective: To assist existing Emeryville businesses in meeting their needs to remain in Emeryville. Included within this goal is retention of small manufacturers, new businesses and other businesses that have expansion needs if they are to remain in Emeryville.

Project: Commercial Rehabilitation / Business Retention Programs **$500,000**
This program includes identification of existing businesses with expansion potential which the Agency would like to retain in the City. Assistance may include, but not be limited to, the following activities: renovation of space; assistance in financing tenant improvements, fixtures or equipment; development of "incubator" space; and site location assistance.

Project: Chiron Development Assistance **$2,000,000**
This project will help pay for the various extraordinary development costs associated with the Chiron development, including demolition, toxic remediation, and off-site circulation improvements.

BLIGHT CONDITION 7: **STRUCTURALLY UNSOUND BUILDINGS**

Unreinforced masonry construction buildings remain in evidence creating potential seismic hazards, such as buildings along San Pablo Avenue.

Redevelopment Objective: To assist in the rehabilitation, seismic upgrading, and other improvements to existing dilapidated, obsolete, or structurally unsound buildings.

Project: Commercial Rehabilitation / Business Retention Programs **$500,000**
This program will provide financial assistance to owners or tenants of commercial buildings in an effort to revitalize commercial properties. Matching grant assistance is provided for facade improvements for properties located on San Pablo Avenue and Park Avenue.

BLIGHT CONDITION 8: **DETERIORATED COMMERCIAL CORRIDORS**

Older commercial corridors, such as San Pablo Avenue, are in a state of physical deterioration and contain buildings that are physically and economically obsolete. There is also a higher incidence of crime and other social problems in these areas.

Redevelopment Objective: To revitalize the San Pablo Avenue corridor commercial area. Revitalization efforts should be comprehensive including: redevelopment of vacant or underutilized parcels, rehabilitation of existing structures, public improvements (such as sidewalks, benches, etc.) and services to existing businesses.

Project: San Pablo Avenue Development Assistance (NEW) **$13,300,000**
This program provides assistance to the redevelopment of key parcels on San Pablo Avenue identified in the San Pablo Avenue Urban Design Plan. Activities may include parcel consolidation, demolition of obsolete buildings, toxic remediation and on-site/off-site improvements.

BLIGHT CONDITION 9: **INADEQUATE INFRASTRUCTURE**

As the City transitions from the older industrial base into new activities, there is increased strain placed on the aging infrastructure, particularly the streets and sewer systems.

Redevelopment Objective: To continue to replace and upgrade the aging infrastructure such as storm drains.

Project: Street Reconstruction **$300,000**
After many years of deferred maintenance, the City began progressively reconstructing streets in 1989 to improve them to a standard which will allow implementation of a cost-effective maintenance program. Approximately 70% of the City's streets have now been reconstructed. This ongoing project will continue the program and upgrade the remaining streets, taking into consideration the ongoing sanitary sewer rehabilitation work. The street and sewer projects are scheduled in alternate years.

Project: Underground Tank Replacement (Completed) **$145,000**
The Agency has completed the replacement of its underground fuel storage tanks

Project: Storm Drain Master Plan (NEW) **$50,000**
This plan will identify the condition of the existing storm drain system and include a program to make necessary improvements. A master plan is needed to understand existing capacity and establish storm drainage requirements.

Project: Sewer Rehabilitation Program **Unfunded**
The program calls for the continued rehabilitation of existing sanitary sewer mains throughout Emeryville. Funding for this program has not yet been identified.

BLIGHT CONDITION 10: INADEQUATE PUBLIC FACILITIES

Inadequate public facilities and services to accommodate the needs of residents and the private sector also limit development or redevelopment within the Project Area.

Redevelopment Objective: To improve inadequate public facilities which cannot be remedied by private or government action without redevelopment.

Project: Emeryville Civic Center **$5,035,000**
These funds include monies already pledged prior to AB1290. This is a City project and the Agency will be making lease payments for the use of space. This project involves construction of a City Hall/Civic Center with approximately 30,000 square feet of office space including a City Council Chambers, and a public plaza. The City Council has selected Old Town Hall as the site for a new Civic Center, including renovation of the existing building and construction of new space.

Project: Fire Station #2 Rehabilitation **$1,900,000**
This project will renovate and add space to Fire Station Number 2, located at 63rd and Hollis. This building will become the City's Emergency Operating Center (EOC) in case of major disasters.

Project: Park Avenue East Parking Phases 1 and 2 **$3,908,700**
Phase 1 of this project includes property acquisition, relocation, demolition, and construction of 70 surface parking spaces on Park Avenue, east of Hollis Street. Phase 2 is the construction of an additional 140 parking spaces on two upper level floors.

Project: Park Avenue West Parking Phases 1 and 2 **$2,150,000**
Phase 1 includes property acquisition of former railroad property on Park Avenue, west of Hollis Street (adjacent to 1500 Park Avenue) and construction of a 90 surface parking spaces. Phase 2 is the construction of an additional 180 spaces on two upper level floors.

Project: Corporation Yard (NEW) **$200,000**
This project will improve the employee facilities at the Public Works Corporation Yard to comply with current standards.

Project: Roof Leaks (NEW) **$215,000**
This program will address problematic roof conditions at both the Emeryville Child Development Center and Fire Station Number 1 (2333 Powell St.).

Project: Off-Street Parking (NEW) **$536,300**
This project provides funding to assist in the development of parking lots or structures in the commercial areas of the City.

Project: Veteran's Bldg/Senior Center Rehabilitation Phase 1 (Completed) **$1,053,000**
This rehabilitation project included upgrading the building for seismic, life safety, code compliance and functionality.

Project: Senior Center Rehabilitation Phase 2 **$200,000**
This project involves the acquisition and improvement of a nearby vacant parcel to provide off-street parking for the Senior Center.

Project: 4300 San Pablo Avenue **Unfunded**
This proposed project involves the development of a facility that would accomodate Emeryville Job Works, the Recreation Department, and an expansion of the Child Development Center.

BLIGHT CONDITION 11: **UNCOORDINATED DEVELOPMENT PATTERN**

There is an uncoordinated development pattern of certain properties within the Project Area due to the unimproved, defective, and/or inadequate construction of some street improvements and public/private utilities within the Project Area.

Redevelopment Objective: The achievement of a physical environment reflecting a high level of concern for architectural and urban design principles deemed important by the community and property owners, and which contribute to the alleviation of blight.

Project: San Pablo Beautification Design **$2,900,000**
This project is a continuation of the improvements constructed on San Pablo Avenue from 36th to 40th Streets under Phase I of the San Pablo Avenue Revitalization Program. This next phase is to be constructed between 40th Street and 53rd Street. Improvements include new sidewalk, street lights, street trees and grates, curb and gutter, new landscaped medians, and isolated brick paving in the sidewalk areas.

Project: Park Avenue Beautification **$4,150,000**
This project implements the Park Avenue Overlay District Plan. The public improvements, which are designed to enhance the quality of the District streets, include a large public gathering place at the west end of Park Avenue (the "Commons") and a system of wide cobbled sidewalks with trees, to be used as public outdoor space.

Project: Park Avenue Undergrounding **$1,250,000**
This project implements a portion of the public improvements for the Park Avenue Overlay District. Under this project, all existing overhead utilities will be removed and installed underground. The project will be installed in phases: Park Avenue initially and side streets subsequently.

Project: Graffiti Abatement Program **$60,000**
This project involves the removal of graffiti from existing properties in the Project Area to improve the area's image. The total funding amount above is based on a $20,000 annual contribution by the Agency.

Project: Street Tree Landscape Installation (NEW) **$50,000**
This project will replace and install street trees throughout the City. During the initial years, trees on the east side of Hollis from 40th to 53rd Streets will be replaced.

Project: Powell Street Medians (NEW) **$100,000**
This project will renovate the medians on Powell Street west of Frontage Road to Davenport Mini-Park. The existing irrigation system will be upgraded, and new landscaping, including trees, will be installed.

Project: Hollis Street Undergrounding (NEW) **$130,000**
This project will underground existing overhead utility facilities along Hollis Street from Stanford to 53rd Street and will also include sanitary sewer, storm drain and water line improvements as well as the resurfacing of Hollis Street.

1976 PROJECT AREA
SHELLMOUND PROJECT AREA
BAY
SAN FRANCISCO
BERKELEY
EMERYVILLE
OAKLAND
N
CITY OF EMERYVILLE , CALIFORNIA

TABLE 1

EMERYVILLE REDEVELOPMENT PROJECT AREA NO. 1 (1976)
PROJECT AREA PROFILE

	Total Project Area
Date Adopted	1976
Land Area	503± Acres
Land Use (At adoption)	(1,080 Ac. Including Water)
Developed Land	478 Acres
Vacant Land	25 Acres
Term Limit	40 Years
Deadline for Redevelopment Activities	2016
Tax Increment Limit	$942.6 M
Deadline to Receive Tax Increment	2026
Deadline for Incurring Debt	2004

Source: Keyser Marston Associates, Inc., October 1994

TABLE 2

SHELLMOUND PARK REDEVELOPMENT AREA
PROJECT AREA PROFILE

		Total Project Area
Date Adopted		1987
Land Area		270± Acres
Land Use (At adoption)		
Public Right-of-Way		54.0± Acres
Recreation/Open Space		23.4± Acres
Developed Land		191.7± Acres
Residential	16.1 Acres	
Commercial	59.6 Acres	
Industrial	116.0 Acres	
Vacant Land/Other		.7± Acres
Term Limit		40 Years
Deadline for Redevelopment Activities		2027
Tax Increment Limit		$425.0 M
Deadline to Receive Tax Increment		2037
Deadline for Incurring Debt		2007
Bond Indebtedness Limit[1]		$180.0M

Source: Keyser Marston Associates, Inc., October 1994

[1] Includes 20% housing set-aside.

TABLE 3: Redevelopment Objectives, Projects, Budgets, and Status for 1995-1999

		Budget	Project Status
Objective A:	**Upgrade Residential Environment**		
Project 1	Job Works	$291,000	Ongoing
Project 2	61st Street Park Rehabilitation (NEW)	$100,000	Will begin construction Jan 1998
Project 3	Stanford Avenue Park Improvements (NEW)	$175,000	Not Yet Started
Project 4	Temescal Park Improvements (NEW)	$125,000	Not Yet Started
Project 5	Avalon Commercial (NEW)	$500,000	Construction 1998
Project 6	Emeryville Career Center & Transitional Housing (NEW)	$500,000	Construction 1998
Objective B:	**Transportation and Circulation Improvements**		
Project 1	Sidewalks/Bike Paths	$150,000	Ongoing
Project 2	Critical Circulation Improvements	$2,700,000	Predevelopment Analysis
Project 3	Amtrak Station Pedestrian/Bike Overcrossing	$675,000	Completed 1996
Project 4	Bay/Shellmound Street Extension (NEW)	$4,225,500	Completed 1996
Project 5	Ashby/Bay Interchange (NEW)	$50,000	Not Yet Started
Objective C:	**Toxic Remediation**		
Project 1	Brownfields Program	$225,000	Ongoing
Objective D:	**Redevelop Older Industrial Properties**		
Objective E:	**Redevelop Vacant and Underutilized Properties**		
Project 1	South Bay Front Retail	$20,335,000	Feasibility Study/Environmental Review
Project 2	Del Monte Site Assistance	$500,000	CEQA Process/Construction Fall 1998
Objective F:	**Assist Existing Emeryville Businesses**		
Project 1	Business Retention Program	$500,000	Program Development
Project 2	Chiron Development Assistance	$2,000,000	Future
Objective G:	**Rehabilitation of Existing Buildings**		
Project 1	Commercial Rehabilitation Program	$500,000	Ongoing
Objective H:	**Revitalize San Pablo Commercial Corridor**		
Project 1	San Pablo Avenue Development Assistance (NEW)	$13,300,000	Ongoing
Objective I:	**Replace and Upgrade Aging Infrastructure**		
Project 1	Street Reconstruction	$300,000	Ongoing
Project 2	Underground Fuel Tank Replacement	$145,000	Completed 1997
Project 3	Storm Drain Master Plan (NEW)	$10,000	In Progress
Objective J:	**Improve Inadequate Public Facilities**		
Project 1	Emeryville Civic Center	$7,210,000	Design Development/Environmental Review
Project 2	Fire Station #2 Rehabilitation	$1,900,000	In Construction
Project 3	Park Avenue East Parking Lot	$3,908,700	Design Development/Environmental Review
Project 4	Park Avenue West Parking Lot	$2,150,000	Not Yet Started
Project 5	Corporation Yard (NEW)	$200,000	In Construction
Project 6	Roof Leaks (NEW)	$215,000	In Construction
Project 7	Off-Street Parking (NEW)	$536,300	On Hold
Project 8	Veteran's Building/Senior Center Rehabilitation Phase 1	$1,053,000	Completed 1997
Project 9	Senior Center Rehabilitation Phase 2	$200,000	Future
Objective K:	**Enhanced Physical Environment**		
Project 1	San Pablo Beautification Design	$2,900,000	In Construction
Project 2	Park Street Beautification	$4,150,000	Not Yet Started
Project 3	Park Street Undergrounding	$1,250,000	Not Yet Started
Project 4	Graffiti Abatement Program	$60,000	Ongoing
Project 5	Street Trees Landscape Installation (NEW)	$50,000	Bid Process
Project 6	Powell Street Medians (NEW)	$100,000	In Construction
Project 7	Hollis Street Undergrounding (NEW)	$130,000	Not Yet Started
	Total	**$73,319,500**	
	Subtotal of Projects to be Completed	$66,870,000	

TABLE 4: Redevelopment Projects & Objectives for 1995-1999

	Objectives Addressed by Program										
Existing & Proposed Projects	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**
Transportation Improvements											
Street Reconstruction		X							X		
Powell Street Medians											X
Sidewalks/Bike Paths		X							X		
Critical Circulation Improvements		X									
Ashby/Bay Interchange		X							X		
65th Street Overhead		X									
Extension of Horton, Landregan, & Stanford		X									
Pedestrian Overcrossing at 53rd Street		X									
Railroad Spur Acquisition		X									
City Bus Shuttle		X									
Storm Drain Reconstruction											
Storm Drain Master Plan									X		
Sewer Rehabilitation Program									X		
City Facilities Improvements											
Emeryville Civic Center				X			X			X	
Fire Station #2 Rehabilitation							X			X	
Corporation Yard							X			X	
61st Street Park Rehabilitation	X									X	
Park Avenue East Parking Lot						X				X	
Park Avenue West Parking Lot						X				X	
Child Development Center Roof Leaks							X			X	
Senior Center Rehab Phase 2	X						X			X	
Stanford Avenue Park Improvements	X									X	
Temescal Park Improvements	X									X	
4300 San Pablo Avenue						X		X		X	X
Economic Development Projects and Programs											
Off-Street Parking						X				X	
Land Assemblage & Development				X	X			X			
Commercial Rehabilitation Program						X	X	X			X
Brownfields			X	X	X						
Street Tree Landscape Installation											X
Avalon Commercial	X						X	X			
San Pablo Beautification Design								X			X
South Bay Front Retail			X	X	X						
San Pablo Avenue Development Assistance	X		X		X			X			
Emeryville Career Center & Transitional Housing	X						X	X			
Del Monte Site Assistance (Pixar)				X	X						
Business Retention Program						X					
Park Street Beautification											X
Park Street Undergrounding									X		X
Chiron Development Assistance			X	X	X	X					
Job Works	X					X					
Graffiti Abatement Program	X							X			X
Hollis Street Undergrounding									X		X
Westinghouse Property			X	X	X						

Completed Projects	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**
Veteran's Building/Senior Center Rehabilitation	X						X			X	
Amtrak Station Pedestrian/Bike Overcrossing		X									
Bay/Shellmound Street Extension		X									
Underground Fuel Tank Replacement			X						X	X	

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TABLE 5

ECONOMIC DEVELOPMENT PROGRAM

FUNDED EXISTING C.I.P. PROJECTS (Including 97/98 Appropriations)

	Type	
Civic Center (partial)	PF	$2,860,000
Fire Station #2	PF	$1,900,000
Off Steet Parking	PF	$36,300
Corporation Yard	PF	$200,000
Fire Station #1 Roof Leaks	PF	$50,000
Child Dev Ctr Roof Leaks	PF	$165,000
61st St. Park Rehab	PF	$100,000
Commercial Rehab.	DA	$500,000
Brownfields	DA	$225,000
Street Trees (part)	I	$50,000
Powell Street Medians	I	$100,000
Sidewalks	I	$100,000
BikeModifications	I	$50,000
Street Reconstruction	I	$300,000
Avalon Commercial	DA	$500,000
San Pablo Beautification	I	$135,000
Park St. East Phase 1	DA	$2,308,700
South Bay Front Retail	DA	$2,885,000
Emeryville Career Center	PF	$500,000
Storm Drain Master Plan	I	$10,000
Hollis Street Lights	I	$130,000
Ashby / Bay Interchange	I	$50,000
Total - Funded 97/98 Projects		**$13,155,000**

Project Types
PF - Public Facilities
I - Infrastructure
DA - Development Assistance
PA - Public Art

* Lease Revenue Bond to be jointly funded by the Agency and City

PROJECTED AGENCY FUNDS : $53,715,000
(1997-2004)

Proposed Projects To Be Funded

PHASE 1

1997 Bond Sale Tax Exempt	$3,440,000	
1997 Bond Sale Taxable	$13,150,000	
Lease Revenue Bond*	$4,350,000	
Reallocated Reserve	$500,000	
So.Bayfront Land Payment 1	$4,300,000	
So.Bayfront Land Payment 2	$5,000,000	
Tax Increment (1998-2000)	$3,775,000	
TOTAL PHASE 1 RESOURCES		$34,515,000

South Bayfront	*DA*	*$17,450,000*
Civic Center	*PF*	*$4,350,000*
San Pablo Beautification 2	*I*	*$2,765,000*
Park St. East Phase 1 and 2	*DA*	*$1,600,000*
Park St. West Phase 1 and 2	*DA*	*$2,150,000*
Stanford Ave Park Imprvs	*PF*	*$175,000*
Temescal Creek Park Imprvs	*PF*	*$125,000*
San Pablo Ave Dev. Assistance	*DA*	*$2,700,000*
Critical Circulation Improvements	*I*	*$1,500,000*
Off Street Parking	*PF*	*$500,000*
Del Monte Site (Pixar)	*DA*	*$500,000*
Business Retention Program	*DA*	*$500,000*
Senior Center Parking Lot	*PF*	*$200,000*
		$34,515,000

PHASE 2

2001 Bond Sale	$11,500,000	
Tax Increment 2001-2004	$1,000,000	
TOTAL PHASE 2 RESOURCES		$12,500,000

Park St. Undergrounding	*I*	*$1,250,000*
Park St. Beautification	*I*	*$4,150,000*
San Pablo Ave Dev. Assistance	*DA*	*$7,100,000*
		$12,500,000

PHASE 3

2003 Bond Sale	$6,700,000	
TOTAL PHASE 3 RESOURCES		$6,700,000

Chiron	*DA*	*$2,000,000*
San Pablo Ave Dev. Assistance	*DA*	*$3,500,000*
Critical Circulation Improvements	*I*	*$1,200,000*
		$6,700,000

Total Agency Resources 1997-2004 $66,870,000

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EMERYVILLE REDEVELOPMENT AGENCY

HOUSING COMPLIANCE PLAN

January 1995 to December 2004
Amended January 1998

HOUSING COMPLIANCE PLAN REQUIREMENTS

This document is the Affordable Housing Compliance portion of the Implementation Plan Amendment of the Redevelopment Agency of the City of Emeryville. It has been prepared to meet the requirements of State law and to guide the Redevelopment Agency in its housing related activities over the next ten years. Specifically, this report addresses the following sections of the California Health and Safety Code:

- Low and moderate income housing production requirements (Section 33413)
- Replacement housing requirements (Section 33413)
- Twenty percent (20%) housing fund requirements (Section 33334.2)
- Housing fund expenditure targeting requirements (Section 33334.4)

In 1991 the California State Legislature adopted Assembly Bill 315 which added Subsection 33413(b)(4) to the State Health and Safety Code. AB 315 requires each redevelopment agency to adopt a plan demonstrating how the agency will comply with the affordable housing production requirements of the Code. The plan is often referred to as an AB 315 Plan.

In 1993 the Legislature adopted Assembly Bill 1290, a comprehensive redevelopment reform bill. One of the key provisions is the requirement that each agency prepare and adopt an overall Implementation Plan. The Implementation Plan incorporates the AB 315 requirements for the housing portion of redevelopment activities and establishes a time frame and process for the plan as a whole. AB 1290 also specifies additional requirements with respect to housing production compliance and expenditures of the Agency's 20% Housing Fund monies. As with existing law, AB 1290 also requires that the Plan be consistent with the City's Housing Element, which has its own time line for adoption and amendment.

This document is therefore the Emeryville Redevelopment Agency's AB 315 Plan and the housing portion of the Agency's AB 1290 Implementation Plan. Per AB 315, the Plan covers a ten year period, with implementation activities scheduled in greater detail for the first five years.

Per AB 1290, the Agency adopted an Implementation Plan, with its housing component, in December 1994. The law requires that the plan be reviewed in a public hearing, and amended if desirable, between two and three years after adoption. A new Implementation Plan is required to be prepared and adopted every five years.

There are two redevelopment project areas in Emeryville. The first project area was adopted in 1976 and is known as the "1976 Project Area." The second project area, "Shellmound," was adopted in 1987.

The production requirements of AB 315 and AB 1290 pertain to each project area. Therefore, the production compliance data for Emeryville's two project areas are presented separately in this report.

1995 HOUSING COMPLIANCE PLAN

The AB315 Plan must include a report on the Agency's performance in meeting the following Housing Production requirements.

- 30% of all *Agency* built* housing must be for low or moderate income. ½ of these units must be for very low income.
- 15% of all *Non-Agency* built* housing must be for low or moderate income. 40% of these units must be for very low income.
- These proportions are required on an aggregate basis for the project area(s), not project-by-project.

When the Implementation Plan was adopted in 1994, the Agency's compliance numbers are as follows:

- A 1 unit deficit in *Agency* built units affordable to very low-income households.
- A 4 unit surplus in *Agency* built units affordable to low- or moderate-income households.
- A 14 unit deficit in *Non-Agency* built units affordable to low- or moderate-income households.
- A 46 unit surplus in *Non-Agency* built units affordable to very low-income households.

Table 4 Housing Compliance Status summarizes all of the housing production information; current housing production compliance status, projected unit additions from 1997-2004, and projected compliance status by 2004.

*Definitions
Agency Built Housing = Housing developments where the Agency acted as the developer
Non-Agency Built Housing = Housing developments developed by another entity
Agency Assisted Housing = Housing developments developed by another entity that received Agency funding

POST 1995 HOUSING PROJECT COMPLETIONS

AB1290 of the California Redevelopment Law also requires information on affordable housing compliance for each project area. The following information are units built in both project areas since 1995.

1976 Project Area

TABLE 1	Address	Project Area	Rent/ Own	Total Units	Very Low Income	Low/Mod Income
Christie Commons	5915 Christie Avenue	1976	O	22	0	0
Temescal Lofts	1001 - 47th Street	1976	O	4	0	0
Ocean Avenue Housing	1265-1269 Ocean Avenue	1976	R	6	3	3
Totals				32	3	3

32 units of Non-Agency built housing has been completed since 1995. The six units at Ocean Avenue are available to very low-income households.

No Agency built housing has been completed since this time. However, a large 220 unit residential project by Catellus, assisted with Agency funds, is near construction completion.

Shellmound Project Area

No housing has been built in the Shellmound Project Area since the 1995 Plan. Construction has recently begun on conversion of the former Emeryville Warehouse into 132 live/work loft spaces.

1997 Housing Compliance Status

The 32 additional units built after 1995 still results in a deficit in Agency built very low-income units and non-Agency built low- and moderate-income units. See Table 4 Housing Compliance Status (Current Production Compliance Status).

PLAN FOR ACHIEVING HOUSING PRODUCTION COMPLIANCE BY 2004

California Redevelopment Law requires an update to the 1995 Housing Compliance Plan outlining the ways in which the Agency intends to meet its housing production inclusionary requirements. The Agency intends to work with both non-profit, for-profit, and other public agencies over the next 2 years of this plan, and through to 2004 to meet established goals. The following section outlines the Agency's projections of meeting inclusionary requirements and total housing development for each project area from the present time to 2004. Included is the estimated amount the Agency will spend on each project from its Low- and Moderate-Income Housing Fund to produce affordable units. The Agency's Affordable Housing Program table is attached to this Plan Amendment.

During the three years since the adoption of the 1995 Plan, priorities have changed and projects have been deleted and added. Total housing production figures for both project areas in the 1995 Plan were estimated at 638 by 1999 and 1,127 by 2004. Since that time a number of potential projects have changed. The housing contemplated on the Del Monte site is now slated for an office development by Pixar. Potential plans for a residential apartment tower on the St. Alban's site have been scaled down to a smaller project with considerably fewer units. These projects represented a substantial portion of the total number of units projected to be developed in the two project areas by 2004. As a result, the total number of units estimated to be developed in this Amendment is lower than in the 1995 Plan.

1976 PROJECT AREA

AGENCY BUILT HOUSING PROJECTS:

1258 - 64th Street **$730,000**
This project will consist of three units of ownership housing for first-time homebuyers. Two units will be affordable to households of moderate-income and one unit to a household earning a very low-income. Construction has begun and the project will be complete in summer 1998.

1268 - 64th Street **$550,000**
This project will include two units of ownership housing for first-time homebuyers. One unit will be affordable to a moderate-income household and the other unit to a household with a very low-income. Construction has begun and the project will be complete in summer 1998.

NON-AGENCY BUILT HOUSING PROJECTS WITH AGENCY ASSISTANCE:

Projects Currently in Predevelopment or Construction

Project: 36th Street AIDS Housing **$353,000**
This project consists of six housing units for persons with AIDS. Resources for Community Development is the developer, and they will be contracting with Catholic Charities to conduct a full-service social services program for project residents. The six unit development, located at 1034 - 36th Street, will be affordable to very low income households. Project completion is estimated at February 1998.

Project: 4800 San Pablo Avenue **$1,300,000**
This development is a joint venture with Oakland Community Housing, Inc., and the Community Development Corporation of Oakland. The site is located on San Pablo Avenue between 48th and 53rd Streets within the jurisdictions of Oakland and Emeryville. The development consists of 17 home ownership units, all affordable to moderate income households. Construction is expected to begin in July 1998.

Project: East Bay Bridge **$3,500,000**
Catellus, the East Bay Bridge developer, is constructing 220 units of rental housing adjacent to the East Bay Bridge shopping center along 40th Street, between Hollis and Emery Streets. This project will be for mixed incomes, from very low to market rate, and will include ground floor retail, extensive landscaping, a tot lot, and jacuzzi. 89 units will be designated for low- and moderate-income households. The project is expected to be completed by January 1998.

Project: The Avalon **$3,023,000**
The project involves the renovation and expansion of the Ritz and Sands properties into 70 units of senior housing and ground floor commercial space. All 70 units will be affordable to very low-income households. Project completion is anticipated in June of 1999.

Project: Jobs/Housing Linkage **$1,000,000**
This project will construct a mixed-use project at 36th and San Pablo Avenue to create twelve (12) transitional housing units affordable to very low-income households. The project will be operated by an experienced non-profit developer. Construction is scheduled to begin in late 1998.

POTENTIAL PROJECTS

Project: 4300 San Pablo Avenue **$1,000,000**
This site has the potential to be developed as a 10 unit, mixed use development, including 8 units affordable to moderate-income households and two units for low-income households.

Project: Adeline/Yerba Buena Streets
This project is proposed as 24 units of low to moderate income first time home buyer housing.

Project: Amtrak Parking Lot
This site has the potential to house approximately 100 units of housing over parking.

The projected unit production totals for these proposed and potential housing developments in the 1976 Project Area are as follows:

TABLE 2	By December 31, 1999	By December 31, 2004
New Units Produced	330	464
Very Low Income Units*	115	127
Total Low and Moderate Income Units*	205	263

* Includes completed 6 unit project at Ocean Avenue (3 very-low income units and 3 low income units)

SHELLMOUND PROJECT AREA

AGENCY BUILT HOUSING PROJECTS:

The Agency does not plan to construct or purchase any housing units in the Shellmound Redevelopment Area during this time period.

NON-AGENCY BUILT HOUSING PROJECTS WITH AGENCY ASSISTANCE:

Project: 1500 Park Avenue
This renovation of a warehouse into lofts will result in 132 units of housing. 21 of these units will be affordable to households of moderate-income and 5 units affordable to low income. Construction began in December 1997 and is expected to be complete by February 1999.

NON-AGENCY BUILT HOUSING PROJECTS:

Project: San Pablo Avenue Mixed Use Development
A current development proposal includes the construction of 74 market rate, for-sale townhomes built on the eastern portion of the former Kaiser site. Construction will begin in July 1998.

The projected unit production totals for these proposed and potential housing developments in the Shellmound Project Area are as follows:

TABLE 3	By December 31, 1999	By December 31, 2004
New Units Produced	206	206
Very Low Income Units	0	0
Total Low and Moderate Income Units	26	26

HOUSING PRODUCTION COMPLIANCE BY 2004

This section summarizes the Agency's expected housing production compliance by 2004. The completion of the proposed and projected housing developments described previously will result in the following compliance numbers.

Agency Built Units

- A 7 unit surplus in units affordable to low- or moderate-income households.
- A 0 unit surplus in units affordable to very low-income households.

Non-Agency Built Units

- A 174 unit surplus in units affordable to low- or moderate-income households.
- A 133 unit surplus in units affordable to very low-income households.

The above summary indicates that the Agency expects to exceed its housing production requirements. See Table 4 Housing Compliance Status on the following page for a detailed breakdown of these figures.

TABLE 4 Housing Compliance Status

Current Production Compliance Status

	Total Units Built	Low & Moderate Income Units			Very Low Income Units		
		Required	Built/ Expected	Surplus (Deficit)	Required	Built/ Expected	Surplus (Deficit)
Agency Built Units							
1976 Project Area	6	2	6	4	1		-1
Shellmound Project Area	0	0	0	0	0	0	0
Total Project Areas	**6**	**2**	**6**	**4**	**1**	**0**	**-1**
Non-Agency Built Units							
1976 Project Area	1649	247	243	-4	99	149	50
Shellmound Project Area	65	10	0	-10	4	0	-4
Total Project Areas	**1714**	**257**	**243**	**-14**	**103**	**149**	**46**

Note: These numbers represent the total number of units built in each Project Area since the adoption of each Project Area Redevelopment Plan (1976 & Shellmound).

Projected Unit Additions, 1998-2004

	Total Units Expected	Low & Moderate Income Units			Very Low Income Units		
		Required	Built/ Expected	Surplus (Deficit)	Required	Built/ Expected	Surplus (Deficit)
Agency Built Units							
1976 Project Area	5	2	5	3	1	2	1
Shellmound Project Area	0	0	0	0	0	0	0
Total Project Areas	**5**	**2**	**5**	**3**	**1**	**2**	**1**
Non-Agency Built Units							
1976 Project Area	464	70	263	193	28	127	99
Shellmound Project Area	206	31	26	-5	12	0	-12
Total Project Areas	**670**	**101**	**289**	**189**	**40**	**127**	**87**

Production Compliance Status by 2004

	Total Units Expected	Low & Moderate Income Units			Very Low Income Units		
		Required	Built/ Expected	Surplus (Deficit)	Required	Built/ Expected	Surplus (Deficit)
Agency Built Units							
1976 Project Area	11	3	11	7	2	2	0
Shellmound Project Area	0	0	0	0	0	0	0
Total Project Areas	**11**	**3**	**11**	**7**	**2**	**2**	**0**
Non-Agency Built Units							
1976 Project Area	2113	317	506	189	127	276	149
Shellmound Project Area	271	41	26	-15	16	0	-16
Total Project Areas	**2384**	**358**	**532**	**174**	**143**	**276**	**133**

HOUSING FUND RESOURCES AND EXPENDITURES

California Redevelopment Law requires a redevelopment agency to set aside at least 20% of all tax increment revenues generated in its project areas in a separate Low and Moderate Income Housing Fund (LMIHF). These funds must be used for the purpose of increasing, improving or preserving the supply of low and moderate income units within the community. To meet these objectives, agencies may expend funds on land acquisition, building acquisition, construction of new units, on and off-site improvements, rehabilitation of existing units, a portion of principal and interest payments on bonds, loans and subsidies to buyers or renters, and other programs that meet the stated objectives. Additionally, Section 33334.4 of the Health and Safety Code states that it shall be the policy of each agency to expend the moneys in its Housing Fund to assist housing for persons of low and very low income in at least the same proportion as the total of housing units needed for those income groups within the community.

The following section of the Implementation Plan summarizes the Agency's existing and expected Housing Fund resources the next five years, and how those resources will be expended to meet housing goals.

Revised as of 1/98

AFFORDABLE HOUSING PROGRAM 1997/98-2000/04

	Total	Very Low	Low	Moderate	Market	Amount Available	Agency Assistance	Comments	Est. Start of Constr.
I. Mandated Requirements									
ABAG Fair Share (1)	765	199	138	168	260			Goals for 1990-1997; new numbers will be established in '97	
Housing Imp. Plan (2)	638	47		127	464			1995 - 2000-triggered by new residential growth	
TOTAL (3)	765	199	138	168	260			ABAG goals are used as they are the highest	
GOALS MET:1990-1996	432	117	67	170	78				
BALANCE	-333	-82	-71	2	-182				
II. Funding Resources Available									
Existing Cash Balance						$1,903,738			
1995 Bond						$5,884,820		Includes interest income earned over two years	
1999 Bond (Proposed)						$4,250,000		Proposed	
Kaiser Replace. Hsg.					$760,000			Based on Replacemt. Hsg. Plan, less 6 live/wk. condos	
CDBG Reserved Funds					$348,000			Program Income, plus a 3 year advance	
Home Sales						$500,000		Sale proceeds of five 64th Street condos	
Add'l Increment (96-04)						$322,076		Based on 3% annual growth	
Investment Earnings						$1,152,851		Includes estimates for increment and 4 years interest income	
TOTAL						$14,013,485			
III. Projects In The Pipeline									
36th St./AIDS	6	6	0	0	0		Funded	Rental (AIDS)	under const
4800 San Pablo Ave.	17	0	0	17	0		$1,200,000	Ownership/families & live-work	7/98
1258 - 64th Street	3	1	0	2	0		$416,162	Ownership/addtl. $70k in Kaiser Replacement Hsg Funds	under const
1268 - 64th Street	2	1	0	1	0		$382,306	Ownership	under const
East BayBridge	220	22	67	0	131		$2,810,000	Rental, converts to ownership/$690k in Kaiser Replace. funds	under const
1500 Park Street	132	0	5	21	106		$2,000,000	Ownership	under const
The Avalon	70	70	0	0	0		$2,925,000	Senior rental	under const
TOTAL	450	100	72	41	237				
NEW BALANCE	117	18	1	43	55			Status in meeting ABAG goals: MET/EXCEEDED!!	
IV. Proposed Projects									
Jobs/Housing Linkage	12	12	0	0	0		$1,000,000	Proposed Transitional Housing + addtl. $348k in CDBG	1999
4300 San Pablo Ave	10	0	2	8	0		$913,000	Ownership/Live Work	2000
TOTAL	22	12	2	8	0				
NEW BALANCE	139	30	3	51	55				
V. TOTAL UNITS	472	112	74	49	237				
VI. TOTAL AGENCY ASSISTANCE									
VII. FUNDING SURPLUS/(DEFICIT)									

10 Year Plan $11,646,468 *5 Year Plan Subtotal* $10,733,468

$2,367,017

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EMERYVILLE

REDEVELOPMENT PLAN

EMERYVILLE, CALIFORNIA

1976

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I. INTRODUCTION

The EMERYVILLE Redevelopment Plan consists of text and one map (Exhibit A). This Plan has been prepared by the Redevelopment Agency of the City of Emeryville, Emeryville, California, pursuant to the Constitution of the State of California, the Community Redevelopment Law of the State of California, and all applicable laws and local ordinances.

II. GENERAL DEFINITIONS

The following references will be used in this Plan unless the context otherwise requires:

A. "Agency" means the Redevelopment Agency of the City of Emeryville, Emeryville, California.

B. "City" means the City of Emeryville, California.

C. "County" means the County of Alameda, California.

D. "General Plan" means the Emeryville General Plan.

E. "Map" means the Project Boundary and Land Use mpa for the EMERYVILLE Redevelopment Project (Exhibit A).

F. "Owner" means any individual or entity owning "real property" as defined herein.

G. "Person" means any individual, or any public or private entity.

H. "Personal property" means movable property, chattels, property not part of real property defined below.

I. "Plan" means the EMERYVILLE Redevelopment Plan.

J. "Planning Commission" means the Planning Commission of the City of Emeryville, California.

K. "Project" means EMERYVILLE Redevelopment Project.

L. "Project Area" means the area included within the boundaries of the EMERYVILLE Redevelopment Project.

M. "Real Property: means land; including land under water and waterfront property; buildings, structures, fixtures, and improvements on the land; and property appurtenant to or used in connection with the land; every estate, interest privilege, easement, franchise, and right in land, including but not limited to rights-of-way, terms for years, and liens, charges, or encumbrances by way of judgment, mortgage or otherwise and the indebtedness secured by such liens.

N. "Redevelopment Law" means the Community Redevelopment Law of the State of California (California Health and Safety Code, Section 33000 et seq.).

O. "State" means the State of California.

P. "Zoning Ordinance" means the current Zoning and Planned Unit Development Ordinances of the City of Emeryville, California, (Ordinance #495 as amended; Ordinance #6807 and #7003).

III. PROJECT AREA BOUNDARIES

The EMERYVILLE REDEVELOPMENT Project Area, hereinafter called the "Project Area," is delineated on the Project Boundary and Land Use Map designated as Exhibit A, attached hereto and by this reference made a part hereof, and is more particularly described as follows:

REAL PROPERTY in the City of Emeryville, County of Alameda, State of California, described as follows: Beginning at the southeasterlymost corner of the Emeryville-Oakland City limits, said point being situated in 36th Street, approximately 150 feet easterly of San Pablo Avenue; thence northwesterly and northeasterl along the easterlymost boundary between the cities of Emeryville and Oakland to a point in the center line of Temescal Creek; said cente line being the boundary line between the cities of Emeryville and Oakland; thence westerly along the center line of Temescal Creek to the center line of San Pablo Avenue; thence northerly along the center line of San Pablo Avenue to the center line of 53rd Street; thence westerly along the center line of 53rd Street to the boundar line between the cities of Emeryville and Oakland; thence southerly, and westerly along said boundary line to the southerly extension of a line 12 feet westerly of and parallel to the easterly line of Vallejo Street, said parallel line also being the boundary between the cities of Emeryville and Oakland; thence northerly along the southerly extension of the parallel line and continuing northerly along the line parallel to and distant 12 feet measured westerly from the easterly line of Vallejo Street, to the boundary line betw the cities of Emeryville and Berkeley; thence westerly 65 feet more or less, along the boundary between Emeryville and Berkeley to the northwesterly line of a Southern Pacific Company parcel, thence southwesterly along the northwesterly line of the Southern Pacific Company and the southwesterly prolongations thereof, across 67th, 66th, and 65th Streets, to the southerly line of Peabody Lane; thence westerly along the southerly line of Peabody Lane 47 feet more or less to the westerly line of Doyle Street; thence southerly along the westerly line of Doyle Street to a point in the northwest line of the Southern Pacific Company property, said point situated approximately midway between 61st and 59th Streets; thence leaving the westerly line of Doyle Street and proceeding southwesterly along the northwesterly line of the Southern Pacific Company and along southwesterly prolongations thereof, across 59th and Powell Streets, to the easterly line of Peladeau Street, said point being an angle point in the northwesterly line of the Southern Pacific Company property; thence continuing southwesterly along the north-

westerly line of the Southern Pacific Company property, to the southe prolongation of the easterly line of Landregan Street; thence northerl along the southerly prolongation of the easterly line of Landregan Street and continuing northerly along the easterly line of Landregan Street and the northerly prolongation thereof, to the southerly line of 62nd Street; thence westerly along the southerly line of 62nd Street to the easterly line of the Southern Pacific Company main line railway property as it exists 100 feet wide; thence northerly along the easterly line of the Southern Pacific Railroad main line to the northerly line of 65th Street; thence westerly, and northwester along the northerly and northeasterly line of 65th Street; and continuing northwesterly along the northwesterly prolongation of the northeasterly line of 65th Street to the northeasterly line of the Frontage Road; thence northwesterly along the northeasterly line of the Frontage Road to the boundary between the cities of Emeryville and Berkeley; thence westerly along the boundary line between the cities of Emeryville and Berkeley 700 feet to a point; thence southerly 2300 feet, more or less, to the northwesterly corner of parcel 3 as shown on parcel map number 1535, filed with the Alameda County Recorder in August, 1974; thence south 22°30'59" west 486.48 feet along the northwesterly line of parcel 3, to a point; thence south 84° 10'12" west 12.44 feet to a point;thence north 89° 33'23" west 33.39 feet to a point; thence south 21° 22' 5" east 253.87 feet to a point; thence south 68° 37' 55" west 296.5 feet to a point; thence south 21° 22' 5" east 253.63 feet to a point; thence south 68° 37' 55" west 116.00 feet to a point; thence south 21° 22' 05' east 343.48 feet to a point in the northerly line of Powell Street as it now exists, 80 feet wide; thence north 88° 52' 05" west 1,721.54 feet to a point; thence north 01° 08' 50" east 80.03 feet, to a point; thence north 85° 10' 22" east 86.47 feet to a point; thence north 47° 10' 13" east 79.21 feet, to a point; thence north 0° 24' 23" east 232.02 feet to a point; thence north 41° 44' 55" east 46.10 feet to a point; thence north 89° 02' 21" east 16.62 feet to a point; thence north 01° 07' 55" east 91.02 feet to a point; thence south 88° 52' 05" east 145.24 feet to a point; thence north 01° 02' 05" east 778.47 feet to a point in the southerly line of lands now or formerly of the Santa Fe Land Improvement Company; thence north 88° 52' 05" west 455 feet to the southwesterly corner of property now or formerly of the Santa Fe Land Improvement Company; said point also being the southeasterlymost corner of a 7.5 acre parcel of the City of Emeryville; thence north 74° 14' 08" west 592.43 feet to a point in the easterly line of the Trust Tidelands granted to the City by the State of California in 1919; thence southwesterly along the Trust Tidelands boundary 2,250 feet more or less to the boundary between the cities of Emeryville and Oakland; thence southeasterly along the boundary between the cities of Emeryville and Oakland 6,300 feet more or less to the easterly line of Interstate 80 Highway; thence northerly along the easterly line of Interstate 80 Highway 530 feet more or less to the northwesterlymost corner of Assessor's Parcel #49-617-1-3; thence

easterly along the northwesterly line of Assessor's Parcel 49-517-1-3 371.17 feet to a point in the southerly prolongation of the easterly line of Shellmound Street as it now exists 60 feet wide; thence northerly along the southerly prolongation of the easterly line of Shellmound Street 100 feet more or less to the southeasterly corner of Shellmound Street; thence continuing northerly along the easterly line of Shellmound Street 1,313.33 feet to the northerly line of Assessor's Parcel 49-1038-1-1; thence easterly along the northerly line of Assessor's Parcel 49-1038-1-1 387.20 feet to the westerly line of the Southern Pacific Railroad main line right-of-way as it now exists 100 feet wide; thence southerly along the westerly line of the Southern Pacific Railroad right-of-way 400 feet more or less to the westerly prolongation of the northerly line of 53rd Street as it now exists 60 feet wide; thence easterly along the westerly prolongation of the northerly line of 53rd Street 440 feet more or less to the westerly line of Horton Street as it now exists 60 feet wide; thence southerly along the westerly line of Horton Street 1,150 feet more or less to the northerly line of 45th Street as it now exists 60 feet wide; thence easterly along the northerly line of 45th Street 708 feet more or less to the easterly line of Hollis Street as it now exists 60 feet wide; thence northerly along the easterly line of Hollis Street 2,000 feet more or less to the southerly line of a Southern Pacific Company right-of-way; thence easterly, southeasterly, and southerly along the southerly, southwest and westerly line of the Southern Pacific Company right-of-way 1,000 feet more or less to a point in the northerly line of 53rd Street, said point lying 240 feet more or less easterly from the easterly line of Hollis Street; thence continuing along the southerly prolongation of the aforesaid westerly line of the Southern Pacific right-of-way southerly, southeasterly, and southerly, 1,300 feet more or less to a point in the northerly line of 45th Street as it now exists 60 feet wide, said point lying 600 feet more or less easterly from the easterly line of Hollis Street; thence easterly along the northerly line of 45th Street 1,000 feet more or less to the westerly line of San Pablo Avenue; thence southerly along the westerly line of San Pablo Avenue 1,265 feet more or less to a line parallel to and distant 400 feet measured southerly at right angles from the southerly line of Park Avenue as it now exists 80 feet wide; thence westerly along the parallel line 2,439 feet more or less to the boundary between the cities of Emeryville and Oakland; thence southeasterly along the boundary between the cities of Emeryville and Oakland 3,150 feet more or less to the point of beginning.

IV. REDEVELOPMENT OBJECTIVES

The Redevelopment Agency of the City of Emeryville proposes to use the redevelopment process to eliminate many aspects of visual, economic, physical and social blight presently existing within the City of Emeryville and more specifically within the boundaries set forth within the EMERYVILLE Redevelopment Plan. Within the Project Area there presently exists an undesirable mixture of residential, commercial and industrial uses. In some parts of the Project Area physical decline in the integrity of building improvements is apparent and in some areas there exist advanced stages of physical deterioration.

In amplification of the purposes set forth in the California Community Redevelopment Law, the objective of this Redevelopment Plan is to provide an improved physical, social, and economic environment within the City of Emeryville by the elimination of the economic, social, and physical blight existing within the Project Area.

Within the broad framework of the above-stated objective, more specific objectives are recognized to be important to different sections of the Project Area. Although no clear boundaries can be established for the different subareas of the Project Area and although the various redevelopment techniques authorized pursuant to Section V can be utilized as appropriate throughout the Project Area, four areas within the project boundaries can be generally identified.

A. Area I

Area I is bounded generally in the north and east by the Emeryville-Oakland City Limit, on the west by the Southern Pacific Railroad Drill Track and on the South by a line parallel to and approximately 300 feet south of 41st Street.

1. It is envisioned that the redevelopment process will be utilized in this area to enhance the environmental quality of this existing residential community. More specifically the Agency may:

(a) Assist residential property owners in rehabilitating their property.

(b) Develop a more cohesive residential community by the elimination of inappropriate commercial and industrial properties within this area when feasible.

(c) Develop a buffer between this residential area and the industrial area by the use of a buffer zone created by a lineal park or other appropriate means.

(d) Develop new low and moderate income housing within the area to stabilize and increase the housing stock and population of Emeryville.

B. Area II

Area II is bounded generally on the north by a line parallel to and approximately 400 feet south of Park Avenue, on the south by the Emeryville-Oakland City Limit and on the east by the Emeryville-Oakland City Limit.

1. It is envisioned that the redevelopment of this area will eliminate the extensive mixed uses and deteriorating physical quality of the improvements in the area. More specifically the Agency may:

(a) Undertake a comprehensive study of this area.

(b) Provide the opportunity for new commercial development within the area which will stabilize the economic and physical deterioration in the area as well as provide new employemnt opportunities.

(c) Provide an attractive and identifiable "gateway" to the southeastern entrance to the City.

C. Area III

Area III is bounded generally on the north by 65th Street, on the south by the north line of the property presently owned by Pflzer and by a line drawn westerly from the southern end of Shellmound Street, on the east by the Southern Pacific Main Line and on the west by Interstate 80.

1. It is envisioned that the redevelopment of this area will stop the exodus of major industrial users from this area, intensify the development of property presently under-utilized and develop appropriate commercial and residential development especially along the freeway frontage.

More specifically, the Agency may:

(a) Assist the development of new commercial and

residential development within this area to strengthen the economic and employment base of Emeryville as well as to provide a greater residential market within the City.

(b) Provide centralized parking where appropriate especially to alleviate the demand for parking in Area IV.

(c) Stabilize existing industrial community and assist those businesses who are considering leaving Emeryville as well as those who wish to stay and/or expand.

D. Area IV

Area IV consists of all of the City of Emeryville west of Interstate 80 except the Trust Tidelands Area, the Watergate Apartments and the Santa Fe Land Improvement Company property north of the Watergate Apartments.

1. As this section of the Project Area contains the greatest potential for new development, it is envisioned that the redevelopment process will be utilized to preserve the natural amenities of this water-oriented area and control the development opportunities as they arise.

More specifically the Agency may:

(a) In conjunction with other applicable agencies preserve and develop public access to the waterfront.

(b) Maintain the natural configuration of the eastern bay line to the north and south of the peninsula.

(c) Provide public park and open space areas in the anchorage area in conjunction with future private commercial development.

(d) Provide if feasible a commuter ferry terminal east of City Hall as envisioned in the General Plan.

(e) Eliminate the pressing demand for increased auto parking required by new development by the development of a local fixed rail transportation system connecting this area to additional parking to be provided in Area III.

V. REDEVELOPMENT TECHNIQUES TO ACHIEVE PLAN OBJECTIVES

A. General

The Agency, in accordance with and pursuant to applicable State and local laws, proposes to strive for economic, social, and physical revitalization and beautification within the Project Area by:

1. Rehabilitation and revitalization of existing structures.

2. Acquisition of real property.

3. Installation, construction, or reconstruction of streets, sidewalks, parking, utilities, landscaping, and other on-site improvements, and provision of open space and recreational land uses.

4. Redevelopment of land by private enterprise or public agencies for use in accordance with this Plan.

5. Relocation assistance to displaced residential and nonresidential occupants.

6. Demolition or removal of buildings and improvements.

7. Disposition of property for uses in accordance with this Plan.

B. Rehabilitation and Moving of Structures by the Agency

1. Rehabilitation.

The Agency is authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project Area acquired by the Agency. The Agency is also authorized and directed to advise, encourage, and assist in the rehabilitation of property in the Project Area not acquired by the Agency.

2. Moving of Structures.

As necessary in carrying out this Plan, the Agency is authorized to move or to cause to be moved any building or other structure to a location within or outside the Project Area.

C. Participation by Owners and Business Tenants

1. Opportunities for Owners and Business Tenants

The Agency shall extend reasonable preferences to persons who own property or are engaged in business in the Project Area, to continue to own property or re-enter in business within the Project Area if they meet the requirements prescribed in this Plan. For that purpose the Agency has adopted Rules for Business Tenant Preferences and Rules for Owner Participation, which are available for public inspection.

It is the policy of the Agency to minimize acquisition of private property when possible and to vigorously pursue the encouragement of participation of existing property owners and businesses within the Project Area. Said participation shall

be pursued by the Agency where consistent with this Redevelopment Plan by allowing owners of parcels of real property to: retain all or a portion of their properties; to acquire adjacent or other properties in the Project Area; and to upgrade and develop their property in conformance with this Plan.

(a) The Agency may determine either on its own direction or pursuant to a request of a property owner that certain property within the Project Area conforms or substantially conforms to this Plan and the owners of such properties will be permitted to remain as conforming owners without an owner-participation agreement with the Agency, provided such owners continue to operate and use the property in conformance with this Plan.

(b) The Agency may also determine either on its own direction or pursuant to a request of a property owner that certain property within the Project Area does not conform to this Plan and the owners of such properties will be required to enter into an owner-participation agreement with the Agency. Each property in the Project Area shall be considered to conform to this Plan until and unless the Agency has determined by resolution that such property does not conform to this Plan.

In the event that any property owner desires Agency determination as to whether his/her property conforms to the

Plan, that property owner can request such determination by resolution as set forth in Section V, E, 1 of this Plan.

2. Rules for Participation Opportunities, Priorities and Preferences

Owners of property and business tenants may participate in the redevelopment of property in the Project Area in accordance with Rules for Business Tenant Preferences and Rules for Owner Participation adopted or subsequently amended by the Agency. In general, these rules provide that, in the event of displacement as a result of Agency activities, existing business owners and business tenants within the Project Area shall be given preference for re-entry into business within the redeveloped Project Area. Owners will be required to submit proof to the Agency of their qualifications and financial ability to carry out their agreement with the Agency.

3. Participation Agreements

Each property owner, not a conforming owner, shall enter into a binding agreement with the Agency by which the property owner agrees to rehabilitate, develop, or use the property in conformance with the Plan and to be subject to the provisions hereof. Such agreements will be prepared by the Redevelopment Agency after consultation with the property owners. Agreements will contain a list of minimum improvements to be made for the specific property to which it applies.

In such agreements, property owners (participants) who retain real property shall be required to join in the recordation of such documents as are necessary in the determination of the Agency to make the provisions of this Plan applicable to their properties.

In the event a participant fails or refuses to rehabilitate or develop his or her property pursuant to this Plan and/or an owner-participation agreement, the Agency is authorized but is not requried to acquire the real property or any interest therein which, if acquired, may be sold or leased for rehabilitation or development in accordance with this Plan and the rules for owner participation.

It is anticipated that the acquisition of real property within the Project Area will be limited and that the Agency's power of eminent domain will be used only in those instances in which the Agency determines that the acquisition of certain real property is necessary and is in the best interest of the Project.

D. Public Improvements

The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements and public utilities (within or outside the Project Area) necessary to carry out this Plan. Such public improvements include, but are not limited to, over or under-passes, bridges,

streets, curbs, gutters, sidewalks, street lights, sewers, storm drains, traffic signals, electrical distribution systems, natural gas distribution systems, water distribution systems, transportation systems, buildings, parks, off-street parking, plazas, playgrounds, and landscaped areas.

E. Property Acquisition

1. Acquisition of Real Property

Except as specifically exempted herein, the Agency may acquire or obtain options to acquire, but is not required to acquire or obtain options to acquire, any or all real property located in the Project Area, by gift, devise, exchange, purchase, eminent domain, or any other lawful method. The Agency may also acquire any other interest in real property less than a fee interest.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and/or in order to effectively execute the Plan, for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area. However, said power of eminent domain will not be exercised when:

(a) The property in question is improved with a structure and the Agency has determined by resolution that the rehabilitation of the structure and its proposed use is consistent with the objectives of the Plan and that such rehabilitation is in the best interest of the Project and the owner has thereafter

entered into an owner-participation agreement with the Agency and is faithfully performing under the terms of the agreement.

(b) The property in question is improved by a structure and the Agency has determined by resolution that said structure and its use is consistent with the objectives of the Plan, that such property conforms to the Plan and that no owner participation agreement is necessary so long as the strcuture is adequately maintained and property landscaped.

(c) The property in question is owned by a public body.

Prior to any acquisition through eminent domain the Agency shall adopt a resolution declaring a need to acquire any specific property and authorizing the acquisition by such a method.

2. Acquisition of Personal Property

Generally, personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by lawful means.

F. Relocation of Residents and Businesses Displaced

It is the intent of the Agency that the displacement of residents and businesses will be minimal and will be pursued only when determined by the Agency to be essential to the successful

implementation of the Plan. No person shall be displaced until a suitable housing unit is available and ready for occupancy. When undertaken, the relocation of persons and businesses will be subject to the following standards:

1. Assistance in Finding Other Locations

The Agency shall assist all families and single persons displaced by the Project in finding other locations and facilities for housing. Such housing shall be decent, safe, sanitary, within their financial means, in reasonable convenient locations, and otherwise suitable to their needs. The Agency is also authorized to provide housing inside or outside the Project Area for displaced persons or families.

2. Relocation Payments

The Agency may pay reasonable moving expenses to persons (including families, business concerns and others) displaced by the Project. This provision is not intended to provide incentives for commercial and industrial businesses to move out of the Project Area. The Agency may make such relocation payments for moving expenses where the Agency determines it is in the best interest of the Project and not to do so would create a hardship on the persons involved. The Agency may make such other payments as may be in the best interest of the Project and for which funds are available. The Agency shall make all relocation payments required by applicable law.

G. Demolition, Clearance, Building and Site Preparation

1. Demolition and Clearance

The Agency is authorized to demolish, clear or move buildings, structures, and other improvements from any real property owned or acquired by the Agency in the Project Area as necessary to carry out the purposes of this Plan.

2. Preparation of Building and Development Sites

The Agency is authorized to prepare or cause to be prepared as building and development sites any real property in the Project Area owned or acquired by the Agency.

H. Property Disposition and Development

1. Real Property Disposition and Development

(a) General

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property.

To the extent permitted by law, the Agency is authorized to dispose of real property by negotiated leases or sales without public bidding.

All real property acquired by the Agency in the Project Area shall be sold or leased for development for the uses permitted in the Plan. Real property may be conveyed by

the Agency to the City or any other public body without charge. Property containing building or structures rehabilitated by the Agency shall be offered for resale within one year after completion of rehabilitation or an annual report concerning such property shall be published by the Agency as required by law.

The Agency shall reserve such powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to insure that development is carried out pursuant to this Plan.

(b) Purchase and Development by Participants

Pursuant to the provisions of this Plan and the rules adopted by the Agency, the Agency may offer real property in the Project Area for purchase and development by owner and business-tenant participants prior to the time that real property is made available for purchase and development by persons who are not owners or business-tenants in the Project Area.

(c) Purchase and Development Documents

To provide adequate safeguards to insure that the provisions of this Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shlal be made subject to the provisions

of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the Zoning Ordinance, use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the office of the Recorder of the County.

The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent equitable servitudes, or any other provision necessary to carry out this Plan.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, religion, sex, or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area. All property sold, leased, conveyed, or subject to a participation agreement shall be made expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer or use, occupancy, tenure or enjoyment of land in the Project Area shall contain such nondiscrimination and nonsegregation clauses as are required by law, and as set forth herein. Appropriate covenants running with the land which will prohibit such restrictions shall be included in the disposition documents.

(d) Development

To the extent now or hereafter permitted by law, the Agency is authorized to pay for all or part of the value of the land and cost of the installation and construction of any buliding, facility, structure, or other improvements either within or outside the Project Area for itself or for any public body or entity to the extent that such improvements would be of benefit to the Project Area.

During the period of development in the Project Area, the Agency shall insure that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed and that development in the Project Area is proceeding in accordance with development documents and time schedules.

The Agency shall require that development plans on property acquired from Agency or on property subject to an owner-participation agreement be submitted to it for review and approval. All development must conform to this Plan and all applicable Federal, State, and local laws, except as such may be modified by requirements of this Redevelopment Plan or Agency agreements entered into to carry out the purposes of this Plan.

(e) Obligations to be Imposed on Redevelopers

Purchasers of land acquired from the Agency or subject to an owner-participation agreement within the Project

Area shall be required to develop such land in accordance with the provisions of this Plan. No building, sign or structure shall be constructed upon any part of such land unless architectural plans and specifications, showing the nature of such construction, parking, loading, surface treatment and landscaping, the location and orientation of structure(s) on the building site and, when requested, the grading plans for the building site to be built upon, shall have been submitted to, reviewed and approved in writing by the Agency or its authorized designee. The Agency shall have the right to refuse to approve any such plans or specifications when in the opinion of the Agency such plans or specifications do not conform with the conditions and objectives of the Plan.

Acquirers, users or developers of land acquired from the Agency or subject to an owner-participation agreement within the Project Area must commence the erection of any building, prosecute diligently the work thereon and complete it within such reasonable period of time as agreed upon with the Agency.

The acquirer, user, or owner shall be responsible for complying with all applicable State and local laws, ordinances and codes, in effect from time to time, not superceded by this Plan.

2. Personal Property Disposition

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge,

encumber, or otherwise dispose of personal property.

I. Presention of Discrimination

1. Redevelopment

The redeveloper shall comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, sex, or national origin, in the sale, lease or occupancy of the property.

Pursuant to California Health and Safety Code (Sections 33337 and 33435-33436), contracts entered into by the Agency relating to the sale, transfer or leasing of land, or any interest therein acquired by the Agency within any redevelopment area or project, the provisions of said Section are substantially the form set forth therein shall be included in such contracts, and such contracts shall further provide that the provisions of said Section shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties and all other transferees under the instrument.

2. Contracts

All deeds, leases or contracts for the sale, lease, sublease or other transfer of any land in the Project Area shall contain the following nondiscrimination clauses as prescribed by California Health and Safety Code, Section 33436:

In deeds the following language shall appear:

> "The grantee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against, or segregation of,

any person or group of persons on account of race, religion, sex, or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee himself or any person claiming under or through him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

In leases, the following language shall appear:

"The lessee herein covenants by and for himself, his heirs, executors, administrators, and assigns, and all persons claiming under or through him, and this lease is made and accepted upon and subject to the following conditions: "That there shall be no discrimination against or segregation of any person or group of persons, on account of race, religion, sex, or national origin, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment, of the premises herein leased, nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

3. Duration

The covenants in deeds, leases, and contracts from or with the Agency, with respect to Prevention of Discrimination, shall remain in effect in perpetuity.

J. Cooperation with Public Bodies

Certain public bodies are authorized by State law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this Project. The Agency shall seek the aid and cooperation of such public bodies

and shall attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency by law is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency, however, will seek the cooperation of all public bodies which own or intend to acquire property in the Project Area. The Agency shall have the right to impose on all public bodies the planning and design controls contained in the Plan to insure that present uses and any future development by public bodies conform to the requirements of this Plan. Any public body which owns or leases property in the Project Area will be afforded all the privileges of owner and tenant participation in the Project.

K. Property Management

During such time as property in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for redevelopment.

In any year during which the Agency owns property in the Project Area, the Agency may, but shall not be required to, pay to the City of Emeryville, Alameda County or any public district, public entity, or other public corporation which would have levied a tax upon such property had it not been exempt, an amount of money in lieu of taxes; provided that no such payment shall be made for any period during which such property is devoted to a public use.

VI. LAND USES, CONTROLS AND PROCESSING

The permitted land uses of the Redevelopment Plan are consistent with and conform to the Emeryville General Plan.

A. Map

A land use map showing the permitted land uses and major circulation routes within the Project Area is attached hereto as Exhibit A.

B. Land Uses

The areas designated on the attached Exhibit A shall be developed or redeveloped for uses which may include but shall not be limited to the uses described below. It is the intention of this Plan for the provisions of the land use definitions of the Emeryville Zoning Ordinance #495 as amended, and Planned Unit Development Ordinances #6807 and #7003, hereinafter collectively referred to as the "zoning ordinance", to apply to the land uses designated on the attached Exhibit A.

Because of the length and complexity of said Zoning Ordinance, the land use definitions listed below are intended to be a general summary of the permissible uses within each classification. It should be understood however that the detailed definitions, requirements, and limitations as set forth in the Emeryville zoning ordinance, as it now exists or is hereafter amended, shall apply to the development hereunder and as such, Emeryville zoning orindance is incorporated herein by reference.

(1) Residential Use

(a) One family dwellings, two family dwellings, multiple dwelling units.

(b) Public parks, public playgrounds, public play lots, churches, community centers, schools and libraries, subject to securing a use permit in each case.

(c) Establishments for the day care of pre-school children when such uses will not be detrimental to the neighborhood in which they are to be located and subject to securing a Use Permit in each case.

(d) Home occupations as customarily conducted on residential property and carried on by the inhabitants of the dwelling thereon, which use is clearly incidental and secondary to the use of th property for residential purposes and which does not change the charact thereof. Home occupations shall be allowed only if a Use Permit is secured in each case.

(e) Accessory buildings and uses thereof, on the same lot with any of the above uses, provided, however, that no accessory buildings shall be constructed on a vacant lot unless concurrently with the construction of the main building unless a Use Permit is secured.

(f) A separate apartment for the use of the grandfather, grandmother, father, mother, father-in-law, mother-in-law, son, daughte grandson or grand-daughter, uncle or aunt, sister, brother, sister-in-law or brother-in-law of a member of the family occupying the principal quarters of the dwelling. Such apartment shall be an integral part of

the same building in which the principal quarters are located but may be used as a separate dwelling unit. The floor area of such apartment shall not exceed five hundred (500) square feet or one-third (1/3) of the gross floor area of the structure, whichever is greater. Establishment of such an apartment shall be subject to a Use Permit in each case.

Without extending by implication the foregoing stated permissible uses, the following uses are expressly prohibited in the residential district: any use excluded from the commercial or industrial districts and any kind of manufacture, treatment or processing of any product, and the storage of trucks, machinery or other equipment used in any business activity.

(2) Commerical Use

(a) All uses permitted in a residential district without regard to securing any use permit.

(i) In two family or multiple dwelling units located in the commercial district there shall be not more than one dwelling unit for each 500 square feet of land contained in the total area of the lot upon which the structure is located.

(ii) Multiple dwelling units constructed in the commercial district shall have a front yard of not less than five feet in depth.

(b) The following uses when conducted within a building: appliance stores, banks, hotels, barber shops, beauty parlors, book stores, cleaners, agents, clothing stores, card rooms when legally

licensed by the city, department stores drug stores, florists, food stores, furniture stores, hardware stores, millinery shops, music stores, paint stores, photography shops, professional and other offices, radio stores, restaurants, service stations, shoe shops, on and off sale liquor stores, theaters, and other retail commercial business uses of the same general character as those enumerated in this sub-section and not obnoxious or detrimental to the neighborhood in which they are located.

(c) Animal hospitals, new auto sales and service, auto repair shops, auto rentals, drive in restaurants, garden supplies, glass stores, plumbing shops, testing laboratories and other uses which are of the same general character as enumerated in this subsection and which will not be obnoxious or detrimental to the neighborhood in which they are located and all subject to securing a Use Permit in each case.

(d) Uses Expressly Prohibited.

Without extending, by implication, the foregoing stated permissible uses, the following uses in a commercial district are expressly prohibited: machine shop; lumberyard; coal yard; wood-yard; trailer park or camp; tourist camp; auto court; motel; warehouse; auto wrecking plant; sales yard for used automobiles; automobile or motor vehicle wrecking; bakery; other than that whose products are sold only at retail on the premises; blacksmith or horse shoeing shop; bottling works; building materials storage yard; cabinet or woodworking shop; carting; expressing; hauling or storage yard; warehouses; mortuaries; cleaning and dyeing works; contractors plant or storage

yard; feed or fuel yard; food-stuffs (manufacture or preparation), laundry, including self service or hand laundry unless such laundry, self service or hand laundry occupies not more than 2000 square feet and the machinery used therein is operated by hand, gas or electricity and does not emit noise, smoke or steam; livery stable; stone monumental works; storage of goods or materials; tinsmith shop; wholesale business; any use excluded from the industrial district; any kind of manufacture, processing or treatment other than the manufacture, treatment or processing of products clearly incidental to the conduct of a retail business on the premises, provided that such manufacture, treatment or processing occupies not more than 25 per cent of the floor area devoted to such permitted use and subject to securing a Use Permit in each case.

(3) Industrial Use

(a) All uses permitted in any residential district.

(b) All commercial, business, industrial, public utility and manufacturing uses except uses which are or may become objectionable by reason of the production of noise, offensive odors, dust, smoke, bright light, vibration or involving the handling of explosives or dangerous materials, provided that such objectionable uses may be permitted if a Use Permit is secured in each case, and provided further that the following uses shall be allowed only if a use permit is secured in each case: auto wrecking; acid manufacture, cement, lime, gypsum or plaster or paris manufacture; commercial excavation of earth or building materials; distillation of bones; dumping, disposal, incineration or reduction of garbage, sewage, offal or dead

animals; explosives, manufacture or storage; fat rendering; fertilizer manufacture; gas manufacture; glue manufacture; hog raising; iron, junk or rags storage and baling; petroleum refining; smelting of tin, copper, zinc, iron or other ores; stockyards or slaughter of animals; tannery; trailer parks or camps.

(4) Planned Unit Development Use

(a) All uses permitted pursuant to Planned Unit Developr Ordinances #6807 and #7003

(5) Parks, Recreation, Open Space, Public Buildings

Park and recreational facilities as well as public open space should be developed throughout the Project Area. Specific areas to the extent they can now be preliminarily identified have been designated on Exhibit A for such purposes. However, open space and public areas, as well as any public buildings which may be necessar may be interspersed with other uses in any area.

(6) Principal Streets and Right of Way

A layout of the principal streets within the Project Area is indicated on the attached Exhibit A attached hereto and by this reference made a part hereof. New streets, overpasses, underpasses, vehicular and/or pedestrian bridges may be constructed to provide or improve access to any area or as may be needed for proper development.

As illustrated in Exhibit A, it is anticipated that certain streets will be extended to provide better access while others will be terminated to provide an environmental atmosphere more consistent with the anticipated land use within certain areas. Said

recommended street changes are consistent with those set forth in the Emeryville General Plan dated December 1974.

(7) Existing Nonconforming Uses

The Agency is authorized to permit an existing use to remain in an existing building in good physical condition which does not conform to the provisions of this Plan provided that such use is generally compatible with the developments and uses within the Project Area. Nothing herein shall require Agency to acquire existing non-conforming uses unless the Agency in its sole discretion determines that such acquisition is in the best interests of the Project.

C. General Controls and Limitations

All real property in the Project Area is hereby made subject to the controls and requirements of this Plan. No real property shall be developed, rehabilitated, or otherwise changed after the date of the adoption of the Plan except in conformance with the provisions of this Plan and any standards or guidelines which may be adopted by the Agency to assist in implementation of the Plan, the Zoning Ordinanc of the City of Emeryville, and all applicable State and local laws.

(1) Density, Intensity, Coverage and Open Space

Density, intensity, coverage and open space shall comply with the density, intensity and coverage limitations and open space requirements, including lot and yard requirements, height limits and other controls, imposed by the Zoning Ordinance of the City of Emeryville as it exists or is hereafter amended as well as those imposed by the Emeryville General plan. The Agency is authorized to

adopts additional, more restrictive standards related to density, intensity, coverage and open space.

(2) Dwelling Units

There presently exists approximately 1100 dwelling units within the Project Area. It is anticipated that upon Project completion, there may be approximately 400 additional units. However, this latter figure is a general estimate based on market forecasts and is subject to change as a result of changing economic factors and activities of the Agency and other public and private entities. It is anticipated that some new units will be developed in conjunction with the rehabilitation efforts in Sub-Area I and that new multifamily dwelling units may be developed in Area III as land becomes available to the private market and the demand for such housing increases.

(3) Off-Street Parking

Off-street parking shall comply with the off-street parking requirements of the City of Emeryville, as they exist or are hereafter amended. The Agency is authorized to adopt additional, more restrictive standards related to off-street parking.

(4) Signs

Signs shall comply with the sign requirements of the City of Emeryville, as they exist or are hereafter amended. The Agency is authorized to adopt additional, more restrictive standards related to signs.

(5) Utilities

The Agency may require that utilities be placed underground when physically and economically feasible.

(6) Nondiscrimination and Nonsegregation

There shall be no discrimination or segregation based on race, religion, sex, or national origin, permitted, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area.

(7) Additional Standards or Guidelines for Development

Within the limits, restrictions, and controls established in the Plan, the Agency is authorized to establish such additional standards or guidelines as it determines to be necessary to implement the Plan, which may include, but which are not limited to, building heights and bulk, building coverage, design criteria, architectural character, landscaping character, sign character, traffic circulation, ingress and egress.

(8) Variations

Under exceptional circumstances, the Agency is authorized to permit variations from the limits, restrictions, and controls established by the Plan or by any standards or guidelines which may be adopted by the Agency to assist in implementation of this Plan. In order to permit such a variation, the Agency must determine that:

(a) The application of one or more of the provisions of this Plan would result in unnecessary hardship to the property owner; and

(b) There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not apply generally to

other properties having the same standards, restrictions, and controls; and

(c) Permitting a variation from the limits, restrictions, or controls of this Plan will not be materially detrimental to the public welfare or injurious to property or improvements in the area; and

(d) Permitting a variation will not be contrary to the objectives of this Plan.

No such variation shall be granted which changes a basic land use pursuant to this Plan or which permits other than a minor departure from the provisions of this Plan. In permitting any such variation, the Agency shall impose such conditions as are necessary to protect the public health, safety, or welfare, and to assure compliance with the objectives of the Plan.

D. Building Permit Processing

(1) Review of Applications

Upon the adoption of this Plan, no permit shall be issued for the construction of any new building or the addition to an existing building or any permit for rehabilitation in the project area until the application for such permit has been processed in the manner herein provided. Any permit that is issued hereunder must be for construction or maintenance which conforms to the provisions of this Plan.

The procedure for filing an application for a building permit shall be the same procedure currently used by the City in processing building permit applications. Upon receipt of an application by the City, the application shall be submitted to the Executive

Director (or the authorized designee of the Executive Director) of the Redevelopment Agency for review to determine if the proposed improvements conform to the Redevelopment Plan. Within fifteen (15) days thereafter, the Executive Director shall submit a report to the City on said application. Said report shall recommend:

(a) Approval of the application, or

(b) Approval of the application with specified modifications or conditions, or,

(c) Denial of the application with reasons therefor.

After receipt of the report or after 15 days from the submittal of the application to the Executive Director, whichever first occurs, the City may issue the permit with conditions, if any, as set forth in the Executive Director's report, or may deny the issuance of the permit pursuant to the Executive Director's report.

(2) Appeal

The applicant or the Agency may appeal the City's decision to withhold, to conditionally allow, or to allow the issuance of such a permit pursuant to established city procedures.

VII. NEIGHBORHOOD IMPACT STATEMENT

The purpose of this section is to describe the impact of the project upon the residents of the area and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, on school population and quality of education, property assessments and taxes as well as other matters affecting the physical and social quality of

the neighborhood.

All these factors are discussed in depth in the Environmental Impact Report prepared for this Plan. To include that data herein would be excessively voluminous and unnecessarily repetitive. However, the following is a summary of the consideration given to the above factions in the development of this Plan.

The project is designed to eradicate the blighted conditions now prevalent in the area. These conditions are represented in part by a rapidly accelerating depreciation and deterioration of the existing housing stock within the Project Area as well as by a general economic and physical deterioration and under-utilization of property within the Project Area.

The Project Area includes residential, commerical and industrial properties as those areas are specifically identified by the four subareas (I-IV) set forth in Section IV herein. The Project would have beneficial impact on the Project Area, surrounding areas and the community. Although some adverse impacts might be expected to occur, these would be far exceeded by positive benefits of the Project.

A principal goal of the project is to revitalize and rehabilitate the exisiting housing stock within the Project Area as well as to develop new low and moderate income housing within this residential community. In addition the Project is designed to provide a buffer between this existing residential neighborhood (subarea I) and the industrial area III through the utilitzation of a linear park.

The rehabilitation of this area (I) will have a beautification

effect on the immediate neighborhood both in stablizing the existing population as well as creating new housing resources for new residents. The increased population will inable the school district to more effectively utilize its fixed assets and general operating budgets as the loss of school population in the district is of some social and fiscal conern at present.

To accomplish this housing goal it will be necessary to develop financial resources to provide low interest loans and possible grants to those project residents that cannot afford to rehabilitate their property with convential financing.

Although some adverse impact might be expected to occur, it is anticipated that these would be of a temporary nature during the period of construction or reconstruction and that these adverse impacts would be far exceeded by the positive benefits of the project.

The redevelopment envisioned for subarea III will stablize the loss of the City of large industrial users either by providing the necessary assemblage power to allow for industrial expansion or to find new uses for the property so abandoned by vacating industries. To the extent possible new commerce and residential reuses will be sought for vacant or under-utilized property.

The effect on surrounding neighborhoods will be minimal as such property is surrounded by existing industrial use, except to the east where the buffer park is envisioned. The increased utilization of land will provide additional revenues to the Agency to assist in the revitalization of the residential neighborhood which may not be feasible without such resources.

Subarea II is characterized by an incompatible mixture of commercial and residential uses and has for a substantial period of time been in a state of active decline. The area is physically deteriorated and needs substantial public support if it is to be revitalized.

Although specific activities must await further detailed study, it is presently anticipated that the major arterioles within this area should be devoted to commercial rather than residential use and that property acquisition may in fact be necessary in order to assemble parcels of sufficient size to allow for economic development to take place.

The area is further characterized by a higher-than-average crime rate and significant social problems. To that end, the redevelopment of this area will have substantial economic and social benefits to the entire community and will eradicate an intensifying blight within the City of Emeryville.

To accomplish these tasks, however, it may be necessary to relocate individuals and/or businesses. Although this may possibly have an adverse impact upon the individuals or businesses to be so relocated, each such relocation will be done in accordance with California Relocation Act and all persons entitled will receive relocation benefits as provided by law.

On the whole, any adverse impact will be far outweighed by the substantial benefits to be derived by the surrounding neighborhoods. This is especially true in the residential areas as the regeneration

anticipated cannot help but stablize an environment which presently detracts from the potential for residential life which now exists within the City.

Subarea IV is primarily undeveloped at present. The shoreline areas within this section of the Project Area are presently subject to submergence and although designated as residential land use are not developable in their present condition. However, they provide a unique asset to the community and it is important that the development of these areas be specifically controlled and that their uses be of maximum benefit to the community. It is not anticipated that the Agency will assist in the development of this area except as it might relate to future public use of this unique community asset.

In addition, it is anticipated that within this area a major transporation facility in the form of a ferry terminal should be developed. In conjunction with this ferry terminal, it is proposed that a railway system be developed between the terminal and available parking facilities within the industrial section of the Project Area noted above. Such facilities would provide alternative transportation to the use of the automobile and could in fact alleviate automobile circulation problems not only within the City but within the region.

The linkage of the public improvements and transportation facilities in this section of the Project Area to the commercial and industrial section of this Project Area will provide additional stimulus to the commercial development within the City, and the

commercial development generated will provide the needed funds for the physical and social revitilization of the residential communities within the Project Area. As such, it is anticipated that the benefits derived from the Project Area as a whole will far outweight any adverse impact created as a result of the implementation of this Project.

The Project will require limited residential and business relocation because most development will occur on either vacant land or by rehabilitation of existing buildings. An important goal is to minimize relocation of residents, recognizing, however, that in some limited circumstances residential relocation may be in the best interest of the Plan. In this event, any residents relocated as a direct result of Agency activity will be provided relocation assistance as required by State law.

It must be recognized that if the Project is developed to its maximum it will result in increased traffic, especially on principal access routes. Improvements to the major street system and public transit service should be made so that traffic does not intrude into surrounding neighborhoods. Additional possible impacts which may result with increased traffic include a reduction in air quality and increase in noise. Additionally, the utilization of a fixed rail and ferry system will mitigate these impacts locally and regionally. Additional growth and development in the Project Area will place an increased burden on public services and utilities. Impact upon the school facilities should be beneficial since development will generate

an increased school population which will provide additional fiscal flexibility to the District.

The Project is anticipated to be financed substantially by tax increment funding. In this way, there will be the least burden in taxes to those businesses and homeowners within the Project Area as well as to the general property taxpayer in Emeryville. Upon completion of the Project, sales tax and property tax revenues to the City and other taxing agencies should be substantially increased.

VIII. METHODS FOR FINANCING THE PROJECT

A. General Descriptiion of the Proposed Financing Method

Upon adoption of this Plan by the City Council, the Agency is authorized to finance this Project with financial assistance from the City of Emeryville, State of California, United States Government, property tax increments as set forth below in VIII B, interest income, Agency notes and bonds, or any other available source.

The advances for survey and planning and the operating capital for administration of this Project may come through loans from the City. Such loans shall be on terms established by the City and the Agency. The City may also supply additional assistance through City loans and grants for various public facilities.

As available, gas tax funds from the State of California and the County of Alameda may be used toward the cost of the street system and related improvements. State funds in the form of low interest loans and grants will be utilized as available in connection

with any water related projects. There will also be some revenue accruing to the Project from interest earned on investments of Agency funds. It is anticipated that Federal and State assistance from the Department of Housing and Urban Development and the State Housing Finance Agency will be utilized in connection with the development of new and rehabilitated housing in the Project Area and that revenues derived from the sale of bonds pursuant to the Marks-Foran and "SB99" programs will be considered where appropriate.

The Agency is hereby authorized to obtain advances, borrow funds and create indebtedness and other obligations in carrying out this Plan. The principal and interest on such advances, funds, indebtedness and other obligations, may be paid from tax increments or any other funds available to the Agency.

B. Tax Increments

All taxes levied upon taxable property within the Project Area each year by or for the benefit of the State of California, County of Alameda, City of Emeryville, any district, or other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving this Plan, shall be divided as follows:

(1) That portion of the taxes which would be produced by the rate upon which the tax is levied each year by, or for, each of the taxing agencies upon the total sum of the assessed value of the taxable property in the Redevelopment Project (as shown upon the

assessment roll used in connection with the taxation of such property by such taxing agency), last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid into the funds of the respective taxing agencies as taxes by, or for, said taxing agencies on all other property are paid. For the purpose of allocating taxes levied by, or for, any taxing agency or agencies which did not include the territory of the Redevelopment Project on the effective date of such ordinance but to which such territory has been annexed or otherwise included after such effective date, the assessment roll of the County of Alameda last equalized on the effective date of said ordinance shall be used in determining the assessed valuation of the taxable property in the Project on the effective date; and

(2) That portion of said levied taxes each year in excess of such amount shall be allocated to and when collected shall be paid into a special fund of the Redevelopment Agency to pay the principal of and interest on loans, monies advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by the Agency to finance or refinance, in whole or in part, this Redevelopment Project. Unless and until the total assessed valuation of the taxable property in the Redevelopment Project exceeds the total assessed value of the taxable properties in such Project as shown by the last equalized assessment roll referred to in paragraph (1) hereof, all of the taxes levied and collected upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies. When said loans, advances, and indebtedness, if any, and interest thereon, have

been paid, all moneys thereafter received from taxes upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid.

(3) The portion of taxes mentioned in paragraph (2) above may be irrevocably pledged by the Agency for the payment of the principal of and interest on money advanced, loans, or any indebtedness (whether funded, refunded, assumed, or otherwise) by the Agency to finance or refinance in whole or in part, the Redevelopment Project. The Agency shall not receive taxes with respect to the Project after July 27, 2026.

The Agency is authorized to make such pledges as to specific advances, loans, indebtedness, and other obligations as appropriate, in carrying out the Project, no later than January 1, 2004. Debt may be repaid no later than July 27, 2026.

C. Other Loans and Grants

Any other loans, grants, or financial assistance from any other public or private source may be utilized if available.

IX. ACTIONS BY THE CITY

The City shall aid and cooperate with the Agency in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of the plan and to prevent the recurrence or spread in the area of conditions causing blight. Action by the City may include, but will not be limited to, the following:

A. Initiation and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys,

and other public rights-of-way, and for other necessary modifications of the streets, the street layout, and other public rights-of-way in the Project Area. Such action by the City shall include proceedings for the abandonment and relocation of public utilities in the public rights-of-way as appropriate to carry out this Plan.

B. Initiation and completion of proceedings necessary for changes and improvements in publicly-owned public utilities within or affecting the Project Area.

C. Initiation of proceedings for revision of zoning, where necessary within the Project Area, to permit the land uses and development authorized by this Plan.

D. Imposition wherever necessary (by conditional use permits or other means) of appropriate controls, within the limits of this Plan, upon parcels in the Project Area to ensure their proper development and use.

E. Provision for administrative enforcement of this Plan by the City after development. The City and Agency shall develop and provide for enforcement of a program for continued maintenance by owners of all real property, both public and private, within the Project Area throughout the duration of this Plan.

F. Performance of the above, and of all other functions and services relating to public health, safety, and physical development normally rendered in accordance with a schedule which will permit the redevelopment of the Project Area, to be commenced and carried to completion without unnecessary delay.

X. ENFORCEMENT

After development, the administrative enforcement of this Plan or other documents implementing this Plan shall be performed by the Agency.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by Court litigation instituted by the Agency on the City where appropriate. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Project Area, may be enforced by such owners.

XI. DURATION OF THIS PLAN

Except for the nondiscrimination and non-segregation provisions, which shall run in perpetuity, the provisions of this Plan shall be effective and the provisions of other documents formulated pursuant to this Plan may be made effective for 40 years from the date of adoption of this Plan by the City Council.

XII. PROCEDURE FOR AMENDMENT

This Plan may be amended by means of the procedure established in the Redevelopment Law (see California Health and Safety Code Section §33450 to §33458), as the same now exists or as hereafter amended, or by any other procedure hereafter established by law.

Except where limited by the clear wording of this Plan, the Agency may use, however, any other means now or hereafter provided by the California Community Redevelopment Law to carry out the objectives of this Plan.

RE:4467 IM:222

76-125897

EMERYVILLE REDEVELOPMENT AGENCY

FIVE-YEAR IMPLEMENTATION PLAN

Covering Period

January 2000 through December 2004

Mid-Cycle Amendment

June 2002

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In addition, through its Affordable Housing Set Aside Ordinance, the City of Emeryville requires that 20% of units within development projects of 30 or more units be affordable to moderate income households.

FIVE YEAR IMPLEMENTATION PLAN REQUIREMENTS

Implementation Plan Requirements

The Agency is required to prepare an implementation plan every five years to comply with State Assembly Bill 1290. In October 1993, then Governor Pete Wilson signed AB1290 into law. AB1290 provides that an agency implement adopted redevelopment plans in a manner that will eliminate blighting conditions. The implementation plan must include the following information:

- Identify blighting conditions targeted for mitigation.
- Specific goals and objectives of the Agency for the project areas.
- Specific redevelopment activities and programs and the corresponding blight to be eliminated by these activities and programs.
- Estimated expenditures proposed during the plan's five-year period.
- An explanation of how the goals and objectives, programs, and expenditures will eliminate blight within the project area and meet the requirements of the Housing Compliance Plan (project descriptions).

In its more than twenty five years of existence, the Emeryville Redevelopment Agency has been active in mitigating blighting conditions throughout the City through a variety of projects and programs. In addition to describing specific redevelopment activities planned for the next five years, the Implementation Plan also lists projects that have been completed since the Agency's inception with their corresponding cost and completion years.

In 1995, and again in 2000, the Agency adopted five year implementation plans, the latter for the period 2000 through 2004. Pursuant to state redevelopment law, the plan must be amended some time between the second and the third years of the five year period. This plan represents the mid-cycle amendment to the plan adopted in January 2000.

Housing Compliance Plan Requirements

The California Community Redevelopment Law (CRL) requires that an agency adopt a Housing Compliance Plan in conjunction with their Implementation Plan. This Plan must include the following information:

A section addressing agency-developed and project area housing with the following information:

- Estimates of the number of new, substantially rehabilitated or price-restricted residential

units to be developed or purchased both over the life of the plan and during the next 10 years.

- Estimates of the number of very low, low, and moderate income households required to be developed both over the life of the plan and during the next 10 years.
- The number of units of very low, low, and moderate income households which have been developed.
- Estimates of the number of agency-developed residential units which will be developed over the next five years.
- Estimates of the number of very low, low, and moderate income households which will be developed by the agency during the next five years.

A section addressing the Low and Moderate Income Housing Fund (LMIHF) including:

- Amount available in the LMIHF, and estimated deposit amounts through 2004.
- Housing program with estimates of the number of new, rehabilitated, and price-restricted units to be assisted during each of the five years and estimates of the expenditures of monies from the LMIHF.

In 1995, the Emeryville Redevelopment Agency adopted a ten-year Housing Compliance Plan covering the period January 1995 through December 2004. The components listed above were included in the 1995 Housing Compliance Plan, which was amended in January 1998 as part of the mid-Implementation cycle amendment to the Implementation Plan.

The Implementation Plan contained herein includes an amendment to the Housing Compliance Plan, covering the second five-year period of January 2000 through December 2004, in conjunction with the Implementation Plan.

EMERYVILLE REDEVELOPMENT AGENCY

FIVE-YEAR IMPLEMENTATION PLAN

Covering Period

January 2000 through December 2004

Mid-Cycle Amendment

June 2002

BLIGHT CONDITION 2: INADEQUATE STREET SYSTEMS

Some street systems are inadequate to serve potential parking, circulation, and loading demands of the commercial and industrial sections of the City.

Redevelopment Objective: To improve transportation and circulation within Emeryville through street construction and upgrading programs, implementation of a transit shuttle, and measures to improve pedestrian movements and the pedestrian environment. Included within this objective is development of more transit- and pedestrian-oriented development near transportation hubs such as the Amtrak Station.

$100,000 **Project: Bicycle Circulation Modifications**
R: $100,000 This program will facilitate the movement of bicycles on existing City streets to improve bicycle traffic flow and safety for bicyclists, pedestrians and autos. *To be completed FY 2001/2002.*

$2,508,568 **Project: Sidewalk and Curb Cut Improvements**
R: $100,000
C: $2,000,000
O: $408,568
The purpose of this project is to establish an on-going program to repair and improve sidewalks throughout the City to further overall public safety, public convenience, and accessibility per the Americans with Disabilities Act (ADA). Program also includes replacement and installation of street threes. Priority will be given to curb cuts and sidewalks serving bus stops and heavily traveled public pedestrian areas in the City. *Ongoing project.*

$3,000,000 **Project: Horton-Landregan-Stanford Avenue Improvements, Phase II**
O: $3,000,000 This project will extend Landregan southerly to connect with Stanford Avenue west of Hollis Street. It will involve railroad spur relocation and widening of Stanford Avenue to provide travel lanes, landscaping, bicycle lanes, undergrounding of utilities and storm drain construction. *Commenced negotiations for Railroad spur relocation 2001.*

$6,423,104 **Project: Critical Circulation Improvements**
R: $473,000
C: $5,901,104
O: $522,000
This project includes street reconstruction programs, slurry seal applications; median modifications; traffic signal installation at 40th and Harlan, 65th and Shellmound, 45th and Hollis; curb and parking modifications; widening and creation of exclusive turning lane, and signal interconnect projects on Hollis St. and San Pablo Ave. to improve circulation throughout the City. *Ongoing project.*

$30,000 **Project: Traffic Warning Signals at Central Fire Station, Hollis Street**
R: $30,000 The Central Fire Station is located at 6303 Hollis Street, a major thoroughfare in the City of Emeryville. This improvement would install traffic warning lights on Hollis Street in front of the Fire Station to stop vehicular traffic on Hollis Street temporarily when fire apparatus leave or enter the station. *To be completed 2002.*

$2,500,000 **Project: Railroad Spur Acquisition**

R: $2,300,000
O: $200,000

This project is for the acquisition of vacated or abandoned railroad spur rights-of-way or other surplus properties owned by railroad companies. The acquired properties will be improved to complete the City's circulation plan, which includes bike paths, pedestrian walkways, and roads. *Acquisition initiated FY 2001/2002.*

$3,255,000 **Project: Doyle Street Greenway: 59th - 67th Street**

R: $3,255,000

This project is a street reconstruction and pedestrian/bike lane corridor improvement predicated upon Liquid Sugar Industries' expressed intention to relocate out of the area. The project would recreate Doyle Street and the former railroad right-of-way as a meandering green way for pedestrians and bicycles from Stanford Avenue to the Berkeley border. *Construction beginning in Fall 2002.*

$2,350,000 **Project: Horton Park Landing**

O: $2,350,000

This project will become open/recreational space once the Chiron parking structure is complete. It will contain a pedestrian/bicycle path which will connect Stanford Avenue and the Doyle Street Greenway to the northeast with the proposed South Bayfront Pedestrian Crossing over the railroad to the southwest. It will also be designed to accommodate the future construction of the railroad overcrossing. *Construction began in 2002.*

$13,650,000 **Project: Transit Center**

R: $1,300,000
O: $12,350,000

This project will construct a 350-500 space parking structure next to the Emeryville Train Station, which will satisfy parking needs due to increased ridership on the Capitol Corridor commute trains, as well as serving adjacent parking needs in the North Hollis and Public Market areas. The project will also increase bus staging capacity for the train station. *Construction anticipated FY 2002/2003.*

$100,000 **Project: Bus Shelters**

R: $100,000

This project would establish 5-10 shelters at key locations served by AC Transit and the Emery Go-Round. Providing bus shelters will make alternative transportation modes more convenient and attractive for Emeryville commuters and residents. Each bus shelter will also contain a public art component. *To be completed in 2003.*

$17,000,000 **Project: MacArthur On-Ramp Construction**

O: $17,000,000

This project will allow traffic to access I-80/580 Eastbound only. The ramp is needed to discourage freeway bound traffic from using 40th street and Shellmound Street, thereby adding to traffic congestion. The project will be funded and managed by Caltrans. *Timeline to be determined by Caltrans.*

The following projects are included in this Plan; however, funding sources have not yet been identified.

$4,000,000
R:$600,000
$3,400,000
unfunded

Project: Bay Street Pedestrian Overcrossing
This project would provide a pedestrian/bicycle overcrossing over the Union Pacific railroad tracks, connecting the Bay Street/IKEA area with the area east of the railroad tracks. *Preliminary Design Initiated 2001.*

$100,000
unfunded

Project: 64th Street Emergency Crossing
This project would construct an emergency at-grade crossing of the Union Pacific train tracks at 64th Street, providing a safe crossing for emergency vehicles and quicker response to emergency incidents.

$24,540,000
R: $20,000
O: $2,520,000
$22,000,000
unfunded

Project: Ashby and Shellmound Interchange Improvements
This project was included in the San Pablo Corridor Study adopted in 1999. It will provide complete access/egress for traffic destined for, or originating from, the City of Emeryville. Additionally there will be a separate, ADA compliant, overcrossing, dedicated solely to bicyclists and pedestrians, which connects Shellmound street on the east side with the frontage road on the west side opposite Emery Point. *To begin FY 2004/2005.*

Completed Projects

♦	Shellmound Loop Improvements (Completed 2000)	$2,247,567
♦	Shellmound Corridor Improvements (Completed 2000)	$2,604,586
♦	San Pablo Avenue Traffic Signal Interconnect (Completed 2000)	$339,630
♦	Temescal Creek Bridge Widening (Completed 2000)	$511,215
♦	Bay Trail from Powell/I-80 to Shellmound Street (Completed 1999)	$222,000
♦	Horton-Landregan-Stanford Extension Phase I (Completed 1998)	$1,800,000
♦	Hollis and 53rd Street Improvements (Completed 1998)	$1,884,600
♦	Bay/Shellmound Street Extension (Completed 1997)	$25,040,566
♦	Amtrak Station Pedestrian/Bike Overcrossing (Completed 1996)	$2,000,000
♦	Amtrak Intermodal Transfer Improvements (Completed 96/97)	$12,000
♦	Street Reconstruction Program (Completed prior to 96/97)	$3,500,000

♦	Railroad Spur Acquisition (Completed prior to 96/97)	$92,400
♦	West Emeryville Assessment District Improvements (Completed prior to 96/97)	$2,400,000
♦	Installation of Curb Cuts/Ramps (Completed prior to 96/97)	$125,000
♦	Implementation of City Transit Shuttle (Completed 1994)	$1,380,000
♦	Amtrak Station Improvements (Completed 1993)	$6,331,000
♦	Ashby Spit/Point Emery Improvements (Completed 1991)	$100,000

BLIGHT CONDITION 3: CONTAMINATED PROPERTIES

There is still land with contamination and requires regulatory oversight prior to clean-up as well as the clean-up itself.

Redevelopment Objective: To continue the program of toxic remediation through the project area on both publicly owned properties and through assistance to private property owners.

$1,700,000 **Project: Brownfields Program - Phase II**
R: $200,000
O: $1,500,000
Phase II of this program involves regional groundwater monitoring and site specific soil remediation through the installation of groundwater monitoring wells and a loan program to property owners for site mitigation. *Ongoing.*

$4,800,000 **Project: Land Assemblage and Development**
R: $4,800,000
The Land Assemblage and Development Program under Blight Condition #5 may also be used to acquire, remediate, and sell for new development, land that is underutilized due to contamination. *Ongoing.*

Completed Projects

- Brownfields Phase I (Completed 2001) $428,134
- Marriott Hotel Site Remediation (Completed 2000) $1,100,000
- Replacement of Underground Gasoline Fuel Tanks (Completed 97/98) $145,000
- Westinghouse Site Remediation (Completed 92/93) $6,331,000
  Funding included with Amtrak St. Improvements under Blight Condition #2

BLIGHT CONDITION 4: LOSS OF TAX BASE AND JOBS

Many of the old manufacturing activities have provided the City with substantial use tax income as well as jobs, but as some of these activities either relocate out of Emeryville or downsize, there is a need to replace both the tax base and the lost jobs.

Redevelopment Objective: To continue to diversify the City's economic base through redevelopment of older industrial properties to new uses that generate both jobs for the future and tax revenues to the City.

[Projects in Blight Condition 4 also respond to Blight Condition 5]

BLIGHT CONDITION 5: VACANT AND UNDERUTILIZED BUILDINGS

A number of significant older industrial sites continue to remain vacant, underutilized, or improved with dilapidated or obsolete buildings.

Redevelopment Objective: To redevelop the vacant and underutilized properties within the City into productive new uses that implement other goals. Large properties are a particular priority.

$35,456,838 **Project: Bay Street Mixed Use Project**
R: $35,456,838 This development includes acquisition of four major parcels in the South Bayfront for redevelopment into a mixed use project including a hotel, 365 units of housing, and specialty retail. A portion of the funding was used to purchase the Shellmound Ventures property for the Marriott Hotel project. The properties were cleared of existing improvements and toxic contaminants were remediated. *Under Construction 2001. The retail portion of construction will be completed in October 2002.*

$4,800,000 **Project: Land Assemblage and Development**
R: $4,800,000 The Land Assemblage and Development Program provides opportunities for the Redevelopment Agency to purchase or to assist in the purchase of properties for development. This allows the Agency to guide development in key areas of the City to insure that such development will provide a net benefit to the General Fund and assist in the transformation of the community into a more attractive and economically vital environment. *Ongoing.* (Also meets Blight Condition #3)

$500,000 **Project: Pixar Site Assistance Phase II**
R: *$500,000 future* This project provides assistance for the Pixar film production office project on the former Del Monte site. The second phase will add a new 200,000 square foot building and 500 jobs to the Emeryville economy. Improvement costs may include traffic signals and other traffic improvements. *Estimated to begin in FY 2003/2004.*

$2,000,000 **Project: Chiron Development Assistance**
R: *$2,000,000 future* This project will help pay for the various extraordinary development costs associated with the Chiron development, including demolition, toxic remediation, and off-site circulation improvements. *Designs developed.*

Completed Projects

- Pixar Site Assistance Phase I (Completed 2001) $800,000
- PG&E Land Acquisition (Completed 1991) $2,927,000

BLIGHT CONDITION 6: LACK OF BUSINESS EXPANSION

As new development occurs, there is a potential for loss of small-scale manufacturing and other small businesses requiring programs to retain and assist them in continuing to successfully operate in Emeryville.

Redevelopment Objective: To assist existing Emeryville businesses in meeting their needs to remain in Emeryville. Included within this goal is retention of small manufacturers, new businesses and other businesses that have expansion needs if they are to remain in Emeryville.

$1,096,404 **Project: Facade Improvements and Commercial Rehabilitation/Business**
R: $1,096,404 **Retention Programs**

The Commercial Rehabilitation Program provides financial assistance to owners or tenants of commercial buildings in an effort to revitalize commercial properties. Assistance may be provided for a range of projects, including storefront facade improvements and substantial rehabilitation of targeted properties. The Business Retention Program includes identification of existing businesses with expansion potential which the Agency would like to retain in the City. Assistance may include, but not be limited to, renovation of space, assistance in financing tenant improvements, fixtures and equipment, development of incubator space, and site location assistance. *Designs developed for four new projects, including Dougs Barbeque, The Bank Club, 4330-4334 San Pablo Avenue, and 4340-4348 San Pablo Avenue. Completion of these projects in 2002.*

Completed Projects

♦	CityLine Building (Completed 2000)	$15,000
♦	Head Over Heels Business Loan (Completed 1999)	$32,500
♦	Daryl Rush Builders (Completed 1999)	$20,000
♦	Trader Vics Warehouse (Completed 1999)	$30,500
♦	1195 Park Avenue (Completed 1999)	$12,100
♦	Scends Restaurant (Completed 1999)	$1,700
♦	Renovation of ECAP at 3610 San Pablo Avenue (Completed 1997)	$105,000

BLIGHT CONDITION 7: STRUCTURALLY UNSOUND BUILDINGS

Unreinforced masonry buildings remain in evidence creating potential seismic hazards, such as buildings along Powell Street.

Redevelopment Objective: To assist in the rehabilitation, seismic upgrading, and other improvements to existing dilapidated, obsolete, or structurally unsound buildings.

$1,096,404 **Project: Commercial Rehabilitation/Business Retention Program**
R: $1,096,404 The Commercial Rehabilitation Program provides financial assistance to owners or tenants of commercial buildings in an effort to revitalize commercial properties, including substantial rehabilitation and seismic retrofit of targeted properties. *Ongoing.*

BLIGHT CONDITION 8: DETERIORATED COMMERCIAL CORRIDORS

Older commercial corridors, such as San Pablo Avenue, are in a state of physical deterioration and contain buildings that are physically and economically obsolete. There is also a higher incidence of crime and other social problems in these areas.

Redevelopment Objective: To revitalize the San Pablo Avenue corridor commercial area. Revitalization efforts should be comprehensive including: redevelopment of vacant or underutilized parcels, rehabilitation of existing structures, public improvements (such as sidewalks, benches, etc.) and services to existing businesses.

$6,700,000 **Project: San Pablo Avenue Development Assistance**
R: $6,700,000 This project provides assistance to the redevelopment of key parcels on San Pablo Avenue identified in the San Pablo Avenue Urban Design Plan. Activities may include parcel consolidation, demolition of obsolete buildings, toxic remediation, and on-site/off-site improvements. *Ongoing.*

$860,000 **Project: The Promenade**
R: $860,000 This project consists of housing and commercial on San Pablo Avenue. The commercial portion will provide needed neighborhood-serving stores, the lack of which contribute to the deterioration of the corridor. *Under construction. Commercial space to be completed Summer 2002.*

$2,500,000 **Project: Andante**
R: $2,500,000 This project consists of housing and commercial on San Pablo Avenue. The commercial portion will provide needed neighborhood-serving stores, the lack of which contribute to the deterioration of the corridor. *Developer starting construction in Summer 2002.*

Under Negotiation **Project: 3801-3803 San Pablo Avenue (Check Cashing)**
The Agency will purchase and redevelop this property as a three story mixed use project with 12 residential units above 2500 square feet of retail space. The new building will be more consistent with the San Pablo Urban Design Plan than the current, auto-oriented building. *Following property acquisition in the FY 2002/2003 period, the Agency will solicit a developer through a Request for Proposals.*

Under Negotiation **3645 San Pablo Avenue (Jug Liquor)**
The Agency will purchase and redevelop this property as a commercial, pedestrian-oriented building. The property currently contributes to the blight of the San Pablo Avenue corridor with its inappropriate design, poor physical condition, and social problems resulting from its use as a liquor store. The new construction will be consistent with the San Pablo Urban Design Plan. *Following property acquisition in the FY 2002/2003 period, the Agency will solicit a developer through a request*

$515,000 **Project: Police Building Upgrade**
R: $515,000 This project would expand and/or remodel the current Police Building to accommodate the growth of the Department. The first phase would be a space utilization analysis and a building evaluation to determine the degree of expansion necessary and the upgrades needed to bring the building into essential services standards and a remodel of the Council Chambers space after the Chambers are located to the new Civic Center. *Completion estimated FY 2005-2006.*

$4,000,000 **Project: City Recreation Department Program Facility**
R: $4,000,000 This project involves the development of a permanent facility for the City's Recreation Program, temporarily located in a city-owned building at 4300 San Pablo Avenue. The facility would include administrative offices and adequate space for the existing and expanded recreational programs.

$250,000 **Project: Community Room at Bridgecourt**
R: $250,000 This project would fill vacant space in the Bridgecourt Apartment complex at 312 40th Street with a satellite recreation center. It is designed to fill the needs of both apartment residents and surrounding businesses. Potential uses include public meeting spaces, adult and youth contracted recreation classes and local adult education programs.

$50,000 **Project: Sports Facility Complex Preliminary Site Appraisal**
R: $50,000 This project would provide funding for preliminary work to identify parcels for a 5-10 acre complex for traditional sports activities such as baseball and soccer. Work would include identification and appraisal of parcels, estimation of relocation costs and development of a preliminary plan for the site.

$1,100,000 **Project: Park Avenue West Parking, Phase II**
R: $1,100,000 future The second phase of this project will construct a parking structure on Park Avenue, west of Hollis Street.

$6,500,000 **Project: 61st Street and Doyle Street Park**
R: $6,500,000 future The ROMA North Hollis Plan calls for the redevelopment of this block with a public park to benefit the surrounding area. Implementation of this project will require private or public sector parcel consolidation. This project is related to the railroad spur acquisition.

The following projects are included in this Plan; however, funding sources have not yet been identified.

$170,000 **Project: Peninsula Fire Station Second Story Expansion**
unfunded This improvement would expand the existing second story of the Peninsula Fire Station into the apparatus bay, adding 1,444 square feet of usable space.

$3,600,000
unfunded

Project: Park Ave East Parking Phase II
This project will expand the parking facility to serve Park Avenue parcels east of Hollis Street. It will be implemented when justified by parking demand.

$5,000,000
unfunded

Project: Civic Center Phase II
This project would complete the Civic Center complex by acquiring the remaining building on the Civic Center block and converting it from private to public use. The existing building could be reused for a permanent exhibit space for the Celebration of the Arts show, as well as a year round performing arts center.

$438,000
unfunded

Project: Solar Panel Installation at Civic Center
This project will install 5000 square feet of flat roof solar panels on the administrative wing of the civic center. It will supply nearly 65, 000 kilowatt hours of energy per year, thus reducing the Civic Center's peak energy demand by 40 percent. *The time frame for this project is dependent on the availability of funding, but may commence in 2004.*

$12,000,000
unfunded

Project: Police Building Replacement
This project would replace the current police facility with a more up-to-date, larger capacity building east of the Southern Pacific Railroad. The personnel of the police force has doubled since the construction of the current building, and many of the facilities are makeshift. *Funding to be identified in FY 2005/2006.*

Completed Projects

♦	Civic Center and Park Ave East Phase I (Completed 2001)	$17,230,318
♦	Fire Station #2 Public Art Project (Completed 2001)	$35,000
♦	Powell Street Bridge Fire Repairs (Completed 2001)	$124,578
♦	Police Station Electrical System Improvements (Completed 2000)	$19,864
♦	Temescal Park Mural (Completed 2000)	$10,000
♦	Acquisition of Whitney Tool for Corporation Yard (Completed 1999)	$2,800,000
♦	Temescal Creek Park Improvements (Completed 1999)	$457,028
♦	Corporation Yard Improvements Phase I (Completed 1998)	$200,000
♦	Fire Station #2 (Hollis St.) Rehabilitation (Completed 1998)	$2,167,786

- 61st Street Mini-Park Playground and Landscaping Upgrade (Completed 1998) $160,000
- Veterans Memorial Building/Senior Center Rehabilitation (Completed 96/97) $1,101,500
- Council Chambers Public Restroom Accessibility (Completed 1995) $50,000
- Christie Avenue Park/Plaza (Completed 1994) $2,144,000
- Old Town Hall Phase I Health and Safety Renovations (Completed 1992) $151,000
- Child Development Center (Completed in 1992) $2,100,000
- Stanford Avenue Park (Completed in 1992) $1,355,000
- Police Station Rehabilitation (Completed in 1991) $53,000
- Temescal Creek Park (Completed 1991) $312,000
- Peninsula Fire Station Development (Completed in 1991) $2,265,000
- Marina Improvements (Multi-year) $2,404,500
- Powell Street/Peninsula Mini-Park (Completed 1989) $125,000

BLIGHT CONDITION 11: UNCOORDINATED DEVELOPMENT PATTERN

There is an uncoordinated development pattern of certain properties within the Project Area due to the unimproved, defective, and/or inadequate construction of some street improvements and public/private utilities within the Project Area.

Redevelopment Objective: The achievement of a physical environment reflecting a high level of concern for architectural and urban design principles deemed important by the community and property owners, and which contribute to the alleviation of blight.

$5,150,000 **Project: Park Avenue Beautification**
R: $5,150,000 This project will implement the Park Avenue Overlay District Plan. The public improvements, which are designed to enhance the quality of the District streets, include a large public gathering place at the west end of Park Avenue (the "Commons") and a system of wide cobbled sidewalks with trees, to be used as public outdoor space. *Ongoing.*

$86,000 **Project: Public Amenities**
C: $86,000 This project will provide funds to add, upgrade, and replace public amenities along the city's right of way and public parks. *Ongoing.*

$225,000 **Project: Street Light Maintenance Improvement Program**
C: $225,000 This project would repair the Lumec Street lights, which have been accumulating interior water, and are in need of repainting in certain locations. *Ongoing.*

$400,000 **Project: Street Light and Pedestrian Improvements to Powell Street Bridge**
R: $200,000 This project will improve the appearance of the Powell Street Bridge and create
O: $200,000 visual continuity in the City by installing comparable street fixtures to those on the 40th Street bridge. Project includes pedestrian post-mounted lighting, decorative railing and installation of street lights under the bridge to improve lighting in surrounding commercial area. *Begins FY 2002/2003.*

$445,000 **Project: Frontage Road Landscaped Median Installation**
R: $445,000 This project will construct two landscaped medians on Frontage Road from Powell Street to the Powell Street Interchange. The medians will total approximately 4500 square feet and will complement the recently installed freeway landscaping and the landscaping of privately developed properties to the west of Frontage Road. The medians will also improve traffic circulation around the Holiday Inn. *To be constructed in FY 2002/2003.*

$260,000 **Project: Powell Street Light Replacement Program**
R: $130,000 This project will replace the cobra-head street lights on Powell west of Frontage
C: $130,000 Road with more modern Lumec Street lights. The new lights will first be installed at the intersection, and the city will then evaluate if more street lights are needed

further on Powell Street. *To be completed by FY 2004/2005.*

$469,500 **Project: Stanford Avenue Undergrounding**
O: $469,500 This project undergrounds utility facilities along the westerly extension of Stanford Avenue from Hollis to Horton Streets. *Project will commence after the completion of the Horton-Landregan Stanford Avenue Improvements (See Blight Condition #2).*

$125,000 **Project: Hollis Street Underground and Lighting Project: Powell St. to Stanford Ave.**
R: $125,000 This project will complete the undergrounding of Hollis Street. An underground conduit for the street lights has been installed in this area as part of another project. *To be constructed in conjunction with Horton Street Extension Project in 2002.*

$162,500 **Project: Powell Street Underpass Public Art Project**
C: $162,500 This project involves the installation of commissioned art work in the area underneath the I-80 overpass of Powell Street, to enhance the environment for pedestrians, bicyclists, and automobile traffic alike. *To be completed in January 2003.*

The following project is included in this Plan; however, funding sources have not yet been identified.

$4,000,000 **Project: Undergrounding Hollis and Powell to Northern City Limits**
unfunded This project would complete the undergrounding of utility facilities on the remainder of Hollis Street, between Stanford Avenue and 40th Street.

Completed Projects

- Citywide Banner Installation (Completed 2001) $45,000
- Undergrounding of Hollis and Park East of Hollis (Completed 2001) $2,324,101
- Street Tree Landscape Installation (Completed 2001) $176,739
- 40th Street Median Island Improvements (Completed 2000) $35,016
- Stanford Park (Completed 1999) $176,506
- San Pablo Avenue Revitalization Phase II: 40th St. - 53rd St. (Completed 1999) $2,491,430
- Bay Trail from Powell/I-80 to Shellmound Street (Completed 1999) $153,311

- Powell Street Medians (Completed 1998) $84,300
- Undergrounding Hollis Street, from Stanford to 53rd (Completed 1998) $1,138,800
- Street Light Purchase (Completed 1997) $105,000
- Pedestrian Path Improvements - Emeryville Peninsula (Completed 1994) $70,000
- North Shore Walkway (Completed 1990) $80,000
- Street Tree Planting/Greening of Emeryville (Completed 1988) $350,000

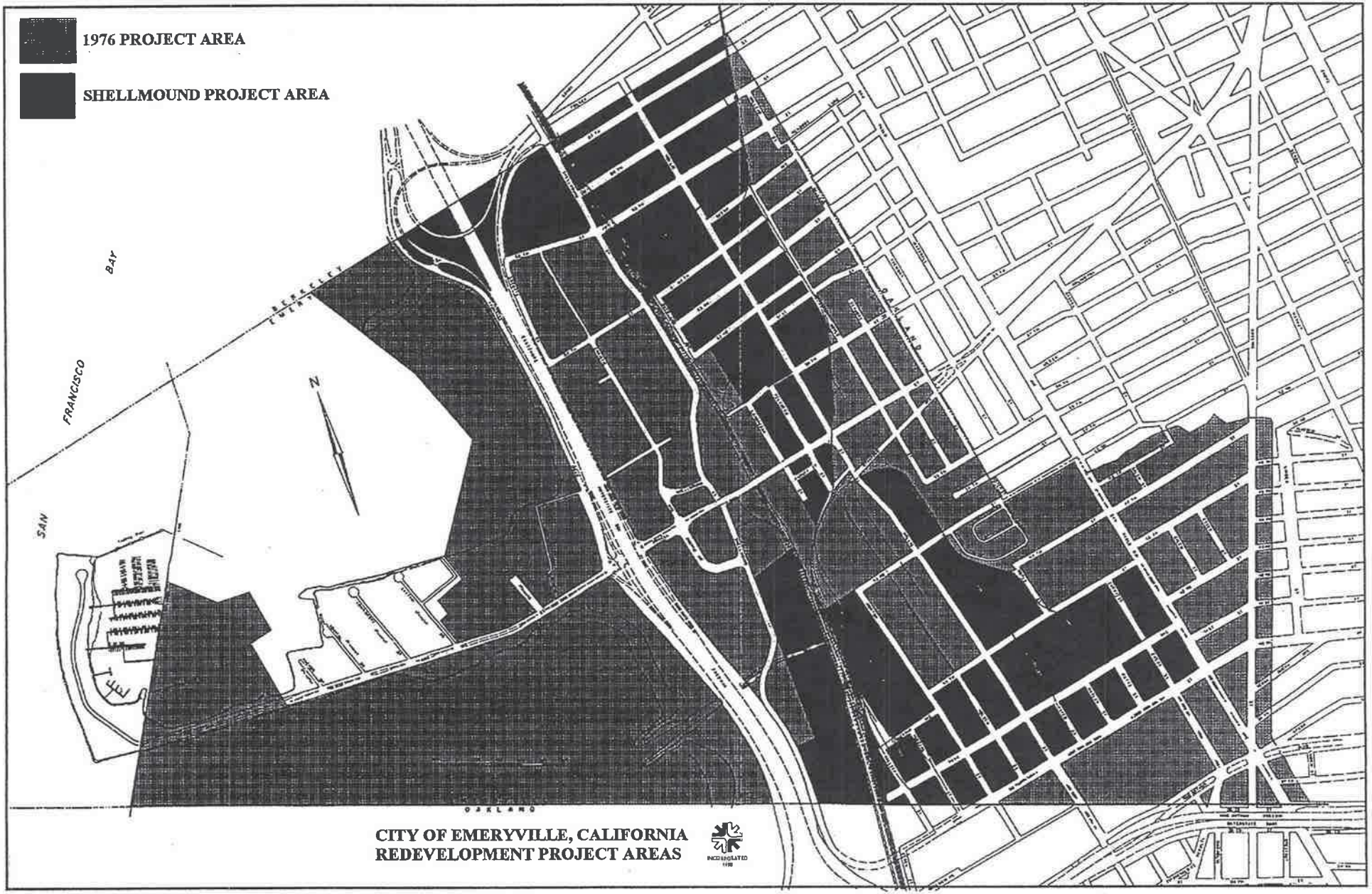
1976 PROJECT AREA
SHELLMOUND PROJECT AREA
BAY
FRANCISCO
SAN
N
OAKLAND
CITY OF EMERYVILLE, CALIFORNIA
REDEVELOPMENT PROJECT AREAS

TABLE 1

EMERYVILLE REDEVELOPMENT PROJECT AREA NO. 1 (1976)
PROJECT AREA PROFILE

	Total Project Area
Date Adopted	1976
Land Area	503± Acres
Land Use (At adoption)	(1,080 Ac. Including Water)
Developed Land	478 Acres
Vacant Land	25 Acres
Term Limit	40 Years
Deadline for Redevelopment Activities	2016
Tax Increment Limit	$942.6 M
Deadline to Receive Tax Increment	2026
Deadline for Incurring Debt[1]	2004

Source: Keyser Marston Associates, Inc., October 1994

1Agency intends to pursue an amendment to the Redevelopment Plan to extend the debt limit deadline to 2016 per SB 211.

TABLE 2

SHELLMOUND PARK REDEVELOPMENT AREA
PROJECT AREA PROFILE

		Total Project Area
Date Adopted		1987
Land Area		270± Acres
Land Use (At adoption)		
Public Right-of-Way		54.0± Acres
Recreation/Open Space		23.4± Acres
Developed Land		191.7± Acres
Residential	16.1 Acres	
Commercial	59.6 Acres	
Industrial	116.0 Acres	
Vacant Land/Other		.7± Acres
Term Limit		40 Years
Deadline for Redevelopment Activities		2027
Tax Increment Limit		$425.0 M
Deadline to Receive Tax Increment		2037
Deadline for Incurring Debt[1]		2007
Bond Indebtedness Limit[2]		$180.0M

Source: Keyser Marston Associates, Inc., October 1994

1 Agency intends to pursue an amendment to the Redevelopment Plan to extend the debt limit deadline to 2027 per SB 211.
2 Includes 20% housing set-aside.

TABLE 3: Redevelopment Objectives, Projects, Budgets, and Statuses for 2000-2004

			Redevelopment Budget	Project Status
Objective A:		**Upgrade Residential Environment**		
Objective B:		**Transportation and Circulation Improvements**		
	Project 1	Bicycle Circulation Modifications	$100,000	Ongoing
	Project 2	Sidewalk and Curb Cut Improvements	$100,000	Ongoing
	Project 3	Horton-Landregan-Stanford Improvements Phase II	$0	Construc after LSI relocation
	Project 4	Critical Circulation Improvements	$473,000	Ongoing
	Project 5	Traffic Warning Signals	$30,000	To be completed 2002
	Project 6	Railroad Spur Acquisition	$2,300,000	Initiated 2001-2
	Project 7	Doyle Street Greenway	$3,255,000	Design Development 2001-2
	Project 8	Horton Park Landing	$0	Construction begins 2002
	Project 9	Transit Center	$1,300,000	Construction begins 2002-3
	Project 10	MacArthur On-Ramp Construction	$0	Future
	Project 11	Bus Shelters	$100,000	To be completed 2003
	Project 12	Bay Street Pedestrian Overcrossing	$600,000	Unfunded- Future
	Project 13	64th Street Emergency Crossing	unfunded	Future
	Project 14	Ashby and Shellmound Interchange Improvements	$20,000	Unfunded- Future
Objective C:		**Toxic Remediation**		
	Project 1	Brownfields Program Phase II	$200,000	Ongoing
	Project 2	Land Assemblage and Development	$4,800,000	Ongoing
Objective D:		**Redevelop Older Industrial Properties**		
Objective E:		**Redevelop Vacant and Underutilized Properties**		
	Project 1	Bay Street Mixed Use Project	$35,456,838	Under Construction 2001
	Project 2	Land Assemblage and Development	$4,800,000	Ongoing
	Project 3	Pixar Site Assistance Phase II	*$500,000*	Unfunded- Future
	Project 4	Chiron Development Assistance	*$2,000,000*	Unfunded- Design Developed
Objective F:		**Assist Existing Emeryville Businesses**		
	Project 1	Façade Program/Business Retention Program	$1,096,404	Ongoing
Objective G:		**Rehabilitation of Existing Buildings**		
	Project 1	Commercial Rehabilitation/Business Retention	*$1,096,404*	See Objective F
Objective H:		**Revitalize San Pablo Commercial Corridor**		
	Project 1	San Pablo Avenue Development Assistance	$6,700,000	Ongoing
	Project 2	The Promenade	$860,000	Retail Completion 2002
	Project 3	Andante	$2,500,000	Property Acquisition Complete
	Project 4	3801-3803 San Pablo Avenue	$0	Future
	Project 5	3645 San Pablo Avenue	$0	Future
Objective I:		**Replace and Upgrade Aging Infrastructure**		
	Project 1	Sewer Rehabilitation Program	$0	First Phase Complete 2001/2
	Project 2	Sanitary Sewer Lift Station Renovation	$0	Over next 5 years
	Project 3	Sewer Improvements: 53rd/Horton to Horton By-pass	$0	Chiron req. prior to Bldg 2 occupancy
	Project 4	Street Reconstruction Program	$300,000	First Phase Complete 2001/2
	Project 5	Master Storm Drain Improvements	$0	Future
	Project 6	Sanitary Sewer Inventory Plan	$0	Future
Objective J:		**Improve Inadequate Public Facilities**		
	Project 1	Temescal Park Improvements Phase II	$20,000	Construction 2001/02
	Project 2	Public Works Corporation Yard Improvements	$300,000	To be renovated 2001/02
	Project 3	Off-Street Parking Facility	$4,536,289	Negotiations Initiated 2001
	Project 4	Park Avenue West Parking Phase I	$3,000,000	Predev. Analysis; construc 2001/02
	Project 5	Park Avenue West Parking Phase II	*$1,100,000*	Future
	Project 6	Emery Station Parking Structure	$1,300,000	Est. Completion 2003
	Project 7	Police Building Upgrade	$515,000	Est. Completion 2005/6
	Project 8	Recreation Department Facility	$4,000,000	Construction 2003/04
	Project 9	Peninsula Emergency Pumping Station	$0	Est. Completion 2002
	Project 10	Community Room at Bridgecourt	$250,000	Construction 2001/02
	Project 11	Sports Facility Complex Preliminary Site Appraisal	$50,000	Future
	Project 12	Peninsula Fire Station Second Story Expansion	unfunded	Future
	Project 13	Park Avenue East Parking Phase II	unfunded	Future
	Project 14	Civic Center Phase II	unfunded	Future
	Project 15	Solar Panel Installation at Civic Center	unfunded	Future
	Project 16	Police Building Replacement	unfunded	Future
	Project 17	61st/Doyle Street Park	unfunded	Future
Objective K:		**Enhanced Physical Environment**		
	Project 1	Street Light/Pedestrian Improvements Powell St. Bridge	$200,000	Construction 2002/03
	Project 2	Stanford Avenue Undergrounding	$0	Future
	Project 3	Park Avenue Beautification	$5,150,000	Ongoing
	Project 4	Public Amenities	$0	Ongoing
	Project 5	Frontage Road Landscaped Median Installation	$445,000	Est. Completion 2002/03
	Project 6	Hollis Street Underground and Lighting Project: Powell-Stan	$125,000	w/Horton St. Extension
	Project 7	Powell Street Light Replacement Program	$130,000	Est. Completion 2004/05
	Project 8	Street Light Maintenance Improvement Program	$0	Ongoing
	Project 9	Undergrounding Hollis and Powell to Northern City Limits	unfunded	Future
	Project 10	Powell Street Underpass Public Art Project	$0	Completion January 2003
		Total	**$85,012,531**	

Table 4: Redevelopment Projects and Objectives for 2000-2004

Existing & Proposed Projects	Objectives Addressed by Program										
	A	B	C	D	E	F	G	H	I	J	K
Transportation Improvements											
64th Street Emergency Crossing		X									
Bay Street Pedestrian Overcrossing		X									
Bicycle Circulation Modifications		X									
Bus Shelters		X								X	
Critical Circulation Improvements		X							X		
Doyle Street Greenway		X									X
Horton Park Landing		X								X	
Horton-Landregan-Stanford Avenue Improvements, Phase II		X									
MacArthur On-Ramp Construction		X									
Railroad Spur Acquisition		X								X	
Sidewalk and Curb Cut Improvements		X							X		
Traffic Warning Signals		X							X		
Transit Center		X								X	
Storm Drain Reconstruction											
Master Storm Drain Improvements									X		
Sanitary Sewer Inventory Plan									X		
Sanitary Sewer Lift Station Renovation									X		
Sewer Improvements: Horton to Horton By-Pass									X		
Sewer Rehabilitation Program									X		
Street Reconstruction Program		X							X		
City Facilities Improvements											
61st/Doyle Street Park										X	X
Civic Center Phase II							X			X	X
Community Room at Bridgecourt										X	
Emery Station Parking Structure						X				X	
Frontage Road Landscaped Median Installation											X
Hollis Street Underground and Lighting Project: Powell-Stanford									X	X	X
Off-Street Parking Facility						X				X	
Park Avenue & Hollis Street Undergrounding									X	X	X
Park Avenue Beautification											X
Park Avenue East Parking Phase II										X	
Park Avenue West Parking, Phase I						X				X	
Park Avenue West Parking, Phase II						X				X	
Peninsula Emergency Pumping Station										X	
Peninsula Fire Station Second Story Expansion										X	
Police Building Replacement										X	
Police Building Upgrade										X	
Powell Street Light Replacement Program									X	X	X
Public Amenities											X
Public Works Corporation Yard Improvements							X			X	
Recreation Department Program Facility										X	
Senior Center Parking										X	
Solar Panel Installation at Civic Center										X	
Sports Facility Complex Preliminary Site Appraisal										X	X
Stanford Avenue Undergrounding									X	X	X
Street Light & Pedestrian Improvements to Powell Street Bridge		X								X	X
Street Light Maintenance Improvement Program											X
Temescal Creek Park Improvements, Phase I	X									X	
Undergrounding Hollis/Powell to Northern City Limits									X	X	X
Economic Development Projects & Programs											
Andante Mixed Use Development	X							X			X
Bay Street Mixed Use Project				X	X						X
Brownfields Program, Phase II			X	X	X						
Chiron Development Assistance				X	X						X
Facade Imp/Comm. Rehab/Business Retention Programs						X	X				X
Land Assemblage and Development				X	X			X			
Pixar Site Assistance Phase II		X		X	X						
Promenade Mixed Use Development	X							X			X
San Pablo Avenue Development Assistance	X		X		X			X			X
3801-3803 San Pablo Avenue	X				X			X			X
3645 San Pablo Avenue	X				X			X			X

Completed Projects	A	B	C	D	E	F	G	H	I	J	K
40th Street Median Island Improvements											X
61st Street Park Rehabilitation	X									X	
Acquisition of Whitney Tool for Corporation Yard				X	X					X	
Amtrak Intermodal Transfer Improvements		X									
Amtrak Station Improvements		X									
Amtrak Station Pedestrian/Bike Overcrossing		X									
Ashby Spit/Point Emery Improvements		X									
Banner/Flag Pole Installation: Shellmound St. - Marketplace											X
Bay Trail from Powell St./I-80 to Shellmound Street		X									
Bay/Shellmound Street Extension		X									
Brownfields Phase I			X	X	X						
Child Development Center	X						X			X	
Christie Avenue Park/Plaza Development	X									X	
City Bus Shuttle		X									
Civic Center and Park Avenue East Phase I							X			X	X
Corporation Yard Improvements										X	
Council Chambers Public Restroom Accessibility Improvements										X	
Curb Cuts/Ramps Installation		X									
Extension of Horton, Landregan & Stanford Phase I		X									
Fire Station #2 Rehabilitation										X	
Hollis and 53rd Street Improvements		X									
Marina Improvements										X	
Old Town Hall Phase I Renovations										X	
Pedestrian Sidewalks/Bike Paths		X							X		
Peninsula Fire Station Development										X	
PG & E Land Acquisition				X							
Pixar Site Assistance Phase I		X		X	X						
Police Station Electrical System Improvements									X	X	
Police Station Rehabilitation										X	
Poweel Street/Peninsula Mini-Park	X									X	
Powell Street Bridge Fire Repairs									X		
Powell Street Bridge Retrofit									X		
Powell Street Medians											X
Property Acquisition for Whitney Tool		X								X	
Railroad Spur Acquisition		X									
San Pablo Avenue Revitalization Phase I: 36th Street to 40th Street								X			X
San Pablo Avenue Revitalization Phase II: 40th Street to 53rd Street								X			X
San Pablo Avenue Traffic Signal Interconnect		X									
Sewer Rehabilitation Program									X		
Shellmound Corridor Improvements		X							X		
Shellmound Loop Improvements		X							X		
Stanford Avenue Park Improvements	X									X	
Street Light Purchase										X	
Street Reconstruction Program		X									
Street Tree Landscape Installation											X
Temescal Creek Bridge Widening		X									
Temescal Creek Park											
Underground Fuel Tank Replacement		X							X	X	
Undergrounding Hollis, Stanford to 53rd Street											X
Veteran's Building/Senior Center Rehabilitation	X						X			X	
West Emeryville Assessment District Improvements		X									

EMERYVILLE REDEVELOPMENT AGENCY

HOUSING COMPLIANCE PLAN AMENDMENT

Covering Period

January 2000 through December 2004

Mid-Cycle Amendment

June 2002

HOUSING COMPLIANCE PLAN AMENDMENT REQUIREMENTS

Housing Compliance Plan Law

In 1991 the California State Legislature adopted Assembly Bill 315 which added Subsection 33413(b)(4) to the California Health and Safety Code. AB 315 requires each redevelopment agency to adopt a plan demonstrating how the agency will comply with the affordable housing production requirements of the Code. The plan is often referred to as an AB 315 Plan.

In 1993 the Legislature adopted Assembly Bill 1290, a comprehensive redevelopment reform bill. One of the key provisions is the requirement that each agency prepare and adopt an overall Implementation Plan. The Implementation Plan incorporates the AB 315 requirements for the housing portion of the redevelopment activities and establishes a time frame and process for the plan as a whole. AB 1290 also specifies additional requirements with respect to housing production compliance and expenditures of the Agency's 20% Housing Fund monies. As with existing law, AB 1290 also requires that the Plan be consistent with the City's Housing Element, which has its own time for adoption and amendment. The Planning Department of the City of Emeryville adopted the corresponding housing element in October 2001. The State of California deemed the City's Housing Element to be in full compliance with State Housing Element Law in February 2002.

In January 1995, the Emeryville Redevelopment Agency adopted its first 10-year Affordable Housing Compliance Plan (AB 315 Plan) in conjunction with the 1995-1999 Implementation Plan, pursuant to the California Health and Safety Code. California State law requires that the Housing Compliance Plan be amended at least every five years in conjunction with the five-year Implementation Plan cycle. The original AB 315 Housing Compliance Plan was prepared in 1995 and amended mid-cycle in January 1998. The Housing Compliance Plan was amended again in January 2000 in conjunction with the 2000-2004 Implementation Plan.

Mid-Cycle Amendment

This document represents a mid-cycle amendment to the 2000-2004 Housing Compliance Plan. It details housing implementation activities achieved from January 2000 through December 2001 and the scheduled housing activities for the 2002-2004 period. It has been prepared to meet the requirements of State law and to guide the Redevelopment Agency in its housing related activities for the remainder of the 1995-2004 period. Specifically, this report addresses the following sections of the California Health and Safety Code:

- Low and Moderate Income Housing Production Requirements (Section 33413)
- Replacement Housing Requirements (Section 33413)
- Twenty percent (20%) Housing Set Aside Fund Requirements (Section 33334.2 and 33334.6)
- Housing Fund Expenditure Targeting Requirements (Section 33334.4)

Assembly Bill 637

On January 1, 2002, Assembly Bill 637 took effect, changing a number of requirements for redevelopment agencies statewide. The bill was the result of lengthy negotiations between the California Redevelopment Association and housing advocates. A major change is AB 637's requirement to increase the minimum duration on affordability restrictions to 55 years for rental units and 45 years for ownership units for Housing Fund-assisted new and substantially rehabilitated units, replacement housing units and project area production units. In addition, AB 637 requires that the proportion of affordable housing developed for seniors through agency funds correlates with the percentage of seniors in that jurisdiction.

In May 2002, the Emeryville City Council adopted a revision to the City's Affordable Housing Set Aside Program (Article 62 of Chapter 4 of Title 9 of the Emeryville Municipal Code) to increase the duration of its current affordability covenants of 25 years to 45 years for ownership and 55 years for rental projects, in keeping with AB 637. This will allow the Agency to count affordable units created through the Affordable Housing Set Aside Ordinance towards it housing production requirements.

Emeryville Redevelopment Project Areas

There are two redevelopment project areas in Emeryville. The first project area was adopted in 1976 and is known as the "1976 Project Area." The second project area, the "Shellmound Project Area", was adopted in 1987.

The production requirements of AB 315 and AB 1290 pertain to each project area. Therefore, the production compliance data for Emeryville's two project areas are presented separately in this report.

AB 1290 requires that the Five Year Implementation Plan be reviewed in a public hearing, and amended between two and three years after adoption.

HOUSING PRODUCTION COMPLIANCE AS OF DECEMBER 31, 2001

The amendment to the AB 315 Plan must include a report on the Agency's performance in meeting the following Housing Production requirements, set forth in Section 33413 of the California Health and Safety Code:

- 30% of all ***Agency-built* housing must be for low or moderate income households. Half (50%) of these units must be for very low income households.

- 15% of all *Non-Agency-built* housing must be for low or moderate income households. 40% of these units must be for very low income households.

- These proportions are required on an aggregate basis for the project area(s), not project-by-project.

As of December 31, 2001, the Agency's housing compliance numbers were as follows:

Agency-Built Units

- An 8 unit surplus in *Agency-built* units affordable to low or moderate income households.
- A 2 unit deficit in *Agency-built* units affordable to very low income households.

Non-Agency Built Units

- A 20 unit surplus in *Non-Agency-built* units affordable to low or moderate income households.
- A 110 unit surplus in *Non-Agency-built* units affordable to very low income households.

Table 5 (Housing Compliance Status) on page 47 summarizes all of the housing production information; current housing production compliance status as of 12/31/01; projected unit additions from 2002 through 2004; and projected compliance status through 2004.

Definitions**

Agency-Built Housing	=	Housing developments in which the Agency acts as the developer.
Non-Agency Built Housing	=	Housing developments developed by another entity.
Agency-Assisted Housing	=	Housing developments developed by another entity that receives Agency funding.

JANUARY 1995 - DECEMBER 2001 HOUSING PROJECT COMPLETIONS

AB1290 of the California Community Redevelopment Law also requires information on affordable housing compliance for each project area. Tables 1 and 2 below show units built in both project areas since 1995 (the beginning of the AB315 Housing Compliance Plan).

TABLE 1: 1976 PROJECT AREA

Project Name	Address	Rent/Own	Total Units	Low/Mod Units	Very Low Income Units	Agency- or Non-Agency Built
Christie Commons	5915 Christie Avenue	Ownership	22	0	0	Non-Agency
Temescal Lofts	1001 47th Street	Ownership	4	0	0	Non-Agency
Ocean Avenue Court	1259-69 Ocean Avenue	Rental	6	3	3	Non-Agency
Baybridge Apartments	1034-44 36th Street	Rental	6	0	6	Non-Agency
Bridgecourt Apartments	1325 40th Street	Rental	220	67	22	Non-Agency
Avalon Senior Housing	3850 San Pablo Avenue	Rental	67	0	66	Non-Agency
Gateway Commons	4800 San Pablo Avenue	Ownership	8	8	0	Non-Agency
Bakery Lofts	1010 46th Street	Rental	41	8	0	Non-Agency
Dollar Lofts	5950 Doyle Street	Ownership	20	0	0	Non-Agency
Vacant Housing Program	1258-68 64th Street	Ownership	5	5	0	Agency
TOTALS			**399**	**91**	**97**	

TABLE 2: SHELLMOUND PROJECT AREA					
Project Name	**Address**	**Rent/Own**	**Total Units**	**Low/Mod Units**	**Very Low Income Units**
Emeryville Warehouse Lofts	1500 Park Avenue	Ownership	135	26	0
TOTALS			**135**	**26**	**0**

1976 Area and Shellmound Area Housing Production Status as of 2001

During the first seven years of the Ten Year Housing Compliance Plan for the Emeryville Redevelopment Agency (1995 through 2001), 399 units of housing have been built in the 1976 Project Area and 135 units in the Shellmound Project Area. As summarized in Table 5 on page 47, Housing production during the last seven years has resulted in surpluses in required housing production for non-Agency built housing and Agency-built low/moderate income housing. A 2 unit deficit currently exists for Agency-built very low income housing.

PLAN FOR ACHIEVING HOUSING PRODUCTION COMPLIANCE THROUGH 2004

California Community Redevelopment Law requires a description of the ways in which the Agency intends to meet its housing production inclusionary requirements for very low income, low and moderate income housing. The Agency intends to work with both non-profit, for-profit, and other public agencies over the remainder of the Housing Compliance Plan period to meet established goals. The following section outlines the Agency's projections of meeting inclusionary requirements and total housing development for each project area from January 2002 through December 2004. Included is the estimated amount the Agency will spend on each project from its Low and Moderate Income Housing Fund to produce affordable units. The Agency's Affordable Housing Program table is attached to this Plan.

1976 PROJECT AREA

AGENCY BUILT HOUSING PROJECTS

Project: Vacant Housing Program **$500,000**
This project will consist of two ownership units. Reserved for first-time home buyers, the units will be affordable to very low income households. *The entitlements process for this project will begin during the 2003-2004 period.*

NON-AGENCY BUILT HOUSING PROJECTS WITH AGENCY ASSISTANCE

Project: Andante **$1,000,000**
Planned for the former site of the King Midas card room at 40th Street and San Pablo Avenue, this mixed-use project will consist of ground floor retail space, a 15,000 square foot office building, and 102 units of rental housing. Twenty units will be affordable to low and moderate income households. *Starting construction July 2002. Estimated Completion Summer 2003.*

Project: Oliver Lofts **$550,000**
This adaptive reuse of an existing warehouse will include 50 units of ownership lofts. Ten of these units will be affordable to moderate income households. Agency assistance is appropriated for five low income units as down payment assistance through the Ownership Housing Assistance Program. *Project under construction. Completion in August 2002.*

Project: Green City Lofts **$300,000**
This project will contain 61 ownership units, of which 31 are in Emeryville, with six units affordable to low and moderate income households. Down payment assistance would be appropriated for the low income units through the Ownership Housing Assistance Program. *Plans for this project are pending.*

Project: 46th Street Lofts **$300,000**
This project will contain 79 ownership units of which 45 are in Emeryville, with three affordable to low income households and six affordable to moderate income households. *Under construction; completion in Summer 2003.*

Project: Scattered Site Rental Rehabilitation Program **$400,000**
This program could potentially include 10 scattered site existing rental units requiring substantial rehabilitation. Long-term rental limitation agreements would be established to ensure affordability to very low and low income residents. *Ongoing.*

Project: 4300 San Pablo Avenue **$2,250,000**
This Agency-owned site has the potential to be developed as a 30-unit rental development for very low income seniors, adjacent to the existing Emery Villa senior development. *Site currently occupied by the recreation program.*

Project: Laundry Building Lofts **$300,000**
This building has been acquired and is proposed to be developed as 30 units, of which 6 would be required to be affordable pursuant to the Affordable Housing Set Aside Ordinance. Agency assistance is proposed to buy down the affordability to low income. *The developer has acquired this building and is in the planning process.*

Project: Christie Avenue Lofts **$600,000**
A new developer is being sought for this project, located at 6150 Christie Avenue. The new development will have 60 ownership units, of which 12 will be affordable to moderate income households, and low income households through the Ownership Housing Assistance Program. *Estimated Completion Summer 2003.*

Project: 36th and Adeline Site **$530,000**
The Agency owns two parcels at 3602 Adeline Street, and 1122 36th Street, which could potentially be developed as approximately 4 very low income units. *The process to develop a conceptual design for this site and to select a developer will begin in 2003.*

Project: 3801-3803 San Pablo Avenue **$500,000**
The Redevelopment Agency is seeking to acquire this property (Check Cashing) for redevelopment as a mixed use residential/retail project. It would include 12 residential lofts and 2500 square feet of retail. Four of the residential units would be affordable to low income households. *Following property acquisition, the Agency will solicit a developer through a Request for Proposals.*

NON-AGENCY BUILT HOUSING PROJECTS

Project: Key Route Lofts **No Agency Assistance**
This project will contain 17 market rate units. *Project is in the planning stage.*

Project: Doyle Street Townhouses Sunrise Site **No Agency Assistance**
This project will contain 26 units, of which one unit will be affordable to moderate income households. *Project is in the planning stage.*

Project: 1300-1350 Powell Street **No Agency Assistance**
The developer has proposed a mixed-use project for this site which would include 71 residential

units. Pursuant to the Affordable Housing Set Aside Ordinance, 14 of these units would be affordable to moderate income households. *Developer is entering approvals process Summer 2002.*

Project: Golden Gate Key Building **No Agency Assistance**
This project could potentially include 60 residential units. The project would be subject to the City's Affordable Housing Set Aside Ordinance, requiring that 12 of the units be set aside for moderate income households. *Development has not begun on this project.*

Project: Oaks Parking Site N. of 41st **No Agency Assistance**
This project could potentially contain 33 residential units, as well as retail space. Pursuant to the Affordable Housing Set Aside Ordinance, 6 of these units would be affordable to moderate income households. *Development has not begun on this project.*

Project: Oaks Club Housing **No Agency Assistance**
This project could potentially contain 52 residential units, as well as retail space. Pursuant to the Affordable Housing Set Aside Ordinance, 10 of these units would be affordable to moderate income households. *Development has not begun on this project.*

Project: Beaudry Street Townhouses **No Agency Assistance**
This project could potentially contain four ownership units at market rate. *Development has not begun on this project.*

The projected unit production totals for these proposed and potential private housing developments in the 1976 Project Area are shown in Table 3 on the following page:

TABLE 3 1976 PROJECT AREA PROJECTED UNIT PRODUCTION NON-AGENCY PROJECTS JANUARY 2002 THROUGH DECEMBER 31, 2004[1]				
Project Name	**Address**	**Total Units**	**Low/Moderate Income Units**	**Very Low Income Units**
Andante	40th St. & SPA	102	20	0
Oliver Lofts	1200 65th St.	50	10	0
46th Street Lofts	1001 46th St.	45	9	0
Green City Lofts	4050 Adeline St.	31	6	0
Scattered Site Rental	N/A	10	5	5
4300 SPA	4300-4310 SPA	30	0	30
Laundry Building Lofts	Adeline St. & 36th St.	30	6	0
Christie Avenue Lofts	6150 Christie Ave.	60	12	0
Key Route Lofts	Yerba Buena & Adeline	17	0	0
Doyle St. Townhouses	Doyle St. & Stanford Ave.	26	1	0
1300-1350 Powell St.	1300-1350 Powell St.	71	14	0
Golden Gate Key Building	MacArthur Blvd. & SPA	60	12	0
Oaks Parking	N. of 41st on SPA	33	6	0
Oaks Club Housing	SPA between 40th St. & Park Ave.	52	10	0
Beaudry St. Townhouses	Beaudry St. & 59th St.	4	0	0
36th/Adeline Site	3602 Adeline, 1122 36th	4	0	4
3801-3803 SPA	3801-3803 SPA	12	4	0
	Total Units	**637**	**115**	**39**

[1]Note: Not all projects have received planning approvals or have approved agreements with the city on the affordability composition. Therefore, project unit composition and affordability is subject to change.

SHELLMOUND PROJECT AREA

AGENCY BUILT HOUSING PROJECTS

The agency does not plan to construct or purchase any housing in the Shellmound Project Area during the 2002-2004 time period.

NON-AGENCY BUILT HOUSING PROJECTS WITH AGENCY ASSISTANCE

Project: Liquid Sugars **$500,000**
This project will include 55 ownership units 6 will be affordable to moderate income households and 5 will be affordable to low income households. The project will also include the development of the adjacent railway right-of-way as part of the Doyle Street Greenway. Agency assistance is proposed to enable some of the units to be sold to lower income households through the Ownership Housing Assistance Program. *Estimated completion Summer 2003.*

Project: The Promenade **$860,000**
This mixed use development by the Castle Group will consist of 102 units of ownership housing, 20 of which will be affordable to moderate income households. The project also includes a neighborhood-serving retail component, which is currently under construction. *Estimated Completion Fall 2003.*

Project: Bay Street Mixed Use Development **$10,000,000 LMI** ***$65,000,000 future***
This will be a major mixed-use commercial, entertainment and development with 365 rental housing units. The project recently received state funding which enables 57 of the units to be affordable to very low income households. *Estimated Completion Fall 2003.*

Project: Ryerson Steel Site **$2,600,000**
This project will include 325 rental units, of which 65 will be affordable to very low, low, and moderate income households pursuant to the Affordable Housing Set Aside Ordinance. *Project has received planning approvals and construction documents are under review.*

NON-AGENCY BUILT HOUSING PROJECTS

Project: The Terraces at Emery Station **No Agency Assistance**
This project involves the development of 101 units of housing over parking on the former site of the Emeryville Amtrak Station surface parking lot. 17 of the units will be affordable to moderate income households, and the city will assist low income households to purchase 3 units. *Project Under Construction. Estimated completion August 2002.*

Project: OLofts2 **No Agency Assistance**
This project will include 5 ownership units at market rate. *Project is in the planning stage.*

The projected unit production totals for these proposed and potential private housing developments in the Shellmound Project Area are shown in Table 4 below:

TABLE 4
SHELLMOUND PROJECT AREA
PROJECTED UNIT PRODUCTION
NON-AGENCY PROJECTS
JANUARY 2002 THROUGH DECEMBER 31, 2004[2]

Name	Address	Total Units	Low/Moderate Income Units	Very Low Income Units
Liquid Sugar Lofts	1269 66th St. 1274 65th St.	55	11	0
Promenade	Park Ave. & SPA	102	20	0
Bay Street	Shellmound St. South of Christie Ave.	365	0	57
Ryerson Steel	65th St. & Hollis St.	325	65	0
Terraces at Emery Station	5855 Horton St.	101	20	0
OLofts2	Doyle St. between Ocean Ave. & 64th St.	5	0	0
	Total Units	**953**	**116**	**57**

[2]Note: Not all projects have received planning approvals or have approved agreements with the city on the affordability composition. Therefore, project unit composition and affordability is subject to change.

HOUSING PRODUCTION COMPLIANCE THROUGH 2004

This section summarizes the Agency's expected housing production through 2004, the end of the second five years of the Housing Compliance Plan. The completion of the proposed and projected housing developments described previously will result in the following compliance numbers.

Agency-Built Units

- A 7 unit surplus in units affordable to low- or moderate income households
- A 0 unit surplus in units affordable to very low income households.

Non-Agency Built Units

- A 13 unit surplus in units affordable to low- or moderate income households
- A 111 unit surplus in units affordable to very low income households.

The above summary indicates that the Agency expects to meet or exceed its housing production requirements set forth by California State law. See Table 5 Housing Compliance Status on the following page for a detailed breakdown of these figures.

TABLE 5 HOUSING COMPLIANCE STATUS

Current Production Compliance Status as of 12/31/2001[3]

		Low & Moderate Income Units			Very Low Income Units		
	Total Units Built	Required	Built	Surplus (Deficit)	Required	Built	Surplus (Deficit)
Agency Owned Units							
1976 Project Area	11	3	11	8	2	0	-2
Shellmound Project Area	0	0	0	0	0	0	0
Total Project Areas	**11**	**3**	**11**	**8**	**2**	**0**	**-2**
Non-Agency Owned Units							
1976 Project Area	2011	302	326	24	121	243	122
Shellmound Project Area	200	30	26	-4	12	0	-12
Total Project Areas	**2211**	**332**	**352**	**20**	**133**	**243**	**110**

Projected Unit Additions Remaining Period 2002-2004

		Low & Moderate Income Units			Very Low Income Units		
	Total Units Expected	Required	Expected	Surplus (Deficit)	Required	Expected	Surplus (Deficit)
Agency Owned Units							
1976 Project Area	2	1	0	-1	0	2	2
Shellmound Project Area	0	0	0	0	0	0	0
Total Project Areas	**2**	**1**	**0**	**-1**	**0**	**2**	**2**
Non-Agency Owned Units							
1976 Project Area	637	96	115	19	38	39	1
Shellmound Project Area	953	143	116	-27	57	57	0
Total Project Areas	**1590**	**239**	**231**	**-7**	**95**	**96**	**1**

Production Compliance Status as of 12/31/2004

		Low & Moderate Income Units			Very Low Income Units		
	Total Units Expected	Required	Built/ Expected	Surplus (Deficit)	Required	Built/ Expected	Surplus (Deficit)
Agency Owned Units							
1976 Project Area	13	4	11	7	2	2	0
Shellmound Project Area	0	0	0	0	0	0	0
Total Project Areas	**13**	**4**	**11**	**7**	**2**	**2**	**0**
Non-Agency Owned Units							
1976 Project Area	2648	397	441	44	159	282	123
Shellmound Project Area	1153	173	142	-31	69	57	-12
Total Project Areas	**3801**	**570**	**583**	**13**	**228**	**339**	**111**

[3] Note: These numbers represent the total number of units built in each Project Area since the adoption of each Project Area Redevelopment Plan (1976 1987 respectively) through 12/31/2001.

HOUSING FUND RESOURCES AND EXPENDITURES

California Redevelopment law requires a redevelopment agency to set aside at least 20% of all tax increment revenues generated in its project areas into a separate Low and Moderate Income Housing Fund (LMIHF). These funds must be used for the purpose of increasing, improving or preserving the supply of low and moderate income units within the community. To meet these objectives, agencies may expend funds on land acquisition, building acquisition, construction of new units, on- and off-site improvements, rehabilitation of existing units, a portion of principal and interest payments on bonds, loans and subsidies to buyers or renters, and other programs that meet the stated objectives. Additionally, Section 33334.4 of the California Health and Safety Code states that it shall be the policy of each agency to expend the moneys in its Housing Fund to assist housing for persons of low and very low income in at least the same proportion as the total of housing units needed for those income groups within the community.

The following section of the Implementation Plan summarizes the Agency's existing and expected Housing Fund resources, and how those resources will be expended to meet housing goals.

Housing Resources

The Agency's total housing resources to increase, improve and preserve the supply of low and moderate income units are summarized in Table 6 on the following page. The figures shown are based on the Redevelopment Agency 2001/2002 Budget.

TABLE 6 EMERYVILLE REDEVELOPMENT AGENCY LOW AND MODERATE INCOME HOUSING RESOURCES	
FUNDING SOURCE	**AMOUNT**
Existing Cash Balance	$ 430,000
1995 Bond	$ 2,689,000
1998 Bond - Taxable	$ 6,502,000
1998 Bond - Tax-exempt	$ 1,036,000
2001 Housing Bond Sale	$ 3,000,000
2005 Housing Bond Sale	$12,000,000
1500 Park Home Sales	$ 2,000,000
Vacant Housing Program Sales	$ 150,000
Additional Increment (1999 - 2006)	$ 1,000,000
Investment Earnings	$ 100,000
TOTAL	**$28,907,000**

Housing Expenditures

As described above, agencies may expend funds on a variety of housing-related activities to meet housing objectives. In addition to specific housing developments, Agency housing resources are also used to fund various housing programs and cover other related expenses to further the goals of affordable housing in the project areas. The following is a summary of housing projects, programs, and other expenses to be incurred during the next 2 ½ years, along with the corresponding time frame of the expenditure.

PROJECTS	AGENCY EXPENSES	TIME FRAME
The Andante	**$ 1,000,000**	**2002**
Oliver Lofts	**$ 550,000**	**2002**
Ryerson Steel Site	**$ 2,600,000**	**2002**
Bay Street	**$10,000,000**	**2002**
Liquid Sugars Lofts	**$ 500,000**	**2002**
Green City Lofts	**$ 300,000**	**2003**
The Promenade	**$ 860,000**	**2003**
Laundry Building Lofts	**$ 300,000**	**2003**
46th Street Lofts	**$ 300,000**	**2003**
Christie Avenue Lofts	**$ 600,000**	**2003**
3801-3803 San Pablo Avenue	**$ 500,000**	**2003**
3602 Adeline Street/1122 36th Street	**$ 530,000**	**2003**
Vacant Housing Program	**$ 500,000**	**2003-2004**
Scattered Site Rental Rehab	**$ 400,000**	**2002-2004**
4300 San Pablo Avenue	**$ 2,250,000**	**2004**
TOTAL	**$21,190,000**	

HOUSING PROGRAMS

The Redevelopment Agency also administers the programs listed below to further promote the development and preservation of housing affordable to low and moderate income persons.

First Time Home Buyers Program **$220,000 Annually**

This program provides down payment assistance through low-interest, deferred payment second mortgages to low and moderate income home buyers purchasing a home in Emeryville. The program provides 1.5 times the buyer's downpayment amount, up to 15% of the cost of the home. This level of expense is expected to continue over the remainder of the Housing Compliance Plan.

Ownership Housing Assistance Program **$2,250,000**

This program provides downpayment assistance through low-interest, deferred payment second mortgages to low income households purchasing units set aside through the City's Affordable Housing Set Aside Ordinance. Buyers make a 3% downpayment and obtain a first mortgage based on their household income. The Agency's loan fills the gap between the downpayment and the first mortgage loan.

2002: 5 Units at Oliver Lofts:	$ 550,000
2003: 14 Units at 46th St. Lofts, Christie Ave. Lofts, Liquid Sugar:	$1,400,000
2004: 3 Units at Green City Lofts:	$ 300,000

Housing Rehabilitation Program **$100,000 Annually**

This program offers owners low-interest or deferred payment loans for major rehabilitation and seismic retrofitting, and grants for minor home repairs, exterior painting and clean up. Loans are also made available to rental property owners through Rental Limitation Agreements assuring rental units remain affordable for fifteen years. The program receives an annual allocation of approximately $50,000 from the federal Community Development Block Grant Program, as well as program income from repaid rehabilitation loans.

OTHER EXPENSES

Administration **$551,000 Annually**

The Agency currently transfers funds from the Housing Fund to cover administrative staff and other expenses related to the housing program. This level of expense is expected to continue over the next five years of the Housing Compliance Plan.

Bond Debt Service **$1,035,000 Annually**

This amount pays for the debt service on outstanding bonds.

AGENCY AFFORDABLE HOUSING PROGRAM

Table 7 on the following page describes the City of Emeryville's housing production estimates for the 1999 through 2006 planning period, to correlate with the period for the "fair share housing goals" established by the Association of Bay Area Governments (ABAG).

Revised Program 6/02

TABLE 7:
EMERYVILLE AFFORDABLE HOUSING PROGRAM 1999 - 2006

MANDATED REQUIREMENTS	Total	Very Low	Low	Moderate	Market	Amount Available	Agency Assistance	Comments	Est. Start of Const.
ABAG Fair Share (99-06)	777	178	95	226	278				
FUNDING RESOURCES AVAILABLE									
Existing Fund Balance						$430,000			
1995 Bond						$2,689,000		Includes interest income earned over two years	
1998 Bond-taxable						$6,502,000		Bond Proceeds	
1998 Bond-tax exmpt						$1,038,000		Bond Proceeds	
2001 Housing Bond Sale						$3,000,000		Bond Proceeds	
2005 Housing Bond Sale						$12,000,000		Bond Sale Projection	
1500 Park Home Sales						$2,000,000		Sale proceeds of condo units	
Vacant Hsng. Sales						$150,000		Sale proceeds of two units	
Add'l Increment (99-06)						$1,000,000		Based on 3% annual growth	
Investment Earnings						$100,000		Interest income for bond proceeds	
TOTAL						$28,907,000			
COMPLETED AND UNDER CONSTRUCTION PROJECTS									
Emeryville Warehouse	135	0	2	24	109		$2,000,000	Ownership	Completed
The Avalon	67	66	0	0	1		$2,450,000	Senior rental	Completed
Gateway Commons (4800 SPA)	8	0	3	5	0		$1,475,000	Ownership/families & live-work	Completed
Bakery Lofts 46th St.	41	0	0	8	33		$250,000	Rental; housing grant note	Completed
Oliver Lofts 65th St	50	0	5	5	40		$550,000	Ownership @$110K/unit for low income units	Completion 7/02
Terraces at Emery Station	101	0	0	20	81		$0		Completion 8/02
Liquid Sugars - Pulte Homes	55	0	5	6	44		$500,000	Ownership @$100K/unit for low income units	Completion '03
Christie Avenue Lofts	60	0	6	6	48		$600,000	Ownership @$100K/unit for low income units	Completion '03
46th Street Lofts	45	0	3	6	36		$300,000	Ownership @$100K/unit for low income units	Completion '03
TOTAL	562	66	24	80	392		$8,125,000		
PROPOSED AND POTENTIAL PROJECTS									
4300 SPA Senior housing	30	30	0	0	0		$2,250,000	Rental; $75K/unit	2004
The Promenade (Castle SPA)	102	0	0	20	82		$860,000	Ownership Townhouses; $43K/Unit	October 2002
Bay Street	365	57	0	0	308		$10,000,000	Rental; acquisition cost; subsidy	October 2002
Andante (SNK King Midas)	102	0	10	10	82		$1,000,000	Rental; Land Cost to Agency less SNK payment	August 2002
Vacant Housing Program	2	2	0	0	0		$500,000	Ownership $250K/unit dev. Cost	2003
Green City Lofts	31	0	3	3	25		$300,000	Ownership @$100K/unit for low income units	2002
Scattered Site Rental Rehab	10	5	5	0	0		$400,000	Rental @ $40K/unit	various
Laundry Building Lofts	30	0	6	0	24		$300,000	Rental?/$50K/unit	2003
Golden Gate Key Building	60	0	0	12	48		$0		2003
Oaks Parking site n. of 41st	33	0	0	6	27		$0		2003
Ryerson Steel Site	325	10	20	35	260		$2,600,000	Rental; $80K/unit L; $100K/VLI	2002
Oaks Club Housing	52	0	0	10	42		$0		2003
1300-1350 Powell St.	71	0	0	14	57		$0		2003
3803-3801 San Pablo (Check Cashing)	12	0	4	0	8		$500,000	Acquisition plus $75K/unit	
3602 Adeline/1122 36th Street	4	4	0	0	0		$530,000	Acquisition plus $100K/unit	2003
TOTAL	1229	108	48	110	963		$19,240,000		
TOTAL COMPLETED & PROPOSED/POTENTIAL	1791	174	72	190	1355			Note: The projects and resources included in this table are those not included in prior ABAG planning period and include some projects and expenditures made prior to the update of this table (1999 projects). This project does not include private residential developments of less than 30 units as these are not subject to City's Affordable Housing Set Aside Ordinance.	
ABAG GOALS SURPLUS/SHORT	1014	-4	-23	-36	1077				
Percent of Goal	230.5%	97.8%	75.8%	84.2%	487.3%				
TOTAL AGENCY ASSISTANCE							$27,365,000		
FUNDING SURPLUS/(DEFICIT)							$1,542,000		

EMERYVILLE REDEVELOPMENT AGENCY

FIVE-YEAR IMPLEMENTATION PLAN

Covering Period

January 2005 through December 2009

AND

TEN YEAR
AFFORDABLE HOUSING COMPLIANCE PLAN

Covering Period

January 2005 through December 2014

MID-CYCLE AMENDMENT to
2005-2009 Redevelopment Implementation Plan
Adopted by the Emeryville Redevelopment Agency on October 16, 2007

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INTRODUCTION

The Emeryville Redevelopment Agency undertakes a variety of projects and programs for the purpose of revitalizing the community and building its economic base. The Agency focuses its redevelopment activities in two project areas: the 1976 Project Area ("1976 Area") and the Shellmound Park Project Area ("Shellmound Area"). These specific areas are targeted for revitalization because they are affected by a variety of blighting conditions. The activities of each project area are regulated by an adopted Redevelopment Plan and California Community Redevelopment Law (CRL). However, these plans do not stipulate specific activities for each property within the project areas. The plans instead authorize various tools that the Agency may utilize to implement projects and programs for the redevelopment of the project areas.

Redevelopment tools include activities such as acquiring land for resale to a developer, entering into contractual agreements with existing owners or tenants where the Agency provides financial or other assistance for building repairs or replacement on privately-owned land, developing comprehensive strategies or preparing studies to assist private developers to respond to local economic opportunities that result in local investment and job creation, and financing and constructing needed public facilities and improvements.

In addition, the Agency is also responsible for increasing, preserving, and improving the number of housing units for very low-, low- and moderate- income individuals and households. In the implementation of its housing programs, the Agency must comply with the following requirements for housing developed in a redevelopment project area.

A. Set-Aside Rule - 20% of tax increment revenue must be expended to increase, improve, and preserve the supply of low and moderate income housing in the community.

B. Replacement Rule - The Agency must replace low and moderate income housing which is removed as a result of a redevelopment project, in the same proportions at which it is removed.

C. Inclusionary Rule - A fixed percentage of all housing constructed in a redevelopment project area must be affordable to low and moderate income persons and families.

D. 30% of all *Agency* built housing must be for low or moderate income households. Half (50%) of these units must be for very low income households.

E. 15% of all *Non-Agency* built housing must be for low or moderate income households. 40% of these units must be for very low income households

F. These proportions are required on an aggregate basis for the project area(s), not project-by-project. The Agency is required to set aside a portion of tax increment revenues for this purpose, and to provide an adequate number of decent, safe, and sanitary dwelling units in the community available to these income groups in the proportions required by the CRL. These specific requirements are covered in the Housing Compliance Plan Requirements section.

In addition, through its Affordable Housing Set Aside Ordinance, the City of Emeryville requires that 20% of units within development projects of 30 or more units be affordable to moderate income households. In 2007, the Emeryville City Council approved a revision to the Ordinance whereby rental projects of 30

or more units will be required to set aside 9% of units within the project as affordable to moderate income households and 6% of units within the project as affordable to very low income households.

FIVE YEAR IMPLEMENTATION PLAN REQUIREMENTS

Implementation Plan Requirements

The Agency is required to prepare an implementation plan every five years to comply with State Assembly Bill 1290. In October 1993, then Governor Pete Wilson signed AB1290 into law. AB1290 provides that an agency implement adopted redevelopment plans in a manner that will eliminate blighting conditions. The implementation plan must include the following information:

- Blighting conditions targeted for mitigation.
- Specific goals and objectives of the Agency for the project areas.
- Specific redevelopment activities and programs and the corresponding blight to be eliminated by these activities and programs.
- Estimated expenditures proposed during the plan's five-year period.
- An explanation of how the goals and objectives, programs, and expenditures will eliminate blight within the project area and meet the requirements of the Housing Compliance Plan (project descriptions).

The first section of the plan provides a list of the conditions of blight set forth in the 1976 and Shellmound Redevelopment Plans; a statement of each goal/objective that is intended to eliminate the blighting condition; and a list of programs/projects/activities designed to implement the goals and objectives, including an estimate of their costs and status of implementation. Table 3 summarizes the projects/programs, the estimated cost and status.

In addition to describing specific redevelopment activities planned for the next five years, the Implementation Plan also lists projects that have been completed since the Agency's inception with their corresponding cost and completion years. Table 4 summarizes planned and completed projects, demonstrates which objectives of blight elimination have been, or will be, addressed.

In 1995, 2000, and 2005, the Agency adopted five year implementation plans, the latter for the period 2005 through 2009. Redevelopment law allows the adoption of a single implementation plan for both project areas. The implementation plans are required, per redevelopment law, to be updated sometime between the second and third year of each implementation plan cycle. This plan represents the mid-cycle update to the 2005-2009 plan.

Housing Compliance Plan Requirements

The California Community Redevelopment Law (CRL) requires that an agency adopt a Housing Compliance Plan in conjunction with their Implementation Plan. This Plan must include the following information:

A section addressing agency-developed and project area housing with the following information:

- Estimates of the number of new, substantially rehabilitated or price-restricted residential units to

be developed or purchased both over the life of the plan and during the next 10 years.

- Estimates of the number of very low, low, and moderate income households required to be developed both over the life of the plan and during the next 10 years.
- The number of units of very low, low, and moderate income households which have been developed.
- Estimates of the number of agency-developed residential units which will be developed over the next five years.
- Estimates of the number of very low, low, and moderate income households which will be developed by the agency during the next five years.

A section addressing the Low and Moderate Income Housing Fund (LMIHF) including:

- Amount available in the LMIHF, and estimated deposit amounts through 2014.
- Housing program with estimates of the number of new, rehabilitated, and price-restricted units to be assisted during each of the five years and estimates of the expenditures of monies from the LMIHF.

In 1995, the Emeryville Redevelopment Agency adopted a ten-year Housing Compliance Plan covering the period January 1995 through December 2004. The elements listed above were included in the 1995 Housing Compliance Plan, which was amended in January 1998 and again in June 2002 as part of the mid-cycle amendments to the Implementation Plan.

The Implementation Plan contained herein includes a Housing Compliance Plan, covering the five-year period of January 2005 through December 2009, in conjunction with the Implementation Plan.

EMERYVILLE REDEVELOPMENT AGENCY

FIVE-YEAR IMPLEMENTATION PLAN

Covering Period

January 2005 through December 2009

IDENTIFIED BLIGHTING CONDITIONS

The following outlines the Blight Conditions from the 1976 and Shellmound Project Areas that have been targeted for mitigation during the 2005-2009 Implementation Plan period.

1. Residential structures, in the older areas of the City such as the Triangle neighborhood (bounded by San Pablo Avenue to west, Adeline Street to the west and 52nd Street to north) and North Hollis (between Hollis and Vallejo, and 67th and 55th Streets), exhibit advanced stages of deterioration. Public street improvements such as modifications to parking, resurfacing, accessibility and street beautification may be needed. Uses are sometimes incompatible, i.e., industrial uses interspersed among residential and commercial uses.

2. Some street systems are inadequate to serve potential parking, circulation, and loading demands of the commercial and industrial sections of the City.

3. There is still land with contamination that requires regulatory oversight prior to clean-up as well as the clean-up itself.

4. Many of the old manufacturing activities have provided the City with substantial tax income as well as jobs, but as some of these activities either relocate out of Emeryville or downsize, there is a need to replace both the tax base and the lost jobs.

5. A number of significant older industrial sites continue to remain vacant, underutilized, or improved with dilapidated or obsolete buildings.

6. As new development occurs, there is a potential for loss of small-scale manufacturing and other small businesses requiring programs to retain and assist them in continuing to successfully operate in Emeryville.

7. Structurally unsound and unreinforced masonry buildings remain in evidence creating potential seismic hazards.

8. Older commercial corridors, such as San Pablo Avenue, contain buildings that are in a state of physical deterioration and are physically and economically obsolete. There is also a higher incidence of crime and other social problems in these areas.

9. As the City transitions from the older industrial base into new activities, there is increased strain placed on the aging infrastructure, particularly the streets and sewer systems.

10. Inadequate public facilities and services to accommodate the needs of residents and the private sector also limit development or redevelopment within the Project Area.

11. There is an uncoordinated development pattern of certain properties within the Project Area due to the unimproved, defective, and/or inadequate construction of some street improvements and public/private utilities within the Project Area.

GOALS AND OBJECTIVES

The Agency has identified several objectives in order to mitigate the targeted blighting conditions in the previous section. These objectives are as follows:

A. To upgrade the residential environment through development of more neighborhood-serving commercial uses and services, open space, transportation and other public services.

B. To improve transportation and circulation within Emeryville through street construction and upgrading programs, continue and expand implementation of a transit shuttle, and measures to improve pedestrian movements and the pedestrian environment. Included within this objective is development of more transit- and pedestrian-oriented development near transportation hubs such as the Amtrak Station, and the construction of pedestrian and bicycle infrastructure.

C. To continue the Brownfields program of remediation of toxic contamination through the project area on both publicly owned properties and through assistance to private property owners.

D. To continue to diversify the City's economic base through redevelopment of older industrial properties to new uses which generate both jobs for the future and tax revenues to the City.

E. To redevelop the vacant and underutilized properties within the City into productive new uses which implement other goals. Large properties are a particular priority.

F. To assist existing Emeryville businesses in meeting their needs to remain in Emeryville. Included within this goal is retention of small manufacturers, new businesses and other businesses that have expansion needs.

G. To assist in the rehabilitation, seismic upgrading, and other improvements to existing dilapidated, obsolete, or structurally unsound buildings.

H. To revitalize the San Pablo Avenue corridor commercial area. Revitalization efforts should be comprehensive including: redevelopment of vacant or underutilized parcels, rehabilitation of existing structures, public improvements (such as sidewalks, benches, etc.) and services to existing businesses.

I. To continue to replace and upgrade the aging infrastructure such as storm drains.

J. To improve inadequate public facilities which cannot be remedied by private or government action without redevelopment.

K. The achievement of a physical environment reflecting a high level of concern for architectural and urban design principles deemed important by the community and property owners, and which contribute to the alleviation of blight.

SPECIFIC REDEVELOPMENT PROGRAMS AND ACTIVITIES

In addition to identifying Redevelopment funds allocated to specific projects, this Implementation Plan includes a description of available funding from the City and other sources. This demonstrates how the Emeryville Redevelopment Agency leverages redevelopment funds to alleviate blighting conditions.

This section explains how specific proposed projects achieve stated objectives to eliminate the corresponding identified targeted blighting condition. The expenditures for each project are also included; however, funding sources have not yet been identified for some projects. Allocations for each project appear as follows:

Total Budget
R: Redevelopment
C: City
O: Other- Includes State and Federal Funding, Developer Fees, and Other Non-City or Agency Funding
Italics: *Funding sources not identified*

* Following each list of proposed projects is a list of completed projects for each blight condition and redevelopment objective, which were completed during the prior two Implementation Plan periods of 1995-1999 and 2000-2004.

BLIGHT CONDITION 1: DETERIORATED STRUCTURES

Residential structures, in the older areas of the City such as the Triangle neighborhood (bounded by San Pablo Avenue to west, Adeline Street to the west and 52nd Street to north) and North Hollis (between Hollis and Vallejo, and 67th and 55th Streets), exhibit advanced stages of deterioration. Public street improvements such as modifications to parking, resurfacing, accessibility and street beautification may be needed. Uses are sometimes incompatible, i.e., with industrial uses interspersed among residential and commercial uses.

Redevelopment Objective: To upgrade the residential environment through development of more neighborhood-serving commercial uses and services, open space, transportation and other public services.

$160,000 **Project: Magnolia Street Plaza**
R: $160,000 As part of residential redevelopment of the Ambassador Laundry Building property, an unnecessary right turn only lane will be converted to a small public plaza. *To be completed in spring 2009.*

$75,000 **Project: Concrete Buyback Grant**
R: $75,000 (Annual) This program is open to all property owners regardless of income levels. The program provides for an instant "face-lift" of properties by improving the front yard setback area. Grants are given to properties whose front yard setback has been concreted over or yard area is barren. *Ongoing program.*

$40,000 **Project: Wrought Iron Fence Grant**
R: $40,000 This program is open to all property owners regardless of income levels. The

(Annual) program provides funding for the removal of chain-link, as well as non-conforming fencing that is in the front yard setback area. The fence is then replaced with wrought iron, wood, or other fencing that conforms to zoning regulations. *Ongoing program.*

$291,969 **Project: Housing Rehabilitation Program**
R: $100,000 This program provides funding from the Redevelopment Agency and Development
O: *[see comment]* Block Grants to assist moderate and low-income households with loans and grants for property improvements. The program provides low-interest or deferred loans for major rehabilitation and seismic retrofitting. The grants consist of exterior clean-up/paint, accessibility assistance, security bar retrofit, and minor home repair. Loans are also made available to rental property owners through a Rental Limitation Agreement assuring that the property remains affordable. The program also receives program income from repaid rehabilitation loans. *Ongoing program.*

Pending Concrete Buyback & Wrought Iron Fence Grants:

$12,500 **4385 Adeline St – Concrete Buyback/Fence Grants**
R: $12,500

$12,459 **6470 Vallejo St. – Concrete Buyback/Fence Grants**
R: $12,459

$12,480 **1285 55th St. – Concrete Buyback/Fence Grants**
R: $12,480

$12,500 **1058 48th St. – Concrete Buyback/Fence Grants**
R: $12,500

$20,000 **119 Temescal Circle – Wrought Iron Fence Grant**
R: $20,000

$4,920 **5873 Vallejo St. – Wrought Iron Fence Grant**
R: $4,920

TBD **1076 47th St. – Concrete Buyback/Fence Grants**
R: *unfunded*

TBD **5887 Beaudry St. – Concrete Buyback/Fence Grants**
R: *unfunded*

TBD **1236-A 45th St. – Concrete Buyback/Fence Grants**
R: *unfunded*

TBD **5893-B Vallejo St. – Concrete Buyback/Fence Grants**
R: *unfunded*

TBD **1078 48th St. – Wrought Iron Fence Grant**
R: *unfunded*

TBD **5878 Beaudry St. – Wrought Iron Fence Grant**
R: *unfunded*

TBD **5874 Beaudry St. – Wrought Iron Fence Grant**
R: *unfunded*

TBD **5855 Beaudry St. – Wrought Iron Fence Grant**
R: *unfunded*

TBD **5519 Beaudry St. – Wrought Iron Fence Grant**
R: *unfunded*

Pending Housing Rehabilitation Projects:

$950 **Project: 1087 45th St.**
R: *$950* Owner-occupied single-family dwelling. Requesting minor home repair (water heater).

$51,000 **Project: 4383-4389 Adeline St.**
O:$51,000 This project is being funded through CDBG funding. Rental rehabilitation fourplex. Requested foundation and roof repair. Termite work complete. Foundation to be finished by April 2007.

$10,000 **Project: 5855 Horton St. #406**
O: $10,000 This project is being funded through CDBG funding. Owner-condo unit. Requesting Accessibility Grant. Work began in January 2007. .

$15,000 **Project: 5873 Vallejo Street**
O: $15,000 This project will be funded through CDBG funding. Owner-occupied single-family dwelling. Requested Exterior Paint Grant and Rehabilitation Loan. Painting to begin in April 2007.

TBD **Project: 1060 43rd St.**
O: unfunded Owner-occupied single-family dwelling requesting an exterior paint grant. Reviewing bids. CDBG funded.

TBD **Project: 5525 Beaudry St.**
O: unfunded Owner-occupied single-family dwelling requesting an exterior paint grant. Owner to choose contractor. CDBG funded.

TBD **Project: 4315 Essex St.**
O: unfunded Owner-occupied single-family dwelling requesting an exterior paint grant. Awaiting bids. CDBG funded.

TBD **Project: 1052 43rd St.**
O: unfunded Rental/owner-occupied triplex. Requesting minor home repair. Awaiting bids. CDBC funded.

TBD **Project: 1015 45th St.**

O: unfunded Owner-occupied single-family dwelling requesting an exterior paint grant. Awaiting bids. CDBG funded.

Completed Concrete Buyback/Wrought Iron Fence Grants (All funded with Agency funds)

- 4309 Essex St. - Concrete Buyback/Fence Grants (completed 2003) $10,237
- 4311 Essex St. - Concrete Buyback Grant (completed 2003) $6,200
- 4312 Essex St. - Concrete Buyback (completed 2003) $4,775
- 4313 Essex Street - Concrete Buyback Grant (completed 2003) $6,750
- 4315 Essex St. - Concrete Buyback Grant (completed 2003) $7,500
- 4316 Essex St. - Concrete Buyback Grant (completed 2003) $5,340
- 4321 Essex St. - Concrete Buyback Grant (completed 2003) $6,550
- 4323 Essex St. - Concrete Buyback Grant (completed 2003) $7,500
- 4326/4332 Essex St. - Concrete Buyback/Fence Grants (completed 2003) $15,950
- 4327 Essex St. - Concrete Buyback Grant (completed 2003) $6,975
- 4336 Essex St. - Concrete Buyback Grant (completed 2003) $6,575
- 1052 ~ 43rd St. - Concrete Buyback/Fence Grant (completed 2003) $10,050
- 1060 ~ 48th St. - Concrete Buyback/Fence Grants (completed 2003) $11,710
- 5541 Vallejo St. - Wrought Iron Fence Grant (completed 2003) $4,880
- 1025 ~ 47th St. - Concrete Buyback/Fence Grant (completed 2003) $12,500
- 1016 ~ 47th St. - Wrought Iron Fence Grant (completed 2004) $5,750
- 1266 ~ 61st St. - Concrete Buyback Grant (completed 2004) $7,500
- 1026 ~ 47th St. - Concrete Buyback Grant (completed 2004) $6,823
- 4200 Block Adeline St - Concrete Buyback Program (completed 2004) $5,397

- 4200 Adeline St. - Wrought Iron Fence Grant (completed 2004) $4,650
- 4220 Adeline St. – Concrete Buyback Grant (completed 2004) $4,439
- 4230 Adeline St. – Concrete Buyback Grant (completed 2004) $3,876
- 4240 Adeline St. – Concrete Buyback Grant (completed 2004) $3,169
- 4260 Adeline St. – Concrete Buyback Grant (completed 2004) $6,255
- 4270 Adeline St. – Concrete Buyback Grant (completed 2004) $4,897
- 4280 Adeline St. – Concrete Buyback Grant (completed 2004) $3,169
- 4210 Adeline St. – Concrete Buyback Grant (completed 2004) $3,976
- 1250 Ocean Ave. – Concrete Buyback/Fence Grant (completed 2004) $17,088
- 4511 Adeline St. – Wrought Iron Fence Grant (completed 2004) $4,880
- 4517 Adeline St. – Wrought Iron Fence Grant (completed 2004) $4,900
- 1012 47th St. – Wrought Iron Fence Grant (completed 2004) $5,000
- 1044 45th St. – Concrete Buyback Grant (completed 2005) $7,500
- 1228 53rd St. – Concrete Buyback Grant (completed 2005) $7,500
- 3607 Peralta St. – Concrete Buyback Grant (completed 2005) $2,120
- 1055 45th St. – Concrete Buyback/Fence Grant (completed 2005) $12,660
- 1055 48th St. – Concrete Buyback/Fence Grant (completed 2005) $12,420
- 1075 45th St. – Concrete Buyback/Fence Grant (completed 2005) $15,500
- 3604 Adeline St. – Concrete Buyback/Fence Grant (completed 2005) $12,750
- 1054 48th St. – Wrought Iron Fence Grant (completed 2005) $4,640
- 1251 64th St. – Wrought Iron Fence Grant (completed 2005) $4,900
- 1275 Ocean Ave. – Wrought Iron Fence Grant (completed 2005) $4,696
- 5894 Beaudry St. – Wrought Iron Fence Grant (completed 2005) $5,000

- 5896 Beaudry St. – Wrought Iron Fence Grant (completed 2005) $4,690
- 5998 Beaudry St. – Wrought Iron Fence Grant (completed 2005) $9,888
- 1059 48th St. – Concrete Buyback/Fence Grant (completed 2006) $12,500
- 1250 63rd St. –Wrought Iron Fence Grant (completed 2006) $5,000

Total: $337,025

Completed Housing Rehabilitation Projects (funded with Agency funds unless otherwise noted; CDBG – federal Community Development Block Grant)

- 5541 Vallejo St. – Exterior Paint Grant (completed 2003 - CDBG) $13,623
- 106 Temescal Circle – Accessibility Grant (completed 2003 - CDBG) $2,155
- 1263 62nd St. – Exterior Pain Grant (completed 2003 - CDBG) $14,404
- 5921 Vallejo St. – Exterior Pain Grant; Rehabilitation Loan (completed 2003 - CDBG) $28,219
- 1216 ~ 54th St. - Major Rehabilitation of Rental Unit (completed 2003) $75,000
- 5517B Vallejo St. - Security Bar Retrofit (completed 2003 - CDBG) $440
- 6401 Shellmound St. - Accessibility grant (completed 2003 -CDBG) $1,171
- 4311 Essex St. - Exterior Paint Grant (completed 2004) $14,500
- 4310 Adeline St. - Minor Home Repair (completed 2004 - CDBG) $782
- 6470 Vallejo St. - Exterior Paint Grant (completed 2004 - CDBG) $10,600
- 1046 ~ 48th St. - Exterior Paint Grant (completed 2004 - CDBG) $13,220
- 1026 47th St. – Exterior Paint Grant (completed 2004) $10,000
- 1067 48th St. – Exterior Paint Grant (completed 2004 – CDBG) $10,230
- 4310 Adeline St. – Tree Removal; Exterior Clean-up (completed 2005 – CDBG) $850
- 1420 45th St. – Owner-Occupied Loan (completed 2005 – CDBG) $37,983

- 3604 Adeline St. – Owner-Occupied Loan; Exterior Paint (completed 2004/05 -CDBG) $105,000
- 1007 45th St. – Exterior Paint Grant (completed 2005 – CDBG) $28,195
- 4311 Essex St. – Exterior Paint Grant (completed 2005) $14,500
- 1087 45th St. – Exterior Paint Grant; Security Bar Retrofit (completed 2005 – CDBG) $14,191
- 4336 Essex St. – Exterior Paint Grant (completed 2005 – CDBG) $12,825
- 1026 45th St. – Exterior Paint Grant (completed 2005 – CDBG) $15,000
- 1276 61st St. – Exterior Paint Grant (completed 2005 – CDBG) $14,980
- 4385 Adeline St. – Exterior Paint Grant (completed 2005 – CDBG) $24,120
- 1026 47th St. – Exterior Paint Grant (completed 2005) $10,000
- 4052 Harlan St. #308 – Minor Home Repair (completed 2005 – CDBG) $987
- 1047 48th St. – Exterior Paint Grant (completed 2005 - CDBG) $14,900
- 1053 45th St. – Exterior Clean-up Grant (completed 2005 – CDBG) $800
- 1012 47th St. – Exterior Paint Grant (completed 2005 - CDBG) $15,000
- 1078 48th St. – Accessibility Grant (completed 2005 – CDBG) $1,369
- 6312 Doyle St. – Exterior Paint/Exterior Clean-up Grants (completed 2005 - RDA) $13,850
- 1234 54th St. – Exterior Paint Grant (completed 2005 – CDBG) $13,100
- 4310 Adeline St. – Exterior Clean-up/Fencing Grants (completed 2005 - CDBG) $5,900
- 4270 Adeline St. – Accessibility Grant (completed 2005 - CDBG) $6,675
- 1048 43rd St. – Accessibility Grant; Security Bar Retrofit (completed 2005 - CDBG) $3,827
- 1265 62nd St. – Exterior Clean-up Grant (completed 2005) $2,950
- 1250 63rd St. – Exterior Paint Grant; New Roof (completed 2005 - CDBG) $14,310
- 1121 40th St. #4108 – Accessibility Grant (completed 2005 CDBG) $8,981
- 1019 47th St. – Exterior Paint Grant (completed 2005 - CDBG) $23,730

• 1011 47th St. – Exterior Paint Grant (completed 2005)	$15,000
• 1011 47th St. – Rehabilitation Loan (completed 2005)	$15,000
• 4250 Horton Street – Access Grant (completed 2005)	$38,000
• 4250 Horton Street – Rehabilitation Loan (completed 2005)	$35,000
• 1067 48th Street – Exterior Paint Grant (completed 2005 – CDBG)	$10,230
• 1048 43rd Street – Exterior Clean-up Grant (completed 2005)	$15,000
• 5889 Beaudry St. – Exterior Paint Grant (completed 2006 – CDBG)	$14,910
• 1060 43rd St. – Roof Repair Loan (completed 2006 – CDBG)	$15,000
• 1060 43rd St. – Minor Home Repair (completed 2006)	$920
• 4230 Adeline St. – Accessibility Grant (completed 2006 – CDBG)	$9,600
• 1250 63rd St. – Owner-Occupied Loan; Roof Repair (completed 2006 – CDBG)	$31,475
• 8 Captain Dr. #E259 – Rehabilitation Loan (completed 2006 – CDBG)	$13,150
• 8 Captain Dr. #E259 – Minor Home Repair (completed 2006)	$1,000
• 6466 Vallejo St. – Exterior Clean-Up Grant (completed 2006)	$15,000
Total:	**$827,652**

BLIGHT CONDITION 2: INADEQUATE STREET SYSTEMS

Some street systems are inadequate to serve potential parking, circulation, and loading demands of the commercial and industrial sections of the City.

Redevelopment Objective: To improve transportation and circulation within Emeryville through street construction and upgrading programs, implementation of a transit shuttle, and measures to improve pedestrian movements and the pedestrian environment. Included within this objective is development of more transit- and pedestrian-oriented development near transportation hubs such as the Amtrak Station, or corridors such as San Pablo Avenue. Also included are pedestrian and bike path projects to provide alternate means of circulation.

$258,900
R: $100,000
C: $158,900

Project: Bicycle Circulation Modifications
This program will facilitate the movement of bicycles on existing City streets to improve bicycle traffic flow and safety for bicyclists, pedestrians and autos. *Work begun in FY 2005/2006. To continue through FY 2010/2011.*

$200,000
C: $200,000

Project: ADA Sidewalk and Curb Cut Improvements
The purpose of this project is to establish an on-going program to repair and improve sidewalks throughout the City to further overall public safety, public convenience, and accessibility per the Americans with Disabilities Act (ADA). Priority will be given to curb cuts and sidewalks serving bus stops and heavily traveled public pedestrian areas in the City. *Ongoing project.*

$635,000
R: $635,000

Project: Pedestrian Safety Improvements
This project will fund the recommended improvements identified in a Pedestrian Safety Study prepared by the University of California Traffic Safety Center for the intersections of Powell Street and Christie Avenue, Powell Street and Frontage Road, Powell Street and the I-80 off-ramp, and Shellmound Street and Christie Avenue. Measures will include: enhanced visibility crosswalks, overhead signage, pedestrian warning signs and beacons, pedestrian countdown signals, a bicycle lane with improved signage, etc. *Ongoing*

$7,666,005
R: $945,210
C: $5,093,795
O: $472,000
$1,155,000 unfunded

Project: Critical Circulation Improvements
This project includes street reconstruction programs, slurry seal applications; 40th Street bridge seal coat; traffic signal installation at 40th and Harlan, 45th and Hollis, and Bay Street and Ohlone Way; pedestrian activated signal at Powell Street and Doyle Street; widening at 40th Street and San Pablo; I-80 Eastbound off-ramp; widening at San Pablo Avenue; creation of exclusive turning lane at 40th Street and Horton; wayfinding signage; lighted crosswalks; and quiet railroad crossings at 65th, 66th, and 67th Streets to improve circulation throughout the City. *Ongoing project.*

$10,500,000
Not including ROW
Unfunded

Project: Traffic/Circulation Improvements for Big 4 Redevelopment Projects
This project will fund future traffic and circulation improvements constructed to mitigate traffic impacts from four major projects proposed for the City of Emeryville: the BayStreet Site B project, the Marketplace project, the BRE Gateway project, and the Transit Center, Collectively referred to as the "Big 4" projects. Traffic mitigations include streets widenings at the I-80 Eastbound Ramp and Powel, Powell and Christie, Powell and Hollis intersections, street realignments at San Pablo and Stanford, 40th and Horton Street, 40th

and Emery, 40th and San Pablo, and Mandela Parkway and Horton, and signal modifications at Powell and Christie, Power and Hollis, 40th and Horton Street, 40th and Emery Street, 40th and San Pablo, and 65th and Shellmound and Overland Streets, and Shellmound/Christie One-Way Loop, pedestrian recall at key intersections at peak hours.

$13,520,000 **Project: Greenway: Stanford Avenue to Berkeley City Limits**
R: $11,060,000 This project is a street reconstruction and pedestrian/bike lane corridor
O: $1,770,000 improvement on the former 9th Street railroad drill track right of way. The project would
$690,000 recreate Doyle Street and the former railroad right-of-way as a meandering
unfunded green way for pedestrians and bicycles from Stanford Avenue to the Berkeley border.
Construction underway for Powell – midblock to 59th St.; Ocean to 65th St. (private development); 67th to Berkeley City limits.

$100,000 **Project: Bus Shelters**
R: $100,000 This project would establish 5-10 shelters at key locations served by AC Transit and the Emery Go-Round. Providing bus shelters will make alternative transportation modes more convenient and attractive for Emeryville commuters and residents. Each bus shelter may also contain a public art component. *To be completed in 2007-2008.*

$200,000 **Project: Frontage Road Bicycle Path Improvements**
R: $200,000 This project will make improvements to the mixed-use bicycle/sidewalk (Bay Trail) along Frontage Road from the Shorebird Park to the Hilton Garden Inn. The improvements will include the installation of a landscape buffer adjacent to the edge of the sidewalk, and modifications to the curb return radius at the roadway entrance to the Watergate Offices. *Design to begin in latter part of FY 2006/2007, with construction to begin in FY 2007/2008.*

$2,650,000 **Project: Horton Park Landing and Lighting**
R: $300,000 The site of Horton Park Landing is a strip of land that extends in a curve from Horton
O: $2,350,000 Street to the vicinity of Temescal Creek, along the right-of-way of the 9th Street drill track east of the Union Pacific mainline, to the north and west of Chiron's proposed Building 12 parking garage. This project will remove the existing surface parking and improve the open space as a linear park with landscaping and a pedestrian/bicycle path that will connect to the South Bayfront Pedestrian Overcrossing. *Acquisition and completion of park expected to occur by the end of FY 2009/2010.* [Also meets Blight Condition #10]

$8,470,000 **Project: South Bayfront Pedestrian/Bicycle Overcrossing**
R:$8,470,000 This project would provide a pedestrian/bicycle overcrossing over the Union Pacific railroad tracks, connecting the Bay Street/IKEA area with the area east of the railroad tracks at the Horton Park landing. *Preliminary Design Initiated 2001. Project to proceed in 2007-2008.*

$33,879,406 **Project: Ashby and Shellmound Interchange Improvements**
R: $70,000 This project was included in the San Pablo Corridor Study adopted in 1999. It will provide
O: $809,406 complete access/egress for traffic destined for, or originating from, the City of Emeryville.
$33,000,000 Additionally there will be a separate, ADA compliant, overcrossing, dedicated solely to
unfunded bicyclists and pedestrians, which connects Shellmound street on the east side with the frontage road on the west side opposite Emery Point. *The earliest that design funds could be obtained is FY 2007-2008.*

$230,000
R: $230,000

Project: 53rd Street – 55th Street Path
This project will create a public pedestrian and bicycle path from 53rd Street to 55th Street east of Hollis Street through the Pickleworks property and the parking lot of the Thoroughbred Building. The project will require the acquisition of right-of-way easements through the parking lots, estimated at 4,500 sq. ft. *As this project requires property negotiations, it is anticipated that implementation will take at least one year.*

$15,400,000
R: $200,000
O: $200,000
$15,000,000 unfunded

Project: Shellmound/Powell Street Bridge Improvements
This project consists of two main improvements: (1) landscape and streetscape improvements to the area under the elevated portion of Powell Street Bridge immediately adjacent to the Woodfin Suites Hotel property; and (2) improvements to the elevated portion of Powell Street, between Peladeau and Christie, to improve pedestrian and bicycle circulation and safety. *Construction of improvements will coincide with the construction of the adjacent development projects in order to consolidate the disruption caused by construction in the area.*

$12,080,000
R: $200,000
$11,880,000 unfunded

Project: Crescent Path/Bridge over I-80 at Temescal Creek
This project will fund a study during FY2006/07 to study the feasibility of constructing the Bay Trail along the Emeryville Crescent (immediately west of I-80), rather than along the currently planned alignment. The study will also evaluate the feasibility and cost of constructing a pedestrian/bicycle bridge over I-80 at Temescal Creek.

$1,432,000
$1,432,000 unfunded

Project: San Pablo Avenue and Adeline Intersection Improvements
This project will include conversion of some traffic lanes to on street parking, expansion of medians, bulb-outs, landscaping and wider sidewalks. These improvements will complement the Agency's other revitalization activities on the San Pablo Avenue corridor, and particularly at the intersection where Jug Liquors and the Money Mart properties were acquired for redevelopment into commercial and mixed-use projects, in compliance with the 1976 Area Redevelopment Plan and the San Pablo Avenue Urban Design Guidelines.

$225,000
R: $225,000

Project: Pedestrian Signal at Powell Street and Doyle Street.
This project will install a pedestrian activated signal at the intersection of Powell Street and Doyle Street. Pedestrians traveling north-south on Doyle would push a button, which would provide a 'walk' sign for pedestrians and invoke a red light for the Power Street traffic. There would continue to be a stop sign for vehicles and bicyclists going north-south on Doyle Street.

Pending Bicycle/Pedestrian Paths and Bridges

$940,000
O: *unfunded*

Project: Bicycle Path on Adeline Street
The project would install 3' wide curb barriers to create a 5' wide separated bicycle lane on each side of Adeline Street, from the City's northern boundary to San Pablo Avenue.

$1,150,000
O: *unfunded*

Project: Pedestrian/Bicycle Path on North of Powell Street Overcrossing
This project would install a 10' wide bicycle path from the proposed bridge over Powell Street along the eastern side of I-80 (traveling northward to LaCoste Street).

$1,150,000 **Project: Pedestrian/Bicycle Path on South of Powell Street Overcrossing**
O: *unfunded* This project would install a 10' wide bicycle path from the proposed bridge over Powell Street along the eastern side of I-80 (traveling southward to Shellmound Street).

$3,750,000 **Project: Shellmound Street Bicycle Path**
O: *unfunded* This project would construct a 10' wide segregated bicycle path on the east side of Shellmound Street from the northern city limit, across the 40th Street bridge to Horton St.

$1,210,000 **Project: Spur Alley Path**
O: *unfunded* This project would create a public pedestrian and bicycle corridor along the alignment of Spur Alley north of 53rd Street.

$9,910,000 **Project: Pedestrian/Bicycle Bridge over I-80 at 65th Street**
R: $190,000 This project would construct a pedestrian/bicycle bridge over I-80 at 65th Street, and would
$9,720,000 replace the pedestrian/bicycle element of the Ashby interchange project.
unfunded

$5,590,000 **Project: Pedestrian/Bicycle Bridge over Powell Street east of I-80**
O: *unfunded* This project would construct a pedestrian/bicycle bridge over Powell Street, east of I-80.

$460,000 **Project: Pedestrian/Bicycle Bridge over Temescal Creek**
O: *unfunded* This project would construct a pedestrian/bicycle bridge over Temescal Creek approximately 30' east of I-80.

Completed Projects:

- Traffic Warning Signals at Central Fire Station, Hollis Street $30,000
- Ashby Spit/Point Emery Improvements (Completed 1991) $100,000
- Amtrak Station Improvements (Completed 1993) $6,331,000
- Implementation of City Transit Shuttle (Completed 1994) $1,380,000
- West Emeryville Assessment District Improvements (Completed prior to 96/97) $2,400,000
- Installation of Curb Cuts/Ramps (Completed prior to 96/97) $125,000
- Street Reconstruction Program (Completed prior to 96/97) $3,500,000
- Railroad Spur Acquisition (Completed prior to 96/97) $92,400
- Amtrak Station Pedestrian/Bike Overcrossing (Completed 1996) $2,000,000
- Amtrak Intermodal Transfer Improvements (Completed 96/97) $12,000
- Bay/Shellmound Street Extension (Completed 1997) $25,040,566
- Hollis and 53rd Street Improvements (Completed 1998) $1,884,600
- Horton-Landregan-Stanford Extension Phase I (Completed 1998) $1,800,000
- Bay Trail from Powell/I-80 to Shellmound Street (Completed 1999) $222,000
- Shellmound Loop Improvements (Completed 2000) $2,247,567

• Shellmound Corridor Improvements (Completed 2000)	$2,604,586
• San Pablo Avenue Traffic Signal Interconnect (Completed 2000)	$339,630
• Temescal Creek Bridge Widening (Completed 2000)	$511,215
• Greenway Railroad Spur Acquisition (Completed 2003)	$2,107,000
• Horton-Landregan-Stanford Avenue Improvements, Phase II (Completed 2004)	$3,000,000
• ADA Curb Cuts/Accessibility Improvements (Partially Complete 2004)	$2,277,000
• Lighted Crosswalk on San Pablo Avenue (Completed 2005)	$30,000
• MacArthur On-Ramp Construction (Completed 2005)	$9,000,000
• Doyle Street Greenway: 59th- 67th Street (Partially Complete 2006)	$3,455,000
• 64th Street Emergency Crossing (complete 2003)	$100,000
Total:	**$41,110,966**

BLIGHT CONDITION 3: CONTAMINATED PROPERTIES

There is still land with contamination that requires regulatory oversight prior to clean-up as well as the clean-up itself.

Redevelopment Objective: To continue the program of remediation of toxic contamination through the project area on both publicly and privately-owned properties and through assistance to private property owners.

$2,596,100 **Project: Brownfields Loan Program**
R: $239,100 The loan program involves issuance of assessment and cleanup loans to property owners
O: $2,357,000 for site cleanup, and technical assistance, using funds from the U.S. Environmental Protection Agency and California Pollution Control Finance Authority. Includes ECCL, Civic Center II, Oak Walk, Doyle Street Park, CBS (formerly Westinghouse) "mound" site, and Ambassador sites. *Ongoing.*

$16,600,000 **Project: Land Assemblage and Development**
R: $16,600,000 The Land Assemblage and Development Program may also be used to acquire, remediate, and sell for new development, land that is underutilized due to contamination. *Ongoing.* (Also meets Blight Condition #5)

$12,000,000 **Project: Transit Center**
R: $3,000,000 Remediation of a 1.75-acre site located on Horton Street known as the CBS (formerly
O: $9,000,000 "Viacom") Mound site. A Soil Removal and Remediation Implementation Plan is currently under review by the California State Department of Toxic Substances Control. The estimate for the "risk-based" remediation costs are estimated to range from $6 to $11.5 million. The Agency's contributions to remediating the site are capped at $3 million.

Completed Projects

- Amtrak Station Site Remediation (Completed 92/93) $6,331,000
- Replacement of Underground Gasoline Fuel Tanks (Completed 97/98) $145,000
- Marriott Hotel Site Remediation (Completed 2000) $1,100,000
- Brownfields Phase I (Completed 2001) $428,134
- Gateway Housing Site Remediation (Completed 2001)* $NA
- EmeryStation North (Completed 2001)* $NA
- Brownfields Program - Phase II (Completed 2002) $200,000
- Hollis Business Center Site Remediation (Completed 2002)* $NA
- Bay Street Site Remediation (Completed 2002) $11,000,000
- Green City Lofts Site Remediation (Completed 2003) $1,175,000
- Elevation 22 Site Remediation (Completed 2003) $NA

• Courtyards at 65th Street (Ryerson) Site Remediation (Completed 2004)*	$NA
• Liquid Sugar Site Remediation (Completed 2004)	$NA
• 5701 Hollis Street Site Remediation (Completed 2004)	$213,255
• Andante Site Remediation	$500,000
• Portions of Greenway Spur Remediation (Completed 2006)	$1,470,000
• EmeryStation North Clean-up (Completed 2002)	$300,000
• Glashaus Site Remediation (Completed 2006)	$NA
• Acquisition of the Triangle Parcel in the South Bayfront (Completed 2004)	$2,500,000
• Avenue 64 (formerly Pinnacles) Site Remediation (Completed 2007)	$NA
Total:	**$25,362,389**

* Cost information not available. Cleanup conducted by private parties.

BLIGHT CONDITION 4: LOSS OF TAX BASE AND JOBS

Many of the old manufacturing activities have provided the City with substantial tax income as well as jobs, but as some of these activities either relocate out of Emeryville or downsize, there is a need to replace both the tax base and the lost jobs. [Projects in Blight Condition 5 also respond to this Blight Condition]

Redevelopment Objective: To continue to diversify the City's economic base through redevelopment of older industrial properties to new uses that generate both jobs for the future and tax revenues to the City.

BLIGHT CONDITION 5: VACANT AND UNDERUTILIZED BUILDINGS

A number of significant older industrial sites continue to remain vacant, underutilized, or improved with dilapidated or obsolete buildings.

Redevelopment Objective: To redevelop the vacant and underutilized properties within the City into productive new uses which implement other goals. Large properties are a particular priority.

$16,600,000 **Project: Land Assemblage and Development**
R: $16,600,000 The Land Assemblage and Development Program provides opportunities for the Redevelopment Agency to purchase or to assist in the purchase of properties for development. This allows the Agency to guide development in key areas of the City to ensure that such development will provide a net benefit to the General Fund and assist in the transformation of the community into a more attractive and economically vital environment. Areas that may be appropriate for Agency land banking include the South Bayfront Site B property and the southwest and northeast corners of Hollis and Powell Streets. *Ongoing.* (Also meets Blight Condition #3)

$6,700,000 **Project: San Pablo Avenue Development Assistance**
R: $4,565,000 This project provides assistance to the redevelopment of key parcels on San Pablo Avenue
$2,135,000 unfunded identified in the San Pablo Avenue Urban Design Plan. Activities may include parcel consolidation, demolition of obsolete buildings, toxic remediation and on-site/off-site improvements, and tenant subsidies to attract key tenants to the Avenue. Potential sites for redevelopment include Adeline Place (Money Mart), the Flatiron (Jug Liquors) and Black/White Liquor; 40th and San Pablo Avenue, and 41st and San Pablo Avenue. *Ongoing.* (Also meets Blight Condition #8)

$2,000,000 **Project: Novartis (Chiron) Development Assistance**
R: *$2,000,000 future* This project will help pay for the various extraordinary development costs associated with the Chiron development, including demolition, toxic remediation, and off-site circulation improvements. *Designs developed.*

$5,000,000 **Project: Marketplace Renovation/Expansion**
R: *$5,000,000 future* This project provides assistance for the cost of additional parking, utilities, and public improvements required to allow additional commercial and residential development at the Marketplace (Christie/Shellmound,64th Street). *Designs underway.*

Unfunded
O: *unfunded*

Project: Bay Street Site B

Bay Street Site B will be continuation and completion of the existing Bay Street Mixed-Use Development. The project will serve as a northern end-cap for the existing Bay Street development and consist of retail (possibly a department store), a hotel, residences and structured parking.

Unfunded
O: *unfunded*

Project: Billboard Acquisition

This project involves the acquisition of an advertising billboard structure located at 1168 36th Street on the Ambassador Laundry site. *Acquisition anticipated in FY07/08.*

Completed Projects:

• PG&E Land Acquisition (Completed 1991)	$2,927,000
• Pixar Site Assistance Phase I (Completed 2001)	$800,000
• Bay Street Mixed Use project (Retail completed 2002. Residential completed 2006.)	$35,457,000
• Chiron Phase I Building #4 (Completed 2005)	$2,239,000
Total:	**$41,423,000**

BLIGHT CONDITION 6: LACK OF BUSINESS EXPANSION

As new development occurs, there is a potential for loss of small-scale manufacturing and other small businesses requiring programs to retain and assist them in continuing to successfully operate in Emeryville.

Redevelopment Objective: To assist existing Emeryville businesses in meeting their needs to remain in Emeryville. Included within this goal is retention of small manufacturers, new businesses and other businesses that have expansion needs.

$1,896,494 **Project: Facade Improvements and Commercial Rehabilitation/Business**
R: $1,896,494 **Retention Programs**
The Commercial Rehabilitation Program provides financial assistance to owners or tenants of commercial buildings in an effort to revitalize commercial properties. Assistance may be provided for a range of projects, including storefront facade improvements and substantial rehabilitation of targeted properties. The Business Retention Program includes identification of existing businesses with expansion potential which the Agency would like to retain in the City. Assistance may include, but not be limited to, renovation of space, assistance in financing tenant improvements, fixtures and equipment, development of incubator space, and site location assistance. *Ongoing.* (Also meets Blight Condition #7)

$60,000 **Project: Bay Area EastShore Partnership**
R: $60,000 Bay Area EastShore (BAES) is a partnership among five East Bay cities and the Economic Development Alliance for Business to help high-tech, bio and digital technology firms grow and move into the BAES region. BAES sponsors events, conducts marketing activities and encourages partnerships among investors, entrepreneurs and companies.

Completed Projects

- Renovation of ECAP at 3610 San Pablo Avenue (Completed 1997) $105,000
- Head Over Heels Business Loan (Completed 1999) $32,500
- Daryl Rush Builders (Completed 1999) $20,000
- Trader Vics Warehouse (Completed 1999) $30,500
- 1195 Park Avenue (Completed 1999) $12,100
- Scends Restaurant (Completed 1999) $1,700
- Avalon Apartments Commercial Space (Partially completed October 2000) $475,000
- CityLine Building (Completed 2000) $15,000
- Doug's BBQ Facade Renovation (Completed 2002) $15,000
- Master Lease of Promenade Retail Center (Partially completed June 2002) $1,000,00
- Cuppa Cabana Facade Improvements (Completed 2003) $7,450
- Cuppa Cabana Start-Up and Tenant Improvement Loans (Completed 2003) $215,000

• Arizmendi Start-Up and Equipment Business Loan (Completed 2003)		$350,000
• Arizmendi Tenant Improvement Grant (Completed 2003)		$226,000
• Cassava Tenant Improvement Loan (Completed 2003)		$80,000
• 4340 San Pablo Avenue Facade Renovations (Completed 2004)		$42,500
• 4348 San Pablo Avenue Facade Renovations (Completed 2004)		$65,500
• Emeryville Farms Signage Improvements (Completed 2004)		$23,500
• Scends Facade Renovation (Completed 2004)		$30,000
• 1375 Park Avenue Facade Renovations (Completed 2004)		$75,000
• Khana Khazana Restaurant Start-Up Loan (Completed 2004)		$100,000
• Andante Commercial Space (Partially completed October 2004)		$NA
• Maz Façade Improvements (Completed 2005)		$90,000
• Athlete's Foot (Avalon) (Completed 2005)		$14,500
• Kilohana Grill Façade Improvements (Completed 2006)		$27,750
• Marsh Interiors (Avalon) Façade Improvements (Completed 2005)		$5,415
• Avalon Façade Improvements (Completed 2006)		$35,000
• Bank Club Façade Improvements (Completed 2007)		$67,500
• MiYozen Façade Improvements (Completed 2006)		$60,000
• Recreation Department Façade Improvements (Completed 2006)		$64,500
• Head Over Heels Tenant Improvement Loan (Completed 2006)		$100,000
	Total:	**$2,386,415**

BLIGHT CONDITION 7: STRUCTURALLY UNSOUND BUILDINGS

Structurally unsound and unreinforced masonry buildings remain in evidence creating potential seismic hazards.

Redevelopment Objective: To assist in the rehabilitation, seismic upgrading, and other improvements to existing dilapidated, obsolete, or structurally unsound buildings.

$1,896,494 **Project: Commercial Rehabilitation/Business Retention Program**
R: $1,896,494 The Commercial Rehabilitation Program provides financial assistance to owners or tenants of commercial buildings in an effort to revitalize commercial properties, including substantial rehabilitation and seismic retrofit of targeted properties including buildings on San Pablo Avenue and Park Avenue. *Ongoing.* (Also meets Blight Condition #6)

BLIGHT CONDITION 8: DETERIORATED COMMERCIAL CORRIDORS

Older commercial corridors, such as San Pablo Avenue, contain buildings that are in a state of physical deterioration and are physically and economically obsolete. There is also a higher incidence of crime and other social problems in these areas.

Redevelopment Objective: To revitalize the San Pablo Avenue corridor commercial area. Revitalization efforts should be comprehensive including: redevelopment of vacant or underutilized parcels, rehabilitation of existing structures, public improvements (such as sidewalks, benches, etc.) and services to existing businesses.

$6,700,000
R: $4,565,000
$2,135,000 unfunded

Project: San Pablo Avenue Development Assistance
This project provides assistance to the redevelopment of key parcels on San Pablo Avenue identified in the San Pablo Avenue Urban Design Plan. Activities may include parcel consolidation, demolition of obsolete buildings, toxic remediation and on-site/off-site improvements, and tenant subsidies to attract key tenants to the Avenue. Potential sites for redevelopment include the Flatiron (Jug Liquors) and Black/White Liquor; 40th and San Pablo Avenue, and 41st and San Pablo Avenue. *Ongoing.* (Also meets Blight Condition #5)

To Be Determined

Project: Oaks Club Parking Development
This project will assist with the acquisition of parcels from the Oaks Club that are currently used for surface parking, inconsistent with the San Pablo Avenue Urban Design Guidelines, for their re-sale and redevelopment as mixed-use projects. Includes consolidation of parking on Oaks Club block which may require additional property acquisition on the Oaks Club Block.

Completed Projects

• San Pablo Avenue Beautification Phase I 36th - 40th Street (Completed 1995)	$1,500,000
• San Pablo Avenue Beautification Phase II 40th 53rd Street (Completed 1999)	$2,600,000
• Avalon Commercial Space (Completed 2000)	$475,000
• Promenade Retail Center (Construction completed 2002. Leasing ongoing)	$1,300,000
• Jug Liquor Acquisition (Completed 2003)	$485,000
• Andante Mixed-Use Development Phase I & II (Completed 2004)	$2,500,000
• Adeline Place Acquisition (Check Cashing) (Completed 2005)	$650,000
Total:	**$9,510,000**

BLIGHT CONDITION 9: INADEQUATE INFRASTRUCTURE

As the City transitions from the older industrial base into new activities, there is increased strain placed on the aging infrastructure, particularly the streets and sewer systems.

Redevelopment Objective: To continue to replace and upgrade the aging infrastructure such as storm drains.

$2,765,754 **Project: Street Reconstruction Program**
R: $415,950 This on-going project will continue the program of reconstructing existing streets
C: $2,349,804 to allow implementation of a cost-effective maintenance program. The program will prevent the further deterioration of streets which would be more difficult and expensive to maintain. *Ongoing.* [Also included in Blight Condition #2, under Critical Circulation Improvements]

$2,220.000 **Project: Sanitary Sewer Rehabilitation Program**
C: $1,970,000 This program calls for the continual maintenance and scheduled replacements of existing
O: $250,000 sewer mains throughout Emeryville. In 2006, all improvements to the sewer system were completed. Annual improvements to the system are scheduled as follows: Peninsula Pump Station (2006/2007); 54th Street, west of Boyer, to 53rd Street; MacArthur, San Pablo to Oakland border (2007/2008); Powell Street, I-80 to Trader Vic's (2008/2009). *Ongoing.*

$543,000 **Project: Sanitary Sewer Lift Station Renovation**
C: $543,000 This project involves replacement of an above-ground lift station with a more durable, aesthetically-pleasing, and compatible lift station, including additional equipment storage space. *To be completed by the end of FY 2006/07.*

$100,000 **Project: Sewer Improvements: 53rd/Horton**
O: $100,000 This project will install lining in an existing sewer line to eliminate infiltration and inflow between the sanitary sewer system and the storm drainage system. *Project completion is dependent on Chiron's occupancy of their second phase building, per Chiron's Development Agreement with the Agency and City.*

$2,500,000 **Project: 64th Street Trunk Storm Drain**
O: $2,650,000 The Master Storm Drain Study identified the most northern storm drainage basin in the City (Basin 27) as a priority for required improvements. This project will include the construction of a new 60: trunk line drainage facility that would split Basin 27 into two areas by adding a new outfall to the Bay from 64th Street. Given the size of the proposed project, it qualifies as an Alameda County Flood Control District Facility (ACFCD). *ACFCD will begin the environmental clearance and regulatory permitting in FY 2006/2007; construction is anticipated no sooner than FY 2008/2009.*

$1,120,000 **Project: Master Storm Drain Improvements**
C: $20,000 This project implements the Master Storm Drain Study to clean and remove material
O: $750,000 from two major storm drains which connect to Temescal Creek and a smaller drain on Christie Avenue from Shellmound Way to Shellmound Street, all of which are heavily silted. Project also includes installation of flood gates on both drains at their entry to Temescal Creek.

$1,945,000 **Project: Triangle Neighborhood Traffic Calming**
R: $1,870,000 This project develops a comprehensive traffic calming strategy for the Triangle
C:$75,000 neighborhood based upon a series of facilitated meetings with residents. The project diverts traffic away from the neighborhood by strategically installing blubouts, medians, islands, and traffic circles. Temporary measures have been installed at first in order to gauge effectiveness and analyze unintended consequences.

$820,000 **Project: Quiet Railroad Crossings**
R:$70,000 This project funds a feasibility study and potential installation of safety measures that
O:$750,000 would allow the Federal Railroad Administration to establish a "quiet zone" at Emeryville's three at-grade rail crossings, located at 65th, 66th, and 67th Streets. Trains are required by both Federal and State law to sound their horns as they approach these intersections for safety purposes. Given the frequency of train traffic through Emeryville, horns have become a nuisance for community members who work or live adjacent to or near the railroad crossings. In "quiet zones" train operators are able to refrain from blowing horns as the train approaches the intersection.

Completed Projects

• Sewer Rehabilitation - Doyle, Beaudry, Vallejo, Hubbard, and Halleck Streets (Completed 96/97)	$500,000
• Powell Street Bridge Seismic Retrofit (Completed 1996)	$5,600,000
• Sewer Rehabilitation Program (Completed prior to 96/97)	$4,700,000
• Renovation of Elevators at Amtrak Station (Completed 2005)	$279,804
• Amtrak Turn-Around Improvements for Baggage Cars (Completed 2005)	$170,757
• Retrofit of Public Area Garbage Containers at Bay Street (Completed 2005)	$8,010
• Corporation Yard Lighting Retrofit (Completed 2005)	$21,629
• Sewer Rehabilitation Program (Phase II Completed 2006)	$390,292
• Sanitary Sewer Master Plan and GIS (Completed 2006)	$28,900
Total:	**$11,199,392**

BLIGHT CONDITION 10: INADEQUATE PUBLIC FACILITIES

Inadequate public facilities and services to accommodate the needs of residents and the private sector also limit development or redevelopment within the Project Area.

Redevelopment Objective: To improve inadequate public facilities that cannot be remedied by private or government action without redevelopment.

$500,000 **Project: Bay Water Emergency Pumping Station**
C: $500,000 This project would provide seawater to the peninsula for fire fighting, in the event of a major seismic event which could damage EBMUD water lines. The pumping station will be located in an area of the peninsula that provides deep access to seawater. *To be completed by Summer 2007.*

$310,000 **Project: Public Works Corporation Yard Improvements**
R: $300,000 This project will provide seismic safety improvements to the City's Corporation Yard
O: $10,000 warehouse. The project would first complete a seismic safety evaluation of the building to determine its capacity to withstand an earthquake and identify needed safety improvements. *Seismic safety evaluation will proceed in FY 2006/2007. The timing of construction will depend on the extent of improvements that are needed.*

$14,036,000 **Project: Emery Station Public Parking/Transit Center**
R: $1,000,000 This project will construct a (1) 125 new parking spaces, (2) 125-150 residential units, with
O: $13,036,000 15,000 – 30,000 square feet of commercial space, (3) loading and unloading spaces for nine buses, and (4) a new pedestrian plaza to link the new public parking, new car share/rental facilities and new bus bays with the existing train station. The project is sited on the former Westinghouse"mound" parcel adjacent to the Emeryville Amtrak Station. *Environmental Studies commenced in FY 2004/2005; removal of contaminated soils could begin in the spring of 2007; construction of the parking garage could commence in the fall of 2007. .*

$2,100,000 **Project: North Hollis (65th/Hollis) Public Parking**
R: $2,100,000 Phase I of this project will address parking needs in the area north of Powell Street around 65th Street and Hollis, identified in the North Hollis Plan, by funding the acquisition of 50 structured parking spaces as part of the Glashaus mixed-use development by Pulte Homes at the corner of 65th and Hollis. Phase II may include the installation of parking control devices on the streets in the area. Phase I to be completed in 2008, Phase II to be completed 2008/09.

$515,000 **Project: Police Building Upgrade**
R: $515,000 This project would remodel the current Police Building to accommodate the growth of the Department and improve the HVAC system. These improvements will make the facility workable until a new Police facility is constructed. *Design in progress.*

$5,500,000 **Project: City Recreation Department Program Facility**
$5,500,000 unfunded This project involves the development of a permanent facility for the City's Recreation Program, temporarily located on a city-owned site at 4300 San Pablo Avenue. The facility would include administrative offices and adequate space for the existing and expanded recreational programs, and could be freestanding or part of the larger Center for

Community Life. The City also has an option to construct the recreation facility of a portion of the EUSD Field as part of the City's long-term lease agreement with the School District. *This project is expected to be completed within 3-5 years after a location is identified.*

$200,000
C: $200,000

Project: Community Choice Aggregation Program (Energy Program)
Emeryville is working with Berkeley and Oakland to develop a detailed business and implementation plan that meets State Public Utilities Commission Guidelines that would provide the basis for the three cities to consider forming a Joint Powers Agreement to implement a CCA program to provide electrical power to Emeryville's residents and businesses. *Phase II (business/implementation plan) to be completed in early 2007. The establishment of a CCA program is likely to take 1 to 2 years for full implementation if the City decides to participate.*

$2,650,000
R: $300,000
O: $2,350,000

Project: Horton Park Landing and Lighting
The site of Horton Park Landing is a strip of land that extends in a curve from Horton Street to the vicinity of Temescal Creek, along the right-of-way of the 9th Street drill track east of the Union Pacific mainline, to the north and west of Chiron's proposed Building 12 parking garage. This project will remove the existing surface parking and improve the open space as a linear park with landscaping and a pedestrian/bicycle path. *Acquisition and completion of park expected to occur by the end of FY 2009/2010.* [Also meets Blight Condition #2]

$9,125,000
R: $5,710,000
O: $415,000
$3,000,000 unfunded

Project: Park Avenue Park – Land (Railroad) Acquisition
This project acquires a 2-acre parcel located adjacent to the railroad tracks near Sherwin Williams for use as open space for residents and employees in Park Avenue area. Property acquisition is complete (cost approximately $5,625,000). An additional $500,000 is needed to secure, test and clean up the property prior to construction. *Park construction is expected to occur as funds become available, and may be funded through a future park bond.*

$9,740,000
R: $9,310,000
O: $350,000

Project: Doyle Street Park (Between 61st and 62nd Streets)
This project will establish a park and modify surrounding street and sidewalks in the Doyle Street area per the ROMA North Hollis Plan. A site has been acquired on the block bounded by Hollis, 61st, Doyle and 62nd Streets (Dutro parcel) at a cost of approximately $5.150 million. *Project expected to be under construction in 2007.*

$150,000
C: $150,000

Project: Vehicle Wash Station
This project will establish a wash facility for the fire trucks and other city vehicles that comply with the federal and state requirements through the City's Non-Point Discharge and Elimination System permit that only storm water enters into the City's storm drains. A topographical survey of the lot has been conducted. *Constructed expected to begin in FY 2007/2008.*

$10,645,600
R: $6,945,600
$3,700,000 unfunded

Project: Performing Arts/Cultural Center
This project completes the land assembly for the Civic Center complex through the acquisition of 4060 Hollis (former United Stamping Company) and converts it from private to public use. The existing 30,000 square foot building will be seismically upgraded and adaptively reused to serve as a cultural and performing arts center, housing the annual Celebration of the Arts Exhibit and other arts-related tenants. *Renovation of the building is slated to begin in FY2008/09*

$1,500,000 **Project: Recreation Facility: EUSD Lease**

R: $1,500,000 In October 2002, the City entered into a long-term lease agreement with the Emery Unified School District (EUSD) that will provide public access to District recreational facilities when the facilities are not being used by the District. *The final lease payment will be made in FY 2006/2007. The lease has a term of 40 years.*

$5,924,000 **Project: Marina Breakwater Permanent Replacement**

C: $4,513,000
O: $1,411,000 This project involves the construction of a new concrete breakwater/fishing pier and the removal of the existing timer structure at the Emeryville Marina. Because the breakwater benefits both the private and public marinas, costs will be shared equally. The project will also include the reconstruction of existing windsurf/kayak launching facility adjacent to the fishing pier. *To be completed FY 2006/2007.*

$2,110,000 **Project: Rip Rap Installation**

C: $2,110,000 This project will install shoreline protection "rip rap" along 700 feet of shoreline adjacent to the Hong Kong East Ocean Restaurant. The project will also raise the grades of the adjacent landscape area near the shoreline and will reconstruct the pedestrian walkway and landscaping. *Construction to begin in June 2007.*

$400,000 **Project: Marina Navigation Channel Dredging**

C: $200,000
O: $200,000 This project will perform maintenance dredging of the Emeryville Marina Navigation Channel. The responsibility to dredge the navigation channel is shared equally between the City and Emery Cove Yacht Harbor. *To begin in FY 2007/2008.*

$151,800,000 **Project: Emeryville Center of Community Life**

R: $25,350,000
C: $200,000
$126,250,000 unfunded The ECCL is the community's vision of a unique community center – a place where schools, community services, arts and recreational programs are integrated to serve the entire Emeryville community. Facilities will include administration facilities, community services and family support programs, education programs, recreation and fitness programs, public safety and parking. Several locations are being considered for the ECCL site. The funding, acquisition and improvement of property with take several years. *Phase I (site acquisition and remediation) will take 1-2 years once the location is determined. Phase II (construction of community facilities and new school facilities) projected to be underway by 2009 and complete by 2011 or 2012, assuming that all necessary funding is identified.*

$220,000 **Project: Skateboard Park**

R: $200,000
$20,000 unfunded This project will add a skateboard facility to the City's recreational offerings. One option is the Agency lease of Caltrans property beneath I-580, between 35th and 36th Streets.

$350,000 **Project: Recreation Facility – Pool**

R: $250,000
C: $100,000 The City entered into a long-term (40-year) facilities lease with the Emery Unified School District in October 2002. Part of the lease agreement specified that the City would operate the swimming pool at Emery Secondary School and remove blight by upgrading and maintaining the facility. *In progress, with completion slated for Spring 2008.*

$6,300,000 **Project: Civic Center Parking Structure**

unfunded

This project will construct a two-level, 180-space parking structure, east of Hollis Street adjacent to the Civic Center to replace the existing 95-space parking lot. This project is pursuant to recommendations in the Park Avenue District Plan, which call for centralized public parking to allow preservation and conversion of existing brick warehouses to more intense commercial uses. *This project will be constructed when justified by parking demand that may result from usage of the Performing Arts/ Cultural Center at 4060 Hollis Street.*

$12,000,000
unfunded

Project: Park Avenue West Parking Program
This project will acquire public parking facilities on Park Avenue, west of Hollis Street. It includes the acquisition of parking facilities constructed jointly with private development on four different parcels within the Park Avenue area, as set forth in the Park Avenue District Plan. *Acquisition of these facilities will occur when each of the identified sites has a private redevelopment project approved, when justified by parking demand, and when funds become available.*

$620,000
unfunded

Project: Temescal Creek Park Improvements, Phase II
This phase of the project may include improvements to the 53rd Street entrance (Oakland), the establishment of an additional park entrance at Adeline, aesthetic and/or educational features, such as a meandering "creek" pathway designed to commemorate the location of Temescal Creek that is culverted under the park. *Project dependent upon identifying funding.*

$1,250,000
unfunded

Project: Parking Program Phase I – On-Street Paid Parking
Phase I of the Parking Program involves the installation of paid parking and signage in the North Hollis area, except in the low/medium density neighborhood east of Doyle Street. The project does not include successive phases of the Parking Program. Meters in the North Hollis area could be installed in phases, so that the full $1.25 million estimated cost would not all be needed in the initial year of the program. *To be completed when justified by parking demand and when funding is available.*

$15,000,000
unfunded

Project: Police Administration Building Replacement
This project would replace the current police facility with a new, 20,000 square foot building along San Pablo Avenue. The facility could be incorporated into the proposed Emeryville Center of Community Life or be freestanding. *The project is expected to be completed within 3-5 years after a location is identified.*

$1,000,000
unfunded

Project: Point Emery Improvements and Memorial
This project includes the installation of a memorial to the late Duncan Rosby, a Public Works maintenance worker who died of natural causes at an early age and was responsible for many improvements in the landscape maintenance of city facilities. The project also includes the installation of rock rip rap to repair the erosion of the Point Emery Peninsula and to prevent the peninsula from washing away. The memorial consists of a columnar tree surrounded by a series of eccentric circles which serve as natural rock seating walls, with a radial extension of a north arrow, which collectively create a large sundial. *Since the area is within BCDC jurisdiction, BCDB and Army Corps of Engineers permits will be required to complete the work.*

Completed Projects:

- Marina Improvements (Multi-year) $2,404,500

• Powell Street/Peninsula Mini-Park (Completed 1989)	$125,000
• Police Station Rehabilitation (Completed in 1991)	$53,000
• Temescal Creek Park (Completed 1991)	$312,000
• Peninsula Fire Station Development (Completed in 1991)	$2,265,000
• Old Town Hall Phase I Health and Safety Renovations (Completed 1992)	$151,000
• Child Development Center (Completed in 1992)	$2,100,000
• Stanford Avenue Park (Completed in 1992)	$1,355,000
• Christie Avenue Park/Plaza (Completed 1994)	$2,144,000
• Council Chambers Public Restroom Accessibility (Completed 1995)	$50,000
• Veterans Memorial Building/Senior Center Rehabilitation (Completed 96/97)	$1,101,500
• Corporation Yard Improvements Phase I (Completed 1998)	$200,000
• Fire Station #2 (Hollis St.) Rehabilitation (Completed 1998)	$2,167,786
• 61st Street Mini-Park Playground and Landscaping Upgrade (Completed 1998)	$160,000
• Acquisition of Whitney Tool for Corporation Yard (Completed 1999)	$2,800,000
• Temescal Creek Park Improvements – Phase I (Completed 1999)	$457,028
• Police Station Electrical System Improvements (Completed 2000)	$19,864
• Temescal Park Mural (Completed 2000)	$10,000
• Civic Center and Park Ave East Phase I (Completed 2001)	$17,230,318
• Fire Station #2 Public Art Project (Completed 2001)	$35,000
• Powell Street Bridge Fire Repairs (Completed 2001)	$124,578
• Recreation Facility Lease with Emery Unified School District (Complete 2003)	$1,500,000
• Doyle/61st & 62nd Park Acquisition (Completed 2003)	$5,000,000
• Community Room at Bridgecourt Apartments (Completed 2003)	$250,000
• Sports Facility Complex Preliminary Site Appraisal (Completed 2004)	$50,000
• Marina Restroom (Completed 2007)	$276,000
• Solar Panels Installation at City Hall (Completed 2006)	$425,000
• Acquisition of 4060 Hollis Street, Site of Cultural/Performing Arts Center (Completed 2006)	$3,665,000
• Hong Kong East Ocean Improvements (Completed 2007)	$200,000
Total:	**$46,631,574**

BLIGHT CONDITION 11: UNCOORDINATED DEVELOPMENT PATTERN

There is an uncoordinated development pattern of certain properties within the Project Area due to the unimproved, defective, and/or inadequate construction of some street improvements and public/private utilities within the Project Area.

Redevelopment Objective: The achievement of a physical environment reflecting a high level of concern for architectural and urban design principles deemed important by the community and property owners, and which contribute to the alleviation of blight.

$100.000
C: $100,000

Project: Street Tree Program
This project is an ongoing program to plant trees, in areas that do not have trees. This program was previously combined with the ADA Sidewalk Project, but is now a separate project. Planting in the triangle neighborhood has been identified as a priority. *Ongoing, reliant upon available funding.*

$86,000
C: $86,000

Project: Public Amenities/Clean City
This project provides a variety of public amenities along City streets and in City parks, including additional litter and/or recycling containers, outdoor tables and benches, bollards and bike racks. *Ongoing, reliant upon available funding.*

$5,420,000**
R: $3,420,000
C: $2,000,000

Project: Park Avenue Beautification – Phase I
This project will implement the Park Avenue Overlay District Plan. The public improvements, which are designed to enhance the quality of the District streets, include wide sidewalks, street trees, special lighting, benches, and undergrounding of utilities. *The first portion of the project (along Park Avenue, from Hollis Street to Halleck Street) is currently under design to be bid out in FY 2007/2008. The other two portions of this Phase I project (Horton Street from 40th Street to Park Avenue, and the public plaza on Park Avenue west of Halleck Street) are under design to be bid out as a future second phase.*
** An additional $1.5 million will be spent on the Park Avenue street improvements from the Street Reconstruction project budget, bringing the total cost of Park Avenue Phase I to $6.9 million.

$85,000
R: $85,000

Project: East Emeryville Lighting Improvements
This project will change out the bulbs to increase wattage in the existing 201 light poles in the Triangle Neighborhood and East Emeryville residential neighborhoods. In the process of changing the bulbs, the lens will be changed to a model that is resistant to dirt intrusion, a factor that greatly reduces the amount of light output. *To be implemented during FY 2007/08.*

$345,000
O: $100,000
$245,000 unfunded

Project: Frontage Road Landscaped Median Installation
This project will construct two landscaped medians on Frontage Road from Powell Street to the Powell Street Interchange. The medians will total approximately 4,500 square feet and will complement the recently installed freeway landscaping and the landscaping of privately developed properties to the west of Frontage Road. The medians will also improve traffic circulation around the Holiday Inn. *Once funding is identified, the design and construction of the project will take approximately 18 months.*

$4,570,000
$4,570,000

Project: Undergrounding of Hollis Street from Powell St. to Northern City Limits
This project will underground all the overhead utilities on Hollis Street north of Powell

future Street to the Berkeley border. It would also include undergrounding portions of the side streets to Hollis Street north of Powell Street. To pay for this improvement, it is proposed that the City consider adopting an Assessment District on all the properties affected by the undergrounding of the overhead utilities. *Process of forming the Assessment District in FY 2008/2009.*

$3,400,000 **Project: Park Avenue Beautification – Phase II**
unfunded
The Park Avenue Beautification Phase II project will construct the public improvements identified in the Park Avenue District Plan on the side streets in the District, including Halleck Street, Hubbard Street south of Park Avenue, Holden and Hollis Streets south of PG&E, Haven Street, Harlan Street, Watts Street, Emery Street. The public improvements, which will enhance the quality of the District streets, are designed in accordance with the Park Avenue District Guidelines. Improvements include wide sidewalks, street trees, special lighting, benches, and undergrounding of utilities.

$1,432,000 **Project: San Pablo Avenue and Adeline Intersection Improvements**
unfunded
This project will include conversion of some traffic lanes to on street parking, expansion of medians, bulb-outs, landscaping and wider sidewalks. These improvements will complement the Agency's other revitalization activities on the San Pablo Avenue corridor, and particularly at the intersection where Jug Liquors and the Money Mart properties were acquired for redevelopment into commercial and mixed-use projects, in compliance with the 1976 Area Redevelopment Plan and the San Pablo Avenue Urban Design Guidelines.

$350,000 **Project: Powell Street Light Replacement Program**
unfunded
This project will install new light fixtures on Powell Street from Frontage Road to the Marina to match the light fixtures installed on 40th Street and San Pablo Avenue.

$150,000 **Project: Shellmound Street Median Island**
unfunded
This project would extend the existing landscape median island on the north side of the Ikea Store exit on Shellmound Street. The extended median would be a permanent installation to replace the temporary stanchions that currently exist in front of the Bay Street parking structure. The extended median would include additional cobbles and landscaping and palm trees to complement the appearance of the existing median islands.

Completed Projects

- Streetlight Maintenance Improvement Program $225,000
- Street Tree Planting/Greening of Emeryville (Completed 1988) $350,000
- North Shore Walkway (Completed 1990) $80,000
- Pedestrian Path Improvements - Emeryville Peninsula (Completed 1994) $70,000
- Street Light Purchase (Completed 1997) $105,000
- Powell Street Medians (Completed 1998) $84,300
- Undergrounding Hollis Street, from Stanford to 53rd (Completed 1998) $1,138,800

• Undergrounding Hollis and Powell to Southern City Limits (Completed 1998)	$2,930,000
• Stanford Park (Completed 1999)	$176,506
• San Pablo Avenue Revitalization Phase II: 40th St. - 53rd St. (Completed 1999)	$2,491,430
• Bay Trail from Powell/I-80 to Shellmound Street (Completed 1999)	$153,311
• 40th Street Median Island Improvements (Completed 2000)	$35,016
• Citywide Banner Installation (Completed 2001)	$45,000
• Undergrounding of Hollis and Park East of Hollis (Completed 2001)	$2,324,101
• Street Tree Landscape Installation (Completed 2001)	$176,739
• Powell Street Underpass Public Art Project (Completed 2004)	$162,500
• Purchase and Installation of new combination litter/recycling containers for San Pablo Avenue (Completed 2006)	$40,000
• Stanford Avenue Undergrounding (from Hollis to Horton Streets) (Completed 2003)	$469,500
Total:	**$11,057,203**

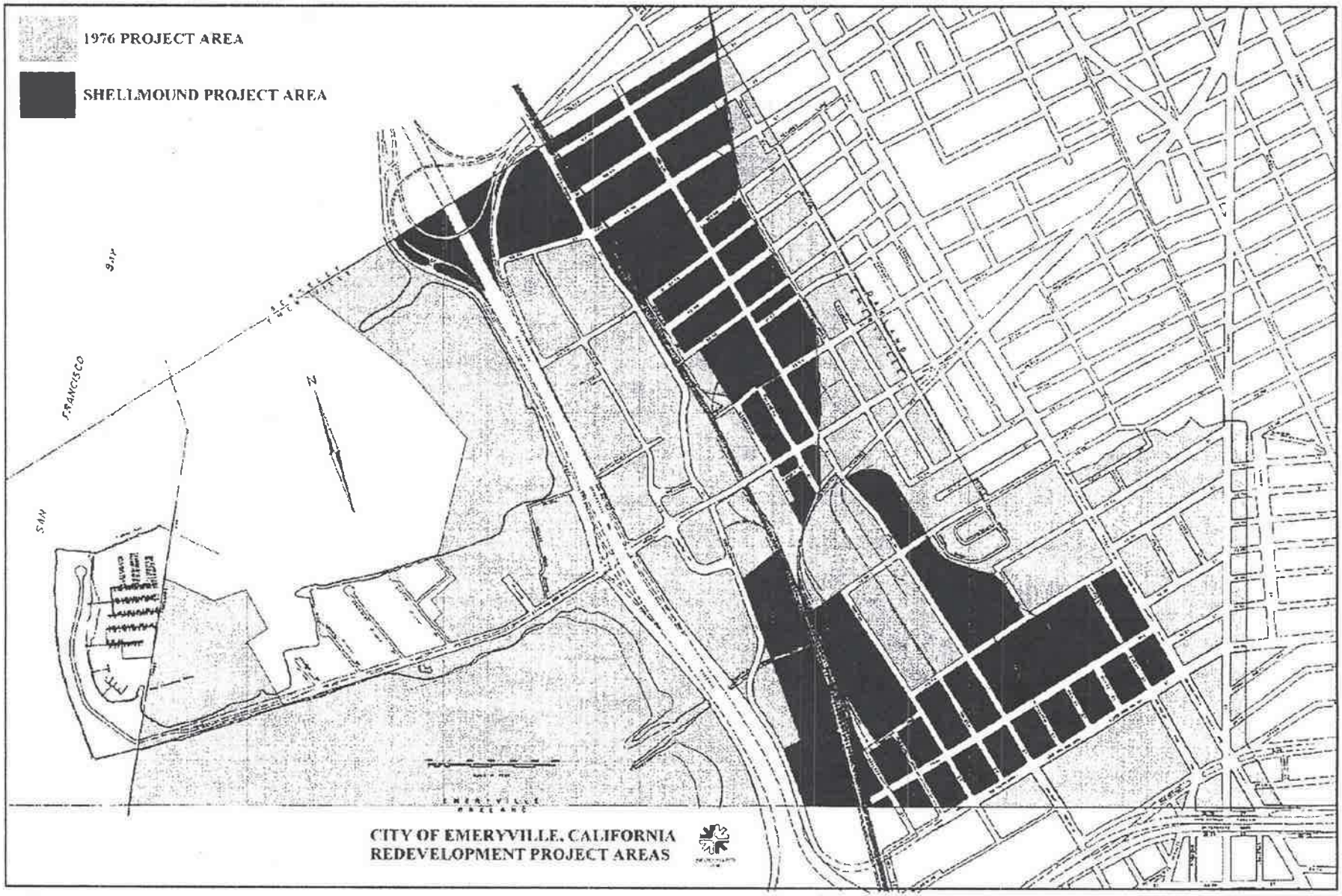

1976 PROJECT AREA
SHELLMOUND PROJECT AREA
CITY OF EMERYVILLE, CALIFORNIA
REDEVELOPMENT PROJECT AREAS

TABLE 1

EMERYVILLE REDEVELOPMENT PROJECT AREA NO. 1 (1976)
PROJECT AREA PROFILE

	Total Project Area
Date Adopted	1976
Land Area	503± Acres
Land Use (At adoption)	(1,080 Ac. Including Water)
Developed Land	478 Acres
Vacant Land	25 Acres
Term Limit	40 Years
Deadline for Redevelopment Activities	2017
Tax Increment Limit	$942.6 M
Deadline to Receive Tax Increment	2029
Deadline for Incurring Debt	2019
Current Bond Debt *	$111.0 M
Current Bond Debt Service *	$8.6 M

* Includes 2004 Series A Bonds

TABLE 2

SHELLMOUND PARK REDEVELOPMENT AREA
PROJECT AREA PROFILE

	Total Project Area
Date Adopted	1987
Land Area	270± Acres
Land Use (At adoption)	
Public Right-of-Way	54.0± Acres
Recreation/Open Space	23.4± Acres
Developed Land	191.7± Acres
Residential	16.1 Acres
Commercial	59.6 Acres
Industrial	116.0 Acres
Vacant Land/Other	.7± Acres
Term Limit	40 Years
Deadline for Redevelopment Activities	2027
Tax Increment Limit	$425.0 M
Deadline to Receive Tax Increment	2038
Deadline for Incurring Debt	2028
Bond Indebtedness Limit	$180.0M
Current Bond Debt *	$37.9 M
Current Bond Debt Service *	$2.5 M

* Includes 2004 Series A Bonds

TABLE 3: Redevelopment Objectives, Projects, Budgets, and Status for 2005-2009

		Redevelop. Budget	Project Status
Objective A:	**Upgrade Residential Environment**		
Project 1	Magnolia Street Plaza	$160,000	Completion 2009
Project 2	Concrete Buyback Program	$75,000	Ongoing
Project 3	Wrought Iron Fence Grant	$40,000	Ongoing
Project 4	Housing Rehabilitation Program	$100,000	Ongoing
Project 5	4385 Adeline Street - Concrete/Fence Grant	$12,500	Pending approval
Project 6	6470 Vallejo Street - Concrete/Fence Grant	$12,459	Pending approval
Project 7	1285 55th Street - Concrete Buyback/Fence Grant	$12,480	Pending approval
Project 8	1058 48th Street - Concrete Buyback/Fence Grant	$12,500	Pending approval
Project 9	119 Temescal Circle - Wrought Iron Fence Grant	$20,000	Pending approval
Project 10	5873 Vallejo St - Wrought Iron Fence Grant	$4,920	Pending approval
Project 11	1087 45th Street - Housing Rehabilitation	$950	Pending approval
Project 12	4383-4389 Adeline Street - Housing Rehabilitation	$0	Pending approval
Project 13	5855 Horton Street #406 - Housing Rehabilitation	$0	Pending approval
Project 14	5873 Vallejo Street - Housing Rehabilitation	$0	Pending approval
Project 15	1076 47th Street - Concrete Buyback/Fence Grant	unfunded	Unfunded - Future
Project 16	5887 Beaudry Street - Concrete/Fence Grant	unfunded	Unfunded - Future
Project 17	1236-A 45th Street - Concrete/Fence Grant	unfunded	Unfunded - Future
Project 18	5893-B Vallejo Street - Concrete/Fence Grant	unfunded	Unfunded - Future
Project 19	1078 48th Street - Wrought Iron Fence Grant	unfunded	Unfunded - Future
Project 20	5878 Beaudry Street - Wrought Iron Fence Grant	unfunded	Unfunded - Future
Project 21	5874 Beaudry Street - Wrought Iron Fence Grant	unfunded	Unfunded - Future
Project 22	5855 Beaudry Street - Wrought Iron Fence Grant	unfunded	Unfunded - Future
Project 23	5519 Beaudry Street - Wrought Iron Fence Grant	unfunded	Unfunded - Future
Project 24	1060 43rd Street - Housing Rehabilitation	unfunded	Unfunded - Future
Project 25	5525 Beaudry Street - Housing Rehabilitation	unfunded	Unfunded - Future
Project 26	4315 Essex Street - Housing Rehabilitation	unfunded	Unfunded - Future
Project 27	1052 43rd Street - Housing Rehabilitation	unfunded	Unfunded - Future
Project 28	1015 45th Street - Housing Rehabilitation	unfunded	Unfunded - Future
Objective B:	**Transportation and Circulation Improvements**		
Project 1	Bicycle Circulation Modifications	$100,000	Ongoing
Project 2	ADA Sidewalk and Curb Cut Improvements	$0	Ongoing
Project 3	Pedestrian Safety Improvements	$635,000	Ongoing
Project 4	Critical Circulation Improvements	$945,210	Ongoing
Project 5	Greenway: Stanford Ave to Berkeley City Limits	$11,060,000	Construction underway
Project 6	Emery Station Public Parking / Transit Center	$1,000,000	Completion 2007
Project 7	Bus Shelters	$100,000	Completion FY07-08
Project 8	Frontage Road Bicycle Path Improvements	$200,000	Completion FY07-08
Project 9	Horton Park Landing and Lighting	$300,000	Completion FY09-10
Project 10	South Bayfront Pedestrian/Bicycle Overcrossing	$8,470,000	Design underway
Project 11	Ashby and Shellmound Interchange Improve.	$70,000	Completion FY07-08
Project 12	53rd Street - 55th Street Path	$230,000	Future
Project 13	Shellmound/Powell Street Bridge Improvements	$200,000	Future

			Redevelop. Budget	Project Status
Objective B:		**Transportation and Circulation Improvements**		
	Project 14	Crescent Path over I-80 at Temescal Creek	$200,000	Future
	Project 15	San Pablo Avenue/Adeline Intersection Improve.	unfunded	Future
	Project 16	Bicycle Path on Adeline Street	unfunded	Future
	Project 17	Pedestrian/Bicycle Path: N of Powell Overcrossing	unfunded	Future
	Project 18	Pedestrian/Bicycle Path: S of Powell Overcrossing	unfunded	Future
	Project 19	Shellmound Street Bicycle Path	unfunded	Future
	Project 20	Spur Alley Path	unfunded	Future
	Project 21	Pedestrian/Bicycle Bridge over I-80 at 65th Street	unfunded	Future
	Project 22	Pedestrian/Bicycle Bridge over Powell St E of I-80	unfunded	Future
	Project 23	Pedestrian/Bicycle Bridge over Temescal Creek	unfunded	Future
Objective C:		**Toxic Remediation**		
	Project 1	Brownfields Program Phase II	$239,100	Ongoing
	Project 2	Land Assemblage and Development	$16,600,000	Ongoing
Objective D:		**Redevelop Older Industrial Properties**		
Objective E:		**Redevelop Vacant and Underutilized Properties**		
	Project 1	Land Assemblage and Development	$16,600,000	Ongoing
	Project 2	San Pablo Development Assistance	$4,565,000	Ongoing
	Project 3	Marketplace Renovation/Expansion	$5,000,000	Design underway
	Project 4	Chiron Development Assistance	$2,000,000	Future
	Project 5	Bay Street Site B	unfunded	Unfunded - Future
	Project 6	Billboard Acquisition	unfunded	Unfunded - Future
Objective F:		**Assist Existing Emeryville Businesses**		
	Project 1	Façade Program/Business Retention Program	$1,896,494	Ongoing
	Project 2	Bay Area EastShore Partnership	$60,000	Ongoing
Objective G:		**Rehabilitation of Existing Buildings**		
	Project 1	Commercial Rehabilitation/Business Retention	$1,896,494	See Objective F
Objective H:		**Revitalize San Pablo Commercial Corridor**		
	Project 1	San Pablo Avenue Development Assistance	$4,565,000	Ongoing
	Project 2	Oaks Club Parking Development	unfunded	Unfunded - Future
Objective I:		**Replace and Upgrade Aging Infrastructure**		
	Project 1	Street Reconstruction Program	$415,950	Ongoing
	Project 2	Sewer Rehabilitation Program	$0	Ongoing
	Project 3	Sanitary Sewer Lift Station Renovation	$0	Completion FY06-07
	Project 4	Sewer Improvements: 53rd/Horton	$0	Ongoing

			Redevelop. Budget	Project Status
Objective I:		**Replace and Upgrade Aging Infrastructure**		
	Project 5	64th Street Trunk Storm Drain	$0	Earliest completion FY08-09
	Project 6	Master Storm Drain Improvements	unfunded	Unfunded- Future
Objective J:		**Improve Inadequate Public Facilities**		
	Project 1	Peninsula Emergency Pumping Station	$0	Completion Summer 2007
	Project 2	Public Works Corporation Yard Improvements	$300,000	Future
	Project 3	Emery Station Public Parking / Transit Center	$1,000,000	Earliest expected completion 2007
	Project 4	North Hollis (65th/Hollis) Public Parking	$2,100,000	Earliest expected completion 2007
	Project 5	Police Building Upgrade	$515,000	Completion FY05-06
	Project 6	Recreation Department Facility	$0	Future
	Project 7	Community Choice Aggregation (Energy Program)	$0	Future
	Project 8	Horton Park Landing and Lighting	$300,000	Completion FY09-10
	Project 9	Park Avenue Park - Land (Railroad) Acquisition	$5,710,000	Future
	Project 10	Doyle Street Park	$9,310,000	Construction to begin in 2007
	Project 11	Vehicle Wash Station	$0	Completion FY07-08
	Project 12	Performing Arts/Cultural Center	$6,945,600	Renovation to begin in 2007
	Project 13	Recreation Facility: EUSD Lease	$1,500,000	Final lease payment in FY06-07
	Project 14	Marina Breakwater Permanent Replacement	$0	Completion FY06-07
	Project 15	Rip Rap Installation	$0	Construction to begin in June 2007
	Project 16	Marina Navigation Channel Dredging	$0	To begin FY07-08
	Project 17	Emeryville Center of Community Life	$25,350,000	Completion 2011-2012
	Project 18	Skateboard Park	$200,000	Completion FY07-08
	Project 19	Recreation Facility: Pool	$250,000	Completion Fall 2007
	Project 20	Civic Center Parking Structure	unfunded	Future
	Project 21	Park Avenue West Parking Program	unfunded	Future
	Project 22	Temescal Creek Park Improvements, Phase II	unfunded	Future
	Project 23	Parking Program Phase I - On-street Paid Pkg	unfunded	Future
	Project 24	Police Administration Building Upgrade	unfunded	Future
	Project 25	Point Emery Improvements and Memorial	unfunded	Future
Objective K:		**Enhanced Physical Environment**		
	Project 1	Street Tree Program	$0	Ongoing
	Project 2	Public Amenities / Clean City	$0	Ongoing
	Project 3	Park Avenue Beautification - Phase I	$3,420,000	Ongoing
	Project 4	East Emeryville Lighting Improvements	$85,000	Completion FY06-07
	Project 5	Frontage Road Landscaped Median Installation	$0	Unfunded - Future
	Project 6	Undergrounding Hollis/Powell to Nrthn City Limits	unfunded	Unfunded - Future
	Project 7	Park Avenue Beautification - Phase II	unfunded	Unfunded - Future
	Project 8	San Pablo Ave and Adeline Intersection Improve.	unfunded	Unfunded - Future
	Project 9	Powell Street Light Replacement Program	unfunded	Unfunded - Future
	Project 10	Shellmound Street Median Island	unfunded	Unfunded - Future
		Total	**$110,423,000**	

Table 4: Redevelopment Projects and Objectives for 2005-2009

Existing & Proposed Projects

	Objectives Addressed by Program										
Residential Improvement/Rehabilitation Improvements	A	B	C	D	E	F	G	H	I	J	K
Magnolia Street Plaza	X						X				X
Concrete Buyback Program	X						X				X
Wrought Iron Fence Grant	X						X				X
Housing Rehabilitation Program	X						X				X
4385 Adeline Street - Concrete Buyback/Fence Grant	X						X				X
6470 Vallejo Street - Concrete Buyback/Fence Grant	X						X				X
1285 55th Street - Concrete Buyback/Fence Grant	X						X				X
1058 48th Street - Concrete Buyback/Fence Grant	X						X				X
119 Temescal Circle - Wrought Iron Fence Grant	X						X				X
5873 Vallejo St - Wrought Iron Fence Grant	X						X				X
1087 45th Street - Housing Rehabilitation	X						X				X
4383-4389 Adeline Street - Housing Rehabilitation	X						X				X
5855 Horton Street #406 - Housing Rehabilitation	X						X				X
5873 Vallejo Street - Housing Rehabilitation	X						X				X
1076 47th Street - Concrete Buyback/Fence Grant	X						X				X
5887 Beaudry Street - Concrete Buyback/Fence Grant	X						X				X
1236-A 45th Street - Concrete Buyback/Fence Grant	X						X				X
5893-B Vallejo Street - Concrete Buyback/Fence Grant	X						X				X
1078 48th Street - Wrought Iron Fence Grant	X						X				X
5878 Beaudry Street - Wrought Iron Fence Grant	X						X				X
5874 Beaudry Street - Wrought Iron Fence Grant	X						X				X
5855 Beaudry Street - Wrought Iron Fence Grant	X						X				X
5519 Beaudry Street - Wrought Iron Fence Grant	X						X				X
1060 43rd Street - Housing Rehabilitation	X						X				X
5525 Beaudry Street - Housing Rehabilitation	X						X				X
4315 Essex Street - Housing Rehabilitation	X						X				X
1052 43rd Street - Housing Rehabilitation	X						X				X
1015 45th Street - Housing Rehabilitation	X						X				X

Transportation Improvements	A	B	C	D	E	F	G	H	I	J	K
Bicycle Circulation Modifications		X									X
ADA Sidewalk and Curb Cut Improvements		X									
Pedestrian Safety Improvements		X									
Critical Circulation Improvements		X									
Greenway: Stanford Avenue to Berkeley City Limits		X		X	X					X	X
Emery Station Public Parking / Transit Center		X		X	X					X	X
Bus Shelters		X		X	X						X
Frontage Road Bicycle Path Improvements		X								X	
Horton Park Landing and Lighting		X									
South Bayfront Pedestrian/Bicycle Overcrossing		X									X
Ashby and Shellmound Interchange Improvements		X							X		

Transportation Improvements	A	B	C	D	E	F	G	H	I	J	K
53rd Street - 55th Street Path		X									
Shellmound/Powell Street Bridge Improvements		X									
Crescent Path/Bridge over I-80 at Temescal Creek		X									
San Pablo Avenue and Adeline Intersection Improvements		X							X		
Bicycle Path on Adeline Street		X									
Pedestrian/Bicycle Path on North of Powell Street Overcrossing		X									X
Pedestrian/Bicycle Path on South of Powell Street Overcrossing		X									X
Shellmound Street Bicycle Path		X									
Spur Alley Path		X									
Pedestrian/Bicycle Bridge over I-80 at 65th Street		X									
Pedestrian/Bicycle Bridge over Powell Street east of I-80		X									
Pedestrian/Bicycle Bridge over Temescal Creek		X									

Storm Drain Reconstruction	A	B	C	D	E	F	G	H	I	J	K
Sewer Rehabilitation Program									X		
Sanitary Sewer Lift Station Renovation									X		
Sewer Improvements: 53rd/Horton									X		
64th Street Trunk Storm Drain									X		
Master Storm Drain Improvements									X		

City Facilities Improvements	A	B	C	D	E	F	G	H	I	J	K
Peninsula Emergency Pumping Station										X	X
Public Works Corporation Yard Improvements							X		X	X	X
Emery Station Public Parking / Transit Center		X		X	X					X	X
North Hollis (65th/Hollis) Public Parking											X
Police Building Upgrade									X	X	X
Recreation Department Facility						X				X	
Community Choice Aggregation Program (Energy Program)										X	
Horton Park Landing and Lighting										X	X
Park Avenue Park - Land (Railroad) Acquisition											X
Doyle Street Park											X
Vehicle Wash Station											X
Performing Arts/Cultural Center											X
Recreation Facility: EUSD Lease										X	
Marina Breakwater Permanent Replacement										X	
Rip Rap Installation										X	
Marina Navigation Channel Dredging										X	
Emeryville Center of Community Life							X			X	
Skateboard Park										X	
Recreation Facility: Pool										X	
Civic Center Parking Structure						X				X	X
Park Avenue West Parking Program						X					X
Temescal Creek Park Improvements, Phase II											X
Parking Program Phase I - On-Street Paid Parking						X				X	
Police Administration Building Upgrade										X	

Economic Development Projects & Programs	A	B	C	D	E	F	G	H	I	J	K
Land Assemblage and Development				X	X			X			
San Pablo Development Assistance	X		X		X			X			X
Marketplace Renovation/Expansion	X		X	X	X	X					X
Chiron Development Assistance				X	X						X
Bay Street Site B			X	X	X						X
Billboard Acquisition											X
Façade Program/Business Retention Program						X	X				X
Bay Area EastShore Partnership											X
Oaks Club Parking Development	X		X	X	X	X					X

Completed Projects

	Objectives Addressed by Program										
All Departments	A	B	C	D	E	F	G	H	I	J	K
40th Street Median Island Improvements											X
5701 Hollis Site Remediation			X	X	X						X
61st Street Park Rehabilitation	X									X	
64th Street Emergency Crossing		X									
Acquisition of 4060 Hollis St, Site of Cult/Perf Arts Center				X	X					X	X
Acquisition of Adeline Place (Check Cashing)				X	X						X
Acquisition of Jug Liquor Site				X	X						X
Acquisition of Triangle Parcel in South Bayfront				X	X						X
Acquisition of Whitney Tool for Corporation Yard				X	X					X	
ADA Curb Cuts/Accessibility Improvements (Phase II)		X									
Amtrak Intermodal Transfer Improvements		X									
Amtrak Station Improvements		X									
Amtrak Station Pedestrian/Bike Overcrossing		X									
Andante Mixed-Use Development					X			X			
Andante Site Remediation	X		X		X						X
Ashby Spit/Point Emery Improvements		X									
Avalon Mixed-Use Development					X			X			
Avenue 64 (formerly Pinnacles) Site Remediation	X		X		X						X
Banner/Flag Pole Installation: Shellmound St. - Marketplace											X
Bay Street Mixed-Use Project	X			X	X						X
Bay Street Site Remediation	X		X	X	X						X
Bay Trail from Powell St./I-80 to Shellmound Street		X									
Bay/Shellmound Street Extension		X									
Brownfields Phase I			X	X	X						
Brownfields Phase II			X	X	X						
Child Development Center	X						X			X	
Chiron Phase I Building #4						X					
Christie Avenue Park/Plaza Development	X									X	
City Bus Shuttle		X									
Civic Center and Park Avenue East Phase I							X			X	X
Corporation Yard Improvements										X	
Council Chambers Public Restroom Accessibility Improvements										X	
Courtyards at 65th Street (Ryerson) Site Remediation	X		X		X						X
Curb Cuts/Ramps Installation		X									
Doyle Street Greenway		X		X	X					X	X
Elevation 22 Site Remediation	X		X		X						X
EmeryStation North Clean-up	X		X		X						X
Extension of Horton, Landregan & Stanford Phase I		X									
Fire Station #2 Rehabilitation										X	
Glashaus Site Remediation	X		X		X						X
Green City Lofts Site Remediation	X		X		X						X
Hollis and 53rd Street Improvements		X									
Hollis Business Center Site Remediation			X	X	X						X

All Departments	A	B	C	D	E	F	G	H	I	J	K
Hong Kong East Ocean Improvements									X	X	
Lighted Crosswalk on San Pablo Avenue		X									
Liquid Sugar Site Remediation	X		X		X						X
MacArthur On-Ramp Construction		X							X		
Marina Improvements										X	
Old Town Hall Phase I Renovations										X	
Pedestrian Sidewalks/Bike Paths		X							X		
Peninsula Fire Station Development										X	
PG&E Land Acquisition				X							
Pixar Site Assistance Phase I		X		X	X						
Police Station Electrical System Improvements									X	X	
Police Station Rehabilitation										X	
Portions of Greenway Spur Remediation			X								X
Powell Street/Peninsula Mini-Park	X									X	
Powell Street Bridge Fire Repairs									X		
Powell Street Bridge Retrofit									X		
Powell Street Medians											X
Promenade Retail Center				X	X			X			
Property Acquisition for Whitney Tool		X								X	
Railroad Spur Acquisition		X									
San Pablo Ave Revitalization Phase I: 36th Street to 40th Street								X			X
San Pablo Ave Revitalization Phase II: 40th Street to 53rd Street								X			X
San Pablo Avenue Traffic Signal Interconnect		X									
Sanitary Sewer Master Plan and GIS		X									
Sewer Rehabilitation Program									X		
Shellmound Corridor Improvements		X							X		
Shellmound Loop Improvements		X							X		
Solar Panel Installation at City Hall										X	
Stanford Avenue Park Improvements	X									X	
Stanford Avenue Undergrounding (Hollis to Horton Streets)											X
Street Light Purchase										X	
Street Reconstruction Program		X									
Street Tree Landscape Installation											X
Temescal Creek Bridge Widening		X									
Temescal Creek Park											
Underground Fuel Tank Replacement		X							X	X	
Undergrounding Hollis, Stanford to 53rd Street											X
Undergrounding Hollis and Powell to Southern City Limits											X
Veteran's Building/Senior Center Rehabilitation	X						X			X	
West Emeryville Assessment District Improvements		X									
Westinghouse Property			X	X	X						

EMERYVILLE REDEVELOPMENT AGENCY

TEN YEAR
AFFORDABLE HOUSING COMPLIANCE PLAN

Covering Period

January 2005 through December 2014

AFFORDABLE HOUSING COMPLIANCE PLAN REQUIREMENTS

Housing Compliance Plan Law

In 1991 the California State Legislature adopted Assembly Bill 315 which added Subsection 33413(b)(4) to the California Health and Safety Code. AB 315 requires each redevelopment agency to adopt a plan demonstrating how the agency will comply with the affordable housing production requirements of the Code. The plan is often referred to as an AB 315 Plan.

In 1993 the Legislature adopted Assembly Bill 1290, a comprehensive redevelopment reform bill. One of the key provisions is the requirement that each agency prepare and adopt an overall Implementation Plan. The Implementation Plan incorporates the AB 315 requirements for the housing portion of the redevelopment activities and establishes a time frame and process for the plan as a whole. AB 1290 also specifies additional requirements with respect to housing production compliance and expenditures of the Agency's 20% Housing Fund monies. As with existing law, AB 1290 also requires that the Plan be consistent with the City's Housing Element, which has its own time for adoption and amendment. The Planning Department of the City of Emeryville adopted the corresponding housing element in October 2001. The State of California deemed the City's Housing Element to be in full compliance with State Housing Element Law in February 2002.

In January 1995, the Emeryville Redevelopment Agency adopted its first 10-year Affordable Housing Compliance Plan (AB 315 Plan) in conjunction with the 1995-1999 Implementation Plan, pursuant to the California Health and Safety Code. California State law requires that the Housing Compliance Plan be amended at least every five years in conjunction with the five-year Implementation Plan cycle. The first AB 315 Housing Compliance Plan was prepared in 1995 and amended mid-cycle in January 1998. The Housing Compliance Plan was amended again in January 2000 and in June 2002 in conjunction with the 2000-2004 Implementation Plan.

In January 2005, the Agency adopted a new 10-year Affordable Housing Compliance Plan covering the 2005 through 2014 period, in conjunction with the adoption of a new 2005-2009 Implementation Plan. The implementation plans are required, per redevelopment law, to be updated sometime between the second and third year of each implementation plan cycle. In tandem with the update to the 2005-2009 Implementation Plan, the 2005-2014 Affordable Housing Compliance Plan contained herein has also been updated.

New Housing Compliance Plan

This document represents an update to the Affordable Housing Compliance Plan for Emeryville for 2005-2014. It details housing implementation activities achieved in the prior planning period, from January 1995 through December 2004, completed housing activities since January 2005, and the scheduled housing activities for the remainder of the 2005-2014 planning period. It has been prepared to meet the requirements of State law and to guide the Redevelopment Agency in its housing related activities for the remainder of the January 2005 through December 2014 period. Specifically, this report addresses the following sections of the California Health and Safety Code:

- Low and Moderate Income Housing Production Requirements (Section 33413)
- Replacement Housing Requirements (Section 33413)
- Twenty percent (20%) Housing Set Aside Fund Requirements (Section 33334.2 and 33334.6)
- Housing Fund Expenditure Targeting Requirements (Section 33334.4)

Assembly Bill 637

On January 1, 2002, Assembly Bill 637 took effect, changing a number of requirements for redevelopment agencies statewide. The bill was the result of lengthy negotiations between the California Redevelopment Association and housing advocates. A major change is AB 637's requirement to increase the minimum duration on affordability restrictions to 55 years for rental units and 45 years for ownership units for Housing Fund-assisted new and substantially rehabilitated units, replacement housing units and project area production units. In addition, AB 637 requires that the proportion of affordable housing developed for seniors through agency funds correlates with the percentage of seniors in that jurisdiction.

In May 2002, the Emeryville City Council adopted a revision to the City's Affordable Housing Set Aside Ordinance (Article 62 of Chapter 4 of Title 9 of the Emeryville Municipal Code) to increase the duration of its affordability covenants from 25 years to 45 years for ownership and 55 years for rental projects, in keeping with AB 637. This revision will allow the Agency to count affordable units created through the Affordable Housing Set Aside Ordinance towards its state redevelopment law housing production requirements.

Emeryville Redevelopment Project Areas

There are two redevelopment project areas in Emeryville. The first project area was adopted in 1976 and is known as the "1976 Project Area." The second project area, the "Shellmound Project Area," was adopted in 1987.

The production requirements of AB 315 and AB 1290 pertain to each project area. Therefore, the production compliance data for Emeryville's two project areas are presented separately in this report.

AB 1290 requires that the Five Year Implementation Plan be reviewed in a public hearing, and amended between two and three years after adoption.

HOUSING PRODUCTION COMPLIANCE AS OF DECEMBER 31, 2004

The amendment to the AB 315 Plan must include a report on the Agency's performance in meeting the following Housing Production requirements, set forth in Section 33413 of the California Health and Safety Code.

- 30% of all Agency-built* housing must be for low or moderate income households. Half (50%) of these units must be for very low income households.

- 15% of all Non-Agency-Private Sector built* housing must be for low or moderate income households. 40% of these units must be for very low income households. Creating the affordable units usually requires financial assistance from the Redevelopment Agency.

- These proportions are required on an aggregate basis for the project area(s), not project-by-project.

As of December 31, 2004, the Agency's housing compliance numbers were as follows:

Agency-Built Units

- A 3-unit surplus in *Agency-built* units affordable to low or moderate income households.
- A 1-unit deficit in *Agency-built* units affordable to very low income households.

Private & Agency Assisted Units

- A 134-unit surplus in *Private-built and Agency Assisted* units affordable to low or moderate income households.
- A 26-unit surplus in *Private-built and Agency Assisted* units affordable to very low income households.

Table 5 (Housing Compliance Status) on page 15 summarizes all of the housing production information, including housing production compliance status as of 12/31/04 and projected compliance status through 2014.

***Definitions**

Agency-Built Housing	=	Housing developments in which the Agency acts as the developer.
Non-Agency Private Built	=	Housing developments developed by the private sector.
Agency-Assisted Housing	=	Housing developments developed by the private sector that receives Agency funding.
Moderate Income	=	Annual Household Income of 120% or less of Area Median Income (AMI)
Low Income	=	Annual Household Income of 80% or less of Area Median Income (AMI)
Very Low Income	=	Annual Household Income of 50% or less of Area Median Income (AMI)

JANUARY 1995 – DECEMBER 2004 HOUSING PROJECT COMPLETIONS

AB 1290 of the California Community Redevelopment Law requires information on affordable housing compliance for each project area. Tables 1 and 2 below show units built in both project areas from January 1995 through December 2004. This presents the first ten-year housing planning period specified underthe law.

TABLE 1: 1976 PROJECT AREA - COMPLETED

Project Name	Address	Tenure	Year comp-leted	Total Number of Units	Low/Mod Income Units	Very Low Income Units	Agency- or Non-Agency Built
Christie Commons	5915 Christie	OWN	1994	22	0	0	Non-Agency
Temescal Lofts	1001 47th Street	OWN	1995	4	0	0	Non-Agency
Ocean Avenue Apartments	1265-69 Ocean	RENT	1996	6	0	6	Non-Agency
Bridgecourt Apartments	1325 40th Street	RENT	1997	220	67	22	Non-Agency
Ocean Avenue Lofts	Ocean/Doyle Streets	OWN	1997	5	2	0	Non-Agency
1258 & 1268 64th St. Affordable Condos	1258 64th Street	OWN	1998	5	5	0	Agency
Baybridge Apts.	1034/44 36th Street	RENT	1998	6	0	6	Non-Agency
Dollar Lofts	5950 Doyle Street	OWN	2000	20	0	0	Non-Agency
Avalon Senior Apts.	3850 San Pablo Ave.	RENT	2000	67	0	66	Non-Agency
Gateway Commons Townhouses	48th/San Pablo Ave.	OWN	2000	6	6	0	Non-Agency
Oliver Lofts	1200 65th Street	OWN	2002	50	10	0	Non-Agency
Bakery Lofts	1001 46th Street	RENT	2002	41	8	0	Non-Agency
Terraces at EmeryStation	5855 Horton Street	OWN	2002	101	20	0	Non-Agency
Elevation 22	1350 Powell Street	OWN	2004	71	14	0	Non-Agency
Andante Phase I	3998 San Pablo Ave.	OWN	2004	102	20	0	Non-Agency
TOTAL				***726***	***152***	***100***	

TABLE 2: SHELLMOUND PROJECT AREA - COMPLETED							
Project Name	**Address**	**Tenure**	**Year Comp-leted**	**Total Number of Units**	**Low/Mod Income Units**	**Very Low Income Units**	**Agency- or Non-Agency Built**
Holden Live/Work	Holden Street	OWN	1997	1	0	0	Non-Agency
Emeryville Warehouse Lofts	1500 Park Ave	OWN	2000	141	26	0	Non-Agency
Liquid Sugar	1284 65th Street	OWN	2003	55	11	0	Non-Agency
The Courtyards	Hollis/65th Streets	RENT	2004	331	62	1	Non-Agency
TOTAL				***528***	***99***	***1***	

1976 Area and Shellmound Area Housing Production Status as of December 2004

During the first Ten Year Housing Compliance Plan period for the Emeryville Redevelopment Agency (1995 through 2004), 726 units of housing were built in the 1976 Project Area and 528 units in the Shellmound Project Area. As summarized in Table 5 on page 15, housing production from 1995 through 2004 resulted in surpluses in required housing production for non-Agency built housing and Agency-built low/moderate income housing. A 1-unit deficit existed for Agency-built very low income housing.

PLAN FOR ACHIEVING HOUSING PRODUCTION COMPLIANCE THROUGH 2014

California Community Redevelopment Law requires a description of the ways in which the Agency intends to meet its housing production inclusionary requirements for very low income, low and moderate income housing. The Agency intends to work with developers (for-profit and non-profit), as well as other public agencies over the remainder of the Housing Compliance Plan period to meet established inclusionary requirements.

The following section outlines the total housing development projected to occur in both redevelopment project areas from January 2005 through December 2014 and the Agency's plan for meeting its inclusionary housing requirements. Included in this section is a description of housing projects that are completed, under construction, approved, or potential. Also shown is the financial assistance the Agency has provided on projects completed between January 2005 (the start of this housing compliance period) through June 2007, and the estimated amount the Agency will spend on each project from its Low and Moderate Income Housing Fund to produce affordable units between July 2007 and December 2014. The following section does not describe projects that do not have an affordability component. However, these projects are included in the total production tables (Tables 3 and 4).

1976 PROJECT AREA

AGENCY BUILT HOUSING PROJECTS

The Agency does not plan to construct or purchase any housing in the 1976 Project Area during the 2005-2014 time period.

PRIVATE BUILT HOUSING PROJECTS WITH AGENCY ASSISTANCE (1976)

COMPLETED PROJECTS:

Project: City Limits **1165 67th Street** **$440,000**
This project consists of 92 ownership units, of which 31 units are located in Emeryville. Pursuant to an executed Agreement on Affordable Units, nine of the units located in Emeryville were set-aside for and sold at affordable levels to low and moderate income households. Four of the units were set aside for low income households, and five of the units were set aside for moderate income households. Downpayment assistance in the amount of $440,000 was appropriated for the four low income units through the Ownership Housing Assistance Program. In addition, downpayment assistance for moderate-income households was available through the First Time Homebuyer Program. *Completed 2005.*

Project: Green City Lofts **4050 Adeline Street** **$450,000**
This project consists of 62 ownership units, of which 31 units are located in Emeryville. Pursuant to an executed Agreement on Affordable Units, nine of the units located in Emeryville were set-aside for and sold at affordable levels to low and moderate income households. Three of the units were set aside for low income households, and six of the units were set aside for moderate income households. Downpayment assistance in the amount of $450,000 was appropriated for the three low income units through the Ownership Housing Assistance Program. In addition, downpayment assistance for moderate-income households was available through the First Time Homebuyer Program. *Completed 2006.*

Project: Andante Phase II **1121 40th Street** **$550,000**
This project was the second phase of the redevelopment of the former site of the King Midas card room at 40th Street and San Pablo Avenue. The first phase included 102 units, of which ten units were set aside at below market rate prices for low income households and ten units for moderate income households. Andante Phase II consists of 23 ownership units. Pursuant to an executed Agreement on Affordable Units, five units were set aside for low income households. Downpayment assistance in the amount of $550,000 was appropriated for the five units through the Ownership Housing Assistance Program. *Completed 2006.*

Project: Artisan Walk **66th Street and San Pablo Avenue** **$30,000**
This project contains 72 ownership units, of which six are located in Emeryville. Pursuant to an executed Agreement on Affordable Units, five of the six Emeryville units were set-aside at below market rate prices to moderate income households, and the remaining Emeryville unit was offered at an affordable sales price to a low income household. Due to the low income sales price, it was not necessary to appropriate funds through the Ownership Housing Assistance Program. However, the low income purchaser utilized a $30,000 silent-second downpayment assistance loan through the CalHFA HELP Program managed by the City. *Completed 2006.*

PROJECTS UNDER CONSTRUCTION:

Project: Vue46 (formerly known as 46th Street Lofts) **1001 46th Street** **$330,000**
This project will contain 79 ownership units, of which 47 are located in Emeryville. Pursuant to an executed Agreement on Affordable Units, nine of the Emeryville units will be set aside for low and moderate income households. Three of the units will be affordable to low income households and six of the units will be affordable to moderate income households. Downpayment assistance in the amount of $330,000 has been appropriated for the three low income units through the Ownership Housing Assistance Program. In addition, downpayment assistance for moderate-income households will be available through the First Time Homebuyer Program. *Estimated completion late 2007.*

Project: Adeline Place **3801 San Pablo Avenue** **$2,300,000**
The Redevelopment Agency acquired the former Money Mart/Check Cashing property for redevelopment as a mixed use residential/retail project. The Agency has entered into a Disposition and Development Agreement with a developer to provide 36 for-sale condominium units over ground floor retail. Pursuant to an executed Agreement on Affordable Units, 13 units will be set-aside at below market rate prices for moderate income households. Funding in the amount of $2,300,000 was appropriated as a developer subsidy for the provision of the affordable units. *Estimated completion late 2008.*

Project: Oak Walk Project **4002-4098 San Pablo Avenue and 41st Street** **$2,040,000**
The new construction portion of the Oak Walk project will contain 53 ownership units. A portion of the developer's overall 11-unit inclusionary obligation will be provided on-site through provision of four units affordable to low income households. An Agreement on Affordable Units has been approved by the City Council, as well as an appropriation of downpayment assistance funding through the Ownership Housing Assistance Program for the low income units. The Oak Walk Project also includes the rehabilitation of five existing single family houses located on 41st Street, east of San Pablo Avenue. A portion of the developer's overall 11-unit inclusionary obligation will be provided through the designation of the five houses as set-aside units affordable to moderate income households. An Owner Participation Agreement has been approved by the Redevelopment Agency that provides a developer housing subsidy for the rehabilitation of the units as affordable for-sale housing for moderate income households. *Estimated completion early 2009.*

APPROVED PROJECTS:

Project: 1077 41st Street Four-Plex Relocation/Rehabilitation **NW corner Adeline/40th**
$700,000 *(not finalized)*
The Oak Walk Project approvals require that the developer relocate a four-plex currently located at 1077 41st Street to an Agency-owned parcel located at the northwest corner of Adeline and 40th Streets. The Agency is currently in negotiations with another private property owner to rehabilitate the four-plex and retain two out of the total four units as affordable rental housing. The Agency is currently negotiating the terms of a Disposition and Development Agreement to convey the property to the property owner who will rehabilitate the structure and provide the affordable units through provision of a financial subsidy from the Agency. A portion of the Oak Walk development's overall 11-unit inclusionary obligation will be provided through the two affordable rental units within the four-plex. *Estimated completion spring 2009.*

Project: Christie Park Towers **6150 Christie Avenue** **$660,000**
This development has received approvals for 60 ownership units, of which 12 would be affordable to moderate and low income households. Pursuant to an executed Agreement on Affordable Units, six of the below market rate units will be set aside for moderate income households, and six will be set aside for low income households.

Downpayment assistance in the amount of $660,000 has been appropriated for the low income units through the Ownership Housing Assistance Program. In addition, downpayment assistance for moderate-income households will be available through the First Time Homebuyer Program. *Project construction has not begun and project has been on hold; Estimated completion 2009.*

Project: Ambassador Homes **1168 36th Street** **$4,500,000**
The Agency acquired the Ambassador Laundry property in July 2003 and has been in negotiations with a non-profit affordable housing developer to redevelop the site as for-sale housing. The project received Planning Commission approval to develop a 55-unit condominium project with structured parking. The Agency has been negotiating terms of a Disposition and Development Agreement to convey the land to the developer and provide a $4.5 million Agency land write-down and development subsidy. Negotiations have been on hold in 2007 pending outcome of separate litigation relating to a permanent billboard easement on the site, but are expected to resume in 2008. The affordability levels in the project have not been finalized. *Estimated completion 2009.*

PROPOSED PROJECTS:

Project: MacArthur/San Pablo Avenue Mixed Use (Golden Gate Key Site)
3706 San Pablo Avenue **$1,100,000**
This project is proposed to include 99 residential units, of which 65 will be located in Emeryville. Pursuant to the City's Affordable Housing Set Aside Ordinance, 20% of the Emeryville units, or 10% of the total projects, whichever is greater, would be required to be set aside for moderate income households. The proposed project would therefore require the provision of 13 below market rate set-aside units. In order to provide a deeper level of affordability in the project, a proposal will be explored with the developer to provide five of the required 13 units for very low income households which would be codified through execution of an Agreement on Affordable Units. Downpayment assistance in the amount of $1,100,000 would be required to be appropriated for the five low income units through the Ownership Housing Assistance Program. In addition, downpayment assistance for moderate-income households would be available through the First Time Homebuyer Program. *Project in predevelopment stages. Estimated completion 2009.*

Project: Marketplace Redevelopment **Shellmound Street** **$2,250,000**
This project is proposed to include 340 residential units. Pursuant to the City's Affordable Housing Set-Aside Ordinance, 20%, or 68, of these units, would be required to be set aside for moderate income households. In order to provide a deeper level of affordability in the project, options to reduce the overall inclusionary requirement in exchange for the provision of a combination of very low, low, and moderate income units, will be explored with the developer. Funding in the amount of $2,250,000 has been appropriated in the City's Capital Improvement Program to provide a developer subsidy. In exchange for this development subsidy, a proposal to provide ten very low income units, ten low income units, and 20 moderate income units (for a total of 40 below market rate units instead of 68) will be explored. In addition to the developer subsidy, downpayment assistance for moderate-income households will be available through the First Time Homebuyer Program. *Project in predevelopment stages. Estimated completion 2009.*

Project: Bay Street Site B Residential **Shellmound and Christie Streets** **$3,300,000**
This project will consist of a commercial and residential mixed-use complex, including 160 ownership units. Pursuant to the City's Affordable Housing Set-Aside Ordinance, 20%, or 32, of these units would be required to be set aside for moderate income households. In order to provide a deeper level of affordability in the project, a proposal will be explored with the developer to provide ten units for very low income households, ten units for low income households, and twelve units for moderate income households. Downpayment assistance in the amount of $3.3 million would be required to be appropriated for the twenty very low and low income units

through the Ownership Housing Assistance Program. In addition, downpayment assistance for moderate-income households would be available through the First Time Homebuyer Program. *Project in predevelopment stages. Estimated completion 2010.*

Project: BofA/Oaks Mixed Use **San Pablo Avenue betw. 41st and 43rd** **$2,700,000**
This project could potentially contain 33 residential units, as well as retail space. Pursuant to the City's Affordable Housing Set Aside Ordinance, 20%, or seven, of these units would be required to be set aside for moderate income households. In order to provide a deeper level of affordability in the project, a proposal will be explored with the developer to provide three units for very low income households and four units for low income households. This would be codified through execution of an Agreement on Affordable Units. The City's Capital Improvement Program has appropriated $2,700,000 for this project which would be provided as a developer subsidy to buy down the affordability levels of the units and redevelop the site. *Project not started. Estimated completion 2010.*

Project: 4300 San Pablo Avenue **$4,950,000**
This Agency-owned site has the potential to be redeveloped as a 30-unit ownership development for low and very low income households. Funds in the amount of $4,950,000 would be required for appropriation as downpayment assistance for the low and very low income households through the Ownership Housing Assistance Program. The City's Capital Improvement Program already includes an appropriation of $2.25 million for this project. The site is currently occupied by the City's Recreation Department. The department will need to be relocated to an alternate site to allow completion of this project. *Project not started. Estimated completion 2012.*

Project: Gateway at Emeryville (Equity Office Site) **Powell/Christie** **Unknown**
This project is proposed to include 265 residential rental units. Pursuant to the City's Affordable Housing Set Aside Ordinance, which will be revised in 2007 to stipulate that 9% of rental units be set aside for moderate income households, and 6% for very low income households, this project would require 16 very low income units and 24 moderate income rental set-aside units. The project could include a reduced inclusionary percentage in the range of 10-12% of the total in exchange for a greater number of very low income and low income units. Additional property could be added to the site area with Agency assistance. *Estimated completion 2009.*

Project: East BayBridge Redevelopment **40th/San Pablo** **Unknown**
This project could contain up to 120 ownership townhouse units. The project would be subject to the City's Affordable Housing Set Aside Ordinance, which would require 20% of the units (24 units) to be set aside at the moderate income level. Agency assistance may be required since this in-fill project will require restructuring parking in a commercial center to create the site area for the housing. *Estimated completion 2012.*

Project: Rental Rehab Scattered Sites **$2,000,000**
Through the City's Housing Rehabilitation Program, it is proposed that ten units be rehabilitated in existing smaller rental properties (such as duplexes, four-plexes, etc.) during the Affordable Housing Compliance Plan period of 2005-2014. Property owners will receive funding assistance through the City's Rental Housing Rehabilitation Program and be required to enter into Affordability Agreements that stipulate provision of affordable rents to eligible income-qualified households. The proposed funding level of $2,000,000 is proposed to provide ten units at very low income levels. Funding appropriations would occur as projects are proposed. *Project not started. Estimated completion 2014.*

PRIVATE BUILT HOUSING PROJECTS WITH NO PROJECTED AGENCY ASSISTANCE (1976)

PROJECTS UNDER CONSTRUCTION:

Project: Avenue 64 **6335 Christie Avenue** **No Agency Assistance**
This project will contain 224 rental units. Pursuant to an executed Agreement on Affordable Units, the project will contain eight units affordable to low income households, and 15 units affordable to moderate income households. *Estimated completion summer 2007.*

PROPOSED PROJECTS:

Project: Papermill Mixed Use **5780 Hollis** **No Agency Assistance**
This project is proposed to include 177 residential units and 11 live/work units. Pursuant to the City's Affordable Housing Set Aside Ordinance, which will be revised in 2007 to stipulate that 9% of rental units be set aside for moderate income households, and 6% for very low income households, this project would therefore require 11 very low income units and 16 moderate income rental set-aside units. *Estimated completion 2009.*

Project: 39th/Adeline (Madison Park) **No Agency Assistance**
This project will contain 107 rental units, of which 80 are located in Emeryville. Pursuant to the City's Affordable Housing Set Aside Ordinance, which will be updated in 2007 for rental projects, 15% of the Emeryville units, or 7.5% of the total project units, whichever is greater, would be required to be set aside for moderate and very low income households (9% and 6%, respectively). The proposed project would therefore require the provision of seven units at the moderate income level and five at the very low income level. *Estimated completion 2009.*

The projected unit production totals for these proposed and potential private housing developments in the 1976 Project Area are shown in Table 3 on the following page.

TABLE 3: 1976 PROJECT AREA
PROJECTED UNIT PRODUCTION
AGENCY ASSISTED & PRIVATE PROJECTS*
JANUARY 2005-DECEMBER 2014

Project Name	Address	Projected Tenure	Total Number of Units	Low/Mod Income Units	Very Low Income Units	Status as of August 2007
CityLimits Townhomes	1165 67th Street	OWN	31	9	0	Completed 2005
Green City Lofts	4050 Adeline	OWN	31	6	0	Completed 2006
Key Route Lofts	Adeline	OWN	22	0	0	Completed 2006
Andante Phase II	3998 San Pableo Ave	OWN	23	5	0	Completed 2006
Artisan Walk	66th/Vallejo	OWN	6	6	0	Completed 2006
Vue46 (46th Street Lofts)	Adeline/46th	OWN	47	9	0	Under construction
Avenue 64	64th and Christie	RENT	224	23	0	Under construction
Doyle Street Condos	Stanford/Doyle	OWN	27	0	0	Under construction
Adeline Place	San Pablo/Macarthur	OWN	36	13	0	Under construction
Oak Walk Mixed Use	40th/San Pablo	OWN	53	4	0	Under construction
Oak Walk House Renovations	41st Street	OWN	5	5	0	Under construction
1077 41st 4plex relocation	40th/Adeline	RENT	4	2	0	DDA to be negotiated
Christie Park Towers	6150 Christie	OWN	60	12	0	Affordability Agmt approved but project has not started
Ambassador Homes	1168 36th Street	OWN	55	11	0	DDA to be negotiated; income level TBD
Papermill Mixed Use	5780 Hollis Street	RENT	188	17	11	Subject to AHSA for rent: 11 VLI; 17 Mod
39th/Adeline (Madison Park)	39th/Adeline	RENT	80	7	5	Subject to AHSA for rent: 5 VLI; 7 Mod (15% of Emeryville units)
Bakery Lofts Phase IV	53rd/Adeline	RENT	18	0	0	No AHSA requirement
Gateway @Emeryville (BRE) - Rental	Powell/Christie (Equity Office Site)	RENT	265	12	20	Subject to AHSA for rent: 16 VLI; 24 Mod; negotiate additional VLI and Low in exchange for mod.
MacArthur/SPA Mixed Use (Golden Gate Key site)	MacArthur/SPA	OWN	65	8	5	To be negotiated; 13 BMRs; negotiate 5 VLI; 8 mod
4520 SPA Townhouses	4520 SPA	OWN	29	0	0	Has not started
Salem Manor	4333 Salem	OWN	3	0	0	Has not started
Vallejo Gardens	6315 Vallejo	OWN	3	0	0	Has not started
Marketplace Redevelopment (TMG)	Shellmound Street	OWN	340	30	10	Project requires 68 BMRs; provide 10 VLI, 10 low, 20 mod
4300 San Pablo Avenue	4300 San Pablo	OWN	30	15	15	To be negotiated as 50% VLI and 50% Low
Bay Street Site B	Shellmound Street	OWN	160	22	10	To be negotiated; 32 BMRs; negotiate 10 VLI; 10 low; 12 mod
BofA/Oaks Mixed Use	San Pablo/41st	OWN	33	4	3	To be negotiated at these levels
East Baybridge Redevelopment	40th/San Pablo	OWN	120	24	0	AHSA req. is 24 mod.
Beaudry Street Townhouses	Beaudry and 59th	OWN	4	0	0	Has not started
Scattered sites Rental Rehab Projects	N/A	RENT	10	0	10	To be negotiated in Rental Rehab Projects
TOTAL			**1972**	**244**	**89**	

SHELLMOUND PROJECT AREA

AGENCY BUILT HOUSING PROJECTS (SHELLMOUND)

The Agency does not plan to construct or purchase any housing in the Shellmound Project Area during the 2005-2014 time period.

PRIVATE BUILT HOUSING PROJECTS WITH AGENCY ASSISTANCE (SHELLMOUND)

COMPLETED PROJECTS:

Project: Bay Street Mixed Use Development **$4,800,000 LMI** ***$86,800,000 total***
This major mixed-use commercial, entertainment, and residential development is completed and contains a 95-unit market rate condominium development (Bay Street One) and a 284-unit rental development (The Metropolitan Apartments at Bay Street). The project received $8.2 million in State-authorized multifamily revenue bonds, which along with $4,800,000 in development assistance from the Agency, enables 57 of the rental units to be affordable to very low income households.

PROJECTS UNDER CONSTRUCTION:

Project: Glashaus Lofts **65th and Hollis Streets** **$1,760,000**
This project will consist of 145 ownership units, of which 29 will be affordable pursuant to the City's Affordable Housing Set Aside Ordinance. Pursuant to an executed Agreement on Affordable Units, 18 of the project units will be affordable to moderate income households, 6 units will be affordable to low income households, and 5 units will be affordable to very low income households. Downpayment assistance in the amount of $1,760,000 has been appropriated for the 11 low and very low income units through the Ownership Housing Assistance Program. In addition, downpayment assistance for the 18 moderate-income households will be available through the First Time Homebuyer Program. *Estimated completion summer through fall 2007.*

PROPOSED PROJECTS:

Project: Black and White Mixed Use **40th St./San Pablo Ave. (NW corner)** **$1,700,000**
This project is proposed to include 52 ownership housing units, including 10 units affordable to low and very low income households. Funding has been appropriated in the City's Capital Improvement Plan in the amount of $1.7 million as a development subsidy for the project. *Project has not started. Estimated completion 2010.*

Project: Sherwin Williams Mixed Use **Horton Street** **$3,300,000**
This project is proposed to include 250 ownership housing units, including 50 units affordable to very low and moderate income households. Downpayment assistance in the amount of $3.3 million is proposed to be appropriated for fifteen very low income units through the Ownership Housing Assistance Program. In addition, downpayment assistance for moderate-income households will be available through the First Time Homebuyer Program. *Project has not started. Estimated completion 2010.*

PRIVATE BUILT HOUSING PROJECTS – NO AGENCY ASSISTANCE (SHELLMOUND)

PROJECTS UNDER CONSTRUCTION:

Project: 1401 Park Avenue **No Agency Assistance**

This project will consist of 53 rental units, of which 3 will be affordable to very low income households pursuant to an approved and executed Agreement on Affordable Units. *Estimated completion fall 2007.*

The projected unit production totals for privately-built housing developments in the Shellmound Project Area are shown in Table 4 below.

TABLE 4: SHELLMOUND PROJECT AREA
PROJECTED UNIT PRODUCTION
AGENCY ASSISTED & PRIVATE PROJECTS*
JANUARY 2005-DECEMBER 2014

Project Name	Address	Projected Tenure	Total Number of Units	Low/Mod Income Units	Very Low Income Units	Status as of August 2007
Metropolitan at Bay Street	Bay/Shellmound	RENT	284	0	57	Completed
Bay Street One Condos	Bay/Shellmound	OWN	95	0	0	Completed
Blue Star Corner	Hubbard/Sherwin Williar	OWN	20	0	0	Completed
Glashaus Lofts	65th Street	OWN	145	24	5	Under construction
1401 Park	1401 Park	RENT	54	0	3	Under construction
AgeSong Assisted Living	4050 Horton	RENT	28	0	0	Project not started
Black & White Mixed Use	San Pablo/40th	OWN	52	5	5	Project not started; to be negotiated with 5 very low; 5 low
Sherwin Williams Mixed Use	Horton Street	OWN	250	35	15	Project not started; to be negotiated with 15 very low and 35 moderate
TOTAL			**928**	**64**	**85**	

HOUSING PRODUCTION COMPLIANCE THROUGH 2014

This section summarizes the Agency's expected housing production through 2014, the end of the second Ten Year Housing Compliance Plan. The completion of the proposed and projected housing developments described previously is summarized in Table 5 on the following page, and will result in the following compliance numbers.

Agency-Built Units

The Agency does not plan to build or purchase any housing units during the 2005-2014 period.

Non-Agency Private Sector Built Units

- A 47-unit surplus in units affordable to low- or moderate income households
- No surplus nor deficit in units affordable to very low income households.

The above summary indicates that the Agency expects to exceed its housing production requirements set forth by California State law, which requires 15% of all units produced in a project area (whether they are agency built or privately built) to affordable to low and moderate income households, and of that amount 40% (or 6% of the total) must be affordable to very low income households. The "required" number of units listed in Table 5 reflects this inclusionary requirement. The Agency meets or exceeds its housing production requirements when the low and moderate income unit production is aggregated between the two project areas as permitted by Section 33413(b)(2)(A)(v) of the Health and Safety Code.

TABLE 5: HOUSING COMPLIANCE STATUS

Completed January 1, 1995-December 31, 2004

		Low and Moderate Income Units			Very Low Income Units		
	Total Units Built	Required	Built	Surplus or (Deficit)	Required	Built	Surplus or (Deficit)
Agency-Built Units							
1976 Project Area	5	1	5	3	1	0	-1
Shellmound Project Area	0	0	0	0	0	0	0
TOTAL	**5**	**2**	**5**	**3**	**1**	**0**	**-1**
Non-Agency Built Units							
1976 Project Area	721	65	147	82	43	100	57
Shellmound Project Area	528	48	99	51	32	1	-31
TOTAL	**1,249**	**112**	**246**	**134**	**75**	**101**	**26**

Projected January 1, 2005-December 31, 2014

		Low and Moderate Income Units			Very Low Income Units		
	Total Units Projected	Required	Projected	Surplus or (Deficit)	Required	Projected	Surplus or (Deficit)
Agency-Built Units							
1976 Project Area	0	0	0	0	0	0	0
Shellmound Project Area	0	0	0	0	0	0	0
TOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Non-Agency Built Units							
1976 Project Area	1972	177	244	67	118	89	-29
Shellmound Project Area	928	84	64	-20	56	85	29
TOTAL	**2,900**	**261**	**308**	**47**	**174**	**174**	**0**

HOUSING FUND RESOURCES AND EXPENDITURES

California Redevelopment law requires a redevelopment agency to set aside at least 20% of all tax increment revenues generated in its project areas into a separate Low and Moderate Income Housing Fund (LMIHF). These funds must be used for the purpose of increasing, improving or preserving the supply of low and moderate income units within the community. To meet these objectives, agencies may expend funds on land acquisition, building acquisition, construction of new units, on- and off-site improvements, rehabilitation of existing units, a portion of principal and interest payments on bonds, loans and subsidies to buyers or renters, and other programs that meet the stated objectives.

The following section of the Plan summarizes the Agency's existing and expected Housing Fund resources, and how those resources will be expended to meet housing goals.

Housing Resources

The Agency's total housing resources to increase the supply of low and moderate income units are summarized in Table 6 below.

TABLE 6
EMERYVILLE REDEVELOPMENT AGENCY
LOW AND MODERATE INCOME HOUSING RESOURCES

FUNDING SOURCE	AMOUNT
Housing Capital Fund - 482	3,900,000
2001 Taxable Housing Bond - 460	370,000
2004 Tax-exempt Housing Bond - 468	16,167,000
State of California CalHOME Funds	1,000,000
CalHFA HELP Funds	1,500,000
Additional Increment (2005-2008)	1,000,000
Bay Street Project Tax Increment	3,800,000
EmeryBayII Ground Lease Sale	5,700,000
Investment Earnings (2005-2009)	150,000
First Time Homebuyer Revolving Fund	3,000,000
2009 Bond Sale (Projected)	7,500,000
2012 Bond Sale (Projected)	4,800,000
Total	**48,887,000**

Housing Expenditures

Redevelopment agencies may expend funds on a variety of housing-related activities to meet housing objectives. In addition to providing funding for specific housing developments, Agency housing resources are also used to fund various housing programs and cover other related expenses to further the goals of affordable housing in the project areas. Table 7 summarizes the project related expenditures that are set forth previously by project area. Table 7 aggregates the projects and the projected resources available to fund the projects. Following Table 7 is a summary of housing programs, and other expenses to be incurred during the next ten years, that are not project related. Finally, there is a discussion of the proportion of funds to be spent on affordable units compared to the Agency's ABAG fair share housing production goals, which is also based on Table 7.

Section 33334.4(a) of the California Health and Safety Code states that it shall be the policy of each agency to expend the monies in its Low and Moderate Income Housing Fund to assist housing for persons of low and very low income in at least the same proportion as the total of housing units needed for those income groups within the community, as determined by the regional Fair Share housing allocation process (Govt. Code Section 65584). The current Fair Share housing goals period, as established by the Association of Bay Area Governments (ABAG), runs from July 1, 2006 through June 30, 2014, close to the same period of the Agency's Housing Compliance Plan of January 1, 2005 through December 31, 2014. Table 7 also includes an analysis of the Agency's housing expenditures in terms of the 2006-2014 ABAG regional housing needs allocation goals. The Agency's expenditures for very low and low income housing are expected to exceed the proportion of very low and low income housing need assigned to Emeryville.

TABLE 7
COMPARISON OF EMERYVILLE 2005-2014 IMPLEMENTATION PLAN EXPENDITURES to 2007-2014 ABAG GOALS

FUNDING RESOURCES AVAILABLE 2005-2014

Housing Capital Fund - 482	$ 3,900,000	
2001 Housing Bond - 460	$ 370,000	Bond Proceeds Remaining from $3M issuance
2004 Tax-exempt Housing Bond - 468	$ 16,167,000	Bond Proceeds
State of California CalHOME Funds - 208	$ 1,000,000	Low Income Mortage Assistance
CalHFA HELP Funds - 209	$ 1,500,000	Low Income Mortage Assistance
Add'l Increment (99-06)	$ 1,000,000	Based on 3% annual growth
Bay St. Tax Increment	$ 3,800,000	Sum of 10 years per DDA
EmeryBay II Ground Lease Sale	$ 5,700,000	Recd. April 2007
Investment Earnings	$ 150,000	Interest income for bond proceeds
FTHB Annual Allocation/Revolving Funds	$ 3,000,000	$220K annual + loan repayments
Future Hsng. Bond Sales	$ 12,300,000	Projected for 2009 & 2012
TOTAL	$ 48,887,000	

Assumptions:

1) This table compares the proportion by income category of 2005-2014 Housing Implementation Plan expenditures to the regional fair share housing goals per state law. Current regional ABAG goals are for the time period of 1999-2006.

2) This table excludes housing projects that are not subject to City Affordable Housing Set Aside ordinance (less than 30 units).

3) This table includes Agency-assisted housing projects only.

2005-2014 IMPLEMENTATION PLAN

		Agency Assisted Projects					Agency Assistance by Income Category			
	Completion Date	Total	Very Low	Low	Moderate	Market	Very Low	Low	Moderate	Total
1976 PROJECT AREA										
CityLimits	2005	31	0	4	5	22	$ -	$ 440,000	$ 107,500	$ 547,500
Green City Lofts	2006	31	0	3	3	25	$ -	$ 450,000	$ 64,500	$ 514,500
Andante Phase II	2006	23	0	5	0	18	$ -	$ 550,000	$ -	$ 550,000
Artisan Walk	2006	6	0	1	5	0	$ -	$ 30,000	$ 107,500	$ 137,500
Vue46 (46th Street Lofts)	2007	45	0	3	6	36	$ -	$ 330,000	$ 180,000	$ 510,000
Adeline Place (Money Mart site)	2008	36	0	0	13	23	$ -	$ -	$ 2,300,000	$ 2,300,000
Oak Walk Condominium Project	2009	53	0	4	0	49	$ -	$ 440,000	$ -	$ 440,000
Oak Walk Five Houses Renovations	2009	5	0	0	5	0	$ -	$ -	$ 1,600,000	$ 1,600,000
1077 41st Street House Relocation & Rehab	2009	4	0	0	2	0	$ -	$ -	$ 700,000	$ 700,000
Christie Park Towers	2009	60	0	6	6	48	$ -	$ 660,000	$ 180,000	$ 840,000
Ambassador Homes	2009	55	0	0	11	44	$ -	$ -	$ 4,500,000	$ 4,500,000
MacArthur/San Pablo Mixed Use (Golden Gate)	2009	65	5	0	8	52	$ 1,100,000	$ -	$ 240,000	$ 1,340,000
Marketplace Redevelopment (TMG)	2009	340	10	10	20	300	$ 1,125,000	$ 1,125,000	$ 600,000	$ 2,850,000
Bay Street Site B Residential	2010	160	10	10	12	128	$ 2,200,000	$ 1,100,000	$ 360,000	$ 3,660,000
BoA/Oaks Mixed-Use	2010	33	3	4	0	26	$ 1,350,000	$ 1,350,000	$ -	$ 2,700,000
4300 SPA Housing	2012	30	15	15	0	0	$ 3,300,000	$ 1,650,000	$ -	$ 4,950,000
Rental Rehabilitation Projects	2014	10	10	0	0	0	$ 2,000,000	$ -	$ -	$ 2,000,000
SHELLMOUND PROJECT AREA										
Bay Street Rental	2006	284	57	0	0	227	$ 4,800,000	$ -	$ -	$ 4,800,000
Glashaus Lofts	2007	145	5	6	18	116	$ 1,100,000	$ 660,000	$ 387,000	$ 2,147,000
Black/White Mixed-Use	2010	52	5	5	0	42	$ 1,100,000	$ 600,000	$ -	$ 1,700,000
Sherwin Williams Residential	2010	250	15	0	35	200	$ 3,300,000	$ -	$ 752,500	$ 4,052,500
							$ 21,375,000	$ 9,385,000	$ 12,079,000	$ 42,839,000

	Total	Very Low	Low	Moderate	Market
Totals	1,718	135	76	149	1,356
H&S SECTION 33334.4(a) REQUIREMENTS**					
ABAG 2007-2014 Fair Share Goals	1137	186	174	219	558
2007-2014 ABAG Goals % Allocations	100%	16%	15%	19%	49%
% Expenditures by Affordable Income Category		50%	22%	28%	

Notes:

Exact amount of funding needed for First Time Homebuyer Program loans for moderate income buyers is not known. "Moderate Income" assistance figure for most projects is based on historical average $21,500 for BMR units for moderate income loans for projects through 2006; $30K/unit for 2007 onwards

Low income assistance figure based on max. amount of $110K; Very low income is $220K loan to buyer

**Allocation of L&M Funds must be at least same "% as ABAG fair share "% by income category for low & very low income categories (only)

FUNDING SURPLUS/(DEFICIT)	$ 6,048,000

HOUSING PROGRAMS

The Redevelopment Agency administers the programs listed below to promote the development and preservation of housing affordable to low and moderate income persons.

First Time Home Buyers Program

This program provides down payment assistance through low-interest, deferred payment second mortgages to moderate income home buyers purchasing a home in Emeryville. The program provides 1.5 times the buyer's down-payment amount, up to 15% of the cost of the home; the amount of the loans therefore varies between units. The Agency allocates $220,000 annually of new funds to the program, and loan repayments are put into a revolving fund to support new loans. This level of expense is expected to continue during the 2005-2014 Housing Compliance Plan period. The loans through this program are made on both Below Market Rate units, which are created through the City's Affordable Housing Set-Aside Ordinance, and on market-rate units. In the FY06/07 program year, the average loan amount for market rate units was $46,218 and the average loan amount for moderate income below market rate units was $31,992.

Ownership Housing Assistance Program

This program provides down-payment assistance through low-interest, deferred payment second mortgages to low and very low income households purchasing Below Market Rate units set aside through the City's Affordable Housing Set Aside Ordinance. Buyers make a 3% down-payment and obtain a first mortgage based on their household income. The Agency's loan fills the gap between the down-payment and the first mortgage loan. This program is targeted to low income and very low income buyers. For low income buyers, the maximum loan amount is $110,000; for very low income buyers, the maximum loan amount is $220,000. Agency Low/Mod Income Housing Funds are supplemented with funds through from both the State CalHome Program and the CalHFA HELP Program to provide the Agency's downpayment assistance loans at these levels. In the FY06/07 program year, the average OHAP loan amount was $93,333, the average CalHome loan was $28,056, and the average HELP loan was $30,000.

Ownership Housing Assistance Program Expenditures Projected for 2005-2014

City Limits	4 units	$440,000	2005	Completed
Green City Lofts	3 units	$450,000	2006	Completed
Andante Phase II	5 units	$550,000	2006	Completed
Artisan Walk	1 units	$30,000	2006	Completed
Glashaus Lofts	11 units	$1,760,000	2007	Under construction
Vue46 (46th Street Lofts)	3 units	$330,000	2007	Under construction
Oak Walk Condos	4 units	$440,000	2009	Under construction
Future BMR Resales	16 units	$1,760,000	2007-2014 (2 per year)	
MacArthur/SPA Mixed Use	5 units	$1,100,000	2009	
Christie Park Towers	6 units	$660,000	2009	
South Bayfront Site B	20 units	$3,300,000	2010	
4300 San Pablo Site	30 units	$4,950,000	2010	
Black & White Mixed Use	10 units	$1,700,000	2010	
Sherwin Williams Mixed Use	25 units	$3,300,000	2010	

Housing Rehabilitation Program
This program offers owners low-interest or deferred payment loans for major rehabilitation and seismic retrofitting, and grants for minor home repairs, exterior painting and clean up. Loans are also made available to rental property owners through Rental Limitation Agreements assuring rental units remain affordable for fifteen years. The program receives an annual allocation of approximately $50,000 from the federal Community Development Block Grant Program, as well as program income from repaid rehabilitation loans, and an annual allocation of Redevelopment Agency funds.

OTHER EXPENSES

Administration **$583,000 Annually**
The Agency currently transfers funds from the Housing Fund to cover administrative staff and other expenses required to support the housing program. This level of expense is expected to continue over the 2005-2014 Housing Compliance Plan period.

Bond Debt Service **$2,474,000 Annually**
This amount pays for the debt service on outstanding housing bonds that the Agency issues to finance the above projects.

HOUSING EXPENDITURES FOR NON-SENIOR HOUSEHOLDS

Section 33334.4(b) establishes the policy that each redevelopment agency will spend a certain amount of its Low and Moderate Income Housing Funds (LMIHF) to assist housing that is available to all persons regardless of age. This policy is designed to discourage the disproportionate production of senior housing. The policy requires that LMIHF funds be spent to assist housing that is available to all persons regardless of age in at least the proportion as the population under the age of 65 bears to the total population of the entire city population. According to the 2000 U.S. Census persons 65 and older comprise 9.8% of the City population and persons under the age of 65 comprise 90.2% of Emeryville's population. Therefore, the Agency is required to spend over the next Implementation Plan period at least 90.2% of its LMIHF to assist housing that is available to all persons regardless of age, and no more than 9.8% on senior housing. No housing developments that the Agency projects to assist with financing during the 2005 through 2014 period are planned to be restricted to seniors 65 and older. The Agency will therefore be in compliance with Section 33334.4(b).

HOUSING AFFORDABILITY

Section 50052.5 and 50053 establish affordability housing costs and rent, respectively, for very low, lower, and moderate income households. Based on annually adjusted income limits from HUD, the State of California Housing and Community Development Department provides information on area median income. Table 8 summarizes 2007 maximum sales prices and rents by household affordability level.

REGIONAL HOUSING NEEDS ALLOCATION

The Association of Bay Area Governments recently adopted the draft regional housing need allocation (RHNA) for the Bay Area as determined by the State Department of Housing and Community Development (HCD). State HCD has determined that the Bay Area will need to plan for 214,500 to 227,500 units during the 2007 through 2014 period. The ABAG Executive Board adopted the minimum number of units, 214,500 housing units, and adopted the allocation by income level for each jurisdiction within the nine Bay Area Counties. Emeryville has

received a draft allocation of 1,137 housing units for the next RHNA period of July 1, 2006 through June 30, 2014, broken down as follows by income group:

Very low income units:	186	(16.4% of total)
Low income units:	174	(15.3% of total)
Moderate income units:	219	(19.3% of total)
Above-moderate income units:	558	(49.0% of total)
TOTAL:	**1,137 units**	

Table 9 is a comprehensive list of housing projected to be completed during the RHNA period in Emeryville, by income level. This list coincides fairly closely with the ten year time frame of Emeryville's Housing Compliance Plan, which is January 2005 through December 2014. Not included in Table 9 are projects for which building permits were pulled June 2006 or earlier, because those will be measured against the prior RHNA period of January 1999-June 2006.

TABLE 8
HOUSING AFFORDABILITY TABLE: MAXIMUM SALES PRICES AND RENTS
2007 Program Year (table updated on 4/24/07)

CITY OF EMERYVILLE REDEVELOPMENT AGENCY
AFFORDABLE HOUSING SET ASIDE ORDINANCE

ASSUMPTIONS:

Interest Rate	7.00% Annual
Monthly interest ra	0.58% Monthly
Mortgage Term	360 months
Downpayment	15%

Affordability Calculations per Section 50052.5 of State Health and Safety Code.

PMI rate: 0.0052

PMI not required to be included for purposes of calculating maximum allowable housing costs

Area Median Income (AMI)	1 person	2 person	3 person	4 person	5 person
	$58,700	$67,000	$75,400	$83,800	$90,500

MODERATE INCOME HOUSEHOLDS: 120% Area Median Income

HOUSEHOLD SIZE		1 person	2 person	3 person	4 person	5 person
UNIT SIZE		Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Annual Income		$70,400	$80,500	$90,500	$100,600	$108,600
Amount Available for Housing=						
35% of 110% of AMI*		$1,883	$2,150	$2,419	$2,689	$2,904
Mortgage		$1,355	$1,533	$1,708	$1,874	$2,010
Prop.Tax	0.001	$240	$271	$302	$331	$355
Condo Fee/Dues		$189	$240	$299	$368	$418
Utilities/Maint.		$100	$105	$110	$115	$120
PMI	0.0052					
MORTGAGE		$203,626	$230,485	$256,732	$281,702	$302,132
AFFORDABLE SALES PRICE		**$239,560**	**$271,159**	**$302,038**	**$331,414**	**$355,449**
GROSS AFFORDABLE RENT		**$1,614**	**$1,843**	**$2,074**	**$2,305**	**$2,489**

NOTE: Gross affordable rent is equal to 30% of 110% of AMI and includes the total of monthly payments for a rental including a reasonable allowance for utilities and any service charges or fees required of tenants. Utility allowance and charges/fees must be deducted from rents shown above.

LOWER INCOME HOUSEHOLDS: 80% Area Median Income

HOUSEHOLD SIZE		1 person	2 person	3 person	4 person	5 person
UNIT SIZE		Studio	1 bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Annual Income		$46,350	$53,000	$59,600	$66,250	$71,550
Amount Available for Housing=						
30% of 70% of AMI*		$1,027	$1,173	$1,320	$1,467	$1,584
Mortgage		$627	$703	$774	$836	$889
Prop.Tax	0.001	$111	$124	$137	$148	$157
Condo Fee/Dues		$189	$240	$299	$368	$418
Utilities/Maint.		$100	$105	$110	$115	$120
PMI	0.0052					
MORTGAGE		$94,291	$105,690	$116,291	$125,615	$133,565
AFFORDABLE SALES PRICE		**$110,930**	**$124,341**	**$136,813**	**$147,782**	**$157,136**
GROSS AFFORDABLE RENT		**$881**	**$1,005**	**$1,131**	**$1,257**	**$1,358**

NOTE: Gross affordable rent is equal to 30% of 60% of AMI and includes the total of monthly payments for a rental including a reasonable allowance for utilities and any service charges or fees required of tenants. Utility allowance and charges/fees must be deducted from rents shown above.

VERY LOW INCOME HOUSEHOLDS: 50% Area Median Income

HOUSEHOLD SIZE		1 person	2 person	3 person	4 person	5 person
UNIT SIZE		Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Annual Income		$29,350	$33,500	$37,700	$41,900	$45,250
Amount Available for Housing						
= 30% of 50% of AMI*		$734	$838	$943	$1,048	$1,131
Mortgage		$378	$418	$453	$480	$504
Prop.Tax	0.001	$67	$74	$80	$85	$89
Condo Fee/Dues		$189	$240	$299	$368	$418
Utilities/Maint.		$100	$105	$110	$115	$120
PMI	0.0052	$0	$0	$0	$0	$0
MORTGAGE		$56,804	$62,903	$68,140	$72,099	$75,771
AFFORDABLE SALES PRICE		**$66,829**	**$74,004**	**$80,164**	**$84,823**	**$89,143**
GROSS AFFORDABLE RENT		**$734**	**$838**	**$943**	**$1,048**	**$1,131**

NOTE: Gross affordable rent is equal to 30% of 50% of AMI and includes the total of monthly payments for a rental including a reasonable allowance for utilities and any service charges or fees required of tenants. Utility allowance and charges/fees must be deducted from rents shown above.

TABLE 9

EMERYVILLE HOUSING PRODUCTION TABLE
Comparison to ABAG Regional Housing Needs Determination July 2006-June 2014
(Projects for which building permits anticipated to be pulled during RHNA period)

		Year			Number of Dwelling Units				
Project Name	Address	Built	Status	Tenure	Total	Very Low	Low	Moderate	Market
Salem Manor	4333 Salem St	2007	Approved	OWN	3	0	0	0	3
Vallejo Gardens	6315 Vallejo	2007	Approved	OWN	3	0	0	0	3
Doyle Street Condos	Stanford at Doyle	2007	under construction	OWN	27	0	0	0	27
Glashaus Lofts	65th/Hollis	2007	under construction	OWN	145	5	6	18	116
1260 64th Street	1260 64th Street	2008	On Hold	OWN	2	0	0	0	2
Oak Walk New Construct Condos	SPA/41st/40th	2008	under construction	OWN	53	0	4	0	49
Oak Walk - 5 house renovation	41st Street	2008	under construction	OWN	5	0	0	5	0
1077 41st Street Relocation 4-Plex	40th/Adeline	2008	Approved	RENT	4	0	0	2	2
Adeline Place	3801 SPA	2008	under construction	OWN	36	0	0	13	23
4520 San Pablo Townhouses	4520 San Pablo Avenue	2008	Approved	OWN	29	0	0	0	29
Ambassador Homes	1168 36th Street	2009	Approved	OWN	55	0	0	11	44
Bakery Lofts IV	53rd/Adeline	2009	Proposed	RENT	18	0	0	0	18
39th/Adeline Residential Project**	Adeline	2009	Proposed	RENT	80	5	0	7	68
MacArthur San Pablo Mixed Use**	SPA bet 37th & MacArthur	2009	Proposed	OWN	65	5	0	8	52
AgeSong Assisted Living	4050 Horton	2009	Approved	RENT	28	0	0	0	28
Christie Park Towers	6150 Christie	2009	Approved	OWN	60	0	6	6	48
Marketplace Redevelopment	Shellmound St	2009	Proposed	OWN	340	10	10	20	300
Gateway @ Emeryville (BRE)	5801-5861 Christie	2009	Proposed	RENT	265	20	6	6	233
Bay Street Site B	Shellmound/Christie	2009	Proposed	OWN	160	10	10	12	128
Peppermill Mixed Use	1255 Powell	2010	Proposed	RENT	188	11	0	17	160
BofA/Oaks Parking Mixed Use	San Pablo bet 41st & 42nd E	2010	Tentative	OWN	78	3	4	0	71
4300 San Pablo Avenue	4300 San Pablo	2012	Tentative	OWN	30	15	15	0	0
Beaudry Street Townhouses	Beaudry/59th	TBD	Tentative	OWN	4	0	0	0	4
Sherwin Williams	Horton Street	2010	Tentative	OWN	250	15	0	35	200
Black & White/Oaks/Fantasy	San Pablo-Park-Emery-40th	2010	Tentative	OWN	52	5	5	0	42
Scattered Site Rental Rehab	Undetermined locations	TBD	Tentative	RENT	10	5	5	0	0
SUBTOTAL CONSTRUCTED OR EXPECTED TO BE COMPLETED IN ABAG GOAL PERIOD OF JULY 2006 - JUNE 2014					**1,990**	**109**	**71**	**160**	**1,650**
				ABAG GOALS FOR PERIOD	1,137	186	174	219	558
				% OF ABAG GOALS MET	175%	59%	41%	73%	296%

**These developments are partially in Oakland. Units listed are in Emeryville portion only. Total unit counts for each development are as follows: 39th/Adeline: 107; MacArthur Mixed Use: 99

Ownership projects require 20% moderate income set aside; those with low or very low income units assume downpayment assistance through OHAP or other form of developer subsidy.

Grey-shaded projects are rental projects that will be subject to new rental inclusionary levels of AHSA: 6% very low; 9% moderate

ORIGINAL

PURCHASE AND SALE AGREEMENT AND PRELIMINARY ESCROW INSTRUCTIONS

by and between

PULTE HOME CORPORATION
A MICHIGAN CORPORATION
("Pulte")

and

THE EMERYVILLE REDEVELOPMENT AGENCY

("Agency")

50 Public Parking Places
65th Street and Hollis
Emeryville, California

10-6-06

PURCHASE AND SALE AGREEMENT
and
PRELIMINARY ESCROW INSTRUCTIONS
50 Public Parking Places – Glashaus, Emeryville

This Purchase and Sale Agreement and Preliminary Escrow Instructions ("**Agreement**") is made as of the Agreement Date of June _____, 2006, by and between PULTE HOME CORPORATION, A MICHIGAN CORPORATION ("**Pulte**"), and the EMERYVILLE REDEVELOPMENT AGENCY ("**Agency**"). Agency and Pulte are collectively referred to as "**parties**" or individually as a "**party.**"

RECITALS

A. Peterson Real Estate, LLC as to a fifty percent (50%) undivided tenancy-in-common interest, Robert L. Coussan and Mary K. Coussan as trustees under the Coussan Family Trust dated June 28, 1991 and Amended and Restated February 22, 1999 as to a forty-five percent (45%) undivided tenancy-in-common interest, and Lawrence C. Jones, Jr. and Joanie Jones as trustees of the Jones Family Trust dated June 6, 1997 as to a five percent (5%) undivided tenancy-in-common interest (collectively "**Former Owners**") were the owners of improved real property located in the County of Alameda (the "**County**"), City of Emeryville (the "**City**"), State of California, known by the street addresses of 1269, 1289 and 1313 65th Street, which contains approximately 3.1 acres and two buildings and is more particularly described in Exhibit "**A**" attached hereto and incorporated herein (the "**Property**").

B. The Former Owners have agreed to sell and Pulte has agreed to purchase the Property upon the terms and conditions contained in that Purchase and Sale Agreement and Preliminary Escrow Instructions bearing an Agreement Date of December 10, 2004 (the "**Peterson Purchase Agreement**"), the close of escrow under which occurred on May 8, 2006, pursuant to the terms and conditions contained in the Peterson Purchase Agreement, making Pulte the current owner of the Property.

C. On December 8, 2005, the City granted City's approval that will allow Pulte to construct a high-density residential, for-sale project on the Property after Pulte acquires title to the Property, which would consist of a multi-story podium building comprised of an on-grade first-floor for parking, a second-floor for parking and approximately seventy-three condominium residential units and several commercial/retail condominium units to be constructed adjacent to or on top of the parking floors, to be located along the Hollis Street portion of the Property (the "**Podium Building**") and approximately eighty on-grade residential condominium/townhouse units. The Podium Building, on-grade residential condominium/townhouse units and two retail units are collectively referred to herein as the "**Project**".

D. The Agency has previously notified the Former Owners that the Agency was considering, in connection with major redevelopment projects to be undertaken under the North Hollis Area Urban Design Program ("**Program**"), condemnation proceedings against the Property. The Agency has also notified the Former Owners and

Pulte that Pulte's proposed development for the Property meets the Agency's goals under the Program by Agency's purchase of the Public Parking Places (defined below) to be located on the Property.

E. Pulte and Agency desire to pursue a project involving Pulte's development of such public parking places within the first floor of the Podium Building, as described on the drawing described as "Podium Basement Level Building Plan (Street Level)" prepared by KKE Architects, attached hereto as **Exhibit "B-1"**, which will be in the form of several condominium units that will contain such fifty (50) parking places described in the legal description and drawing for the legal description of the Public Parking Places attached hereto as **Exhibit "B-2,"** plus an undivided 1/5th interest in the real property parcel that contains the Podium Building (the "**Public Parking Places**"), and Agency's purchase of such Public Parking Places from Pulte upon the satisfactory completion of the Podium Building, including Public Parking Places, after Pulte acquires title to the Property from the Former Owners.

F. Agency desires to purchase and Pulte desires to sell the Public Parking Places under the terms and conditions contained in this Agreement.

The parties agree as follows:

1. Definitions. The following terms have the meaning as set forth:

1.1. Agreement Date. The "**Agreement Date**" is the date set forth above.

1.2. Purchase Price. The "**Purchase Price**" to be paid by Agency for the Public Parking Places at the Close of Escrow is Two Million Dollars ($2,000,000), to be paid in readily available funds at the Close of Escrow.

1.3. Closing Date. The "**Closing Date,**" the date on which the Close of Escrow is to occur, will be the date that is ten (10) business days after the date on which all Closing Conditions described in Section 8 have been satisfied or expressly waived by the party for whose benefit such Closing Conditions exists.

1.4. Close of Escrow. The "**Close of Escrow**" or the "**Closing**" is when the Grant Deed conveying title of the Public Parking Places to Agency is recorded in the Official Records of the County.

1.5. Outside Closing Date. The "**Outside Closing Date,**" the latest date for the Close of Escrow, is March 31, 2008, after which date either party may terminate this Agreement upon written notice.

1.6. Title Company. The "**Title Company**" is Chicago Title Company, One Kaiser Plaza, Suite 745, Oakland, CA 94612; Attention: Kris Owens, Escrow Officer, whose fax number is (510) 465-0738 and whose phone number is (510) 451-8888.

1.7. Title Report. The "**Title Report**" is the fourth updated preliminary title report issued by Title Company, dated as of May 11, 2006 Amended, Order No. 06-59101648-D-JK attached hereto as **Exhibit "C."**

1.8. Subdivision Processing. "**Subdivision Processing**" is the process of obtaining the Final Approval from the City and other governmental agencies, required for the subdivision of and construction on the Property of Pulte's intended Project in substantial conformity to the Tentative Map, according to local, state and federal laws and regulations, including, but not limited to, the Entitlements.

1.9. Final Approval. "**Final Approval**" of the Subdivision Processing and Entitlements will occur at such time as the Council or such other applicable authorized governing board or officer of the City, and all other applicable governmental bodies and authorities have issued their final approval of such map, permit or other development right or privilege, subject to terms and conditions acceptable to Pulte in Pulte's reasonable satisfaction for Pulte's intended Project, and all administrative appeals periods, referendum filing periods or statute of limitations for legal challenge (if any) for such approval have expired without the filing of any challenge, petition for referendum, appeal or legal action or if such challenge, appeal, referendum or legal action has been commenced, such matters are finally resolved to Pulte's reasonable satisfaction.

1.10. Entitlements. "**Entitlements**" are all rights, permits, approvals, agreements, authorizations and "will serve" letters granted or issued by the City, utility companies and other state, federal or local governmental and quasi-governmental agencies and districts, including, but not limited to, any school districts, utility district, flood control district, fire departments, water suppliers, sewer districts, assessment districts, utility companies, Army Corps of Engineers, EPA, Department of Fish and Game, California Environmental Protection Agency Department of Toxic Substances Control, Regional Water Quality Control Board, LAFCO, Cal Trans and the Department of Real Estate, for the development, construction, sale and occupancy of the Property as subdivided, residential and commercial lots or units, including, but not limited to, traffic allocations, building allocations, environmental impact reports, negative declarations, building permits, sewer, water and other utility allocations, general plan amendment, specific plan, conditional use or planned development permits, zoning, variances, conditions of approvals, development agreements, final subdivision public reports and tentative and final subdivision maps, and the declarant's rights under any declaration of covenants, conditions and restrictions affecting the Property, whether now existing or granted by the Close of Escrow. The execution of this Agreement by Agency does not constitute the granting of, or a commitment to obtain, any required land use permits, entitlements or approvals required by the City.

2. Agreement for Purchase and Sale. Pulte hereby agrees to sell the Public Parking Places to Agency, and Agency agrees to purchase the same from Pulte, for the Purchase Price, on and subject to all the terms and conditions in this Agreement. Such purchase and sale will be completed through an escrow (the "**Escrow**") with Title Company acting as the escrow agent. Pulte will open the Escrow by depositing a copy of the fully executed Agreement with Title Company within three (3) business days after the Agreement Date.

3. Payment of the Purchase Price. The entire Purchase Price will be paid in readily available funds at the Close of Escrow.

4. Title.

4.1. Condition of Title. At the Close of Escrow Title Company shall deliver to Agency, at Agency's expense, a ALTA owner's standard coverage policy of title insurance and a CLTA 101.4 endorsement insuring Agency against unrecorded mechanic's liens and such other endorsements as may reasonably be requested by Agency (the "**Title Policy**"), dated as of the Closing Date, insuring Agency in an amount equal to the Purchase Price for the Public Parking Places, and showing title to the Public Parking Places in Agency subject only to: (i) the Permitted Exceptions, as defined in Section 4.6 below, and (ii) the printed exceptions and exclusions contained in the Title Policy. Pulte shall bear all real property taxes, bonds and assessments associated with the Public Parking Places and any related or underlying real property interest. Agency will pay the costs of obtaining any survey, if required by the Title Company to issue the Title Policy.

4.2. Title Report Exceptions. Agency hereby approves the following title exceptions as shown on the Title Report described in Section 1.7: Ordinance 87-07 (Exception No. 6). Such exceptions in the Title Report that are so approved are the "**Approved Title Report Exceptions.**" Agency will be deemed to have objected to and Pulte will be deemed to have agreed to remove by the Close of Escrow, at Pulte's expense (i) all exceptions in the Title Report other than the Approved Title Report Exceptions; (ii) all leases, memoranda of purchase rights, or mortgages, deeds of trust or other encumbrances, recorded against the Public Parking Places; (iii) any mechanic's liens that may be on the Public Parking Places; and (iv) all real property taxes, bonds and special assessments that have accrued but are not yet due or payable before Close of Escrow shall be allocated as set forth in Section 10.6, below.

4.3. Former Owners' Grant Deed Covenants. According to the Purchase Agreement, at the Close of Escrow between Pulte and the Former Owners, the conveyance of the Property to Pulte was in the form of the grant deed in the form attached to the Peterson Purchase Agreement as Exhibit "I" (the "**Former Owners' Grant Deed**") in which Pulte agreed to indemnify the Former Owners from certain matters, including, but not limited to, liability for Hazardous Materials on the Property. Former Owners' Grant Deed that was recorded on May 8, 2006 as Instrument No. 2006183299 contains the following provision (the "**Former Owners' Grant Deed Indemnity Provisions**"):

> "The indemnity obligations set forth in the paragraphs above, but no other provisions of the Agreement, shall be covenants running with the land (in accordance with California Civil Code Section 1468) and be binding on all future owners of the Property other than end users or owners of residential or commercial/retail units constructed on the Property, a homeowners' association for the Property, utility companies, governmental or quasi-governmental agencies or districts including, but not limited to, a redevelopment agency or the City of Emeryville ("Excepted Owners"). The forgoing indemnity obligations shall be included in all deeds transferring the fee simple title to the Property other than in deeds to Excepted Owners or deeds for the grant of easements or dedications.
>
> . . .

"Such covenant running with the land shall automatically cease to run with the land upon any lot, parcel or unit that is conveyed to an Excepted Owner. Upon the conveyance to an Excepted Owners neither such Excepted Owner, nor any Excepted Owner's mortgagees, heirs, successors and assigns, shall have any obligation or liability regarding the covenants contained in this deed."

The parties acknowledge and agree that Agency is an Excepted Owner under the foregoing provision of such Former Owner's Grant Deed and that Title Company's willingness to exclude the Former Owners' Grant Deed Indemnity Provisions as a listed exception on the Title Policy is included within Agency's Closing Conditions. To the extent required by Title Company, Pulte shall use good faith diligent efforts to obtain an estoppel certificate from Former Owners sufficient to cause removal of the Former Owners' Grant Deed Indemnity Provisions as a listed exception on the Title Policy.

4.4. Declaration of Covenants, Conditions and Restrictions. Pulte intends to prepare and record after Pulte acquires title to the Property one or more Declarations of Covenants, Conditions and Restrictions ("**CC&Rs**"), which will provide for a homeowners' association ("**HOA**") that will have the responsibility for the maintenance of the common areas of the Property and Project, including, but not limited to, the roof and structural components of the Podium Building and other buildings comprising the Project. The CC&Rs shall be in a form reasonably acceptable to Agency and shall provide, among other things, (i) that all owners other than Agency of the residential and commercial/retail units within the Project will be members of the HOA and be subject to the obligations and liens to pay regular, special and penalty assessments for the operation of the HOA and maintenance of the common areas of the Property and the Project, (ii) that the Agency will be a limited member of the HOA and will not be subject to the obligations and liens to pay regular assessments for the operation of the HOA and maintenance of the common areas of the Property or the Project or any special or penalty assessments regardless of purpose, (iii) that the Public Parking Places will not be subject to the use covenants and restrictions of the CC&Rs, and (iv) that the Agency will be subject to only those portions of the CC&Rs which establish the Public Parking Places as the lawful condominium interest coupled with an interest in real property identified above. Instead, Agency and its successors and assigns will be obligated to make periodic payments to the HOA for operation of the HOA and maintenance of the common areas as they relate to the Public Parking Places, pursuant to the Reciprocal Easement Agreement described in the next Section. Pulte agrees to deliver to Agency a preliminary draft of the CC&Rs at such time as they have been prepared, before they are submitted to the California Department of Real Estate (the "**DRE**") for Agency's written comments and approval. Agency shall not have the right to comment on, approve or disapprove any provision of the CC&Rs that does not have a material direct affect on Agency's ownership or use of the Public Parking Places, or upon any Agency financial obligations whether or not related to the Public Parking Places. If Agency does not, within fifteen (15) days after Agency's receipt of the draft CC&Rs, deliver to Pulte any such objections with recommendations of what modifications, if any, would remove Agency's objections, then Pulte shall deliver to Agency a written request for Agency's objections to the draft CC&Rs, if any, together with a copy of such draft CC&Rs'

"Second Notice." Such notice shall state in bold, 12-point print, "Second Notice: Failure to respond within fifteen (15) days will result in Agency's deemed approval of the enclosed draft CC&Rs." Agency's failure to deliver its objections or recommendations of modifications to Pulte within fifteen (15) days after delivery of the Second Notice will then be deemed as Agency's approval of the draft CC&Rs as delivered to Agency. If Agency gives Pulte written objections to any provisions of the draft CC&Rs delivered to Agency, the parties shall meet and confer to resolve any differences. Subject to the foregoing, Agency acknowledges that the CC&Rs must meet the requirements of the DRE and that Agency will not object to those provisions of the CC&Rs required to meet the DRE's approval, including any modification to the CC&Rs that have been approved by Agency, which are required by the DRE.

4.5. Reciprocal Easement Agreement. Certain portions of the Public Parking Places will be required for support of the Podium Building structure, and certain portions of the Podium Building and Property will be required for use by members of the public for ingress, egress and access to and from the Public Parking Places, for utility purposes, and for support of the Public Parking Places. Reciprocal easements for such access, utility purposes and support will be set forth in a Reciprocal Easement Agreement in substantially the form as attached hereto as **Exhibit "E"** (the **"REA"**), which the parties agree to execute and deposit into Escrow for recording immediately after the Grant Deed from Pulte to Agency is recorded, which will run with the land and be binding upon and inure to the benefit of the successive owners of the Property, including the Public Parking Places as specifically set forth in the REA. As set forth in the REA, Agency, its successors and assigns, will be obligated to maintain the Public Parking Places and pay periodic amounts to the HOA for the repair, replacement and maintenance of certain portions of the common area within the Podium Building that are for the benefit of the Public Parking Places.

4.6. Permitted Exceptions. The Approved Title Report Exceptions, the real property taxes and assessments to the extent not yet due, payable, or delinquent, the CC&Rs, the REA and any title exception that City imposes against title to the Public Parking Places pursuant to City's Subdivision Processing are referred to herein as the **"Permitted Exceptions."** Agency shall have the right to approve or disapprove, in its sole discretion, any exceptions reported by the Title Company other than the Permitted Exceptions.

5. Representations of Pulte. Pulte makes the following representations and warranties to Agency, each of which is material and being relied upon by Agency, is true in all respects as of the Agreement Date, will be true in all respects at the Close of Escrow and will survive the Close of Escrow.

5.1. Authority. Pulte is a duly organized and validly existing corporation in good standing in the State of Michigan and qualified to do business and in good standing in the State of California. The execution and delivery of this Agreement has been duly authorized and approved by all requisite action and the consummation of the transactions contemplated hereby will be duly authorized and approved by all requisite action of Pulte, and no other authorizations or approvals will be necessary in order to enable Pulte to enter into or to comply with the terms of this Agreement, which constitute legal, valid and binding obligations of Pulte.

5.2. No Litigation. There are no actions, suits, claims or other proceedings pending or, to Pulte's actual knowledge, threatened, against Pulte that could affect Pulte's ability to perform hereunder.

5.3. No Bankruptcy. No proceedings under any federal or state bankruptcy or insolvency laws have been commenced by or against Pulte that have not been terminated; no general assignment for the benefit of creditors has been made by Pulte; and no trustee or receiver of Pulte's property has been appointed.

5.4. No Notice of Violation. Pulte has not received any written notice or information regarding the Property's failure to comply with or violation of any applicable law, rule, regulation, ordinance or government directive from any administrative or governmental authority or any restrictive easements or covenants affecting the Property.

6. Disclosure Regarding Hazardous Materials. Pulte has disclosed to Agency that prior to Pulte's acquisition of the Property from the Former Owners that the Property has been known to contain Hazardous Materials as disclosed by the Hazardous Materials Report listed on **Exhibit "H"** attached hereto, the receipt of such reports is hereby acknowledged by Agency. Pulte has completed the removal and/or treatment of Hazardous Materials to the satisfaction of the regulatory agencies asserting jurisdiction over the Property with regard to Hazardous Materials (the "**Environmental Agencies**"), as described in the Removal Action Completion Report Glashaus Site, prepared by Geomatrix Consultants, Inc., dated March 27, 2006 (the "**Completion Report**"), the Conditional No Further Action for Soil and Groundwater Remediation and Soil Gas Mitigation, Glashaus, 1269, 1289 and 1301 65th Street, Emeryville - Letter dated March 31, 2006 from the City of Emeryville addressed to Mr. John Wolfenden, California Regional Water Quality Control Board, San Francisco Region (the "**Conditional NFA Letter**"), and the April 21, 2006 letter from Susan G. Colman on behalf of the City of Emeryville as the lead agency, regarding the Agency's Concurrence with Conditional No Further Action (Revised) - Glashaus, 1269, 1289 and 1301 65th Street, Emeryville (the "**Concurrence Letter**"). Pulte agrees to be responsible for the completion of the additional work specified in the Completion Report, the Conditional NFA Letter and the Concurrence Letter (each of which are incorporated by reference herein), as being needed to complete the remediation of the Property.

7. Representations of Agency. Agency makes the following representations and warranties to Pulte, each of which is material and being relied upon by Pulte, is true in all respects as of the Agreement Date, will be true in all respects at the Close of Escrow. Agency's representations and warranties shall survive the Close of Escrow and shall not be merged with the Grant Deed delivered at Closing.

7.1. Formation. Agency is a public body, corporate and politic, existing pursuant to the Community Redevelopment Law (California Health & Safety Code section 33000 et seq.), which has been authorized to transact business pursuant to action of the City.

7.2. Agency's Authority. Agency has the authority to enter into this Agreement and the REA and perform all of Agency's obligations thereunder, and all authorizations and consents as may be required as a condition to Agency's entering into,

being bound by this Agreement and the REA or performing Agency's obligations pursuant to this Agreement and the REA have been obtained before the Agreement Date, and such authorizations specifically authorize each person signing this Agreement and the REA on behalf of Agency to sign this Agreement and the REA on behalf of Agency and to bind Agency to this Agreement and the REA without any further act or authorization.

7.3. No Legal Restraints. To the best of Agency's knowledge, there are no judgments, actions, decrees or other legal restraints or causes of action that would prevent or prohibit Agency from accepting the Public Parking Places as and when required hereunder or otherwise performing Agency's obligation under this Agreement or the REA.

7.4. Availability of Funding of the Purchase Price. Agency has obtained all approvals and appropriations of the funding necessary to pay the Purchase Price at the Close of Escrow and otherwise perform Agency's obligations under this Agreement, and such funds are currently available for such purposes.

8. Closing Conditions. The Close of Escrow is subject to the satisfaction or express written waiver of the party for whom such condition expressly benefits (the "**Closing Conditions**"):

8.1. Pulte's Condition Precedent. Pulte's obligation to sell the Public Parking Places is conditioned upon fulfillment of each of the following conditions, which are for Pulte's benefit, and may be waived in part or in whole by Pulte ("**Pulte's Closing Conditions**"):

8.1.1. Agency Performed All Obligations. Agency shall have timely performed all Agency's obligations under this Agreement.

8.1.2. Agency's Representations and Warranties Are True. All the warranties and representations of Agency set forth in this Agreement shall be true and correct in all material respects at the time when made and at the Close of Escrow.

8.1.3. Intentionally omitted.

8.1.4. Title Company Can Issue Title Policy. The Title Company shall be ready, willing and able to issue the Title Policy to Agency at the Close of Escrow, subject only to the Permitted Exceptions.

8.1.5. Final Approval of the Entitlements. The City has granted its Final Approval to the Entitlements.

8.1.6. Certificate of Occupancy Granted. Pulte has completed the construction of the entire Podium Building, the City has approved the final building inspection of the Podium Building, and the City has issued its permanent certificate of occupancy or other authorization which will allow all the residential and commercial units in the Podium Building to be occupied as residences and commercial units and all the parking areas within the Podium Building to be used for vehicle parking by either members of the public and/or by the occupants of the residential and commercial units within the Podium Building, according to the Entitlements.

8.1.7. REA is Recorded. The REA has been executed by Pulte and Agency and may be recorded in the Official Records of the County simultaneously with the recording of the Grant Deed at the Close of Escrow.

8.1.8. Environmental Closure Notification. Pulte shall have obtained issuance of the Environmental Closure Notification and provided copies of the Environmental Closure Notification to Agency.

8.2. Agency's Condition Precedent. Agency's obligation to purchase the Public Parking Places is conditioned upon fulfillment of each of the following conditions, which are for Agency's benefit, and may be waived in part or in whole by Agency (**"Agency's Closing Conditions"**):

8.2.1. Pulte Performed All Obligations. Pulte shall have timely performed all Pulte's obligations under this Agreement.

8.2.2. Pulte's Representations and Warranties Are True. All the warranties and representations of Pulte set forth in this Agreement shall be true and correct in all material respects at the time when made and at the Close of Escrow.

8.2.3. Title Company Can Issue Title Policy. The Title Company shall issue the Title Policy to Agency at the Close of Escrow, subject only to the Permitted Exceptions, and excluding the Former Owners' Grant Deed Indemnity Provisions as set forth in Section 8.2.10 hereof.

8.2.4. Final Approval of the Entitlements. The City has granted its Final Approval to the Entitlements.

8.2.5. Architect's Certificate. Pulte's architect has executed and delivered to Agency an Architect's Certificate in the form attached hereto as **Exhibit "F"** evidencing Pulte's satisfactory completion of construction of the entire Podium Building in accordance with Final Public Parking Places Working Drawings approved by Agency as provided in the Public Parking Places Improvement Agreement attached hereto as **Exhibit "G"**.

8.2.6. Certificate of Occupancy Granted. The City has approved the final building inspection of the Podium Building, and the City has issued its permanent certificate of occupancy or other authorization which will allow all the residential and commercial units in the Podium Building to be occupied as residences and commercial units and all the parking areas within the Podium Building to be used for vehicle parking by either members of the public and/or by the occupants of the residential and commercial units within the Podium Building, according to the Entitlements.

8.2.7. REA is Recorded. The REA has been executed by Pulte and Agency and is in a form that can and shall be recorded in the Official Records of the County simultaneously with the recording of the Grant Deed at the Close of Escrow.

8.2.8. Approval of CC&R's. Agency shall have approved, in its reasonable discretion, the final form of CC&R's for the Project, according to Section 4.4.

8.2.9. Environmental Closure Notification. Pulte shall have obtained issuance of the Environmental Closure Notification and provided copies of the Environmental Closure Notification to Agency.

8.2.10. Former Owners' Grant Deed Indemnity Provisions. The Former Owners' Grant Deed Indemnity Provisions shall not be an exception to the Title Policy.

8.3. Best Efforts to Satisfy Conditions. Each party who may have reasonable control over the satisfaction of such conditions shall use such party's best efforts to satisfy such conditions before the Outside Closing Date for the Public Parking Places. Notwithstanding the foregoing, it is expressly acknowledged, understood and agreed by the parties that (a) each City and Agency shall act independently, reserving full and complete discretion with respect to any approvals (including City Council and Planning Commission actions and CEQA approvals), (b) nothing in this Agreement or the REA is intended to or shall abrogate or delegate City's or Agency's discretionary powers, and (c) nothing in this Agreement or the REA is intended to or shall prejudge or commit to City or Agency regarding any findings and determinations to be made.

8.4. Effect of Failure of Closing Conditions. If all the Closing Conditions have not been satisfied or expressly waived in writing by the party in whose favor the condition exists by the Outside Closing Date, then either party may terminate this Agreement by giving the other party written notice prior to Close of Escrow.

9. Construction of the Podium Building.

9.1. Commencement and Completion of Construction. Subject to force majeure delays as provided in Section 18 below, Pulte will, at Pulte's expense, commence construction of the Podium Building within sixty (60) days after the last to occur of (i) Pulte's close of escrow for purchase of the Property pursuant to the Peterson Purchase Agreement, and (ii) Pulte's receipt of the Final Approval of the Entitlements and issuance of a building permit for all the improvements comprising the Podium Building, including, but not limited to, the Public Parking Places. Subject to force majeure delays as provided in Section 18 below, Pulte shall complete construction of the Podium Building within eighteen (18) months following commencement of construction of the foundation for the Podium Building, but in any event prior to the Outside Closing Date.

9.2. Agency's Option to Terminate. If, for any reason and regardless of any force majeure delays, Pulte has failed to commence pouring of foundations for the Podium Building on or before August 30, 2006, Agency, at its sole option, may terminate this Agreement by Notice to Pulte and, thereafter, neither party shall have any rights or obligations hereunder except for those obligations which by their terms survive termination of this Agreement.

9.3. Prevailing Wage Requirements; Indemnity and Waiver. Pulte acknowledges that Agency has specifically advised Pulte to seek a determination from the California Department of Industrial Relations as to the applicability of State prevailing wage laws and regulations including California Labor Code Section 1720 et seq. (collectively, "**Prevailing Wage Requirements**") to the Public Parking Places and the larger Project, including the Podium Building. Pulte further acknowledges that Agency and its employees, agents, representatives and attorneys have made no representations to Pulte as to the non-applicability of Prevailing Wage Requirements to the Project or any portion thereof. Pulte, based upon its own independent investigation and analysis and in consultation with its legal counsel, has preliminarily determined that,

notwithstanding the construction and subsequent conveyance to Agency of the Public Parking Places, no portion of the construction of the Public Parking Places, Podium Building or Project will be a public works project as defined by Prevailing Wage Requirements, including California Labor Code Sections 1720 and 1720.2, which will require, among other things, (i) under California Labor Code Section 1771, the payment to all workers employed in the construction of such improvements of not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in that chapter, (ii) the maintenance of certified copies of payroll records, and (iii) compliance with apprenticeship requirements. Notwithstanding Pulte's preliminary determination regarding Prevailing Wage Requirements, Pulte shall, at its expense, comply and cause its contractors and subcontractors to comply with all Prevailing Wage Requirements to the extent such Prevailing Wage Requirements are required by law to all or any portion of the Project.

If at any time, any person or entity, including, but not limited to, the California Department of Industrial Relations, the California Division of Labor Statistics and Research or any collective bargaining entity, commences any action or administrative proceeding alleging that the construction of all or any portion of the Project, including the Podium Building and/or the Public Parking Places, must comply with Prevailing Wage Requirements or that all or any portion of such construction was done in violation of the Prevailing Wage Requirements, Pulte agrees to indemnify, defend (with counsel reasonably acceptable to Agency) and hold Agency, City, and their respective officials, officers, employees, volunteers, agents and representatives harmless from any and all present and future liabilities, losses, claims, costs and expenses, including, but not limited to, attorneys' fees and costs, fines, interest and penalties (collectively, "**Prevailing Wage Claims**") arising out of the actual or alleged violation of the Prevailing Wage Requirements by Pulte and/or its representatives, agents, contractors or subcontractors, including all Prevailing Wage Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781.

Pulte hereby waives, releases and discharges forever Agency, City, and their respective officials, employees, officers, volunteers, agents and representatives, from any and all present and future Prevailing Wage Claims arising out of or in any way connected with Pulte's obligation to comply with all applicable Prevailing Wage Requirements in connection with the Project. Pulte is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

As such relates to this Section 9.3, Pulte hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

The provisions of this Section will survive the Close of Escrow and the termination of this Agreement.

10. Escrow Closing.

10.1. Closing Date. Subject to the satisfaction or express written waiver (by the party in whose favor the condition exists) of all Pulte's Closing Conditions and Agency's Closing Conditions described above, the Close of Escrow for the Public Parking Places shall occur on the Closing Date.

10.2. Grant Deed. Title to the Public Parking Places shall be conveyed by the Grant Deed in the form attached hereto as **Exhibit "E."** The transfer taxes, if any, will be shown by a separate unrecorded statement.

10.3. Deposit of Funds and Documents into Escrow. Agency shall, at least three (3) business days before the Closing Date, deposit or cause the deposit of the Purchase Price and Agency's share of the closing costs and prorations, a Certificate of Acceptance substantially in the form attached as Exhibit B to the Grant Deed, and a counterpart of the REA executed by Agency and in recordable form, and other instruments and funds as are necessary to close and consummate the sale of the Public Parking Places, other than those funds and instruments that Pulte is required to deposit. On the later of the business day before the Closing Date or the business day after Agency has complied with the preceding sentence, Pulte shall deposit the Grant Deed and a counterpart of the REA executed by Pulte, both in recordable form, and all other funds and documents necessary to close the Escrow.

10.4. California Franchise Withholding. Pulte shall deposit with Title Company evidence satisfactory to Agency and Title Company that Pulte is exempt from the provisions of Sections 18662 of the California Revenue and Taxation Code and that neither Agency nor Title Company is required to withhold any amounts from the Purchase Price pursuant thereto. If Pulte has not provided such evidence, Title Company will withhold three and one-third percent (3-1/3%) of the Purchase Price and remit the amount withheld to the California Franchise Tax Board in accordance with the provisions of Sections 18662 of the California Revenue and Taxation Code.

10.5. FIRPTA Certificate. Pulte shall execute and deliver to Title Company a certificate satisfying the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended (the **"FIRPTA Certificate"**).

10.6. Prorations. Pulte will pay all delinquent general and special real property taxes, bonds and assessments with respect to the Public Parking Places. All non-delinquent general and special real property taxes, bonds and assessments with respect to the Public Parking Places that have accrued as of the date of the Close of Escrow shall be paid by Pulte as of the Closing Date based upon the latest available tax bills using customary escrow procedures. If any matter was not properly prorated at the Close of Escrow, the parties agree to make such prorations in cash outside of the Close of Escrow when the correct proration are determined. The parties acknowledge that Agency will, as an exempt public entity, make such applications after the Close of Escrow as necessary to cause the Public Parking Places to be exempt from general and special real property taxes, bonds and assessments from and after the date of the Close of Escrow.

10.7. Possession. Pulte shall deliver possession of the Public Parking Places to Agency at the Close of Escrow, subject to the Permitted Exceptions.

10.8. Costs of Escrow. At the Closing, Agency shall pay the premium for the Title Policy and Agency and Pulte shall each pay one-half of the Escrow fees. All other closing costs, including County and any City transfer taxes and recording fees, shall be divided and paid as customary in the County, as determined by Title Company.

10.9. Reporting to Internal Revenue Service. Title Company shall report this transaction to the Internal Revenue Service as required by law.

11. Broker's Commission. No broker, agent or finder was used by either party in this transaction. Pulte and Agency each hereby represents to the other that they have not entered into any agreement or incurred any obligation which might result in the obligation of the other party to pay a brokerage commission or a finder's fee arising out of this transaction, and each agrees to indemnify and hold the other harmless from any claims, liabilities, or expenses including attorneys' fees arising out of claim for a brokerage commission or finder's fee because of any act of the indemnifying party.

12. Notice of Default. Neither Pulte nor Agency will be in default under this Agreement, unless and until the other party gives the defaulting party written notice that specifies the particulars of such default and what action if any would be required to cure such default and such default is not cured within ten (10) business days after such notice of default is given to the defaulting party. If such notice of default is given and the ten-business day cure period expires after the Closing Date then in effect, the Closing Date then in effect shall be automatically extended to the date that is the earlier of (a) ten (10) business days after such default has been cured and a notice of such cure has been given to the other party who gave the notice of default, or (b) thirty-five (35) days after such notice of default was given.

13. Damage or Destruction. Pulte agrees to promptly notify Agency in writing in the event of any damage, destruction or casualty ("**Casualty**") to the Podium Building or any part thereof prior to the Close of Escrow. If the Podium Building is damaged by a Casualty, and if neither Pulte nor Agency has elected to terminate this Agreement under this Section 13, Pulte shall promptly and diligently repair the damage and proceed to complete construction of the Podium Building, including the Public Parking Places and any modifications required by then applicable building codes and other laws, and the Outside Closing Date shall be automatically extended to the date that is the earlier of (a) ten (10) business days after the City has approved the final building inspection of the Podium Building, and the City has issued its permanent certificate of occupancy or other authorization as provided in Section 8.2.6 above, or (b) two hundred seventy (270) days after Pulte's Repair Period Notice (defined below).

13.1. Repair Period Notice. Pulte shall, within sixty (60) days after the date of the Casualty, provide written notice ("**Repair Period Notice**") to Agency indicating the anticipated delay in completing construction of the Podium Building, including Public Parking Places, caused by the Casualty. The Repair Period Notice shall be accompanied by a certified statement executed by the contractor retained by Pulte to construct the Podium Building, certifying the contractor's opinion about such anticipated construction delay and the estimated cost of repairing the damage caused by the Casualty.

The Repair Period Notice shall also state, if applicable, Pulte's election either to repair or to terminate this Agreement under Section 13.2.

13.2. Pulte's Option to Terminate or Repair. Pulte may elect either to terminate this Agreement or to repair the Casualty damage and complete construction of the Podium Building if:

(a) The Repair Period Notice estimates that the anticipated construction delay caused by the Casualty exceeds one hundred eighty (180) days from the date of the Casualty; or

(b) The estimated cost of repairing the damage caused by the Casualty as set forth in the Repair Period Notice exceeds the amount of insurance proceeds that are available or would have been available under insurance policies maintained or required to be maintained by Pulte pursuant to Section 15 below (subject to the rights of mortgagees under any mortgage), plus the amount of any deductible provided under such insurance.

Pulte's election shall be stated in the Repair Period Notice.

13.3. Agency's Option to Terminate. If the Repair Period Notice provided by Pulte indicates that the anticipated period for repairing the Casualty damage exceeds one hundred eighty (180) days from the date of the Casualty, Agency may elect to terminate this Agreement by providing written notice ("Agency's Termination Notice") to Pulte within thirty (30) days after receiving the Repair Period Notice. If Agency does not elect to terminate within this thirty (30) day period, Agency shall be considered to have waived the option to terminate.

14. Condemnation. If, before the Close of Escrow, all or part of the Property, as is reasonably material to Pulte's development of the Project, is taken or threatened to be taken by eminent domain or condemnation, other than the requirement for the location of the Public Parking Places on the Property, Pulte may elect either (a) to terminate this Agreement by written notice to Agency, or (b) to consummate sale of the Public Parking Places according to this Agreement without reduction in the Purchase Price.

15. Insurance. Until Close of Escrow, Pulte shall take out and maintain a commercial general liability policy insuring against third party claims for bodily injury or death or property damage arising from activities conducted on or about the Property, including contractual liability coverage of all of Pulte's indemnity obligations under this Agreement (including but not limited to bodily injury, death or property damage), and personal injury, advertising liability, broad form property damage, products and completed operations coverage. Such commercial general liability insurance coverage, which may utilize "umbrella" or "excess coverage" policies above the first One Million Dollars ($1,000,000) of coverage, shall have a limit of at least Two Million Dollars ($2,000,000) per occurrence, and at least Five Million Dollars ($5,000,000) annual aggregate. Such policy or policies shall be written on an occurrence form. Until Close of Escrow, Pulte shall also obtain and maintain commercial automobile liability policy in the amount of Two Million Dollars ($2,000,000), each accident, and builder's all-risk

insurance in an amount not less than the full insurable cost of the buildings and improvements comprising the Project, on a replacement cost basis, and shall furnish or cause to be furnished to Agency evidence satisfactory to Agency that Pulte and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The commercial general liability and comprehensive automobile policies hereunder shall by endorsement name as additionally insureds Agency and City and its and their officers, agents, employees, representatives and volunteers. Pulte shall furnish Agency with a certificate of insurance evidencing the required insurance coverage and a duly executed endorsement evidencing such additional insured status. The certificate shall contain a statement of obligation on the part of the carrier to notify Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by Pulte shall be primary insurance and shall not be contributing with any insurance, self-insurance or joint self-insurance maintained by Agency (or the City), and the policy shall contain such an endorsement. The insurance policies shall contain a waiver of subrogation for the benefit of Agency and City. The required certificate and endorsement shall be furnished by Pulte to Agency within ten (10) days following the execution of this Agreement by the Parties.

16. Indemnity. Pulte shall indemnify, defend (with counsel reasonably acceptable to Agency), protect and hold Agency, City, and their respective officials, officers, employees, agents, representatives and volunteers, harmless from, all claims, demands, damages, defense costs or liability of any kind or nature relating to the construction and development of the Project, including any damages to property or injuries to persons, including accidental death (including reasonable attorneys fees and costs), which may be caused by any of Pulte's activities under this Agreement before or after the Close of Escrow, whether such activities or performance thereof be by Pulte or by anyone directly or indirectly employed or contracted with by Pulte and whether such damage shall accrue or be discovered before or after Close of Escrow or termination of this Agreement. Pulte's indemnity obligations under this Section 16 shall not extend to claims, demands, damages, defense costs or liability for property damage, bodily injury or death occasioned by the sole or active negligence or willful misconduct of Agency or its officers, employees, agents, representatives or volunteers.

17. Compliance with Laws. Pulte shall carry out the work of constructing and developing the Project, including the Podium Building and the Public Parking Places, in conformity with all applicable laws; City zoning and development standards; building, plumbing, mechanical and electrical codes; all other provisions of the City's Municipal Code; and all applicable disabled and handicapped access requirements, including the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.

18. Force Majeure. Subject to the limitations set forth below, Pulte's obligation to commence and complete construction of the Podium Building within the times provided in Section 9.1 above, shall be extended, where delays are due to conditions beyond Pulte's reasonable control, including, but not limited to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of terrorism (whether or not so declared by the government) or the public enemy; epidemics; quarantine restrictions; freight embargoes; labor and material shortages; governmental restrictions or priority; governmental failure or delays in issuing permits or other approvals; litigation; unusually severe weather; or acts or omissions of the other party. An extension of time for any such cause shall be for the period of the force majeure delay and shall commence to run from the time of the commencement of the cause (but in any event shall not exceed a cumulative total of one hundred twenty (120) days), provided Pulte sends notice to Agency within thirty (30) days of the commencement of the cause. Pulte acknowledges and agrees that adverse changes in economic conditions, changes in market conditions or demand, and/or inability to obtain financing or other lack of funding to commence and complete the Project shall not constitute grounds of force majeure delay. Pulte expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Agreement Date. Except as expressly provided in this Section 18, all other obligations to be performed by Pulte and Agency hereunder shall be performed within the times set forth herein and shall not be subject to extension for force majeure events. Times of performance under this Agreement may be extended in writing by the mutual agreement of Agency and Pulte.

19. General Provisions.

19.1. Further Documents. This Agreement shall be primary escrow instructions to Title Company. Each party will, whenever and as often as it shall be requested by the other party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such further instruments and documents as may be necessary in order to complete the sale, conveyance and transfer provided for herein, including without limitation such supplemental escrow instructions as may be reasonably required by Title Company and will do any and all other acts and will execute, acknowledge and deliver any and all documents as may be required in order to carry out the intent and purpose of this Agreement. If there is a conflict between this Agreement and any supplemental escrow instructions, this Agreement shall control.

19.2. Time is of the Essence. Time is of the essence of the Agreement and the Escrow provided for herein.

19.3. Survival. Unless stated otherwise in this Agreement, all covenants, representations and warranties of the parties shall survive the Close of Escrow and will not merge with the deed.

19.4. Assignment. Except as provided below, neither Pulte nor Agency may assign this Agreement without the prior written consent of the other, which will not be unreasonably withheld. Agency may assign its rights and obligations hereunder to City pursuant to a written assignment and assumption agreement, provided a copy thereof is delivered to Pulte. Pulte may assign its rights and obligations under this Agreement to

an entity in which Pulte has a controlling ownership interest, subject to the following conditions: (i) the assignment agreement shall be in writing and shall be in a form reasonably acceptable to Agency counsel, and (ii) as a condition to the effectiveness of such assignment, Pulte Home Corporation, a Michigan corporation, shall enter into a written guarantee agreement in favor of Agency and in form reasonably acceptable to Agency counsel providing for Pulte Home Corporation's unconditional guarantee of the assignee's indemnity obligations to Agency and City with respect to Prevailing Wage Requirements as set forth in Section 9.3, above.

19.5. Inurement. Subject to the restrictions on assignment and transfers above, the terms of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assigns of the respective parties.

19.6. Waiver. A waiver by one party of the performance of any covenant, condition or promise of the other party shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant, condition or promise contained herein. The waiver of either or both parties of the time for performing any act shall not be construed as a waiver of any other act required to be performed at a later date.

19.7. Notices. All notices that are given pursuant to this Agreement shall be in writing. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card. Notices delivered by the United States Express Mail, Federal Express, Airborne Express or another overnight courier that provides next business day delivery (the "**Express Courier**") shall be deemed given on the next business day after deposit of the same with the Express Courier. If any notice is transmitted by facsimile (fax) transmission or similar means, the same shall be deemed received or delivered upon the transmission thereof, provided a copy is also given via personal delivery or deposited with the Express Courier by no later that the next business day after such facsimile transmission. If notice is given or received on a Saturday, Sunday or legal holiday, or on a business day after 5:00 P.M., it shall be deemed given or received on the next business day. For purposes of notice, the addresses of the parties are as follows, which may be changed by five (5) days prior written notice:

To Agency: Emeryville Redevelopment Agency
1333 Park Avenue
Emeryville, CA 94608
Attn: Patrick O'Keeffe, Director of
Economic Development and Housing
Telephone: (510) 596-4350
Facsimile: (510) 596- 4389

With a copy to	Michael G. Biddle, Esq. General Counsel Emeryville Redevelopment Agency 1333 Park Avenue Emeryville, CA 94608 Telephone: (510) 596-4381 Facsimile: (510) 596-3724
and	Gerald J. Ramiza, Esq. McDonough, Holland & Allen PC 1901 Harrison Street, 9th Floor Oakland, CA 94612 Telephone: (510) 273-8780 Facsimile: (510) 839-9104
To Pulte:	Pulte Home Corporation 6210 Stoneridge Mall Road, 5th Floor Pleasanton, CA 94588 Attn: Daniel J. Carroll, VP of Land Telephone: (925) 249-3280 Facsimile: (925) 249-4373
With a copy to:	Daniel R. Kisner, Esq. Kisner Law Firm 3900 NewPark Mall Road, 3rd Floor Newark, CA 94560 Telephone: (510) 791-5790 Facsimile: (510) 791-5791

19.8. Entire Agreement. This Agreement contains the entire agreement between the parties with regard to the Public Parking Places and supersedes all prior written and/or oral representations and/or agreements, including, but not limited to, any letter of intent between the parties.

19.9. Construction. Agency and Pulte acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, any remaining portion of this Agreement shall remain in effect. This Agreement will be enforced and interpreted under the laws of the State of California.

19.10. Attorneys' Fees. Each party will bear its own attorneys' fees and expenses in the preparation and review of this Agreement. If an action is filed by any of the parties hereto, to enforce and/or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

19.11. Days. In computing any period of time by days as provided in this Agreement, the date of the act, event or default from which the designated period of time begins to run will not be included. If the date for performance or last day of any time period stated in this Agreement, including, but not limited to, the Closing Date, falls on a day that is not a business day, then the due date or the duration of such time period will be extended so that it ends on the next succeeding day that is a business day. A "business day" is a day of the week that is not a Saturday, Sunday, or legal holiday recognized by the banks, United States Postal Service or the Recorder of the County.

19.12. Relationship of the Parties. The relationship of Agency and Pulte are solely that of vendor and vendee. Nothing is intended to create a partnership or joint venture between the parities or make one party the agent of the other.

19.13. Headings. Any headings or captions used herein are inserted only as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Agreement nor the intent of any of the provisions hereof.

19.14. Context. The words or phrases that are not proper nouns that begin with capital letters, are defined terms that have the meanings that are assigned to them in this Agreement. The singular form shall include the plural and vice versa; adverbs such as "herein," "hereto," and "hereunder" shall refer to this Agreement in its entirety and not to any specific section or paragraph; and the terms "include," "including," and similar terms shall be construed as though followed immediately by the phrase "but not limited to." "Recorded" means to be recorded in the Official Records of the County. Unless specified to the contrary, any reference to a section or paragraph shall be to a section or paragraph of this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated to it by this reference.

19.15. Counterparts. This Agreement may be signed by the parties in different counterparts and the signature pages combined shall create a document binding on all parties.

19.16. Effective Date. The effective date of this Agreement shall be the Agreement Date.

19.17. Agency Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by Agency, the Agency Executive Director or General Counsel or his or her designee is authorized to act on behalf of Agency, unless specifically provided otherwise or the context requires otherwise.

19.18. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

19.19. Non-liability of Officials and Employees of Agency and City. No member, officer, official, volunteer or employee of Agency (or the City) shall be personally liable to Pulte, or any successor in interest, in the event of any default or breach by Agency or for any amount which may become due to Pulte or its successors, or on any obligations under the terms of this Agreement. Pulte hereby waives and releases any claim it may have against the members, officers, officials, volunteers or employees of Agency (and the City) with respect to any default or breach by Agency or for any amount

which may become due to Pulte or its successors, or on any obligations under the terms of this Agreement.

19.20. Conflicts of Interest. No member, officer, official, volunteer or employee of Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

19.21. Rights of Access. Prior to the Close of Escrow, for purposes of assuring compliance with this Agreement, Agency representatives shall have the right of access to the Property, without charges or fees, at normal construction hours, so long as Agency representatives comply with all safety rules. Agency (or its representatives) shall give Pulte reasonable advance notice prior to exercising its rights pursuant to this Section. Nothing herein shall be deemed to limit the ability of the City to conduct building and other administrative inspections of the Property and the improvements to be constructed by Pulte thereon in accordance with applicable law.

[Signatures on following page]

PULTE

PULTE HOME CORPORATION,
a Michigan corporation

Date of Execution:_____, 2006 By: _____
Steve Kalmbach, its Attorney in Fact

AGENCY

EMERYVILLE REDEVELOPMENT AGENCY

Date of Execution: 10/16, 2006 By: _____
Name: John A. Flores
Title: Executive Director

Approved as to Form:

_____
Michael G. Biddle, Agency General Counsel

LIST OF EXHIBITS

EXHIBIT "A"	LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT "B-1"	PODIUM BASEMENT LEVEL BUILDING PLAN (STREET LEVEL)
EXHIBIT "B-2"	LEGAL DESCRIPTION OF PUBLIC PARKING PLACES
EXHIBIT "C"	TITLE REPORT
EXHIBIT "D"	RECIPROCAL EASEMENT AGREEMENT
EXHIBIT "E"	GRANT DEED TO AGENCY
EXHIBIT "F"	ARCHITECT'S CERTIFICATE
EXHIBIT "G"	PUBLIC PARKING PLACES IMPROVEMENT AGREEMENT
EXHIBIT "H"	LIST OF HAZARDOUS MATERIALS REPORTS

Exhibit "A"

To Purchase and Sale Agreement

LEGAL DESCRIPTION OF THE PROPERTY

[Attach legal description from Title Report]

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EMERYVILLE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Lots 116, 117 and 118 in Block 8, as said Lots and Block are shown on the "Map of the Maxwell Tract, Alameda County, Calif." - filed September 19, 1872, in Book 5 of Maps, Page 21, and a portion of Plot 42, as said Plot is shown on "Kellersberger's Map of
the Ranchos of Vicente & Domingo Peralta", on file in the Office of the County Recorder of Alameda County, described as follows:

Beginning at a point on the southeastern line of 65th Street, formerly Dalton Avenue, distant thereon northeasterly 505 feet from the northeastern line of Green Street, as said Avenue and Street are shown on said Map; running thence along said line of 65th
Street, southwesterly 275 feet; thence at right angles southeasterly 235 feet, 6-1/2 inches to the northwestern line of said Plot 42; thence along the last named line, northeasterly 0.04 feet to a point on said line of Plot 42, distant thereon northeasterly 230.91 feet from said line of Green Street; thence southeasterly, parallel with said line of Green Street, 22 feet, more or less, to the southeastern line of the land conveyed by James Landregan to Porter T. Peabody, by Deed dated March 17, 1866, recorded in Book 67 of Deeds, Page 204, Alameda County Records; thence along the last named line, northeasterly 276.05 feet to a line drawn southeasterly from the point of beginning, at right angles with said line of 65th Street; thence along the line so drawn, northwesterly 235 feet, 11 inches, more or less, to the point of beginning; excepting that portion of Lot 118 in Block 8, as said Lot and Block are shown on the "Map of the Maxwell Tract, Alameda County, California", filed September 19, 1872, in Book 5 of Maps, Page 21, in the Office of the County Recorder of Alameda County, described as follows:

Excepting therefrom, that portion of Lot 118 as conveyed in a Deed from Caine Steel Co. of California to Investment Properties, Inc., recorded March 14, 1952, in Book 6681 of Official Records, at Page 506, Alameda County Records.

Parcel Two:

Beginning at a point in the southerly line of 65th Street (formerly Dalton Avenue) that is the most northwesterly corner of Lot 115 in Block 8, as the said Lot and Block are delineated and so designated upon that certain map entitled, "Map of the Maxwell Tract, Alameda County, California", filed September 19, 1872, in the Office of the County Recorder of said Alameda County; thence south 44° 55' 12.5" east along a line parallel with and distant 10 feet southwesterly, measured at right angles, from the center line of spur track serving Electric Steel Foundry Company, 22.65 feet; thence southeasterly, concentric with and distant 10 feet southwesterly, measured radially from said center line, on a curve to the right having a radius of 181.12 feet, a central angle of 43° 26' 21" (tangent to said curve at last mentioned point is last described course and chord of said curve bears south 23° 12' 02" east, 134.05 feet), an arc distance of 137.31 feet to a point; thence south 01° 57' 39" west, 63.39 feet to a point in the northerly line of Peabody Lane; thence south 71° 14' west along last said line, 14.17 feet to a point in the westerly line of said Lot 115; thence north 14° 18' west along said westerly line, 213.92 feet to the point of beginning.

Parcel Three:

Commencing at a point in the southerly line of 65th Street (formerly Dalton Avenue), also being the most northwesterly corner of Lot 115 in Block 8, as the said Lot and Block are delineated and so designated upon that certain map entitled, "Map of the Maxwell Tract, Alameda County, California", filed September 19, 1872, in the Office of the County Recorder of said Alameda County; thence north 75° 44' east along the southerly line, 23.248 feet to the true point of beginning of the parcel of land to be described; thence continuing along said line of 65th Street, north 75° 44' east, 64.50 feet; thence leaving said line, south 0° 56' 51.5" east, 61.584 feet to a point in a line, parallel with and distant 10.0 feet westerly, measured at right angles, from the center line of Southern Pacific Company's track (formerly westward main track of the 9th Street Berkeley Electric Line); thence south 06° 41' 08.5" west along said parallel line, 47.147 feet to a point in a line concentric with and distant 10 feet northeasterly, measured radially from the center line of spur track serving

Electric Steel Foundry Company; thence northwesterly along said concentric line, on a curve to the left having a radius of 201.12 feet, a central angle of 28° 24' 39.5" (chord of said curve bears north 30° 42' 53" west 98.71 feet), an arc distance of 99.728 feet to a point; thence north 44° 55' 12.5" west, parallel with last said center line, tangent to said curve at last mentioned point, 10.796 feet to the true point of beginning.

Excepting from Parcels Two and Three, above:

The title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying said land, or that may be produced therefrom, including, without limiting the generality of
the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived therefrom, together with the exclusive and perpetual right thereto, without, however, the right to use or penetrate the surface of, or to enter upon said
land below 500 feet of the surface thereof, to extricate or remove the same.

Parcel Four:

Lots 119, 120, 121, Block 8, and a portion of Peabody Lane, as said Lots and Lane are shown on the "Map of the Maxwell Tract, Alameda County, California", filed September 19, 1872, in Book 5 of Maps, Page 21, in the Office of the County Recorder of Alameda County, described as follows:

Beginning at a point on the eastern line of Hollis, formerly Green Street, distant thereon south 14° 23' east, 265.45 feet from the southern line of 65th Street, formerly Dalton Avenue, as said Street and Avenue are shown on said Map; running thence along said line of Hollis Street, north 14° 23' west, 265.45 feet to said line of 65th Street; thence along the last named line, north 75° 23' east, 230 feet to the eastern line of said Lot 119; thence along the last named line, south 14° 37' east, 235.64 feet to the southern line of said Lot 119; thence along the last named line, south 70° 28' west, 1 foot to the eastern line of the parcel of land secondly described in the Deed by Industrial Steel Tank and Body Works to H. B. Higgins, dated August 18, 1945, recorded August 22, 1945, in Book 4736 of Official Records of Alameda County, Page 293, under Recorder's Series No. SS/53916; thence along the last named line, south 14° 23' east, 22 feet to the northern line of Block 16, as said Block is shown on the Map of "The Landregan Tract, Oakland Township, California", filed July 27, 1892, in Book 17 of Maps, Page 80, in the Office of the County Recorder of Alameda County; thence along the last named line, south 70° 28' west, 82.11 feet to a line drawn north 75° 07' east from the point of beginning; thence south 75° 07' west, 148.20 feet to the point of beginning.

Parcel Five:

Portion of Lot 118 in Block 8, as said Lot and Block are shown on the "Map of the Maxwell Tract, Alameda County, California", filed September 19, 1872, in Book 5 of Maps, Page 21, in the Office of the County Recorder of Alameda County, described as
follows:

Beginning at the intersection of the southern line of 65th Street, formerly Dalton Avenue, as said Avenue is shown on said Map, with the western line of said Lot 118; and running thence along said line of 65th Street, north 75° 23' east, 0.50 of a foot; thence south 14° 37' east, 235.60 feet to the southern line of said Lot 118; thence along the last named line, south 70° 28' west, 0.50 of a foot to said western line of said Lot 118; and thence along the last named line, north 14° 37' west, 235.64 feet to the point of beginning.

Parcel Six:

Real property in the City of Emeryville adjacent to the northwest boundary line of Lots 7, 8, and 9, in Block 16, Map of the Landregan Tract, filed July 27, 1892, in Book 17, Page 80, Alameda County Records.

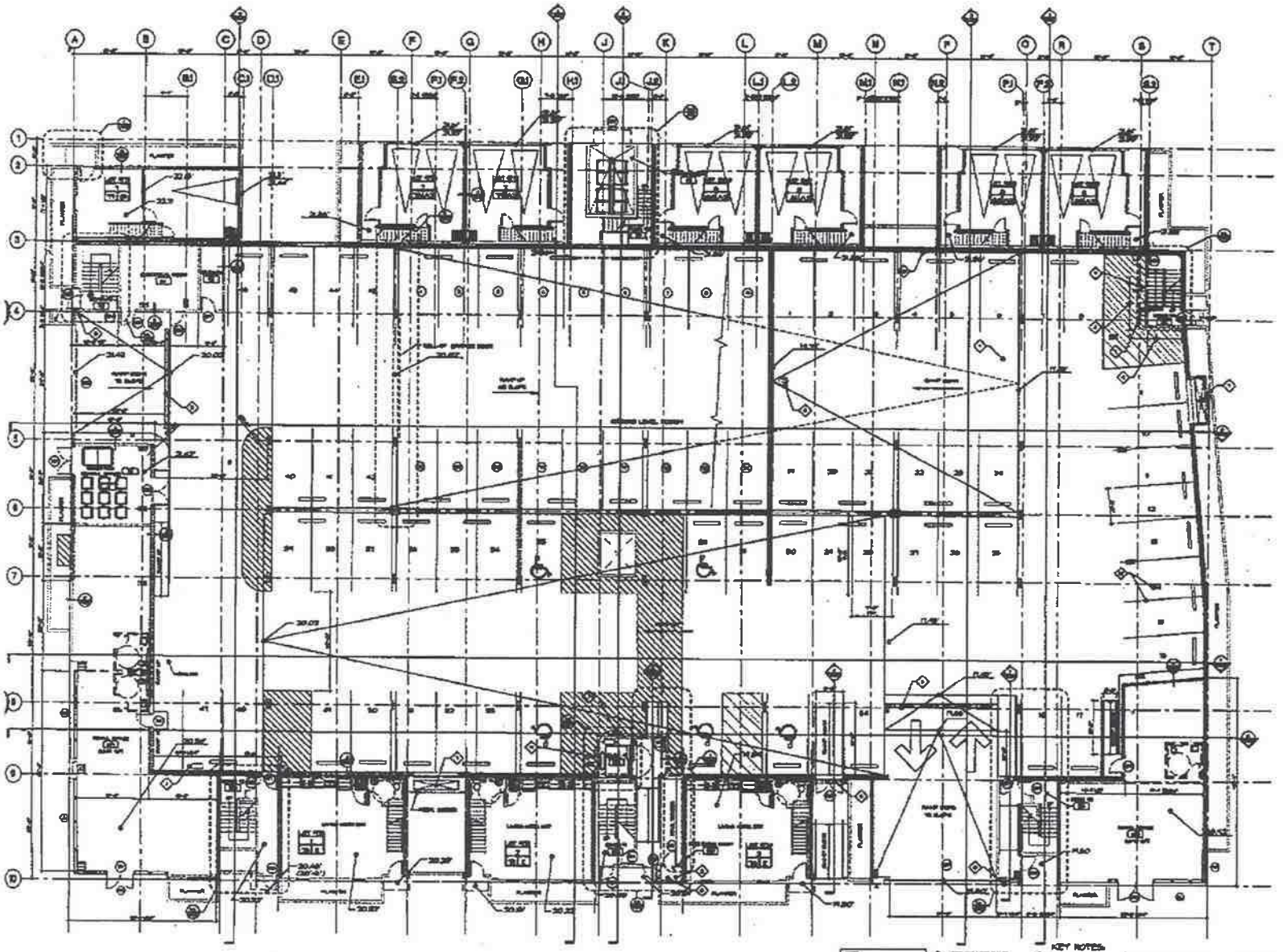
Beginning on the northwest corner of Lot 9 of the abovementioned Tract; thence north 14° 37' west 12.07 feet; thence north 75° 07' east, 148.20 feet to the point on the northwesteern line of Lot 7; thence along the northwestern boundary line of Lots 7, 8, and 9, south 70° 29' 30" west to the point of beginning.

Assessor's Parcel Nos. 049-1504-003-01 (Affects Parcel One)
049-1504-006-01 (Affects Parcel Two)
049-1504-006-02 (Affects Parcel Three)
049-1504-004-01 (Affects Parcels Four and Five)
049-1484-008-01 (Affects Parcel Six)

Exhibit "B-1"

To Purchase and Sale Agreement

Attach the drawing described as "Podium Basement Level Building Plan (Street Level)" prepared by KKE Architects



KK architects

ATTACHMENT TO EXHIBIT "C"

"MID SET - 03/22/07"

Key Plan

GLASHAUS LOFTS

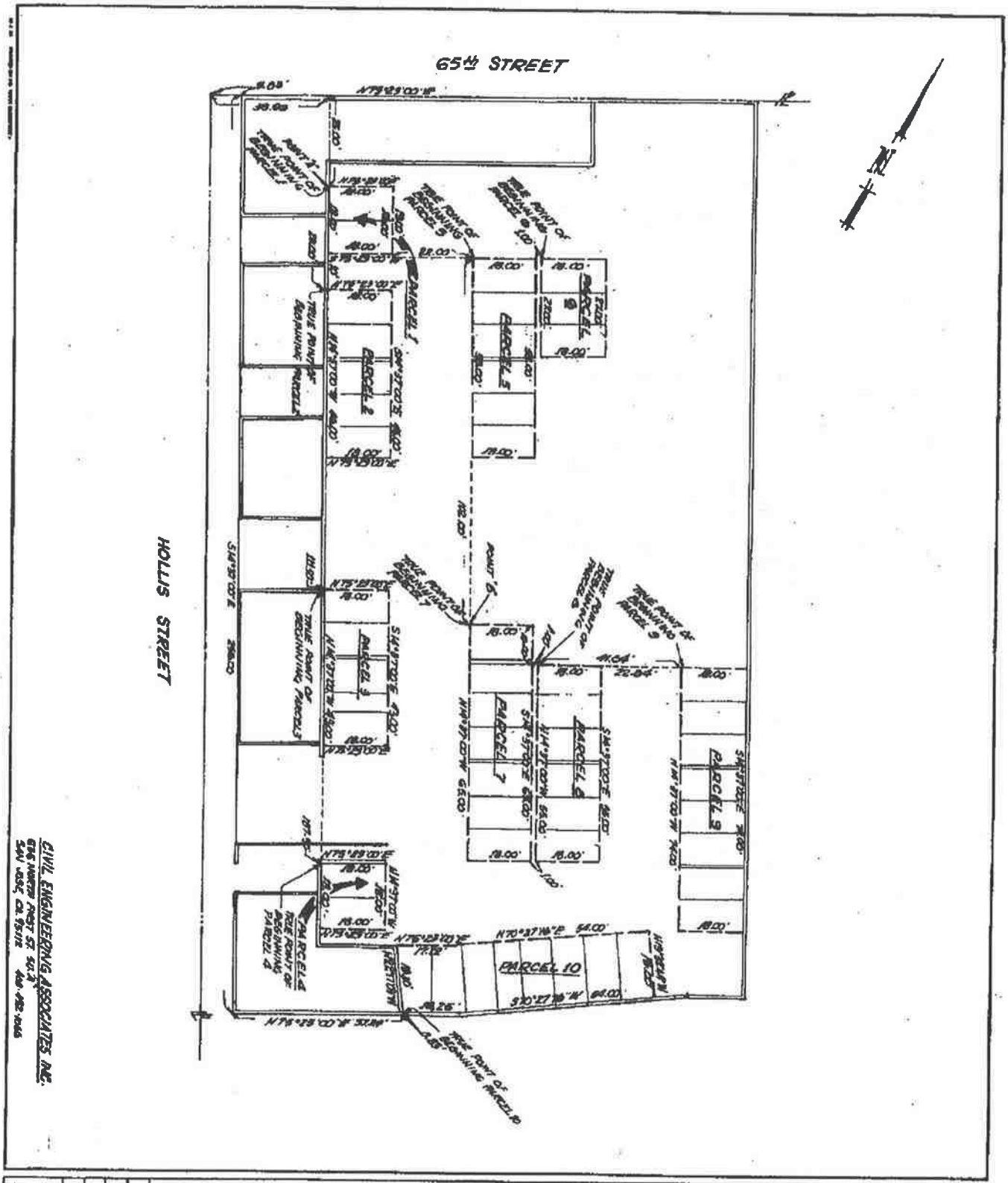
PODIUM BASEMENT LEVEL BUILDING PLAN (STREET LEVEL)

A221

Exhibit "B-2"

To Purchase and Sale Agreement

Attach the legal description and drawing for the legal description of the Public Parking Places



PLAT TO ACCOMPANY DESCRIPTION

GLASHAUS PODIUM 65th & HOLLIS STREETS
EMERYVILLE, CA.

Date JUNE 25, 09
Scale N/A
Drawn DJL
Job 04-140
Sheet
Of Sheets

REVISIONS BY

JUNE 20, 2006 04-140

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF EMERYVILLE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF 65TH STREET 80.00 FEET IN WIDTH AND THE NORTHERLY LINE OF HOLLIS STREET 60.00 FEET IN WIDTH;

THENCE NORTH 75°23'00" EAST ALONG THE EASTERLY LINE OF SAID 65TH STREET A DISTANCE OF 33.66 FEET;

THENCE SOUTH 14°37'00" EAST A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING, AND POINT "A";

THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;

THENCE SOUTH 14°37'00" EAST A DISTANCE OF 18.00 FEET;

THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;

THENCE NORTH 14°37'00" WEST A DISTANCE OF 18.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2

BEGINNING AT SAID POINT "A";

THENCE SOUTH 14°37'00" EAST A DISTANCE OF 28.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;

THENCE SOUTH 14°37'00" EAST A DISTANCE OF 46.00 FEET;

THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;

THENCE NORTH 14°37'00" WEST A DISTANCE OF 46.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3

BEGINNING AT SAID POINT "A";
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 111.50 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 43.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 43.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 4

BEGINNING AT SAID POINT "A";
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 187.50 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 18.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 5

BEGINNING AT SAID POINT "A";
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 19.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 22.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 55.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 55.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 6

BEGINNING AT SAID POINT "A";
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 19.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 41.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 27.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 227.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 7

BEGINNING AT SAID POINT "A";
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 19.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 22.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 102.00 FEET TO POINT "B" AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 65.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 65.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 8

BEGINNING AT SAID POINT "B";
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 10.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 1.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 55.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 55.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 9

BEGINNING AT SAID POINT "B";
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 10.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 41.84 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 74.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 74.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 10

BEGINNING AT THE INTERSECTION OF EASTERLY LINE OF 65TH STREET 80.00 FEET IN WIDTH AND THE NORTHERLY LINE OF HOLLIS STREET 60.00 FEET IN WIDTH;
THENCE NORTH 75°23'00" EAST ALONG THE EASTERLY LINE OF SAID 65TH STREET A DISTANCE OF 9.83 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 256.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 57.24 FEET;
THENCE NORTH 22°17'09" WEST A DISTANCE OF 0.83 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 16.25 FEET;
THENCE NORTH 70°27'16" EAST A DISTANCE OF 54.00 FEET;
THENCE NORTH 19°32'44" WEST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 70°27'16" WEST A DISTANCE OF 54.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 17.12 FEET;
THENCE SOUTH 22°17'09" EAST A DISTANCE OF 18.10 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit "C"

To Purchase and Sale Agreement

Attach preliminary title report issued by Title Company
Dated as of May 11, 2006 Amended, 2006, Order No. 06-59101648-D-JK

Visit Us on our Website: www.ctic.com

Chicago Title Company

6210 Stoneridge Mall Road Ste. 320 • Pleasanton, CA 94588
925 847-0181 • FAX 925 847-0836

PRELIMINARY REPORT

Amended

Title Officer: Jim Kile
Escrow Officer: Jan Costanzo
Escrow No.: 06-**59101648**-JC

Title No.: 06-**59101648**-E-JK
Locate No.: CACTI7701-7701-5591-0059101648

TO: Pulte Home Corporation
6210 Stoneridge Mall Rd
Pleasanton, CA 94588

ATTN: Kevin Ma 925 249 3200

SHORT TERM RATE: Yes

PROPERTY ADDRESS: Assessor's Parcel Nos. 049-1504-003-01; 049-1504-006-01; 049-1504-006-02; 049-1504-004-01; and 049-1484-008-01
Emeryville, California

EFFECTIVE DATE: May 11, 2006, 05:00 P.M.

The form of Policy or Policies of title insurance contemplated by this report is:

ALTA Homeowner's Policy of Title Insurance For a One-To-Four Family Residence (10/22/03)
ALTA Loan Policy (10/17/92) with ALTA Endorsement-Form 1 Coverage

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

   A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

   Pulte Home Corporation, a Michigan Corporation

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

JR\KH 03/15/2006

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EMERYVILLE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Lots 116, 117 and 118 in Block 8, as said Lots and Block are shown on the "Map of the Maxwell Tract, Alameda County, Calif." - filed September 19, 1872, in Book 5 of Maps, Page 21, and a portion of Plot 42, as said Plot is shown on "Kellersberger's Map of
the Ranchos of Vicente & Domingo Peralta", on file in the Office of the County Recorder of Alameda County, described as follows:

Beginning at a point on the southeastern line of 65th Street, formerly Dalton Avenue, distant thereon northeasterly 505 feet from the northeastern line of Green Street, as said Avenue and Street are shown on said Map; running thence along said line of 65th
Street, southwesterly 275 feet; thence at right angles southeasterly 235 feet, 6-1/2 inches to the northwestern line of said Plot 42; thence along the last named line, northeasterly 0.04 feet to a point on said line of Plot 42, distant thereon northeasterly 230.91 feet from said line of Green Street; thence southeasterly, parallel with said line of Green Street, 22 feet, more or less, to the southeastern line of the land conveyed by James Landregan to Porter T. Peabody, by Deed dated March 17, 1866, recorded in Book 67 of Deeds, Page 204, Alameda County Records; thence along the last named line, northeasterly 276.05 feet to a line drawn southeasterly from the point of beginning, at right angles with said line of 65th Street; thence along the line so drawn, northwesterly 235 feet, 11 inches, more or less, to the point of beginning; excepting that portion of Lot 118 in Block 8, as said Lot and Block are shown on the "Map of the Maxwell Tract, Alameda County, California", filed September 19, 1872, in Book 5 of Maps, Page 21, in the Office of the County Recorder of Alameda County, described as follows:

Excepting therefrom, that portion of Lot 118 as conveyed in a Deed from Caine Steel Co. of California to Investment Properties, Inc., recorded March 14, 1952, in Book 6681 of Official Records, at Page 506, Alameda County Records.

Parcel Two:

Beginning at a point in the southerly line of 65th Street (formerly Dalton Avenue) that is the most northwesterly corner of Lot 115 in Block 8, as the said Lot and Block are delineated and so designated upon that certain map entitled, "Map of the Maxwell Tract, Alameda County, California", filed September 19, 1872, in the Office of the County Recorder of said Alameda County; thence south 44° 55' 12.5" east along a line parallel with and distant 10 feet southwesterly, measured at right angles, from the center line of spur track serving Electric Steel Foundry Company, 22.65 feet; thence southeasterly, concentric with and distant 10 feet southwesterly, measured radially from said center line, on a curve to the right having a radius of 181.12 feet, a central angle of 43° 26' 21" (tangent to said curve at last mentioned point is last described course and chord of said curve bears south 23° 12' 02" east, 134.05 feet), an arc distance of 137.31 feet to a point; thence south 01° 57' 39" west, 63.39 feet to a point in the northerly line of Peabody Lane; thence south 71° 14' west along last said line, 14.17 feet to a point in the westerly line of said Lot 115; thence north 14° 18' west along said westerly line, 213.92 feet to the point of beginning.

Parcel Three:

Commencing at a point in the southerly line of 65th Street (formerly Dalton Avenue), also being the most northwesterly corner of Lot 115 in Block 8, as the said Lot and Block are delineated and so designated upon that certain map entitled, "Map of the Maxwell Tract, Alameda County, California", filed September 19, 1872, in the Office of the County Recorder of said Alameda County; thence north 75° 44' east along the southerly line, 23.248 feet to the true point of beginning of the parcel of land to be described; thence continuing along said line of 65th Street, north 75° 44' east, 64.50 feet; thence leaving said line, south 0° 56' 51.5" east, 61.584 feet to a point in a line, parallel with and distant 10.0 feet westerly, measured at right angles, from the center line of Southern Pacific Company's track (formerly westward main track of the 9th Street Berkeley Electric Line); thence south 06° 41' 08.5" west along said parallel line, 47.147 feet to a point in a line concentric with and distant 10 feet northeasterly, measured radially from the center line of spur track serving

Electric Steel Foundry Company; thence northwesterly along said concentric line, on a curve to the left having a radius of 201.12 feet, a central angle of 28° 24' 39.5" (chord of said curve bears north 30° 42' 53" west 98.71 feet), an arc distance of 99.728 feet to a point; thence north 44° 55' 12.5" west, parallel with last said center line, tangent to said curve at last mentioned point, 10.796 feet to the true point of beginning.

Excepting from Parcels Two and Three, above:

The title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying said land, or that may be produced therefrom, including, without limiting the generality of
the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived therefrom, together with the exclusive and perpetual right thereto, without, however, the right to use or penetrate the surface of, or to enter upon said
land below 500 feet of the surface thereof, to extricate or remove the same.

Parcel Four:

Lots 119, 120, 121, Block 8, and a portion of Peabody Lane, as said Lots and Lane are shown on the "Map of the Maxwell Tract, Alameda County, California", filed September 19, 1872, in Book 5 of Maps, Page 21, in the Office of the County Recorder of Alameda County, described as follows:

Beginning at a point on the eastern line of Hollis, formerly Green Street, distant thereon south 14° 23' east, 265.45 feet from the southern line of 65th Street, formerly Dalton Avenue, as said Street and Avenue are shown on said Map; running thence along said line of Hollis Street, north 14° 23' west, 265.45 feet to said line of 65th Street; thence along the last named line, north 75° 23' east, 230 feet to the eastern line of said Lot 119; thence along the last named line, south 14° 37' east, 235.64 feet to the southern line of said Lot 119; thence along the last named line, south 70° 28' west, 1 foot to the eastern line of the parcel of land secondly described in the Deed by Industrial Steel Tank and Body Works to H. B. Higgins, dated August 18, 1945, recorded August 22, 1945, in Book 4736 of Official Records of Alameda County, Page 293, under Recorder's Series No. SS/53916; thence along the last named line, south 14° 23' east, 22 feet to the northern line of Block 16, as said Block is shown on the Map of "The Landregan Tract, Oakland Township, California", filed July 27, 1892, in Book 17 of Maps, Page 80, in the Office of the County Recorder of Alameda County; thence along the last named line, south 70° 28' west, 82.11 feet to a line drawn north 75° 07' east from the point of beginning; thence south 75° 07' west, 148.20 feet to the point of beginning.

Parcel Five:

Portion of Lot 118 in Block 8, as said Lot and Block are shown on the "Map of the Maxwell Tract, Alameda County, California", filed September 19, 1872, in Book 5 of Maps, Page 21, in the Office of the County Recorder of Alameda County, described as
follows:

Beginning at the intersection of the southern line of 65th Street, formerly Dalton Avenue, as said Avenue is shown on said Map, with the western line of said Lot 118; and running thence along said line of 65th Street, north 75° 23' east, 0.50 of a foot; thence south 14° 37' east, 235.60 feet to the southern line of said Lot 118; thence along the last named line, south 70° 28' west, 0.50 of a foot to said western line of said Lot 118; and thence along the last named line, north 14° 37' west, 235.64 feet to the point of beginning.

Parcel Six:

Real property in the City of Emeryville adjacent to the northwest boundary line of Lots 7, 8, and 9, in Block 16, Map of the Landregan Tract, filed July 27, 1892, in Book 17, Page 80, Alameda County Records.

Beginning on the northwest corner of Lot 9 of the abovementioned Tract; thence north 14° 37' west 12.07 feet; thence north 75° 07' east, 148.20 feet to the point on the northwesteem line of Lot 7; thence along the northwestern boundary line of Lots 7, 8, and 9, south 70° 29' 30" west to the point of beginning.

Assessor's Parcel Nos. 049-1504-003-01 (Affects Parcel One)
049-1504-006-01 (Affects Parcel Two)
049-1504-006-02 (Affects Parcel Three)
049-1504-004-01 (Affects Parcels Four and Five)
049-1484-008-01 (Affects Parcel Six)

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. **Property taxes**, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2006-2007.

2. **The lien of supplemental taxes**, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.

3. **An assessment** by the improvement district shown below

Assessment (or Bond) No:	Not shown
Series:	Not shown
District:	City of Emeryville
For:	A.D. Bay Street/Shellmound Street Extension
Original Amount:	$1,220.02

Said assessment is collected with the county/city property taxes.

4. **An assessment** by the improvement district shown below

Assessment (or Bond) No:	Not shown
Series:	Not shown
District:	City of Emeryville
For:	A.D. Bay Street/Shellmound Street Extension
Original Amount:	$880.00

Said assessment is collected with the county/city property taxes.

5. **An assessment** by the improvement district shown below

Assessment (or Bond) No:	Not shown
Series:	Not shown
District:	City of Emeryville
For:	A.D. Bay Street/Shellmound Street Extension
Original Amount:	$20.16

Said assessment is collected with the county/city property taxes.

6. **Ordinance No.** 87-07 by the City Council of the City of Emeryville, approving and adopting the Shellmound Park Redevelopment Plan for the Shellmound Park Redevelopment Project Area, recorded November 10, 1987, Instrument No. 87-305162, Official Records.

7. **Matters** contained in that certain document entitled "Grant Deed" dated May 8, 2006, executed by and between Peterson Real Estate, LLC, Robert L. Coussan and Mary K. Coussan as trustees under the Coussan Family Trust dated June 28, 1991 and Amended and Restated February 22, 1991, and Lawrence C. Jones, Jr. and Joanie Jones as trustees of the Jones Family Trust dated June 6, 1997; and Pulte Home Corporation, a Michigan Corporation recorded May 8, 2006, Instrument No. 2006183299 Official Records.

Reference is hereby made to said document for full particulars.

RK/wlc
06/05/2006

END OF ITEMS

Note 1. **No known matters** otherwise appropriate to be shown have been deleted from this report, which is not a policy of title insurance but a report to facilitate the issuance of a policy of title insurance.

For the purpose of policy issuance, items, if any, which may be eliminated on the basis of an indemnity agreement or other agreement satisfactory to the Company are as follows: none.

Note 2. **Property taxes**, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2005-2006, Assessor's Parcel Number 049-1504-003-01.

Code Area Number:	14-006
1st Installment:	$7,493.18 Paid
2nd Installment:	$7,493.18 Paid
Land:	$492,745.00
Improvements:	$370,998.00
Exemption:	None
Personal Property:	None

Note 3. **Property taxes**, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2005-2006, Assessor's Parcel Number 049-1504-006-01.

Code Area Number:	14-006
1st Installment:	$691.07 Paid
2nd Installment:	$691.07 Paid
Land:	$107,520.00
Improvements:	$0.00
Exemption:	None
Personal Property:	None

Note 4. **Supplemental assessment** for 2005-2006

Bill No.:	11708604
1st Installment:	$5.47 Paid
2nd Installment:	$5.47 Paid

Assessor's Parcel No. 049-1504-006-01
(Supplemental bill is due to "escaped" taxes)

Note 5. **Property taxes**, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2005-2006, Assessor's Parcel Number 049-1504-006-02.

Code Area Number:	14-006
1st Installment:	$600.97 Paid
2nd Installment:	$600.97 Paid
Land:	$89,301.00
Improvements:	$0.00
Exemption:	None
Personal Property:	None

Note 6. **Property taxes**, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2005-2006, Assessor's Parcel Number 049-1504-004-01.

Code Area Number:	14-006
1st Installment:	$20,925.22 Paid
2nd Installment:	$20,925.22 Paid
Land:	$1,337,529.00
Improvements:	$1,132,772.00
Exemption:	None
Personal Property:	None

Note 7. **Property taxes**, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2005-2006, Assessor's Parcel Number 049-1484-008-01.

Code Area Number:	14-006
1st Installment:	$236.08 Paid
2nd Installment:	$236.08 Paid
Land:	$17,165.00
Improvements:	$0.00
Exemption:	None
Personal Property:	None

Note 8. The only deeds affecting said land, which recorded within twenty-four (24) months of the date of this report, as are follows:

Grantor:	1313 6th Street Associates, a California general partnership
Grantee:	Peterson Real Estate, LLC, a 50% undivided tenancy in common interest; Robert L. Coussan and Mary K. Coussan, as Trustees under the Coussan Family Trust dated February 22, 1999, a 45% undivided tenancy in common interest; and Lawrence C. Jones, Jr. and Joanie Jones, as Trustees of the Jones Family Trust dated June 6, 1997, a 5% undivided tenancy in common interest
Recorded:	November 22, 2004, Instrument No. 2004520732, of Official Records
and	
Grantor:	1289 65th Street Associates, a California general partnership
Grantee:	Peterson Real Estate, LLC, a 50% undivided tenancy in common interest; Robert L. Coussan and Mary K. Coussan, as Trustees under the Coussan Family Trust dated February 22, 1999, a 45% undivided tenancy in common interest; and Lawrence C. Jones, Jr. and Joanie Jones, as Trustees of the Jones Family Trust dated June 6, 1997, a 5% undivided tenancy in common interest
Recorded:	November 22, 2004, Instrument No. 2004520733, of Official Records
and	
Grantor:	Peterson Real Estate, LLC, Robert L. Coussan and Mary K. Coussan as trustees under the Coussan Family Trust dated June 28, 1991 and Amended and Restated February 22, 1991, and Lawrence C. Jones, Jr. and Joanie Jones as trustees of the Jones Family Trust dated June 6, 1997
Grantee:	Pulte Home Corporation, a Michigan Corporation
Recorded:	May 8, 2006, Instrument No. 2006183299, of Official Records

Note 9. If a 1970 ALTA Owner's or Lender's or 1975 ALTA Leasehold Owner's or Lender's policy form has been requested, the policy, when approved for issuance, will be endorsed to add the following to the Exclusions From Coverage contained therein:

Loan Policy Exclusion:

Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or

(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or

(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure

a. to timely record the instrument of transfer; or
b. of such recordation to impart notice to a purchaser for value or a judgment or lien creditor

Owner's Policy Exclusion:

Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or

(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure

a. to timely record the instrument of transfer; or
b. of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

Note 10. Wiring Instructions for Chicago Title Company, Pleasanton, CA, are as follows:

Receiving Bank:	Comerica Bank California 9920 So. La Cienega Blvd. Inglewood, CA 90301
ABA Routing No.:	121137522
Credit Account Name:	Chicago Title Company - New Home Center 6210 Stoneridge Mall Road Ste. 320, Pleasanton, CA 94588
Credit Account No.:	1891966440
Escrow No.:	06-**59101648**-JC

These wiring instructions are for this specific transaction involving the Title Department of the Pleasanton office of Chicago Title Company. These instructions therefore should not be used in other transactions without first verifying the information with our accounting department. It is imperative that the wire text be exactly as indicated. Any extraneous information may cause unnecessary delays in confirming the receipt of funds.

Note 11. Section 12413.1, California Insurance Code became effective January 1, 1990. This legislation deals with the disbursement of funds deposited with any title entity acting in an escrow or subescrow capacity. The law requires that all funds be deposited and collected by the title entity's escrow and/or subescrow account prior to disbursement of any funds. Some methods of funding may subject funds to a holding period which must expire before any funds may be disbursed. In order to avoid any such delays, all funding should be done through wire transfer, certified check or checks drawn on California financial institutions.

Note 12. The charge where an order is canceled after the issuance of the report of title, will be that amount which in the opinion of the Company is proper compensation for the services rendered or the purpose for which the report is used, but in no event shall said charge be less than the minimum amount required under Section 12404.1 of the Insurance Code of the State of California. If the report cannot be canceled "no fee" pursuant to the provisions of said Insurance Code, then the minimum cancellation fee shall be that permitted by law.

Note 13. California Revenue and Taxation Code Section 18662, effective January 1, 1994 and by amendment effective January 1, 2003, provides that the buyer in all sales of California Real Estate may be required to withhold 3 and 1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained.

ATTACHMENT ONE

AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   - land use
   - improvements on the land
   - land division
   - environmental protection

   This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.
   This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
   - a notice of exercising the right appears in the public records on the Policy Date
   - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking
3. Title Risks:
   - that are created, allowed, or agreed to by you
   - that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
   - that result in no loss to you
   - that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
   - to any land outside the area specifically described and referred to in Item 3 of Schedule A

     or
   - in streets, alleys, or waterways that touch your land

   This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.
3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

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 and 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 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.
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 or 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.

SCHEDULE B, PART I
EXCEPTIONS FROM COVERAGE

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:

PART I

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 or 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.

ATTACHMENT ONE
(CONTINUED)

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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) 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at 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.
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 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 statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
   (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
      (a) to timely record the instrument of transfer; or
      (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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) 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 estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      (a) to timely record the instrument of transfer; or
      (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above ALTA policy forms, dated 10-17-92, may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

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 or 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.

ATTACHMENT ONE
(CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
   a. building
   b. zoning
   c. Land use
   d. improvements on Land
   e. Land division
   f. environmental protection

   This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
   This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
   a. notice of exercising the right appears in the Public Records at the Policy Date; or
   b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date – this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1.00% of Policy Amount or $ 2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 15:	1.00% of Policy Amount or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 16:	1.00% of Policy Amount or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 18:	1.00% of Policy Amount or $ 2,500.00 (whichever is less)	$ 5,000.00

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
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 zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this 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) 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 damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (this paragraph does limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
   (e) resulting in loss or damage which 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 the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with 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, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
   (a) The time of the advance; or
   (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

Notice

You may be entitled to receive a $20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount.

Fidelity National Title Group of Companies' Privacy Statement

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion

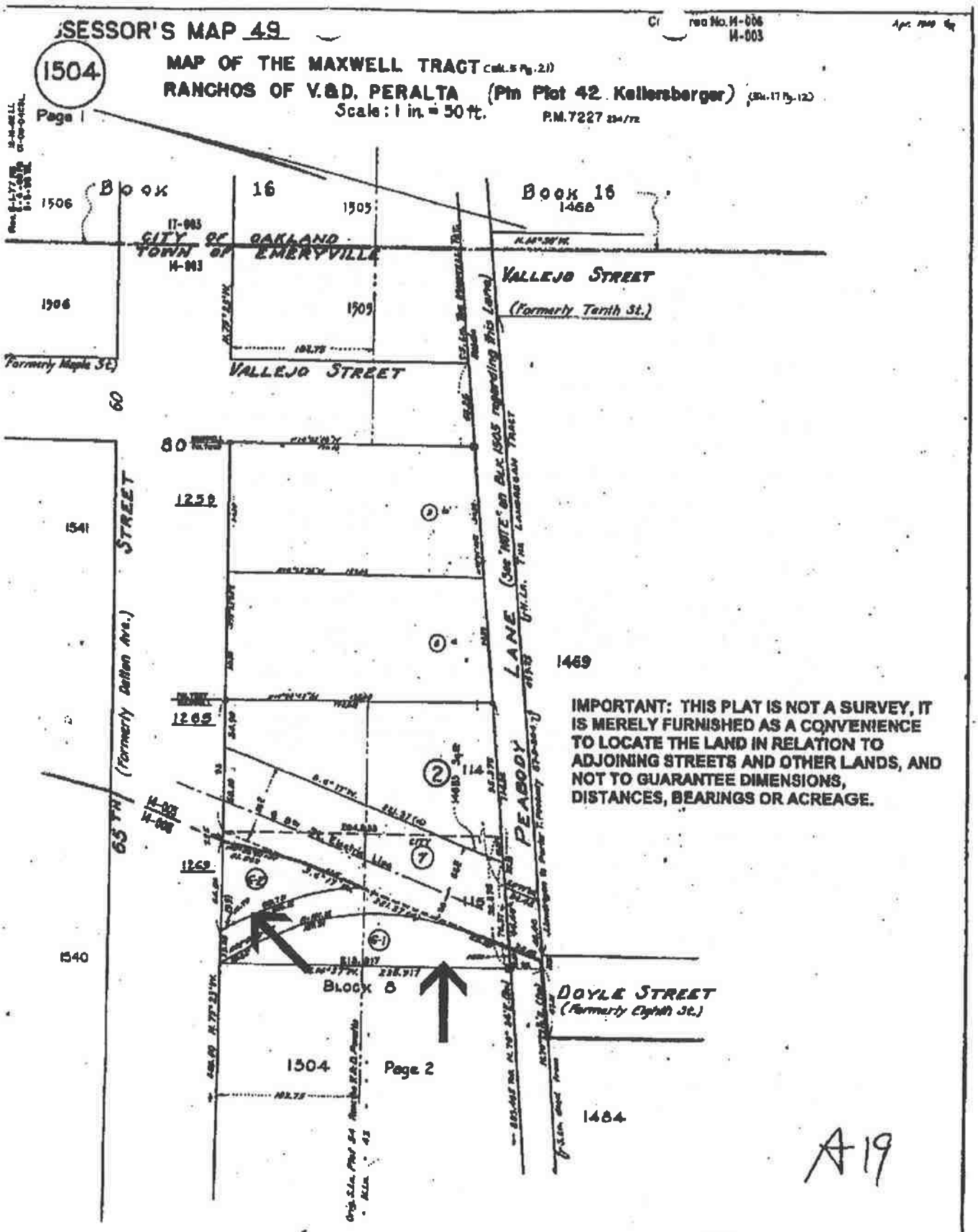
Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Fidelity National Title Group, Inc.
Privacy Compliance Officer
601 Riverside Avenue
Jacksonville, FL 32204

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.


ASSESSOR'S MAP 49
1504
MAP OF THE MAXWELL TRACT
RANCHOS OF V.S.D. PERALTA (Pin Plat 42 Kellersberger)
Scale: 1 in. = 50 ft.
P.M. 7227
Page 1
BOOK 16
1506
1505
BOOK 16
1468
CITY OF OAKLAND
TOWN OF EMERYVILLE
VALLEJO STREET
(Formerly Tenth St.)
1506
1509
(Formerly Maple St.)
VALLEJO STREET
60
80
1252
1541
65TH STREET (Formerly Dalton Ave.)
LANE
PEABODY
1469
1265
1269
1540
BLOCK 8
DOYLE STREET
(Formerly Eighth St.)
1504 Page 2
1484
IMPORTANT: THIS PLAT IS NOT A SURVEY, IT IS MERELY FURNISHED AS A CONVENIENCE TO LOCATE THE LAND IN RELATION TO ADJOINING STREETS AND OTHER LANDS, AND NOT TO GUARANTEE DIMENSIONS, DISTANCES, BEARINGS OR ACREAGE.
A-19

ASSESSOR'S MAP 49 — Code Area No. 14-006 — Apn. 1949

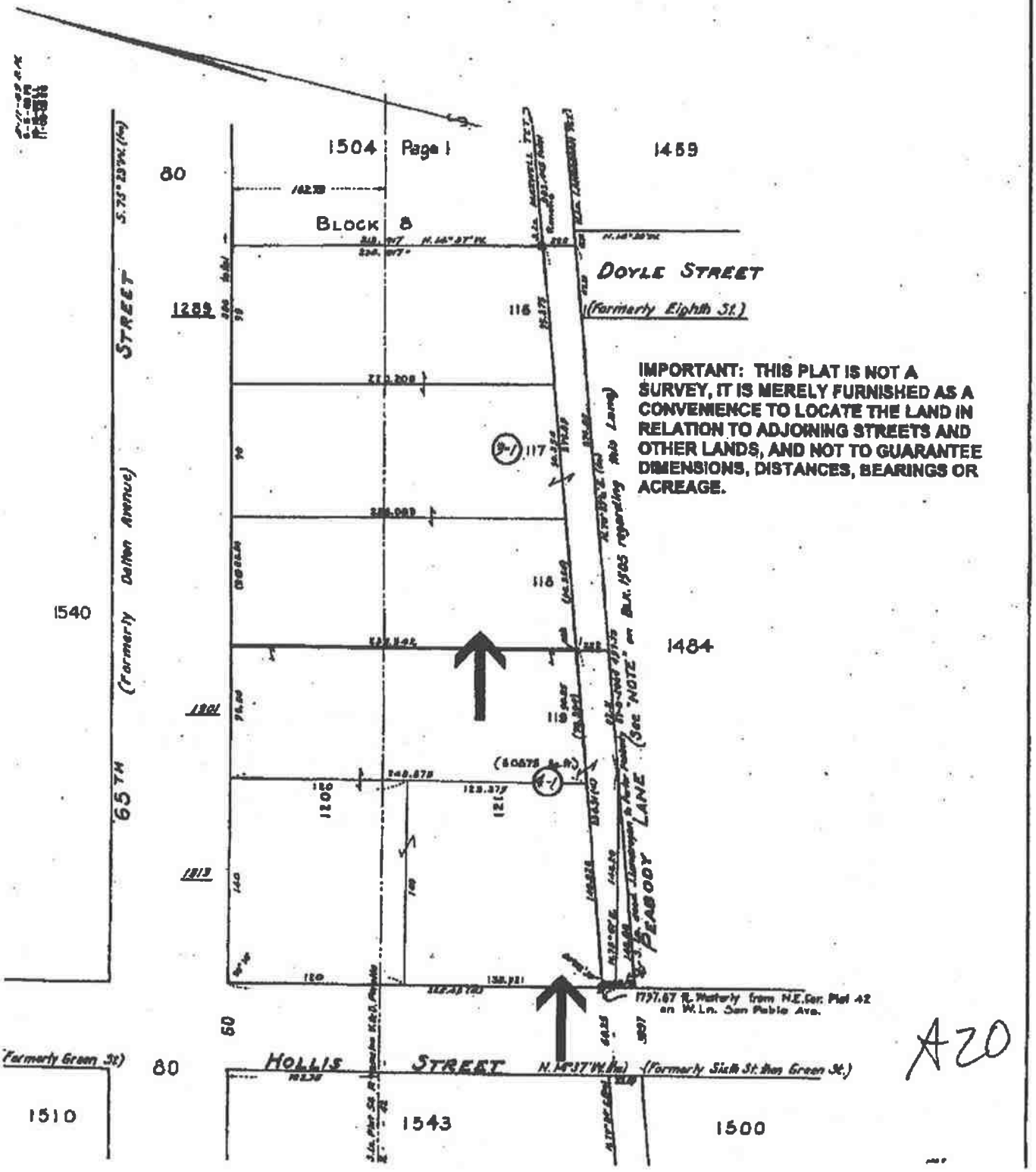
1504

Page 2

MAP OF THE MAXWELL TRACT (Bk. 6 Pg. 22)

RANCHOS OF V. & D. PERALTA (Pin Plat 42 Kellersberger) (Bk. 17 Pg. 12)

Scale: 1 in. = 50 ft.



IMPORTANT: THIS PLAT IS NOT A SURVEY, IT IS MERELY FURNISHED AS A CONVENIENCE TO LOCATE THE LAND IN RELATION TO ADJOINING STREETS AND OTHER LANDS, AND NOT TO GUARANTEE DIMENSIONS, DISTANCES, BEARINGS OR ACREAGE.

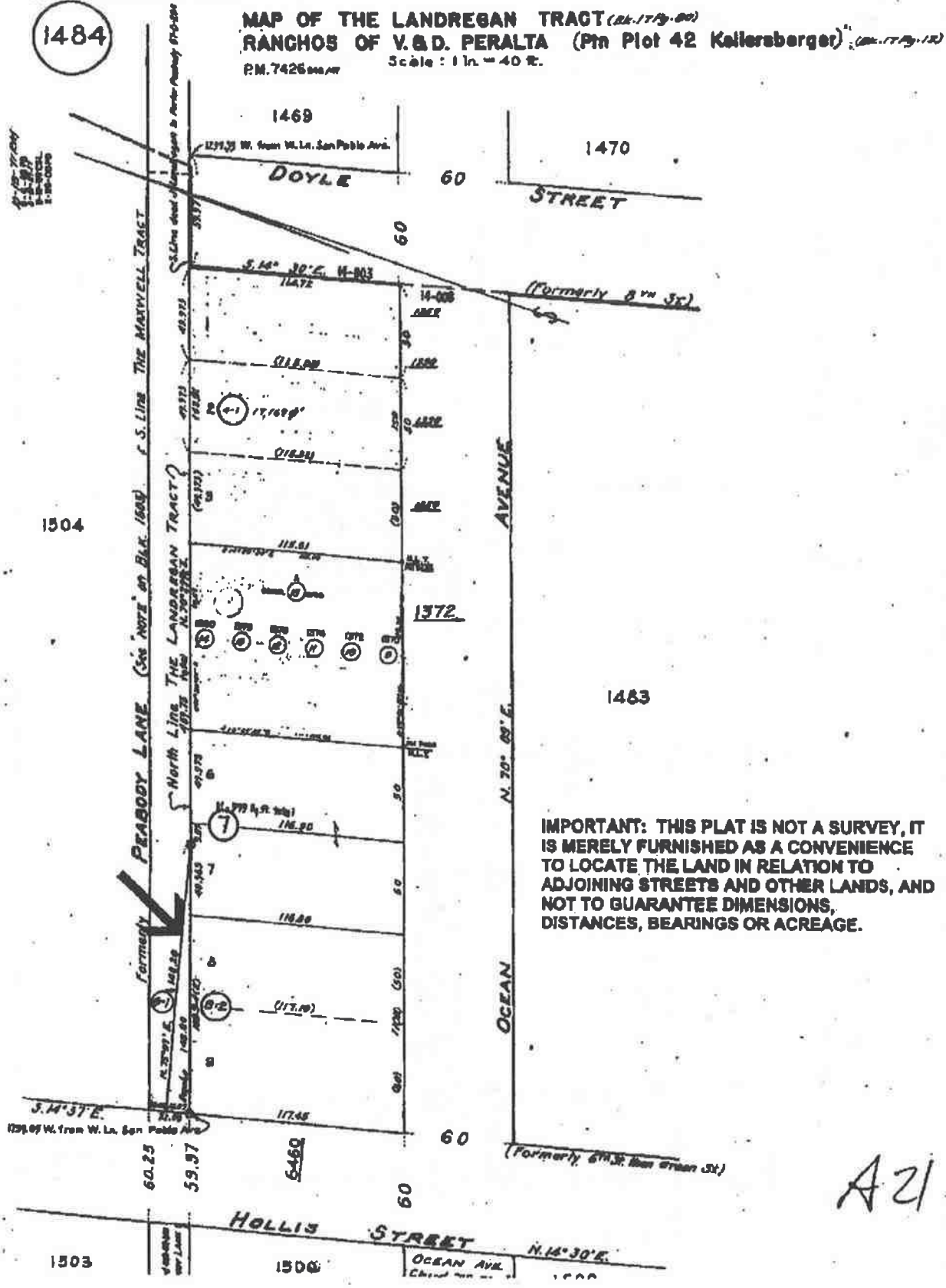
A20

ASSESSOR'S MAP 49

Code Area No. 14-006

1484

MAP OF THE LANDREGAN TRACT (Bk. 17 Pg. 20)
RANCHOS OF V. & D. PERALTA (Ptn Plat 42 Kellersberger) (Bk. 17 Pg. 12)
P.M. 7426 Scale : 1 In. = 40 Ft.



A21

Exhibit "D"

To Purchase and Sale Agreement

[Attach Reciprocal Easement Agreement]

RECORDED AT THE REQUEST OF:
WHEN RECORDED RETURN TO:

Pulte Home Corporation
6210 Stoneridge Mall Road, 5th floor
Pleasanton, CA 94588
Attention: _____

Space Above This Line For Recorder's Use

RECIPROCAL EASEMENT AND PARKING GARAGE MAINTENANCE AGREEMENT

1. **PARTIES:**

This Reciprocal Easement and Parking Garage Maintenance Agreement ("**Agreement**") is made as of _____, 20____, by and between EMERYVILLE REDEVELOPMENT AGENCY ("**Agency**"), and PULTE HOME CORPORATION, a Michigan corporation ("**Developer**").

2. **FACTS:**

2.1. **EASEMENT TO AGENCY**: Developer desires to grant to Agency certain easements for vehicular and pedestrian ingress and egress on, over, and across, and support by and from, the Podium Property to the Agency Condominiums and to provide for the use, maintenance and operation of the Association Parking Places and Agency Parking Places and Easement Areas, including, but not limited to, structural and aesthetic items, and the sharing of costs related thereto, and to set forth other terms and conditions applicable to the use and enjoyment of the Podium Property and the Agency Parking Places. The specific easements granted by and through this Agreement are set forth in Section 5 (Easements). The easements granted to Agency are appurtenant to the Agency Condominiums.

2.2. **EASEMENT TO DEVELOPER**: Agency desires to grant to Developer certain easements for access on, over, and across the Agency Parking Places to maintain, repair and replace the Podium Building and to perform Parking Garage Shared Maintenance. The specific easements granted by and through this Agreement are set forth in Section 5 (Easements). The easements granted to Developer are appurtenant to the Podium Property, excluding the Agency Condominiums.

2.3. **MEMBERSHIP IN ASSOCIATION**: Effective as of the Assignment, Agency shall become a member of the Association; provided, however, Agency's membership shall be limited to the greatest extent possible. Agency's membership shall satisfy (a) the minimum requirements of the Davis-Stirling Common Interest Development Act which are needed to establish the Agency Condominiums as one or more lawful condominium estates in real property and (b) the requirements imposed by the California Department of Real Estate prior to issuance to Developer of a final subdivision public report authorizing the sale of Podium Units.

3. **DEFINITIONS:**

3.1. **AGENCY**: The term "**Agency**" shall mean the Emeryville Redevelopment Agency, which will own the Agency Condominiums, or its successors or assigns.

3.2. **AGENCY CONDOMINIUMS**: The term "**Agency Condominiums**" shall mean the real property that Agency is purchasing from Developer consisting of one or more condominiums which will

collectively contain (i) fifty (50) Agency Parking Places and (ii) an undivided one-fifth (1/5) interest in the Podium Property excluding from said undivided interest the Podium Units and all exclusive use easements for the use, occupancy and possession of the balconies, patios, storage spaces, Association Parking Places or similar areas to be conveyed as exclusive easements to the Podium Unit Owners.

3.3. AGENCY PARKING PLACES: The term **"Agency Parking Places"** shall mean the fifty (50) parking places on the first floor of the Podium Building described in Exhibit "A" attached hereto and incorporated herein. The precise dimensions and location of the Agency Parking Places will be shown on the Condominium Plan referred to in the CC&Rs.

3.4. ASSIGNMENT: The term **"Assignment"** shall mean the transfer from Developer to Association of the Podium Property, which shall occur on the first day of the first month following the recordation of a grant deed which conveys the first Podium Unit to a Podium Unit Owner other than Developer. No further documentation shall be needed to effect the transfer from Developer to Association.

3.5. ASSOCIATION: The term **"Association"** shall mean a California nonprofit mutual benefit corporation to be created by Developer to govern the Podium Property. It is intended, but not required, that the Association be titled "Glashaus Owners Association." Prior to Assignment, all references to the term "Association" shall refer to Developer.

3.6. ASSOCIATION PARKING PLACES: The term **"Association Parking Places"** shall mean all parking places within the Podium Building excluding the fifty (50) parking places within the Agency Condominiums.

3.7. CC&Rs: The term **"CC&Rs"** shall mean the Declaration of Covenants, Conditions and Restrictions prepared by Developer for the Podium Property including, to the extent permitted by this Agreement, the Agency Parking Places, as well as the balance of the developable property within Tract No. 7688. To the extent of any conflict between this Agreement and the CC&Rs, this Agreement shall control.

3.8. CITY: The term **"City"** shall mean the City of Emeryville, California.

3.9. CONDEMNATION: The term **"Condemnation"** shall mean a taking of any portion of the Podium Property pursuant to the exercise of the power of eminent domain or pursuant to an agreement entered into under the threat of the exercise of the power of eminent domain.

3.10. EASEMENT AREAS: The term **"Easement Areas"** shall mean those portions of the Podium Property which are included within the easements granted by or reserved through this Agreement.

3.11. FIRST PARKING LEVEL: The term **"First Parking Level"** shall mean that portion of the Parking Garage up to, but not including, the Rampway Gate, which includes all Agency Parking Places.

3.12. PARKING GARAGE: The term **"Parking Garage"** shall mean the two levels of the Podium Building which contain the Agency Parking Places and the Association Parking Places.

3.13. PARKING GARAGE SHARED AMENITIES: The term **"Parking Garage Shared Amenities"** shall mean those amenities and systems integral to the Parking Garage that serve both Association Parking Places and Agency Parking Places, including the following items: (i) the ventilation system, (ii) the fire alarm system, (iii) the two motorized entry gates (other than the Rampway Gate), (iv) the electrical motors that power the two motorized entry gates, (v) the sand/oil interceptor, (vi) minor

repairs, such as light bulb replacement, and (vii) the funding of reserves, but excluding the Rampway Gate.

3.14. **PARKING GARAGE SHARED EXPENSES**: The term "**Parking Garage Shared Expenses**" shall mean all expenses to perform Parking Garage Shared Maintenance.

3.15. **PARKING GARAGE SHARED MAINTENANCE**: The term "**Parking Garage Shared Maintenance**" shall mean taking all actions reasonably necessary to keep the Parking Garage Shared Amenities in first class condition and repair, which actions include but are not limited to regular inspections, maintenance, repair, replacement and reconstruction, as may be necessary.

3.16. **PARTIES:** The term "**Party**" or "**Parties**" shall mean (i) Agency and, (ii) if before Assignment, Developer, or, if after Assignment, Association.

3.17. **PODIUM BUILDING:** The term "**Podium Building**" shall mean the multi-story building comprised of an on-grade first floor for parking, a second floor for parking and approximately seventy-three (73) Podium Units constructed on top of the parking floors.

3.18. **PODIUM PROPERTY**: The term "**Podium Property**" shall mean Lot 1, as shown on the Map of Tract No. 7688, recorded, or to be recorded, in the Official Records of the Alameda County Recorder.

3.19. **PODIUM UNITS**: The term "**Podium Units**" shall refer to the residential and retail condominium units developed by Developer and located in the Podium Building.

3.20. **PODIUM UNIT OWNER**: The term "**Podium Unit Owner**" shall mean the record owner(s) of a Podium Unit.

3.21. **RAMPWAY GATE**: The term "**Rampway Gate**" shall mean the gate situated on the ramp that separates the First Parking Level from the Second Parking Level.

3.22. **SECOND PARKING LEVEL**: The term "**Second Parking Level**" shall mean the second floor of the Parking Garage and the portion of the Parking Garage behind, and including, the Rampway Gate.

4. **DECLARATION:**

4.1. **DECLARATION**: Developer and Agency hereby declare that the Podium Property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions and limitations set forth in this Agreement, all of which are designed to be in furtherance of a plan for the development of the Podium Property as a mixed-use project and parking complex and the subsequent sale or lease of the Podium Units, and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Podium Property and the Agency Parking Places.

4.2. **DISCLOSURE**: Developer shall disclose the existence of and provide a copy of this Agreement to each person or entity who purchases a Podium Unit from Developer.

4.3. **EFFECT OF ASSIGNMENT**: Prior to Assignment, Developer shall perform all Parking Garage Shared Maintenance, maintain the Association Parking Places and be subject to all obligations of Association as set forth in this Agreement. On and after the date of Assignment, Developer shall be

released from this Agreement and all obligations, duties and liabilities except for those obligations, duties or liabilities which arise or accrue before the date of the Assignment.

4.4. **RELEASE**: In addition to the Assignment provisions of Section 4.3, the provisions of this Section 4.4 shall apply. If Agency sells, transfers or otherwise conveys the Agency Condominiums, or any part thereof, Agency shall, as respects the portion of the Agency Condominiums conveyed, be released from all obligations, duties and liabilities arising through this Agreement except for those obligations, duties or liabilities which arise or accrue before the date of transfer. Agency shall remain liable for any obligation which arises or accrues prior to the date of transfer. If Developer sells, transfers or otherwise conveys any portion of the Podium Property (excluding the Agency Condominiums), or any part thereof, Developer shall, as respects the portion of the Podium Property conveyed, be released from all obligations, duties and liabilities arising through this Agreement except for those obligations, duties or liabilities which arise or accrue before the date of transfer. Developer shall remain liable for any obligation which arises or accrues prior to the date of transfer.

5. **EASEMENTS**:

5.1. **BENEFIT AND BURDEN, RUN WITH THE LAND**: It is the intent of Agency and Developer that the easements granted by Agency to Developer pursuant to this Agreement and the obligations of Agency under this Agreement shall burden the Agency Condominiums and be binding on Agency and its successors and assigns as owners of the Agency Condominiums, for the benefit of the Podium Property and the Association, and its successors and assigns. It is the intent of the Agency and Developer that the easements granted by Developer to Agency pursuant to this Agreement and the obligations of Association under this Agreement shall burden the Podium Property (excluding the Agency Condominiums) and be binding on the Association, and its successors and assigns, for the benefit of the Agency Condominiums and the Agency, and its successors and assigns. It is further intended that the benefits and burdens of the easements and obligations granted by and reserved through this Agreement shall run with the Podium Property.

5.2. **GRANT OF EASEMENTS**:

(a) **Access Easement**: Developer hereby grants to Agency a non-exclusive easement ("**Access Easement**") over, upon, along, through, across and above those portions of the Podium Property depicted on **Exhibit "B"** hereto, together with all areas now existing, or existing in the future, designed for vehicular and pedestrian access to and from the Agency Parking Places, and the public right-of-way, including but not limited to driveways, curb cuts, walkways, the entrance to the Parking Garage, and aisles. The Access Easement shall be used by Agency, its respective mortgagees, licensees, visitors, invitees, agents, employees, officers, officials, contractors, and by the general public for vehicular and pedestrian travel, and ingress and egress to and from, the Agency Parking Places.

(b) **Utility Easement**: Developer hereby grants to Agency a non-exclusive easement on, over, under and through those portions of the Podium Property designated as Utility Easement(s), as shown on **Exhibit "C"**, attached hereto ("**Utility Easement**"), for the purpose of operating, maintaining, repairing, removing and replacing utilities of all types and kinds that presently or may in the future serve the Agency Parking Places. Developer hereby further grants to Agency the right of ingress and egress on and over the Podium Property as may reasonably be required in order to exercise the Agency's utility easement rights as provided for in the immediately preceding sentence.

(c) **Agency Repair and Maintenance Easement**: Developer hereby grants to Agency a non-exclusive easement, on, over, upon and across, the First Parking Level for the right to repair, maintain and replace any portion of the Agency Parking Places or Easement Areas, including any utilities and related services of Agency which are located on the Podium Property ("**Agency Repair and**

Maintenance Easement"); provided that any required repair and maintenance work conducted pursuant to this Agency Repair and Maintenance Easement ("**Agency Maintenance Work**") shall be promptly and diligently completed in a good and workmanlike manner and in conformance with all applicable governmental or quasi-governmental laws, rules, regulations, or standards. Additionally, Agency shall minimize any impact on the applicable portion of the Podium Property or the uses thereon, not unreasonably disturb any improvement located on the Podium Property, and not unreasonably interfere with the Association's and Podium Unit Owners' use or enjoyment of the Second Parking Level, the Podium Units or any portion of the Podium Property other than the Agency Parking Places and Easement Areas. Following any Agency Maintenance Work, Agency shall restore any damage caused thereby to the condition existing prior to the commencement of such Agency Maintenance Work. Notwithstanding the foregoing, Agency shall have no right to perform Parking Garage Shared Maintenance except as permitted in accordance with Section 7.5 (Failure to Maintain).

(d) **Association Repair and Maintenance Easement**: Agency hereby grants to Developer a non-exclusive easement, on, over, upon and across, the Agency Parking Places for the right to repair, maintain and replace the Podium Building and to perform Parking Garage Shared Maintenance ("**Association Repair and Maintenance Easements**"); provided that any required repair and maintenance work conducted pursuant to this Association Repair and Maintenance Easement ("**Association Maintenance Work**") shall be promptly and diligently completed in a good and workmanlike manner and in conformance with all applicable governmental or quasi-governmental laws, rules, regulations, or standards. Additionally, Association shall minimize any impact on the Agency Parking Places. Following any Association Maintenance Work, Association shall restore any damage caused thereby to the condition existing prior to the commencement of such Association Maintenance Work.

(e) **Drainage Easement**: Developer hereby grants to Agency a non-exclusive easement over, through and under those portions of the drainage systems located on the Podium Property designated as Drainage Easement(s) on **Exhibit "C"** attached hereto ("**Drainage Easement**") for the purpose of water flow and other drainage of the Agency Parking Places.

(f) **Support Easement**: Developer grants to Agency a non-exclusive easement for structural, lateral and subjacent support of the Agency Condominiums and the Agency Parking Places situated thereon necessary for the structural integrity thereof and any replacement, substitution or modification thereof ("**Support Easement**"). As used in this Agreement, "structural support" means support offered by construction elements located on the Podium Property, which are load bearing with respect to the Agency Parking Places or which are necessary for the structural integrity of the Agency Parking Places, including, without limitation, foundations, footings, slabs, caissons, girders, columns, beams, bed plates, piling caps, braces and trusses, and any replacement, substitution or modification thereof.

(g) **Signage Easement**: Developer hereby grants to Agency a non-exclusive easement to install, maintain, repair and replace, from time to time as necessary, public parking garage signs above the 65th Street and Hollis Street entrances to the Parking Garage, plus two additional perpendicular public parking signs to be attached to the outside wall of the Podium Building, as depicted in **Exhibit "D"** attached hereto ("**Signage Easements**"). Without limiting the foregoing, the parties agree that Agency may display public parking garage signs above the 65th Street and Hollis Street entrances to the Parking Garage, plus two additional perpendicular public parking signs to be attached to the outside wall of the Podium Building, provided that nothing herein or in the CC&Rs shall limit Agency's rights under the City of Emeryville Sign Code (Emeryville Municipal Code Title 8, Chapter 8).

6. **USE RESTRICTIONS:**

6.1. **AGENCY PARKING PLACES**: Except as expressly provided in this Section 6.1, neither the Association nor its licensees, employees, agents, representatives, contractors or subcontractors, or any of the Podium Unit Owners shall have any right under this Agreement to park vehicles in the Agency Parking Places. The Agency Executive Director, or his or her designee in his or her sole discretion, may make separate arrangements permitting one or more of such persons to park in the Agency Parking Places upon payment of a fee comparable to that charged by the Agency to the public. In the event that Agency finds it necessary to monitor unauthorized use of the Agency Parking Places, upon request by Agency, Association shall provide Agency with a written list of the license number, make, and model of each vehicle owned by each of the Podium Unit Owners and their tenants, excluding Podium Unit Owners' invitees.

6.2. **RULES AND REGULATIONS**: Agency may adopt and thereafter revise, from time to time, rules and regulations to govern the day-to-day operations of the Agency Parking Places, including an operation and rate schedule for use of such parking.

6.3. **ASSOCIATION PARKING PLACES**: Neither Agency nor its licensees, employees, agents, representatives, contractors or subcontractors or members of the public may park within any Association Parking Places except as expressly authorized by the Association.

7. **PARKING GARAGE MAINTENANCE AND COSTS:**

7.1. **PARKING GARAGE SHARED MAINTENANCE**: Association shall maintain the Parking Garage Shared Amenities in a first class condition and in conformance with all applicable governmental and quasi-governmental laws, rules, regulations, and standards.

(a) **Maintenance Before Assignment**: Before Assignment, the following provisions shall apply:

(1) Developer and Agency shall jointly determine what maintenance, repair, and replacement is necessary to the Parking Garage Shared Amenities, and how and when such maintenance, repair, and replacement is to be performed.

(2) No later than ninety (90) days after the expenditure of funds by the Developer and delivery to the Agency of a request for reimbursement, the Agency shall pay to the Developer fifty percent (50%) of the amounts expended by the Developer for the maintenance, repair, and replacement of the Parking Garage Shared Amenities. The preceding sentence shall not extend to any maintenance, repair or replacement required as a result of the willful or negligent act of Agency or Association; rather, any such maintenance, repair and replacement shall be charged solely to the Party to whom the willful or negligent act is attributed.

(b) **Maintenance After Assignment**: Commencing upon Assignment, the following provisions shall apply:

(1) The Association shall determine what Parking Garage Shared Maintenance is necessary, what Parking Garage Shared Expenses are appropriate, and how and when such Parking Garage Shared Maintenance is to be performed, subject to Agency's prior written approval, not to be unreasonably withheld, conditioned or delayed. The duties and obligations of Association include the obligation to periodically inspect and perform reasonable repairs with respect to the Parking Garage Shared Amenities for the safety and benefit of all persons who will use or may use the Agency Parking Places or the Association Parking Places.

(2) The annual budget prepared by the Association in accordance with the requirements of California Civil Code Section 1365 shall clearly delineate the Parking Garage Shared Expenses. The budget shall be prepared in accordance with California Civil Code Section 1365(a). The Association shall provide a copy of each annual budget to the Agency before the commencement of the Association's fiscal year.

(3) No later than ninety (90) days after the commencement of the Association's fiscal year, the Agency shall pay to the Association fifty percent (50%) of the Parking Garage Shared Expenses as set forth in the annual budget for that Association fiscal year. The preceding sentence shall not extend to any maintenance, repair or replacement required as a result of the willful or negligent act of either Party; rather, any such maintenance, repair and replacement shall be charged solely to the Party to whom the willful or negligent act is attributed.

(4) Any differences between the amounts actually expended from the Association's operating fund for the maintenance, repair and replacement of the Parking Garage Shared Amenities and the amounts set forth in the operating fund portion of the budget shall be carried over to the following fiscal year and shall either increase or decrease the amounts allocated to Parking Garage Shared Expenses for the following fiscal year.

(5) All amounts paid by Agency to the Association shall be used by Association exclusively for payment of Parking Garage Shared Expenses and for no other purpose.

7.2. **PARKING GARAGE AGENCY MAINTENANCE**:

(a) **Agency Parking Places**: Except as otherwise provided in Section 7.1 and in the last sentence of Section 7.2(c), Agency, at its sole expense, shall maintain the Agency Parking Places, including all improvements and signage situated on the First Parking Level, as shown on **Exhibit "D"** (but excluding the Rampway Gate), in a first class condition and in conformance with all applicable governmental and quasi-governmental laws, rules, regulations, and standards.

(b) **Special Expenses**: Agency shall be solely obligated to pay for any additional requirements imposed upon the Agency Parking Places by the City or any other governmental or quasi-governmental entity.

(c) **Separate Agency Expenses**: Except as otherwise provided in Section 7.1 and in the last sentence of this Section 7.2(c), Agency shall be solely obligated to pay all operation and maintenance expenses related to the Agency Parking Places, including, but not limited to, the following: (i) the installation, operation, maintenance, repair or replacement of the parking fee collection system for use of the Agency Parking Places; (ii) the installation, operation, maintenance, repair or replacement of any security, video monitoring or similar system installed by Agency, (iii) Agency Insurance , (iv) lighting (including electrical service, bulbs, and fixtures) for the First Parking Level, (v) custodial service for the First Parking Level, (iv) water service for the First Parking Level, and (vi) the funding of reserves for the First Level of Parking. Notwithstanding the foregoing, Developer (before Assignment) and Association (after Assignment) shall be responsible for striping of the Agency Parking Places.

7.3. **PARKING GARAGE ASSOCIATION MAINTENANCE**: Except as otherwise provided in Section 7.1 (Parking Garage Shared Maintenance), with respect to Parking Garage Shared Expenses, Association, at its sole expense, shall maintain the Association Parking Places, including all improvements situated on the Second Parking Level, including the Rampway Gate, in first class condition and in conformance with all applicable governmental and quasi-governmental laws, rules, regulations, and standards. Association shall be solely obligated to pay for any additional requirements imposed upon the Association Parking Places by the City or any other governmental or quasi-governmental entity.

7.4. **LIENS**: Notwithstanding anything in this Agreement to the contrary, Association has no right under any provision of this Agreement to have or record any lien against any portion of the Agency Condominiums or the Easement Areas and the Agency has no right under any provision of this Agreement to have or record any lien against any portion of the Podium Property or the Easement Areas, except pursuant to a final judgment of a court. Association shall promptly pay and discharge all claims for labor performed, supplies furnished and services rendered at the request of Association, and shall keep the Agency Condominiums and Easement Areas and all portions thereof free of all mechanics' and materialmen's liens in connection therewith. Agency shall promptly pay and discharge all claims for labor performed, supplies furnished and services rendered at the request of Agency, and shall keep the Podium Property and all portions thereof, excluding the Agency Parking Places, free of all mechanics' and materialmen's liens in connection therewith. If any lien is filed, the Party responsible for the labor, material or services shall cause such lien to be released and removed within ten (10) business days after the date of filing, and if that Party fails to do so, the other may take such action as may be necessary to remove such lien, without the duty to investigate the validity of it and shall pay such amounts as are expended together with interest thereon at the highest rate permitted by law, from the date of expenditure.

7.5. **FAILURE TO MAINTAIN**: If the Agency determines that Association has failed to perform necessary maintenance, repair, and replacement to the Parking Garage Shared Amenities, the Agency may send written notice demanding performance to Association which notice shall specify the specific work required. If the Association fails to commence the specified work within thirty (30) days after receipt of the request and thereafter diligently prosecute such work to completion, the Agency shall have the right to perform the specified work and recover the costs thereof, including attorneys fees and costs, from Association, together with interest thereon at the highest rate permitted by law, from the date of expenditure. Likewise, if Association determines that Agency has failed to perform necessary maintenance, repair, and replacement to the Agency Parking Places, Association may send written notice demanding performance to Agency which notice shall specify the specific work required. If Agency fails to commence the specified work within thirty (30) days after receipt of the request and thereafter diligently prosecute such work to completion, Association shall have the right to perform the specified work and recover the costs thereof, including attorneys fees and costs, from Agency, together with interest thereon at the highest rate permitted by law, from the date of expenditure. In case of emergency, either Party shall have the right to perform all maintenance necessary to address the emergency situation without providing the other Party with notice and shall be permitted to recover the costs thereof, including attorneys fees and costs, from the other Party, together with interest thereon at the highest rate permitted by law, from the date of expenditure.

7.6. **OPTION TO ENTER INTO JOINT MAINTENANCE AGREEMENT**: Notwithstanding anything in this Section 7 (Maintenance and Costs) to the contrary, Agency and Association may enter into, from time to time, maintenance agreements with third party maintenance companies providing for joint maintenance of the Parking Garage, excluding the Parking Garage Shared Amenities which are to be maintained in accordance with Section 7.1 (Parking Garage Shared Maintenance), on such terms as are acceptable to the Parties in their sole discretion.

8. **DAMAGE AND DESTRUCTION:**

8.1. **AGENCY INSURANCE**: Agency shall maintain the following insurance or insurance equivalent with respect to the Agency Condominiums: (i) commercial general liability insurance providing coverage for premises liability, property damage and bodily injury (including wrongful death) and (ii) all-risk fire and casualty insurance. The insurance required under clauses (i) and (ii) shall be similar in type and coverage limits to that carried by Agency on its other properties. Agency's commercial general liability insurance shall name Association as an additional insured. Agency, at its option, may self-insure, jointly self-insure, or otherwise maintain insurance or an insurance equivalent (including, but not limited to, that offered to a municipality through and by a joint powers authority, a self insurance pool of liability coverage authorized pursuant to California Government Code Section 6500, or similar collective). At Agency's option, such insurance or insurance equivalent may be carried under any blanket or umbrella policies or other insurance or insurance equivalent which Agency has in force for other buildings or projects. Agency may also carry such other insurance as Agency may deem prudent or advisable, in such amounts and on such terms as Agency shall determine. All such insurance or insurance equivalent maintained by Agency pursuant to this Section 8.1 is referred to herein as "**Agency Insurance.**" Agency Insurance shall not, under any circumstances, include those items covered or required to be covered by Association Insurance.

8.2. **ASSOCIATION INSURANCE**: Association shall maintain such insurance as required in the CC&Rs and as specified in this Section 8.2. All insurance required to be maintained by Association pursuant to this Section 8.2 is referred to herein as "**Association Insurance.**" At a minimum, such Association Insurance shall cover the Podium Building (excluding the Agency Parking Places and Podium Units), and include the following:

(a) **Liability Insurance**: A combined single limit policy of liability insurance in an amount not less than Three Million Dollars ($3,000,000.00) covering the Podium Building (excluding the Agency Parking Places and Podium Units), the Easement Areas, the Podium Property and all damage or injury caused by the act, omission or negligence of the Developer or Association (including the Board of Directors of the Association or any of its agents or members), as the case may be, against any liability to the public or to any member incident to the use of or resulting from any accident or intentional or unintentional act of Developer or the Association or any of its agents or members or any third party occurring in or about Podium Building (excluding the Agency Parking Places and Podium Units), the Easement Areas or the Podium Property. If available, each policy shall contain a cross liability endorsement in which the rights of the named insured shall not be prejudiced with respect to any action by one named insured against another named insured.

(b) **Property Insurance**: Before Assignment, Developer may self-insure with respect to property insurance. After Assignment, the Association shall obtain a Special Form or "All-Risk" policy of property insurance for Podium Building (excluding the Agency Parking Places and Podium Units), the Easement Area improvements, the Parking Garage Shared Amenities and the Podium Property, including fixtures and building service equipment, against loss or damage by fire or other casualty, in an amount equal to the full replacement cost (without respect to depreciation) of the Podium Building (excluding the interior finishes and improvements and personal property within the Agency Condominiums and Podium Units), and exclusive of land, foundations, excavation and other items normally excluded from coverage. A replacement cost endorsement shall be part of the policy.

(c) **Worker's Compensation**: Worker's compensation insurance to the extent necessary to comply with all applicable laws of the State of California or the regulations of any governmental body or authority having jurisdiction over the Podium Building (excluding the Agency Parking Places), and Easement Areas.

(d) **Fidelity Bond:** After Assignment, a fidelity bond naming the Board of Directors of the Association, its members, the Association and such other persons as the Board may designate as obligees, in an amount equal to at least one-fourth (¼) of the total sum budgeted for the Current Operation Account and Reserve Account for the current fiscal year. The fidelity bond shall contain a waiver of any defense based on the exclusion of persons serving without compensation.

(e) **Directors and Officers**: After Assignment, errors and omissions insurance covering individual liability of Directors and officers for their negligent acts or omissions while acting in their capacities as Directors and officers in an amount equal to at least the minimum amount specified in California Civil Code Section 1365.7(a)(4).

8.3. **ADDITIONAL INSUREDS; WAIVERS OF SUBROGATION:** All commercial liability and property casualty insurance referred to in this Agreement shall name the other Party (and mortgagees of such other Party, if required by such mortgagees) as additional insureds thereunder, shall contain waivers of subrogation in favor of the other Party, and shall provide that the same may not be cancelled or materially amended without at least thirty (30) days' prior written notice being given by the insurer to the other Party. Each Party for itself, and to the extent legally possible for it to do so on behalf of its insurer, hereby waives and releases the other Party from any liability for any loss or damage to such waiving Party or loss of its property located upon the Podium Property, which loss or damage is of the type covered by the insurance required to be maintained by it, irrespective of any negligence on the part of the other Party which may have contributed to or caused such loss.

8.4. **INCREASES IN ASSOCIATION INSURANCE LIMITS**: Agency may evaluate the adequacy of the required Association Insurance annually on the anniversary of this Agreement's execution and may require not more than once every five years that Association obtain and maintain higher policy levels of insurance; provided, however, the coverage levels of insurance shall not be changed or increased by more than twenty percent (20%) every five (5) years.

8.5. **RESTORATION UPON CASUALTY**: In the event that any portion of the Podium Building or Easement Areas is totally or partially destroyed from any cause rendering such improvements or areas totally or partially inaccessible or unusable ("Casualty"), and such Casualty materially interferes with the use and enjoyment of the Agency Condominiums, then to the extent the proceeds from the Agency Insurance and Association Insurance are adequate, and to the extent economically feasible in the Parties' reasonable judgment, the Association shall reconstruct the affected improvements and areas as nearly as possible to the condition that existed immediately prior to such Casualty. If the proceeds from the Agency Insurance and Association Insurance are not adequate, or to the extent not economically feasible in the Parties' reasonable judgment, the Association shall reconstruct the affected improvements and areas as nearly as possible to the condition that existed immediately prior to such Casualty, using whatever insurance proceeds are available. Any reconstruction, restoration or repair work shall be promptly performed or caused to be promptly and diligently completed in a good and workmanlike manner and in conformance with all applicable governmental and quasi-governmental laws, rules, regulations and standards.

8.6. **AGENCY RIGHT OF CONTRIBUTION**: In the event that the cost of repair or restoration to the Podium Building or Easement Areas exceeds proceeds available, Agency, in its sole discretion, shall have the right, but not the obligation, to contribute the cost of repairs in excess of available insurance proceeds, in which case Association shall be required to reconstruct, restore or repair such Casualty damage.

8.7. **LIABILITY FOR DAMAGE**: Each Party shall be liable for damage to the extent caused by the negligence or willful misconduct of such Party or its agents, employees, contractors, representatives,

assigns, permitees, invitees or lessees. Notwithstanding the foregoing, no member, officer, official, volunteer, contractor or employee of the Agency shall be personally liable to Association or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to Association or its successors, or on any obligations under the terms of this Agreement. Association, on behalf of itself and its shareholders, partners, members, employees, agents, representatives, principals, successors and assigns, hereby waives and releases any claim it may have against the members, officers, officials, representatives, volunteers, or employees of the Agency with respect to any default or breach by the Agency or for any amount which may become due to Association or its successors or assigns, or on any obligations under the terms of this Agreement.

8.8. **INDEMNIFICATION**: Agency and Association, as the case may be, shall indemnify, defend and hold the other harmless from and against any and all claims, expenses, liabilities, loss, damage and costs including any actions or proceedings in connection therewith and including reasonable attorneys' fees incurred in connection with, arising from, due to or as a result of any accident, injury, loss or damage of any nature which is the result of their intentional act or negligent act or omission. Association shall indemnify, defend and hold Agency and its officers, officials, agents, representatives, employees and volunteers harmless from and against any and all claims, expenses, liabilities, loss, damage and costs including any actions or proceedings in connection therewith and including reasonable attorneys' fees incurred in connection with, arising from, due to or as a result of any accident, injury, loss or damage of any nature occurring anywhere on the Podium Property or within or about the Podium Building, but specifically excluding the Agency Parking Places and the First Parking Level, unless such accident, injury, loss or damage is the result of Agency's intentional act or negligent act or omission.

9. CONDEMNATION:

9.1. **RESTORATION UPON CONDEMNATION**: In the event that any portion of the Parking Garage, Easement Areas, Podium Property, or means of support for the Podium Building and its components is condemned, and such Condemnation materially interferes with the use and enjoyment of the Agency Condominiums, then the Association shall reconstruct the affected areas as nearly as possible to the condition that existed immediately prior to such Condemnation, to the extent proceeds available to the Association from the Condemnation award are adequate and to the extent economically feasible in Association's reasonable judgment. Except as otherwise provided herein, in the event of a total Condemnation of the Podium Property and Podium Building or a Condemnation of portions of the Podium Property and Podium Building, then the proceeds (award, judgment or agreed-to payment) of such Condemnation proceeding relating to the Podium Property and Parking Garage shall belong solely to and shall be distributed to the Party and its mortgagees of that portion of the Podium Property and Parking Garage condemned, according to their respective interests. Notwithstanding the foregoing, in the event that all or a portion of any easement granted by or reserved through this Agreement for the benefit of a Party, are condemned, such Party shall be entitled to any portion of the Condemnation award allocated by the condemning authority for loss of use of such easement.

9.2. **MORTGAGEE PARTICIPATION**: Nothing contained in this Agreement shall be deemed to prohibit any Mortgagee from participating in any eminent domain proceedings on behalf of any Party, or in conjunction with any Party.

10. TERM AND TERMINATION:

10.1. **TERM**: Except as otherwise stated in this Agreement, or terminated with the consent of Agency and Association, or their successors or assigns, or in accordance with law, the rights and obligations granted and reserved herein and the easements granted by or reserved through this Agreement shall be perpetual. No merger of the dominant and servient tenements shall operate to extinguish any

easement granted by or reserved through this Agreement. It is the intent of both Parties that the termination or extinguishment of an easement as to one dominant tenement shall not affect the easements granted for the benefit of another dominant tenement.

10.2. **AMENDMENT:** Any provision, covenant, condition or restriction contained within this Agreement may be terminated or modified only with the written consent of the Parties who have an interest in the right being terminated or modified. No termination or modification will be effective until a written instrument setting forth its terms and referring to this Agreement has been executed and acknowledged by the required Parties and recorded in the Office of the Recorder of Alameda County, California.

10.3. **NO TERMINATION OF EASEMENTS:** Nothing in Section 8 (Damage or Destruction) or Section 9 (Condemnation) shall affect the existence of any easement granted by or reserved through this Agreement except to the extent such easements burden the Podium Property or portion thereof destroyed by Casualty or taken by Condemnation. In the event of any Casualty or Condemnation materially interfering with the use or enjoyment of any easement granted by or reserved through this Agreement by the intended users, the Parties shall, to the extent feasible, relocate such easements.

11. **MISCELLANEOUS:**

11.1. **RELATIONSHIP OF PARTIES:** This Agreement shall not constitute nor be deemed to constitute the Parties as partners or joint venturers with each other, nor constitute any Party as the agent of the other, nor shall it impose upon any Party any fiduciary duty except as expressly provided herein.

11.2. **SEVERABILITY:** If any clause, sentence or other portion of the terms, conditions, covenants and restrictions of this Agreement becomes illegal, null or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

11.3. **INTERPRETATION:** The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both Parties.

11.4. **ENTIRE AGREEMENT:** This document contains the entire agreement of the Parties hereto concerning the grant and use of the easements granted herein and the covenants made herein and supersedes all prior or contemporaneous oral or written understanding or agreements.

11.5. **NOTICES:** All notices, demands and requests required or permitted by this Agreement shall be in writing and shall be served on the Parties at the following address:

To Agency: Emeryville Redevelopment Agency

1333 Park Avenue
Emeryville, CA 94608-3517
Attn: Director of Economic Development and Housing
Facsimile: (510) 596- 4389

With a copy to Emeryville Redevelopment Agency

1333 Park Avenue
Emeryville, CA 94608-3517
Attn: General Counsel
Facsimile: (510) 596-3724

and McDonough Holland & Allen PC

1901 Harrison Street, 9th Floor
Oakland, CA 94612-3501
Attn: Gerald J. Ramiza, Esq.
Facsimile: (510) 839-9104

To Pulte: Pulte Home Corporation

6210 Stoneridge Mall Road, Fifth Floor
Pleasanton, CA 94588
Attn: Mike Kim
Facsimile: (925) 249-4373

With a copy to: Daniel R. Kisner, Esq.

Kisner Law Firm
3900 NewPark Mall Road, Third Floor
Newark, CA 94560
Facsimile: (510) 791-5791

Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail, or (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one (1) business day after deposit with such courier, or (c) sent by personal delivery, in which case it shall be deemed delivered upon service. The above addresses may be changed by written notice to the other Party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Notices delivered by a Party's legal counsel on behalf of such Party shall be deemed delivered by such Party.

11.6. **PUBLIC AND PODIUM UNIT OWNER RIGHTS**: Nothing contained in this Agreement is intended to evidence or be, or shall ever be construed or interpreted as, a dedication of any right or interest in or to the easements granted herein to the public, any Owner (as defined in the CC&Rs) other than the Association or the Agency, nor give any Owner other than the Association or the Agency any rights or interests whatsoever under this Agreement. No consent to the amendment, modification or termination of this Agreement shall ever be required of any member of the public, any Owner other than the Association or Agency, nor shall any Owner other than the Association or Agency have any direct or third-party beneficiary right to enforce any of the provisions of this Agreement or any amendment to or modification thereof.

11.7. **MORTGAGEE PROTECTION**: This Agreement, and the rights, privileges, covenants and agreements hereunder with respect to each Party and to the Podium Property, respectively, shall be superior and senior to any lien placed upon the Podium Property, or any portion thereof, including the lien of any mortgage or deed of trust. Notwithstanding the foregoing, no violation of this Agreement by, or

enforcement of this Agreement against, a Party, shall impair defeat, eliminate or render invalid the lien against any portion of the Podium Property of any mortgage, deed of trust or other security instrument given in good faith and for value ("**Mortgage**"), but this Agreement shall, subject to the terms of this Section 11.7, be enforceable against any Party who has acquired its title by foreclosure, trustee's sale, voluntary conveyance or otherwise. If so requested by the other Party or a mortgagee under any Mortgage, the other Party shall execute and agree to the recording of a Subordination Agreement evidencing the provisions of this Section 11.7.

11.8. **CHOICE OF LAW, VENUE**: This Agreement shall be construed under and shall be enforced in accordance with the laws of the State of California, without reference to its choice of law principals. Any dispute arising out of this Agreement; or any action brought to enforce or interpret the terms and conditions hereof shall be brought in Alameda County, California.

11.9. **ATTORNEYS' FEES**: If any action is brought by any Party to this Agreement against the other Party, relating to or arising out of this Agreement or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. The provisions of this Section 11.9 shall survive the entry of any judgment, and shall not merge, or be deemed to have merged, into any judgment.

11.10. **COUNTERPARTS/DELIVERY**: This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same agreement.

11.11. **FURTHER ASSURANCES**: In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the Parties, each of the Parties agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, any further deliveries and assurances as may be reasonably necessary to further perfect the creation of the rights granted herein.

11.12. **FORCE MAJEURE**: Performance under this Agreement by the Parties, other than the obligation to make payments of money due, shall be excused in the event such performance is prevented by strikes, fires, floods, hurricanes, storms, earthquakes, lightning, explosions, acts of God, terrorism or the public enemy, governmental laws, rules, regulations or orders, inability or delay in obtaining materials and supplies, and other events beyond the control of the Parties, whether similar or dissimilar, provided that performance will be resumed within a reasonable time after such cause is removed.

11.13. **LIMITATION ON LIABILITY**: The Parties agree on behalf of themselves and their respective successors and assigns that, in the event of any actual or alleged failure, breach or default hereunder by a Party: (a) the non-defaulting Party's sole and exclusive recourse shall be against the defaulting Party's interest in the Podium Property and (b) the non-defaulting Party shall not have any right to satisfy any judgment which it may have against the defaulting Party from any other assets of the defaulting Party.

11.14. **INCORPORATION OF AGREEMENT**: Any deed or other instrument evidencing conveyance of all or any portion of the Podium Property shall be subject to the provisions of this Agreement. Any such instrument of conveyance shall be deemed to incorporate the provisions of this Agreement, regardless of whether such instrument makes reference hereto.

11.15. **BINDING**: This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, assigns or successors of each of the Parties hereto and the successive owners of the Agency Parking Places, Association Parking Places and the Podium Property.

11.16. **CONSTRUCTIVE NOTICE AND ACCEPTANCE**: Every person who now or hereafter owns or acquires the right, title or interest in or to any portion of the Podium Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and easement contained herein, by reference or otherwise, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Podium Property.

11.17. **NON-INTERFERENCE**: Each Party agrees that it shall not obstruct, use or permit the use of the easements granted by or reserved through this Agreement in any manner that will unreasonably interfere with the use and enjoyment thereof. Upon Assignment of this Agreement to the Association, Association shall use reasonable efforts to ensure that no Podium Unit Owner commits any act that will unreasonably interfere with the use and enjoyment of the easements and other rights granted by or reserved through this Agreement.

Dated: _____, 2006

DEVELOPER:

PULTE HOME CORPORATION,
a Michigan corporation

By:_____

Its:_____

AGENCY:

EMERYVILLE REDEVELOPMENT AGENCY

By:_____
John A. Flores

Its: Executive Director

APPROVED AS TO FORM:

_____
Michael G. Biddle, Agency Counsel

Attest:

_____
Agency Secretary

State of California)
) ss.
County of _____)

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

WITNESS my hand and official seal.

Signature _____

Exhibit "A"
TO REA
Legal Description and Plat of the 50 Agency Parking Places

PLAT TO ACCOMPANY DESCRIPTION

GLASHAUS PODIUM 65th & HOLLIS STREETS
EMERYVILLE, CA.

Date JUNE 21, 08
Scale N/A
Drawn D.U.
Job 04-140
Sheet of Sheets

REVISIONS BY

JUNE 20, 2006 04-140

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF EMERYVILLE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF 65TH STREET 80.00 FEET IN WIDTH AND THE NORTHERLY LINE OF HOLLIS STREET 60.00 FEET IN WIDTH;

THENCE NORTH 75°23'00" EAST ALONG THE EASTERLY LINE OF SAID 65TH STREET A DISTANCE OF 33.66 FEET;

THENCE SOUTH 14°37'00" EAST A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING, AND POINT "A";

THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;

THENCE SOUTH 14°37'00" EAST A DISTANCE OF 18.00 FEET;

THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;

THENCE NORTH 14°37'00" WEST A DISTANCE OF 18.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2

BEGINNING AT SAID POINT "A";

THENCE SOUTH 14°37'00" EAST A DISTANCE OF 28.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;

THENCE SOUTH 14°37'00" EAST A DISTANCE OF 46.00 FEET;

THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;

THENCE NORTH 14°37'00" WEST A DISTANCE OF 46.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3

BEGINNING AT SAID POINT "A";
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 111.50 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 43.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 43.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 4

BEGINNING AT SAID POINT "A";
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 187.50 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 18.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 5

BEGINNING AT SAID POINT "A";
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 19.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 22.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 55.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 55.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 6

BEGINNING AT SAID POINT "A";
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 19.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 41.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 27.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 227.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 7

BEGINNING AT SAID POINT "A";
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 19.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 22.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 102.00 FEET TO POINT "B" AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 65.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 65.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 8

BEGINNING AT SAID POINT "B";
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 10.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 1.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 55.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 55.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 9

BEGINNING AT SAID POINT "B";
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 10.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 41.84 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 74.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 74.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 10

BEGINNING AT THE INTERSECTION OF EASTERLY LINE OF 65TH STREET 80.00 FEET IN WIDTH AND THE NORTHERLY LINE OF HOLLIS STREET 60.00 FEET IN WIDTH;
THENCE NORTH 75°23'00" EAST ALONG THE EASTERLY LINE OF SAID 65TH STREET A DISTANCE OF 9.83 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 256.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 57.24 FEET;
THENCE NORTH 22°17'09" WEST A DISTANCE OF 0.83 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 16.25 FEET;
THENCE NORTH 70°27'16" EAST A DISTANCE OF 54.00 FEET;
THENCE NORTH 19°32'44" WEST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 70°27'16" WEST A DISTANCE OF 54.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 17.12 FEET;
THENCE SOUTH 22°17'09" EAST A DISTANCE OF 18.10 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit "B"
TO REA
Diagram and Legal Description of the Access Easement

Civil Engineering Associates, Inc.

Civil Engineers • Planners • Surveyors

Peter B. McMorrow, P.E.
Donald V. Utz

JULY 20, 2006 04-140

EXHIBIT "B"

ACCESS EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF EMERYVILLE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF 65TH STREET 80.00 FEET IN WIDTH AND THE EASTERLY LINE OF HOLLIS STREET 60.00 FEET IN WIDTH;

THENCE NORTH 75°23'00" EAST ALONG THE EASTERLY LINE OF SAID 65TH STREET A DISTANCE OF 33.66 FEET;

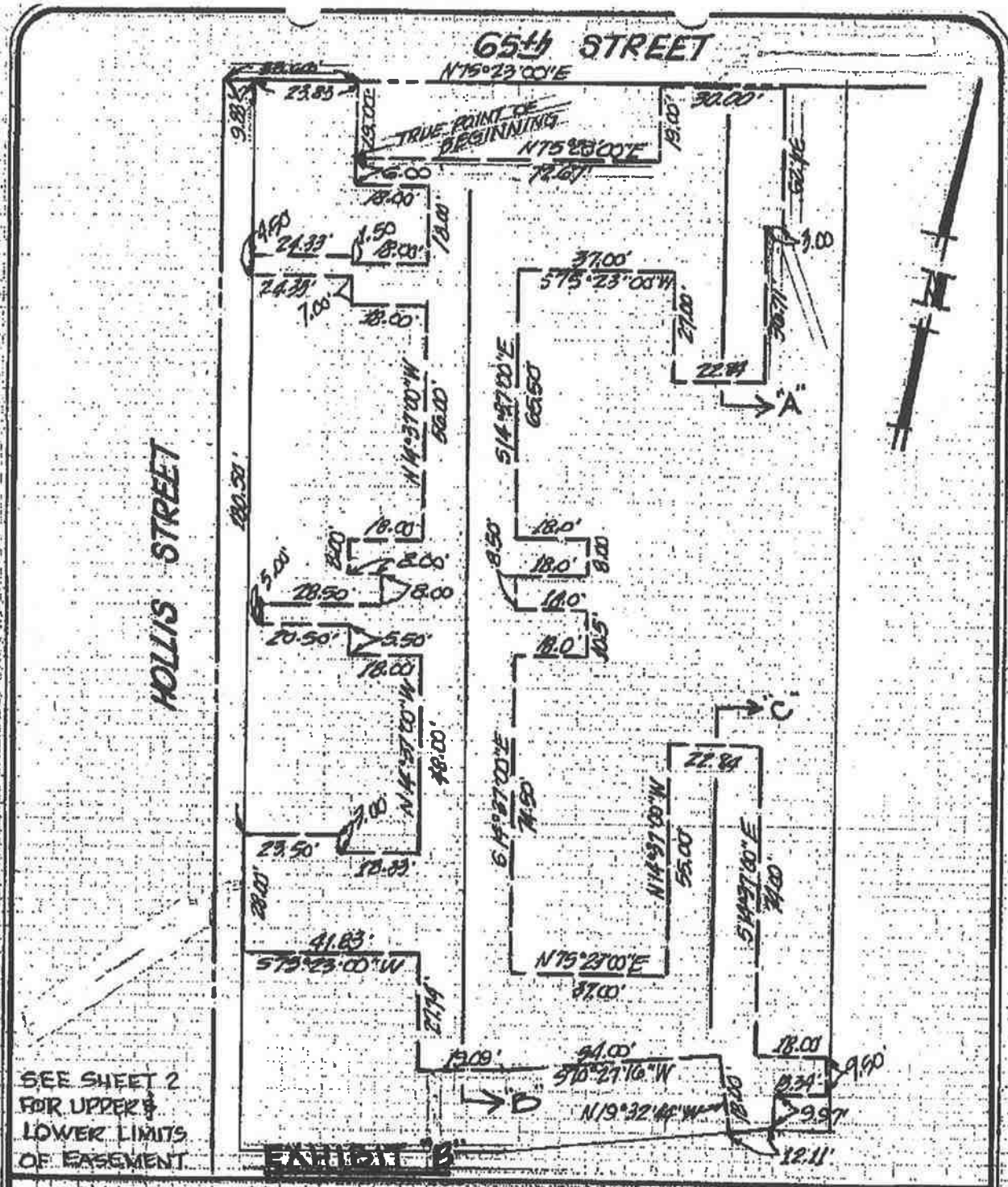
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 19.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 75°23'00" EAST A DISTANCE OF 72.67 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 19.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 30.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 34.29 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 3.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 36.71 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 22.84 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 27.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 37.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 65.50 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 8.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 8.50 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 10.50 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 74.50 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 37.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 55.00 FEET;

635 N. First Street • Building A • San Jose, CA 95112 • Phone: (408) 452-1066 • FAX: (408) 452-1075

THENCE NORTH 75°23'00" EAST A DISTANCE OF 22.84 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 74.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 9.50 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 13.34 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 9.97 FEET;
THENCE SOUTH 70°27'16" WEST A DISTANCE OF 12.11 FEET;
THENCE NORTH 19°32'44" WEST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 70°27'16" WEST A DISTANCE OF 54.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 19.09 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 27.74 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 41.83 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 28.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 23.50 FEET;
THENCE SOUTH 14°37'00 EAST A DISTANCE OF 3.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.33 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 48.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 5.50 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 20.50 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 5.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 28.50 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 8.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 8.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 8.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 56.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 7.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 24.33 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 4.50 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 24.33 FEET;
THENCE SOUTH 14°37'00 EAST A DISTANCE OF 1.50 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 6.00 FEET;

"SEE SHEET 2 FOR UPPER AND LOWER LIMITS OF EASEMENT"

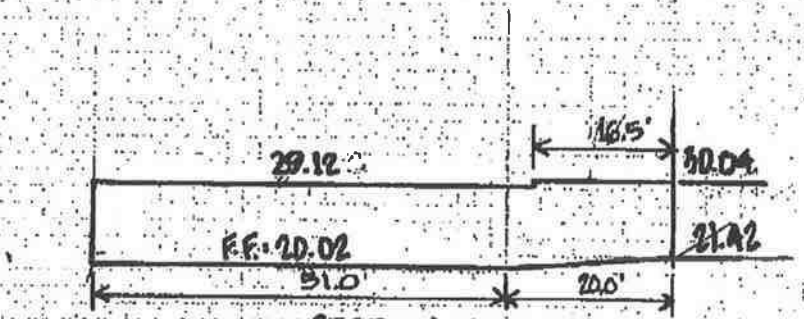


PLAT TO ACCOMPANY DESCRIPTION
EMERYVILLE, CA.

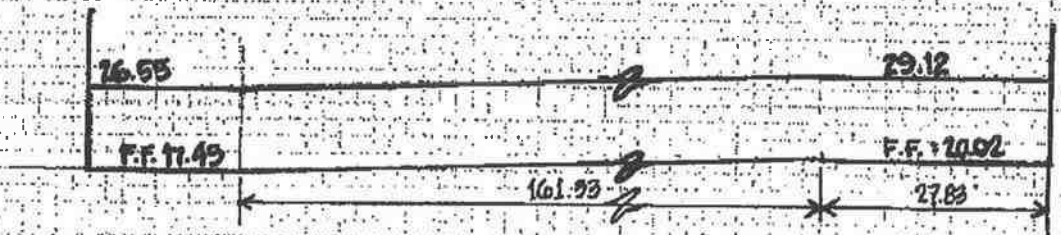
ACCESS EASEMENT

CIVIL ENGINEERING ASSOCIATES
CIVIL ENGINEERS · PLANNERS · SURVEYORS
695 N. First Street • Suite A • San Jose, CA 95112 • (408) 452-1066

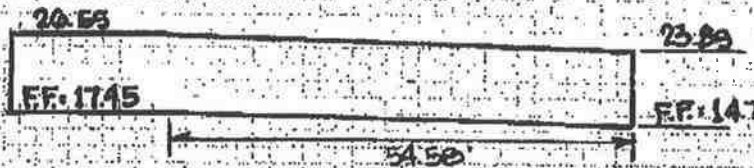
BY: [illegible]
DATE: 7-18-00
SCALE: NA
JOB NO. 99140
1
SHT. NO.



SECTION A-A
SCALE 1"=20 HORZ.
1"=2' VERT.



SECTION B-B



SECTION C-C

UPPER AND LOWER LIMITS OF EASEMENT
EMERYVILLE, CA.

CIVIL ENGINEERING ASSOCIATES
CIVIL ENGINEERS : PLANNERS : SURVEYORS
625 N. First Street • Suite A • San Jose, CA 95112 • (408) 452-1055

BY: [illegible]
DATE: 7-19-04
SCALE:
JOB NO. 04-140
2
SHT. NO.

Exhibit "C"
TO REA
Diagrams and Legal Descriptions of the Utility and Drainage Easement Areas

Civil Engineering Associates, Inc.

Civil Engineers • Planners • Surveyors

Peter B. McMorrow, P.E.
Donald V. Utz

JULY 20, 2006 04-140

EXHIBIT "C"

UTILITY EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF EMERYVILLE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF 65TH STREET 80.00 FEET IN WIDTH AND THE EASTERLY LINE OF HOLLIS STREET 60.00 FEET IN WIDTH;

THENCE NORTH 75°23'00" EAST ALONG THE EASTERLY LINE OF SAID 65TH STREET A DISTANCE OF 33.66 FEET;

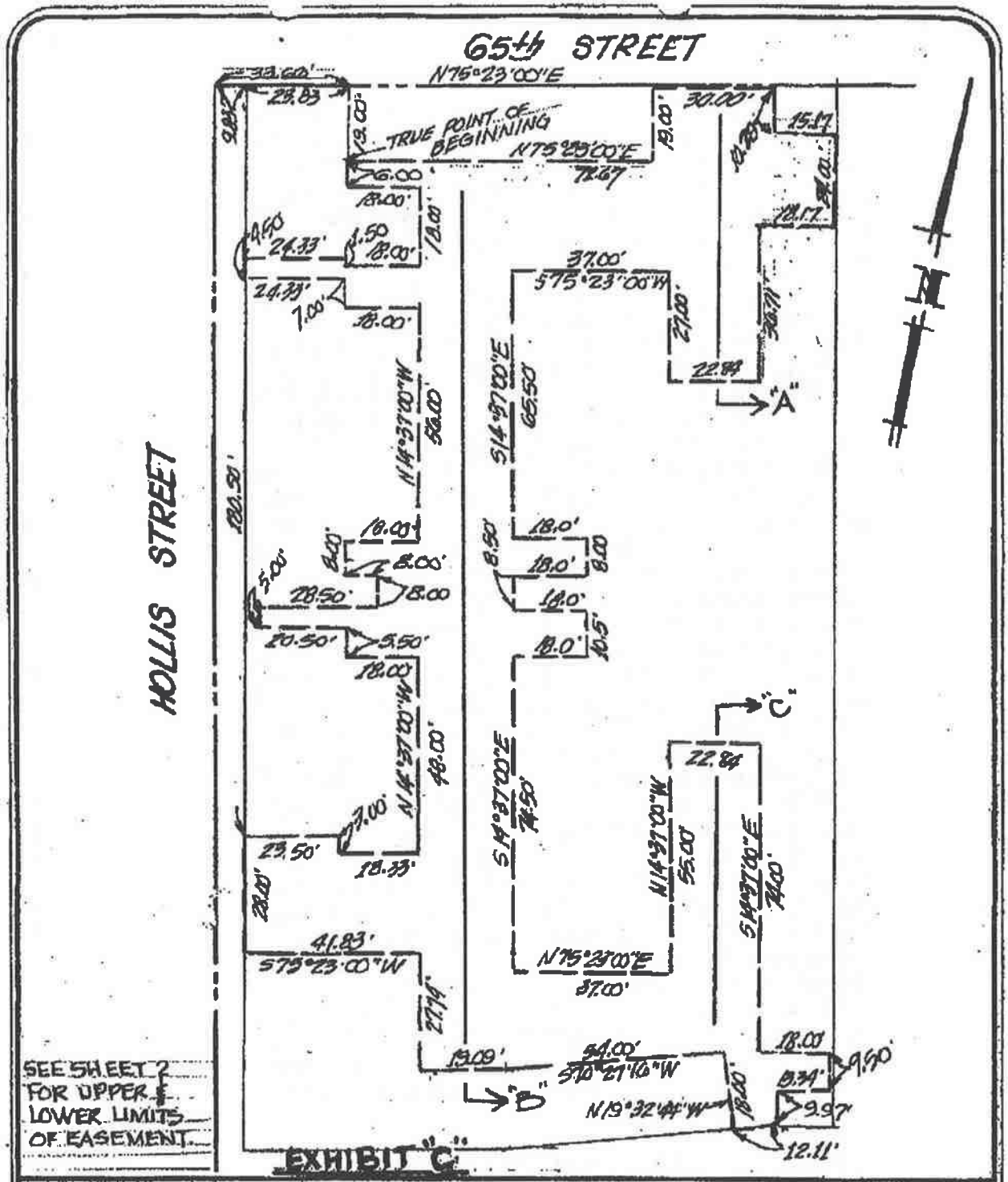
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 19.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 75°23'00" EAST A DISTANCE OF 72.67 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 19.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 30.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 10.29 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 15.17 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 24.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.17 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 36.71 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 22.84 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 27.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 37.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 65.50 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 8.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 8.50 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 10.50 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 74.50 FEET;

635 N. First Street • Building A • San Jose, CA 95112 • Phone: (408) 452-1066 • FAX: (408) 452-1075

THENCE NORTH 75°23'00" EAST A DISTANCE OF 37.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 55.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 22.84 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 74.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 9.50 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 13.34 FEET;
THENCE SOUTH 14°37'00" EAST A DISTANCE OF 9.97 FEET;
THENCE SOUTH 70°27'16" WEST A DISTANCE OF 12.11 FEET;
THENCE NORTH 19°32'44" WEST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 70°27'16" WEST A DISTANCE OF 54.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 19.09 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 27.74 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 41.83 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 28.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 23.50 FEET;
THENCE SOUTH 14°37'00 EAST A DISTANCE OF 3.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.33 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 48.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 5.50 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 20.50 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 5.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 28.50 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 8.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 8.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 8.00 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 56.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 7.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 24.33 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 4.50 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 24.33 FEET;
THENCE SOUTH 14°37'00 EAST A DISTANCE OF 1.50 FEET;
THENCE NORTH 75°23'00" EAST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 18.00 FEET;
THENCE SOUTH 75°23'00" WEST A DISTANCE OF 18.00 FEET;
THENCE NORTH 14°37'00" WEST A DISTANCE OF 6.00 FEET;

"SEE SHEET 2 FOR UPPER AND LOWER LIMTIS OF EASEMENT"



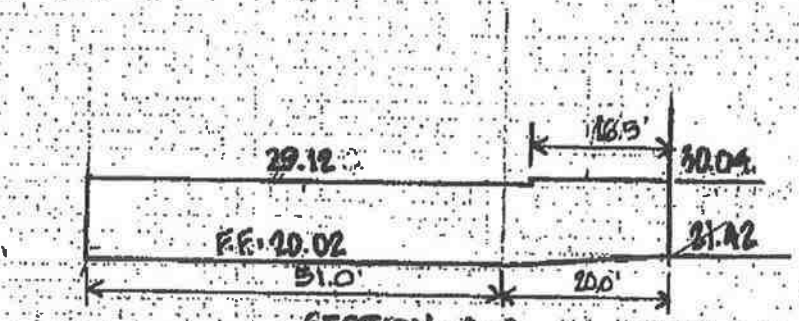
PLAT TO ACCOMPANY DESCRIPTION EMERYVILLE, CA.

UTILITY EASEMENT

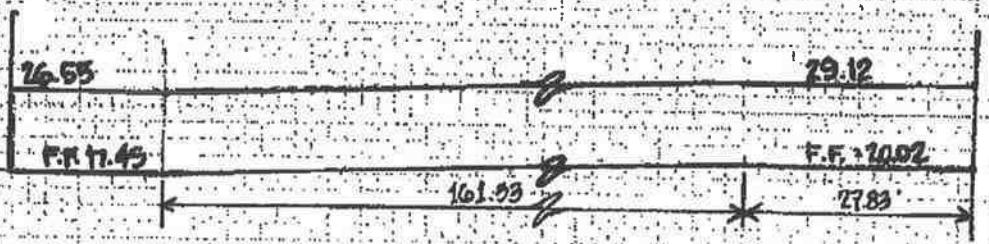
CIVIL ENGINEERING ASSOCIATES
CIVIL ENGINEERS : PLANNERS : SURVEYORS
635 N. First Street • Suite A • San Jose, CA 95112 • (408) 452-1066

BY: EO
DATE: 7-18-00
SCALE: NA
JOB NO. 04-140
1 SHT. NO.

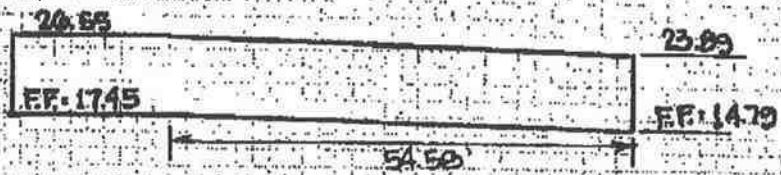
Exhibit "D"
TO REA
Diagrams of the Signage Easements



SECTION A-A
SCALE 1"=20 HORZ.
1"=2' VERT.



SECTION B-B



SECTION C-C

UPPER AND LOWER LIMITS OF EASEMENT
EMERYVILLE, CA.

CIVIL ENGINEERING ASSOCIATES
CIVIL ENGINEERS · PLANNERS · SURVEYORS
0225 N. First Street • Suite A • San Jose, CA 95112 • (408) 452-1056

BY: SD
DATE: 7-19-06
SCALE:
JOB NO. 04-140

2
SHT. NO.

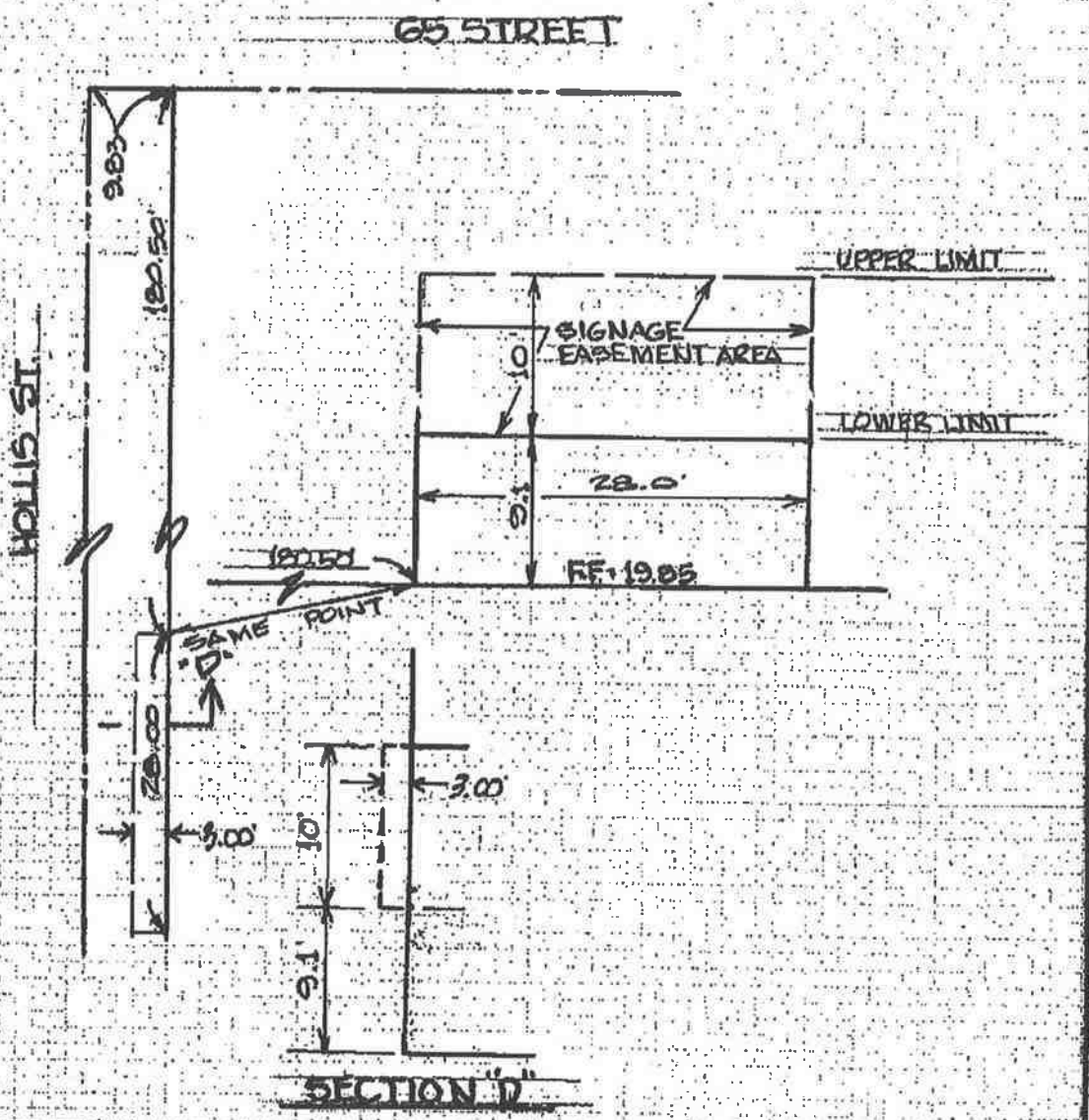


EXHIBIT "D"

SIGNAGE EASEMENT
EMERYVILLE CA.

CIVIL ENGINEERING ASSOCIATES
CIVIL ENGINEERS · PLANNERS · SURVEYORS
625 N. First Street • Suite A • San Jose, CA 95112 • (408) 452-1066

BY: CD
DATE: 1-19-00
SCALE:
JOB NO. 99-140
SHT. NO. 1

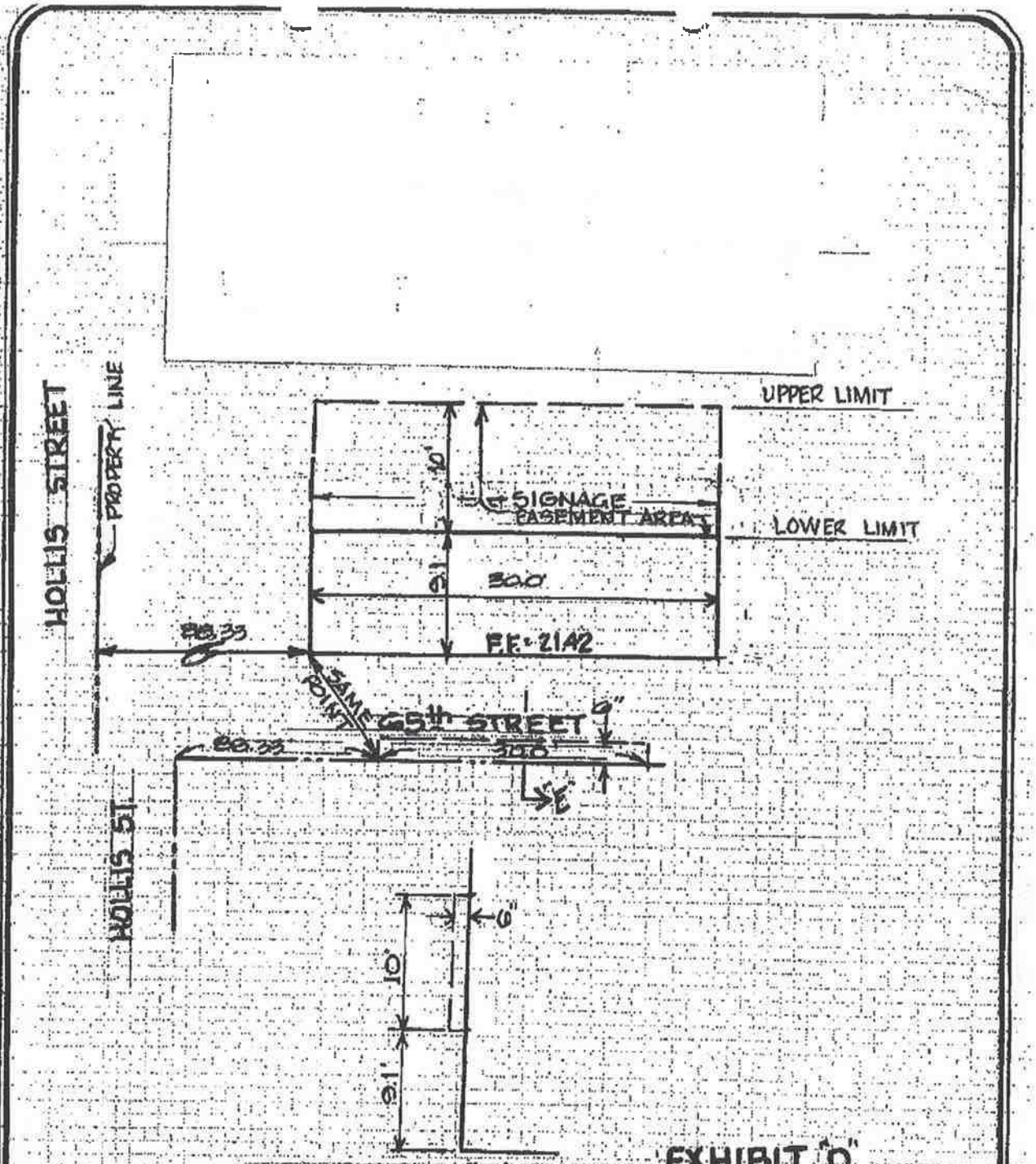


EXHIBIT "D"

SIGNAGE EASEMENT
EMERYVILLE, CA

CIVIL ENGINEERING ASSOCIATES
CIVIL ENGINEERS : PLANNERS : SURVEYORS
695 N. First Street • Suite A • San Jose, CA 95112 • (408) 452-1000

BY: GD
DATE: 1-19-06
SCALE:
JOB NO. 04-140
SHT. NO. 2

Exhibit "E"
To Purchase and Sale Agreement

RECORDING REQUESTED BY AND

WHEN RECORDED, RETURN TO:
Emeryville Redevelopment Agency
1333 Park Avenue
Emeryville, CA 94608
Attn: Director of Economic Development
and Housing

Mail tax statement
To address above

Transfer Tax is shown on a separate unrecorded certificate

No recording fee due per
Gov't Code section 27383

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,

PULTE HOME CORPORATION, A MICHIGAN CORPORATION ("**Grantor**") hereby grants to the EMERYVILLE REDEVELOPMENT AGENCY ("**Grantee**") all the real property located in the County of Alameda (the "**County**"), City of Emeryville (the "**City**"), State of California, and more particularly described in Exhibit "A," attached hereto and incorporated herein (the "**Property**").

This conveyance is made and accepted subject to the following:

1. The Declarations of Covenants, Conditions and Restrictions recorded on _____, 200__, as Instrument No. _____

2. The Reciprocal Easement Agreement between Grantor and Grantee dated _____, which will be recorded immediately after the recordation of this Grant Deed.

3. All matters of record.

Dated: _____

[Signatures are on the next page]

GRANTOR

PULTE HOME CORPORATION,
a Michigan corporation

By:_____
Steve Kalmbach, its Attorney in Fact

State of California)ss.
County of _____)

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

WITNESS my hand and official seal.

Signature _____

Exhibit "A"
To Grant Deed

LEGAL DESCRIPTION OF THE PUBLIC PARKING PLACES

Exhibit "B"
To Grant Deed

CERTIFICATE OF ACCEPTANCE
RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

Emeryville Redevelopment Agency
1333 Park Avenue
Emeryville, CA 94608
Attn: Agency Secretary/City Clerk

SPACE ABOVE FOR RECORDER'S USE ONLY

THIS IS TO CERTIFY that the interest in real property conveyed by the grant deed dated _____, 200__, from _____ to the Emeryville Redevelopment Agency, a public body, corporate and politic, is hereby accepted by order of Agency Board pursuant to Resolution _____, adopted _____, _____, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____ By: _____

_____
[Print name]

Its: _____

State of California)ss.
County of _____)

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

WITNESS my hand and official seal.

Signature _____

Exhibit "F"

To Purchase and Sale Agreement

ARCHITECT'S COMPLETION CERTIFICATE

PROJECT NAME: The Podium Building located at Pulte Glashaus condominium project located at 65th and Hollis, Emeryville, California, including 50 public parking spaces located therein (the "Project"), including the public parking garage component thereof, referred to as the "Public Parking Places" in the Purchase and Sale Agreement (defined below).

PROJECT No. _____

DATE CONSTRUCTION COMPLETED: _____

The undersigned architect ("Architect") observed the construction of the above-named Project, and, based on that observation, certifies as follows:

1. The public parking garage component of the Project was constructed in substantial accordance with the plans and specifications previously approved by the City of Emeryville ("City"), in substantial accordance with the Public Parking Places Improvement Agreement attached as Exhibit G to the Purchase and Sale Agreement dated _____ by and between Pulte Home Corporation, a Michigan corporation, and Emeryville Redevelopment Agency ("Agency") ("Purchase and Sale Agreement") Approved Working Drawings attached to the Purchase and Sale Agreement and any Approved Changes (as defined in the Purchase and Sale Agreement), and consistent with the best practices prevailing in the construction industry.

2. The public parking garage component of the Project is complete (except for minor punch list items) so that Agency and members of the public may access, occupy and use the public parking garage for the purposes for which it was intended as set forth in the Purchase and Sale Agreement, subject to the issuance of a certificate of occupancy or equivalent by the City.

Architect: _____ Date: _____

By: _____
Name: _____
Title: _____
Registration: _____

Exhibit "G"

To Purchase and Sale Agreement

PUBLIC PARKING PLACES IMPROVEMENT AGREEMENT

This Public Parking Places Improvement Agreement sets forth the terms and conditions relating to the construction of the Podium Building and Public Parking Places. This Public Parking Places Improvement Agreement is organized chronologically and addresses the issues of the construction of the Podium Building and the Public Parking Places, in sequence, as such issues will arise during the actual construction of the same. All references in this Public Parking Places Improvement Agreement to Articles or Sections of the "Agreement" shall mean the relevant portions of the Purchase and Sale Agreement and Preliminary Escrow Instructions to which this Public Parking Places Improvement Agreement is attached as Exhibit "G" and all references in this Public Parking Places Improvement Agreement to Sections of this "Public Parking Places Improvement Agreement" shall mean the relevant portions of Sections 1 through 9 of this Public Parking Places Improvement Agreement. Terms not otherwise defined in this Public Parking Places Improvement Agreement shall be defined as set forth in the Agreement.

1. **Podium Building Core Improvements.** Prior to the Outside Closing Date, Pulte shall construct, at its sole cost and expense, in accordance with all applicable codes and laws (collectively, the "Laws") and the Approved Working Drawings including any Approved Changes, as set forth below, the Podium Building, including the Public Parking Places. The Public Parking Places shall include those items in the Approved Working Drawings, including any Approved Changes, together with the following items:

- **Conduit for electrical systems.** Conduit will be provided for multispace meters and signage lighting. The public spaces will have a separate electrical circuit board.
- **Signage.** The plans will specify the location for exterior and directional signage. The attached elevation shows how the exterior signage might appear.
- **Plumbing.** Two hose bibs will be provided as well as area drainage, with an oil separator.
- **Lighting.** Receptacles for adequate lighting and emergency lighting will be provided.
- **Finishes.** The interior walls will be painted white and the floors will be of a brushed concrete surface. The parking spaces will be striped and numbered.
- **Handicapped parking.** The facility provides for two handicapped parking spaces. In addition, Pulte has placed three private handicapped spaces in the vicinity of the public handicapped spaces. The private handicapped spaces are not included in the public parking count.
- **Security features.** There will be an emergency telephone and conduit for security cameras installed in the garage. Security gates will be installed to separate the public and private spaces, and at the entrances to the garage.
- **Not included in Purchase Price.** Labor and materials for the installation of parking meters/collection box, and signage will be in addition to the payment made to Pulte for the Purchase Price for the parking spaces/facilities listed above.

2. **Approval of Pulte's Architect/Engineers/Contractor.** Agency hereby approves the following architects: KKE Architects, Inc. Agency hereby approves the following Engineers: Tipping Mar and Associates. The Engineers shall prepare all plans and engineering working drawings relating to the structural, mechanical, electrical, plumbing, HVAC, life safety and sprinkler work of the Podium Building. Agency hereby approves the Pulte Home Corporation as the general contractor ("**Contractor**") to construct the Podium Building, including Public Parking Places.

3. **Final Public Parking Places Working Drawings.** Pulte, the Architect and the Engineers shall complete the architectural and engineering drawings for the Public Parking Places in a form which is sufficiently complete to allow contractors and subcontractors to bid on the work and to obtain City building permits (collectively, the "**Final Public Parking Places Working Drawings**") and shall submit the same to Agency for Agency's approval not to be unreasonably withheld, solely to confirm that the Final Public Parking Places Working Drawings comply with the Project approvals previously granted by the City and with the provisions of this Agreement. Agency shall, within twenty (20) business days after Agency receives the Final Public Parking Places Working Drawings, either(i) approve the Final Public Parking Places Working Drawings, (ii) approve the Final Public Parking Places Working Drawings subject to specified conditions to be satisfied by Pulte prior to submitting the approved Final Public Parking Places Working Drawings for permits, or (iii) disapprove and return the Final Public Parking Places Working Drawings to Pulte with requested revisions. If Agency disapproves the Final Public Parking Places Working Drawings, Pulte may resubmit the Final Public Parking Places Working Drawings to Agency at any time, and Agency shall approve or disapprove of the resubmitted Final Public Parking Places Working Drawings within ten (10) business days after Agency receives such resubmitted Final Public Parking Places Working Drawings according to the process set forth above, until the Final Public Parking Places Working Drawings are prepared to Agency's satisfaction and approved by Agency. The Final Public Parking Places Working Drawings which are affirmatively approved by Agency shall constitute the "**Approved Working Drawings.**" Neither Agency's review nor approval of the Final Public Parking Places Working Drawings shall imply or constitute Agency's exercise of (or obligate Agency to exercise) any independent judgment, approval, acceptance or direction relating to the construction of the Podium Building and/or Public Parking Places, including but not limited to design, engineering, construction means or methods, sequencing, materials, techniques, quality, compliance with laws, or other like matters, and Agency shall be entitled to rely on the completeness and accuracy of the information it receives from Pulte in that regard.

4. **Permits.** Pulte's commencement of construction of the Podium Building shall occur only after preparation of the Approved Working Drawings. Architect shall submit the Approved Working Drawings to the appropriate City authorities for all applicable building permits necessary to allow Contractor to commence and fully complete the construction of the Podium Building, including Public Parking Places. Pulte shall be responsible for obtaining any building permit or certificate of occupancy for the Podium Building, including Public Parking Places; provided, however, Agency shall cooperate with Pulte in executing permit applications and performing other ministerial acts reasonably necessary to enable Pulte to obtain any such permit or certificate of occupancy. Notwithstanding the foregoing, Pulte acknowledges that nothing in the Agreement (including this Public Parking Places Improvement Agreement) or the REA is intended to or shall prejudge or commit to City or Agency regarding any discretionary approvals,

findings, or determinations (collectively "Approvals"), with respect to the subject matter of the Agreement or this Public Parking Places Improvement Agreement, nor shall either City or Agency shall be liable, in any respect, to Pulte or any third party beneficiary of this Agreement for City's or Agency's action or inaction in connection with any Approvals.

5. **Change Orders.** Agency may not make any changes to the Approved Working Drawings without the written consent of Pulte. If Agency desires to change the Approved Working Drawings, Agency shall deliver notice ("**Drawing Change Notice**") of the same to Pulte, setting forth in detail the changes ("**Agency Changes**") Agency desires to make to the Approved Working Drawings, or any of the specifications set forth in Section 1 of this Public Parking Places Improvement Agreement. Within ten (10) business days after Agency's delivery of the Drawing Change Notice, Pulte shall give Agency a "**Response Notice**" (i) containing a written description of the changes in such Agency Changes, if any, reasonably required for approval thereof by Pulte (the Agency Changes modified as set forth in the Response Notice, or if unmodified per the Response Notice, are referred to herein as the "**Proposed Changes**"), (ii) containing an estimate of the delay expected because of the Proposed Changes, (iii) containing an itemized binding guaranteed maximum price for the cost of implementing the Proposed Changes, and (iv) indicating whether or not Pulte agrees to implement Proposed Changes. If Pulte does not agree to implement the Proposed Changes, Agency, in its sole discretion, may elect to modify or submit a new Drawing Change Notice, and the review and approval process above shall be repeated. If Pulte agrees in writing to implement the Proposed Changes, Agency shall deliver to Pulte written notice within ten (10) business days following Agency's receipt of such description and estimates, either granting or withholding authorization to proceed with the performance of such Proposed Changes ("**Approved Changes**"). If no such authorization, or any new or modified Drawing Change Notice, is received by Pulte within ten (10) business days thereafter, Agency shall be deemed to have withheld authorization of performance of the Proposed Changes. If Agency grants authorization to proceed with the Proposed Changes then the Purchase Price, as defined in Section 1.2 of the Agreement, shall be increased by the amount of Pulte's binding cost estimate for Proposed Changes and paid by Agency to Pulte at Close of Escrow.

6. **Agency's Representative.** Agency has designated its Executive Director, Patrick O'Keeffe, or his designee as appointed in writing by him, as its sole representative with respect to the matters set forth in this Public Parking Places Improvement Agreement, who, until further notice to Pulte, shall have full authority and responsibility to act on behalf of Agency as required in this Public Parking Places Improvement Agreement.

7. **Pulte's Representative.** Pulte has designated Kevin Ma or such other designee as appointed by the Bay Area Division of Pulte, as its sole representative with respect to the matters set forth in this Public Parking Places Improvement Agreement, who, until further notice to Agency, shall have full authority and responsibility to act on behalf of Pulte as required in this Public Parking Places Improvement Agreement.

8. **Clean Up.** Prior to the Close of Escrow for purchase and sale of the Public Parking Places, Pulte shall remove all rubbish and debris therefrom and reasonably clean the Public Parking Places and access thereto.

9. **Punch List Items.** Within thirty (30) days following substantial completion of the Public Parking Places as evidenced by delivery of the Architect's Certificate and satisfaction of the conditions of Sections 8.2.5 and 8.2.6 of the Agreement, Agency shall provide Pulte a punch list (latent and hidden defects excepted), which punch list shall consist of those decorative and minor mechanical type adjustments which do not materially interfere with Agency's use of the Public Parking Places. Upon receipt of the punch list, Pulte shall, at Pulte's sole cost and expense, proceed to diligently remedy all such items.

Exhibit "H"

To Purchase and Sale Agreement

List of Hazardous Materials Reports

Phase I ESA
1289 65th Street
Blymer Engineers 05/21/98

Report of Excavation Pit Backfilling, Stock Pile
Disposal and Soil Boring Investigation
1275 66th Street
Century West Engineering 12/13/91

Letter Regarding Results of Soil Boring Investigation
1269 65th Street
Gribi & Associates 10/19/99

Letter regarding Soil Boring Results
1269 65th Street
Gribi & Associates 06/18/99

Phase I Survey Analysis
1301 65th Street
Geo-Tech Environmental Cons. Svcs. 03/03/00

Remedial Action Completion Certificate
Alameda County Health Care Services
Agency, Jun Makashima 11/17/95

Case Closure Summary
Alameda County HazMat, Susan Hugo 08/23/95

Initial Subsurface Investigation and Tank
Removal Soils Report for Henry Horn & Sons
Blymyer Engineers 07/14/88

Draft Letter to Lawrence May re: 1313 65th Street, Emeryville
- Joe Armao 05/23/91

Letter to Joe Armao re: 1313 65th Street
- Edward Peterson 03/25/91

Letter to Terry Horn, Henry Horn & Sons
Re: Oakland Diesel
- Sue Black, Blymyer Engineers 07/14/88

Letter to Gregg Zenter, Regional Water
Quality Control Board, re: Henry Horn & Sons
- Sue Black, Blymyer Engineers 07/14/88

2009178997 06/05/2009 12:50 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00
108 PGS

Recording Requested by and After Recordation Mail To:

City Attorney
City of Emeryville
1333 Park Avenue
Emeryville, CA 94608

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383

EMERYSTATION GREENWAY OWNER PARTICIPATION AGREEMENT

by and among the

EMERYVILLE REDEVELOPMENT AGENCY

and

EMERYSTATION TRIANGLE, LLC, a
California limited liability company

and

EMERYSTATION TRIANGLE II, LLC, a
California limited liability company

Shellmound Park and 1976 Emeryville Redevelopment Projects

Dated June 1 **, 2009**

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EMERYSTATION GREENWAY
OWNER PARTICIPATION AGREEMENT

THIS EMERYSTATION GREENWAY OWNER PARTICIPATION AGREEMENT ("**Agreement**") is entered into by and among the EMERYVILLE REDEVELOPMENT AGENCY, a public body corporate and politic ("**Agency**"), EMERYSTATION TRIANGLE, LLC, a California limited liability company ("**ES Triangle I**"), and EMERYSTATION TRIANGLE II, LLC, a California limited liability company ("**ES Triangle II**"), as of the Date of Agreement (as defined in Section 101). ES Triangle I and ES Triangle II are sometimes referred to individually herein as a "**Participant**" and collectively as "**Participants**."

RECITALS

The following recitals are a substantive part of this Agreement; capitalized terms used herein and not otherwise defined are defined in Section 101 of this Agreement:

A. The purpose of this Agreement is to effectuate the Redevelopment Plans for the Shellmound Redevelopment Project and the 1976 Emeryville Redevelopment Project by providing for mixed lab, retail, office, office/service and research and development uses together with improved public open space uses on certain real property ("**Site**"), the majority of which is located within the Shellmound Redevelopment Project and a small portion of which is located within the 1976 Emeryville Redevelopment Project. The Site consists of all or a portion of five parcels, as depicted on the Site Map attached hereto as Attachment No. 1, and more particularly described in the Site Legal Description attached hereto as Attachment No. 2. The Site is comprised of: (i) the entirety of two parcels, one parcel owned by ES Triangle I and located at the northern portion of the Site ("**Parcel A**"), and one parcel owned by ES Triangle II and located at the southern portion of the Site ("**Parcel B**"); and (ii) certain real property comprising all or a portion of three parcels currently owned by H.S.P., a California limited partnership ("**Collins Parcels**"), which may be acquired by Agency for continuation of development of the Emeryville Greenway. Parcel A and Parcel B are sometimes referred to individually herein as a "**Parcel**" and collectively as the "**Parcels**."

B. Participants own their respective Parcels in fee and each qualifies as an "**owner participant**" as that term is defined in the Redevelopment Plans, the Community Redevelopment Law and the Agency Rules. Participants desire to participate in the redevelopment of the Site in accordance with the Community Redevelopment Law, the Redevelopment Plans, the Agency Rules, and the terms of this Agreement.

C. Agency desires to enter into this Agreement because, pursuant to the Community Redevelopment Law and the Redevelopment Plans, it will help to eliminate blight within the Redevelopment Project areas, increase employment opportunities, provide additional public open space, and assist in providing an environment for economic growth and the well-being of the citizens of the City.

D. Agency is authorized and empowered under the Community Redevelopment Law and the Redevelopment Plans to enter into agreements for redevelopment of real property within the Redevelopment Project areas in conformity with the applicable Redevelopment Plans; to

receive consideration for the provision by the Agency of redevelopment assistance; to make and execute contracts and other instruments necessary or convenient to the exercise of its powers; and to incur indebtedness to finance or refinance the applicable Redevelopment Projects.

E. Agency and Participants desire to enter into this Agreement to set forth the terms and conditions relating to: (i) ES Triangle I's interim facade improvements to and lease of the existing building on Parcel A; (ii) ES Triangle I and ES Triangle II's streetscape improvements to Parcel A and Parcel B along Hollis Street; (iii) ES Triangle II's design and construction of the Greenway Improvements, to the extent provided for herein, dedication to City of the Plaza Greenway Property and Greenway Improvements, and long term commitment to maintain, repair and replace the Plaza Greenway Improvements from time to time as provided in the Plaza Greenway Maintenance Agreement; (iv) ES Triangle II's redevelopment of Parcel B with a new four-story, laboratory, research and development/office building; (v) ES Triangle I's future demolition of the existing building on Parcel A and development of a new laboratory, research and development/office building and associated private parking thereon following expiration of the Amyris Lease term; (vi) Agency's provision of certain financial assistance to ES Triangle II in connection with the redevelopment of the Parcel B; and (vii) the establishment of certain covenants and restrictions to ensure redevelopment of the Site in accordance with the Redevelopment Plans and this Agreement.

F. The fulfillment of this Agreement is in the vital and best interests of the City and the health, safety and welfare of its residents and in accord with the provisions of applicable federal, state and local law.

AGREEMENT

NOW, THEREFORE, Agency and Participant hereby agree as follows:

100. DEFINITIONS; REPRESENTATIONS AND WARRANTIES

101. Definitions.

"Affiliate of such Participant" means an entity or entities in which a particular Participant (or one or more members of such Participant, as of the date hereof) retains more than fifty percent (50%) in the aggregate, directly or indirectly, of the ownership or beneficial interest therein and retains management and control of the such entity or entities, either directly or indirectly through another entity, subject only to certain major events requiring the consent or approval of the other owners of such entity or entities.

"Agency" means the Emeryville Redevelopment Agency, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law of the State of California, and any assignee of or successor to its rights, powers and responsibilities.

"Agency Art Policy" means Agency's Policy Implementing the Private Development Contribution Provisions of the City Art in Public Places Ordinance for Nonresidential Developments with Agency Participation adopted on September 15, 1998.

"Agency Funding is defined in Section 502.1.

"Agency Assistance" is defined in Section 502.

"Agency Parties" is defined in Section 307.

"Agency Reimbursement" is defined in Section 502.5.

"Agency Rules" means, as applicable, Agency's Amended Rules Governing Participation by Property Owners and the Extension of Reasonable Preferences to Business Occupants in the 1976 Emeryville Redevelopment Project or Amended Rules Governing Participation by Property Owners and the Extension of Reasonable Preferences to Business Occupants in the Shellmound Park Redevelopment Project, adopted by resolutions of the Agency Board.

"Agreement" means this Owner Participation Agreement between Agency and Participants.

"Amyris" is Amyris Biotechnologies, Inc., a California corporation, and its successors and assigns.

"Amyris Lease" is that certain lease agreement dated April 23, 2008, by and between ES Triangle I, as landlord, and Amyris, as tenant, for certain premises on Parcel A.

"Available Property Tax Increment" means the property tax increment revenue allocated and paid to Agency pursuant to California Health and Safety Code Section 33670(b) attributable to assessed values of Parcel A and Parcel B, including improvements thereon, in excess of the assessed values for Parcel A and Parcel B and improvements thereon for the 2008/2009 Tax Year (exclusive of any supplemental assessment(s) for Parcel A for the 2008/2009 Tax Year that have occurred or may occur in the future with respect to the Amyris tenant improvements (i.e., any increase in the assessed value of Parcel A that is attributable to the Amyris tenant improvements will be part of the Available Property Tax Increment)), after deducting: (a) administrative charges, fees, or costs charged by Alameda County; (b) the portion of the property tax increment revenues from Parcel A and Parcel B and improvements thereon equal to the percentage of such revenues that Agency is required by law to set aside in the Agency's Low and Moderate Income Housing Fund, pursuant to the Community Redevelopment Law (currently twenty percent [20%] or such greater amount as may be amended from time-to-time by the State Legislature); (c) the portion of the property tax increment revenues from Parcel A and Parcel B and improvements thereon equal to the percentage of such revenue that Agency is required to pay to any and all governmental entities pursuant to Sections 33401, 33607.5 and 33676 of the Community Redevelopment Law; (d) the portion of the property tax increment revenues from Parcel A and Parcel B and improvements thereon equal to the product obtained by multiplying the property tax increment revenue from Parcel A and Parcel B and improvements thereon by a fraction, the numerator of which is the total amount of property tax increment revenues from the Redevelopment Projects the State mandates from time to time in the future that the Agency pay each year (including, for example, any payments which Agency may be required to pay to the Education Revenue Augmentation Fund pursuant to the Community Redevelopment Law) and the denominator of which is the total amount of property tax increment revenues for such year in the Redevelopment Projects as a whole, and (e) subject to Section 502.5(e), the portion of

property tax increment revenue from Parcel A and Parcel B and improvements thereon pledged by Agency for the repayment of any Bond Indebtedness heretofore issued, incurred or outstanding, including future refinancing of such existing Bond Indebtedness. Available Property Tax Increment shall not include any special taxes or assessment or voter-approved indebtedness.

"Bond Indebtedness" is defined in Section 502.5(f).

"Certificate of Completion" means the document evidencing a Participant's satisfactory completion of construction and installation of the Phase I Improvements or the Phase II Improvements, as applicable, as set forth in Section 311, in the form attached hereto as Attachment No. 5.

"City" means the City of Emeryville, a California municipal corporation.

"City Art Ordinance" means the City's Art in Public Places Ordinance that is defined in Article 4 of Chapter 2 of Title 3 of the Emeryville Municipal Code.

"City Council" means the City Council of the City of Emeryville.

"City Parties" is defined in Section 307.

"Claims" means demands, lawsuits, liabilities, obligations, claims, damages, fines, penalties, expenses, costs, and cause of actions (including reasonable attorneys' fees), whether at law or in equity.

"Collins Parcels" is defined in Recital A.

"Collins Greenway Property" is defined in Section 201.1.

"Commence Construction" and ***"Commencement of Construction"*** are defined in Section 302.

"Community Redevelopment Law" means the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000, *et seq.*).

"Conditions of Approval" is defined in Section 301.1.

"Conditions Precedent to Agency Funding" is defined in Section 502.6.

"Construction Drawings" is defined in Section 303.2.

"Costs Report" is defined in Section 502.3(a).

"Date of Agreement" means the date on which this Agreement is signed on behalf of Agency as indicated on the signature page hereof.

"Default" is defined in Section 601.

"Development and Construction Costs" is defined in Section 304.

"DTSC" means the State of California Department of Toxic Substances Control.

"Emeryville Greenway" means the series of off-street pedestrian and bike paths that follow an old railroad right-of-way from the northeast to the southwest corners of the City, linking various existing and proposed parks.

"EmeryStation East Noise Abatement Work" means the noise abatement work to be performed or to cause to be performed as part of the Phase I Improvements by ES Triangle II at the office property located at 5885 Hollis Street, Emeryville, as provided in Scope of Development section II.A.

"Executive Director" is defined in Section 103.2(a).

"Greenway Costs" is defined in Section 502.2(c).

"Greenway Improvements" means the public improvements to be constructed by ES Triangle II primarily on the Greenway Property as part of the Phase I Improvements, as described in Section II.A. of the Scope of Development. The Greenway Improvements shall have two primary components: (i) the portion of the Greenway Improvements to be constructed on the Plaza Greenway Property portion of Parcel B ("**Plaza Greenway Improvements**"), and (ii) the portion of the Greenway Improvements to be constructed on the Collins Greenway Property, subject to the terms of Section 200 ("**Collins Greenway Improvements**"). The Greenway Improvements also include the new public improvements to be constructed and installed by ES Triangle II on that certain portion of the City-owned Emeryville Greenway, as depicted on the Site Map.

"Greenway Property" means, collectively, the Plaza Greenway Property and the Collins Greenway Property.

"Hazardous Materials" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource

Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*, as the foregoing statutes and regulations now exist or may hereafter be amended.

"Interest" and ***"Interests"*** are defined in Section 103.1.

"Improvements" includes the Phase I Improvements, including the EmeryStation East Noise Abatement Work, and the Phase II Improvements, as more particularly described in Scope of Development Section II.

"Laws" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees, of the United States, the State of California, the County of Alameda, the City, any other political subdivision in which the Site is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Agency, a Participant, the Site or the Improvements, including all applicable state labor laws and standards (including prevailing wages, as applicable); all applicable public contracts requirements, zoning and development standards; building, plumbing, mechanical and electrical codes; all other provisions of the City Municipal Code (including the City's Living Wage Ordinance in Section 5-31.01 *et seq.* thereof, as applicable), and all applicable disabled and handicapped access requirements, including the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*

"Lease" is defined in Section 404(a).

"Liquidated Damages" is defined in Section 503.

"Non-Project Increment" is defined in Section 502.5(f).

"Notice" is defined in Section 701.

"Parcel A" is defined in Recital A.

"Parcel B" is defined in Recital A.

"Parcels" is defined in Recital A.

"Participants" means, collectively EmeryStation Triangle, LLC, a California limited liability company, and EmeryStation Triangle II, LLC, a California limited liability company and each of their respective permitted successors, assigns or transferees.

"Permitted Costs" is defined in Section 502.2.

"Phase I Construction Drawings" is defined in Section 303.2.

"Phase II Construction Drawings" is defined in Section 303.2.

"Phase I Improvements" means those improvements to be performed by each Participant (including the Greenway Improvements and the Public Improvements), all as more particularly described in Scope of Development Sections II.A. and II.B.

"Phase II Improvements" is defined in Section II.C. of the Scope of Development.

"Phase I Schematic Plans" is defined in Section 303.1.

"Phase II Schematic Plans" is defined in Section 303.1.

"Planning Approvals" is defined in Section 301.1.

"Plaza Greenway Maintenance Agreement" means the Plaza Greenway Maintenance Agreement between ES Triangle II and City for the maintenance of the Plaza Greenway Improvements, in the form attached hereto as Attachment No. 9.

"Plaza Greenway Property" means that portion of Parcel B determined to be necessary for development of the Greenway Improvements, as set forth in the Project Approvals and generally depicted on the Site Map.

"Project Approvals" is defined in Section 301.2.

"Public Improvements" is defined in Section 305.

"Public Improvements Agreement" means the agreement to be entered into between ES Triangle II and City pertaining to the Public Improvements in the form attached hereto as Attachment No. 7, as set forth in Section 305.

"Redevelopment Plan(s)" means, as applicable, the Redevelopment Plan for the 1976 Emeryville Redevelopment Project adopted on July 27, 1976, by Ordinance No. 76-04 of the City Council of the City of Emeryville, as amended, and incorporated herein by reference, and/or the Redevelopment Plan for the Shellmound Park Redevelopment Project adopted by Ordinance No. 87-07 on October 20, 1987, as amended, and incorporated herein by reference.

"Redevelopment Project(s)" means, as applicable, the 1976 Emeryville Redevelopment Project and/or Shellmound Park Redevelopment Project adopted by the City pursuant to the applicable Redevelopment Plan(s).

"Reduced Valuation" is defined in Section 502.5(b).

"Reduction Differential" is defined in Section 502.5(b).

"Relocation Costs" is defined in Section 502.2(a).

"Relocation/Goodwill Claims" is defined in Section 404(b).

"Remediation Costs" is defined in Section 502.2(b).

"RWQCB" means the Regional Water Quality Control Board.

"Schedule of Performance" means the Schedule of Performance attached hereto as Attachment No. 4, setting out the dates and/or time periods by which certain obligations set forth in this Agreement must be accomplished.

"Schematic Plans" is defined in Section 303.1.

"Scope of Development" means the Scope of Development attached hereto as Attachment No. 3, which describes the scope, amount and quality of the work of Improvements to be undertaken and constructed by each of the Participants.

"Site" is defined in Recital A.

"Site Clean Up Plan" is defined in Section 313.1.

"Site Legal Description" means the description of the Site attached hereto as Attachment No. 2.

"Site Map" means the map of the Site attached hereto as Attachment No. 1.

"Sound Mitigation Costs" is defined in Section 502.2(d).

"State Labor Code" is defined in Section 309.2.

"Tax Year" means the fiscal year of the Agency, which is July 1 to June 30.

"Tenant" or *"Tenants"* means each existing or new business, entity or person occupying, possessing or having the right to occupy or possess all or any part of either Parcel, including the buildings located or to be constructed thereon.

"TMA" means the Emeryville Transportation Management Association, a private, nonprofit agency responsible for administering the Emery-Go-Round, a transportation service system servicing Emeryville and the members participating in the Transportation Management Association.

"Undergrounding Project" is defined in Scope of Development section II.A.

"XOMA" is defined in Section 102.2(d).

102. Representations and Warranties.

102.1 Agency Representations. Agency represents and warrants to Participants as follows:

(a) Authority. Agency is a public body, corporate and politic, existing pursuant to the California Community Redevelopment Law (California Health & Safety Code Section 33000, *et seq.*), which has been authorized to transact business pursuant to action of the City. Agency has full right, power and lawful authority to perform its obligations hereunder and the execution, performance and delivery of this Agreement by Agency has been fully authorized by all requisite actions on the part of Agency.

(b) **No Conflict.** To the best of Agency's knowledge, Agency's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Agency is a party or by which it is bound.

102.2 Participants' Representations. Each Participant represents and warrants to Agency as of the Date of Agreement as follows:

(a) **Authority.** Such Participant is a limited liability company duly organized and in good standing under the laws of the State of California. The copies of the documents evidencing the organization of such Participant delivered to Agency are true and complete copies of the originals, as amended as of the Date of Agreement. Such Participant has full right, power and lawful authority to perform its obligations hereunder and the execution, performance and delivery of this Agreement by such Participant has been fully authorized by all requisite actions on the part of such Participant.

(b) **No Conflict.** To the best of such Participant's knowledge, such Participant's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which such Participant is a party or by which it is bound.

(c) **No Participant Bankruptcy.** Such Participant is not the subject of any voluntary or involuntary bankruptcy proceeding, and there has been no general assignment or general arrangement for the benefit of any of such Participant's creditors, and no trustee or receiver has been appointed to take possession of substantially all of the assets of such Participant.

(d) **Leases and Other Interests.**

(i) With respect to Parcel A, ES Triangle I represents that as of the Date of Agreement there are no unrecorded leases, licenses or use agreements, whether written or unwritten, affecting all or any portion of Parcel A or the improvements thereon, and no other person or entity has any unrecorded interests in or the right to possess all or any portion of Parcel A or the improvements thereon, except as follows: (i) Amyris, (ii) XOMA (US) LLC, a Delaware limited liability company, as successor to XOMA Corporation, a Delaware corporation ("**XOMA**"), and (iii) Open 4 Business, LLC.

(ii) With respect to Parcel B, ES Triangle II represents that as of the Date of Agreement there are no unrecorded leases, licenses or use agreements, whether written or unwritten, affecting all or any portion of Parcel B or the improvements thereon, and no other person or entity has any unrecorded interests in or the right to possess all or any portion of Parcel B or the improvements thereon.

(e) **Title.** Such Participant, as of the Date of Agreement, owns fee simple title to its Parcel (i.e., ES Triangle I is the owner of Parcel A, and ES Triangle II is the owner of Parcel B).

(f) Litigation. To the best of such Participant's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting its Parcel or any portion thereof, at law or in equity before any court or governmental agency, domestic or foreign.

(g) Governmental Compliance. Such Participant has not received any notice from any governmental agency or authority alleging that its Parcel or the existing improvements thereon are currently in material violation of any Laws applicable to its use and operation. If any such notice or notices of a material violation are received by a Participant following the Date of Agreement, such Participant shall provide a complete copy to Agency within ten (10) days of receipt thereof.

(h) No Agency Member Financial Interest. No member, official or employee of the Agency has any personal interest, direct or indirect, in this Agreement, the Parcel owned by such Participant, the improvements thereon, or in any other development project or business venture in which such Participant or its managing member is the controlling or managing member, general partner or majority shareholder.

102.3 Material Changes. Until the issuance of a Certificate of Completion for the Phase I Improvements as to ES Triangle II and issuance of a Certificate of Completion for the Phase II Improvements as to ES Triangle I, the applicable Participant shall, upon learning of any fact or condition that would cause any of the warranties and representations in Section 102.2 not to be true in material respects, immediately give written notice of such fact or condition to Agency.

103. Prohibition Against and Limitations on Change in Ownership, Management and Control of Participants.

103.1 General. The qualifications and identity of each Participant, each entity comprising such Participant, and its and their managing members, are of particular concern to the Agency. It is because of such demonstrated qualifications and identity that Agency has entered into this Agreement with Participants. No voluntary or involuntary successor in interest of any Participant shall acquire any interest in either or both Parcels, any portion thereof, or any rights or powers under this Agreement (each of the foregoing is referred to here as an "**Interest**" and collectively as "**Interests**"), except as expressly set forth herein. It is expressly stipulated and agreed that any assignment, sale, transfer or other disposition of all or any portion of either or both Parcels or any interest therein or any rights or powers under this Agreement in violation of this Section 103 shall be null, void and without effect and shall be ineffective to relieve any Participant of its obligations under this Agreement.

103.2 Prior to Issuance of Certificate of Completion.

(a) Except for pre-approved transfers described in subsection 103.3, (i) prior to issuance of a Certificate of Completion with respect to the Phase I Improvements, ES Triangle II shall not assign or transfer any Interest without the prior written approval of the executive director of the Agency ("**Executive Director**"), which approval shall not be unreasonably withheld, and (ii) prior to issuance of a Certificate of Completion with respect to

the Phase II Improvements, ES Triangle I shall not assign or transfer any Interest without the prior written approval of the Agency's Executive Director, which approval shall not be unreasonably withheld. The Agency's Executive Director shall have the right to disapprove any transfer or assignment that would materially diminish or otherwise materially impair the ability of either Participant to fulfill its duties and obligations under this Agreement.

(b) Each Participant shall promptly notify Agency in advance of any proposed transfer or assignment of any Interest. Notice shall not be required with respect to those pre-approved transfers listed in subsections 103.3(b), 103.3(c), 103.3(e), or 103.3(f). The Agency's Executive Director shall approve or disapprove the requested transfer or assignment within ten (10) business days after receipt of a written request for approval, together with such documentation as may be reasonably requested by the Agency's Executive Director in order to evaluate the proposed assignee's/transferee's experience and qualifications, including all loan documents in connection with any proposed refinancing and all documentation which Agency's Executive Director determines is reasonably necessary to evaluate the proposed transaction and the proposed assignee's/transferee's experience and qualifications. Each Participant may request that Agency execute a confidentiality agreement with respect thereto, and Agency shall endeavor (at the applicable Participant's sole cost and expense) to treat such information as confidential to the extent permitted by applicable Laws.

(c) In addition, each Participant shall deliver to the Agency's Executive Director the form of a proposed written assignment and assumption agreement in which the assignee or transferee would expressly agree to assume all rights and obligations of such Participant under this Agreement which arise after the effective date of the assignment or transfer. The assignment and assumption agreement shall be in a form reasonably acceptable to the Agency's legal counsel. Promptly following the date the assignment becomes effective, the transferring Participant shall deliver to Agency a fully executed counterpart of the assignment and assumption agreement.

103.3 Pre-Approved Transfers. Notwithstanding any other provision of this Agreement to the contrary, Agency approval of a transfer or assignment of any Interest shall not be required in connection with any of the following:

(a) Subject to a Participant submitting and obtaining Agency's approval of the assignment and assumption agreement referred to in Section 103.2(c), any transfer or assignment of any Interest to an Affiliate of such Participant;

(b) Transfers resulting from the death or mental or physical incapacity of any member of a Participant or any constituent thereof;

(c) The granting of temporary or permanent easements or permits to facilitate development of the Improvements;

(d) Except as otherwise required pursuant to Section 312.1 below with respect to Parcel A, any mortgage or assignment for financing purposes with respect to Parcel A or the existing improvements thereon;

(e) A transfer of the ownership interests in any Participant, which, combined with any and all previous or simultaneous transfers, represents less than fifty percent (50%) of the equity or beneficial interest of such Participant, provided such transfer does not cause a material change in the rights to manage and control such Participant; and

(f) Leases of space within the Phase I Improvements or the Phase II Improvements in accordance with Section 404.

In the event of an assignment or transfer by a Participant under Subsection 103.3(a) not requiring Agency's prior approval, such Participant nevertheless agrees that it shall give at least fifteen (15) days prior written Notice to Agency of such assignment or transfer. In addition, Agency shall be entitled to review such documentation as may be reasonably required by the Agency's Executive Director for the purpose of determining compliance of such assignment or transfer with the requirements of Subsection 103.3(a).

103.4 Mortgagee Protection. Nothing in this Section 103 or elsewhere in this Agreement shall prohibit (i) the sale or transfer of all or any portion of any Parcel through foreclosure of a mortgage or deed of trust permitted pursuant to Section 312.1, (ii) transfer of all or any portion of any Parcel to the holder of such permitted mortgage or deed of trust by deed in lieu of foreclosure, or (iii) transfer of all or any portion of any Parcel by any such holder subsequent to acquisition by foreclosure or deed in lieu, so long as such transfer complies with Section 312.

200. GREENWAY PROPERTY AND IMPROVEMENTS

ES Triangle II is obligated to construct the Greenway Improvements as a component of the Phase I Improvements, as further set forth in this Agreement, including the Public Improvements Agreement, Scope of Development, and the Schedule of Performance.

201. Collins Greenway Property and Improvements.

201.1 Acquisition of Collins Greenway Property. In order to continue extension of the existing Emeryville Greenway generally located east of Parcel A and south of 59th Street, the Agency shall consider acquiring those portions of the Collins Parcels necessary to construct the Collins Greenway Improvements ("**Collins Greenway Property**"). It is expressly acknowledged, understood and agreed by the parties that Agency undertakes no obligation to either of the Participants to adopt any resolutions of necessity with respect to the Collins Greenway Property and does not prejudge or commit to any Participant regarding the findings and determinations to be made by Agency with respect thereto.

201.2 Collins Greenway Improvements.

(a) Access and Site Preparation. If, subject to compliance with applicable Laws (including Eminent Domain Law), Agency elects to proceed with acquisition of the Collins Greenway Property, Agency shall, as soon as reasonably possible, and at its sole costs and expense (i) acquire such property, (ii) remediate Hazardous Materials that may exist on or under the Collins Greenway Property as set forth in Section 313.2(c), and (iii) relocate displaced occupants, if any, therefrom. Thereafter, Agency shall grant ES Triangle II access to

the Collins Greenway Property for purposes of constructing the Collins Greenway Improvements and for staging activities in connection with construction of the Phase I Improvements, as set forth in the Scope of Development and in the Public Improvements Agreement.

(b) **Timing.** The parties acknowledge that Agency and City each have sole discretion as to whether or not to elect to acquire the Collins Greenway Property, and that neither such elections nor timing thereof, have been determined. As such, if neither Agency nor City elect to acquire, or timely acquire, the Collins Greenway Property, (i) neither Agency nor City shall be in default under this Agreement or any other obligation or duty to any Participant under this Agreement or otherwise, (ii) the times set forth in the Schedule of Performance within which ES Triangle II must commence and complete construction of the Collins Greenway Improvements shall be tolled until such time as Agency or City does acquire the Collins Greenway Property, and (iii) ES Triangle II shall remain obligated to promptly commence and complete construction of the Collins Greenway Improvements following any such future acquisition of the Collins Greenway Property by Agency or City, subject to Agency's satisfaction of its obligations as set forth in Section 201.2(a), and subject to the time limitation set forth below. Notwithstanding the foregoing, if for any reason either Agency or City does not (i) acquire the Collins Greenway Property, (ii) complete the required remediation of the Collins Greenway Property and obtain a closure letter (such as a "no further action" letter) or other confirmation from DTSC, RWQCB, and other applicable environmental regulatory agency or agencies that such work has been satisfactorily completed (provided, however, that such closure letter may be limited to soil remediation (as opposed to groundwater) or may otherwise provide that it is subject to ongoing groundwater remediation and monitoring requirements), and (iii) deliver to ES Triangle II access to the Collins Greenway Property free and clear of any tenants or other occupants for the purpose of constructing the Collins Greenway Improvements to be constructed thereon (collectively, the "**Collins Greenway Property Required Conditions**"), on or before December 31, 2013, then ES Triangle II shall be released from any obligation hereunder to construct any of the Collins Greenway Improvements to be constructed the Collins Greenway Property and such requirement shall be deemed to have been waived by Agency.

(c) **Dedication of Collins Greenway Improvements.** Subject to Section 201.2(b), upon completion of the Collins Greenway Improvements to the City Engineer's reasonable satisfaction, as set forth in the Scope of Development and in the Public Improvements Agreement, ES Triangle II shall dedicate the Collins Greenway Improvements to Agency.

202. Plaza Greenway Property and Improvements.

202.1 Development Obligations. ES Triangle II shall be responsible for the remediation of any Hazardous Materials that may exist on or under that portion of Parcel B constituting the Plaza Greenway Property and for all other costs related to planning, designing, and constructing the Plaza Greenway Improvements. The Plaza Greenway Improvements shall be constructed as set forth in the Scope of Development and in the Public Improvements Agreement.

202.2 Dedication of Plaza Greenway Property and Improvements. Upon completion of the Plaza Greenway Improvements to the City Engineer's reasonable satisfaction,

as set forth in the Scope of Development and in the Public Improvements Agreement, and in accordance with the Project Approvals (defined in Section 301.2) ES Triangle II shall irrevocably offer to dedicate the Plaza Greenway Property and the Plaza Greenway Improvements to Agency. Agency hereby agrees, however, that it shall not accept such irrevocable offer to dedicate until the Agency Reimbursement has been fully paid to ES Triangle II as set forth in Section 502.5.

300. SCOPE OF DEVELOPMENT

301. Development, Approvals. Except as otherwise expressly provided in this Agreement, (i) ES Triangle II shall, at its sole cost, construct and install the Phase I Improvements on and abutting Parcel B, (ii) ES Triangle I shall, at its sole cost, construct and install the Phase I Improvements on and abutting Parcel A, and (iii) ES Triangle I shall, at its sole cost, construct and install the Phase II Improvements on Parcel A; each in accordance with the Scope of Development, the Planning Approvals, the Project Approvals, and the applicable Construction Drawings to be submitted by the applicable Participant and approved by the City as provided in Section 303.

301.1 Planning Approvals. "**Planning Approvals**" means: (a) for the Phase I Improvements, the "Conditions of Approval, EmeryStation Greenway Project, 5812 Hollis Street, UP08-04/DR08-10/VAR08-01: Exhibit A. Conditions of Approval" dated January 22, 2009 ("**Conditions of Approval**"), Conditional Use Permit No. UP08-04, Design Review approval DR08-10, and height variance VAR08-01, as set forth in those approvals granted by City of Emeryville Planning Commission in Resolution No. UP08-04/DR08-10/VAR08-01, and the Phase I Schematic Plans; and (b) for the Phase II Improvements, the Phase II Schematic Plans, Design Review approval, a Conditional Use Permit, and all other approvals that may then be required by the City of Emeryville Municipal Code or other applicable Laws.

301.2 Project Approvals. Before commencing demolition work or construction of the applicable Phase I Improvements or Phase II Improvements, the applicable Participant, at its expense, shall secure or cause to be secured any and all land use and other entitlements, including Planning Approvals, permits, and other approvals (collectively with respect to each of the Phase I Improvements and the Phase II Improvements, "**Project Approvals**"), which may be required by City and any other governmental agency exercising jurisdiction, including compliance with the California Environmental Quality Act (Public Resources Code Section 21000, *et seq.*). Agency staff will work cooperatively with each Participant to assist in coordinating the expeditious processing and consideration of all necessary Project Approvals for the applicable Participant. However, the execution of this Agreement does not constitute the granting of, or a commitment to obtain, any required Project Approvals required by Agency or City.

302. Schedule of Performance. Subject to the provisions of Section 702 hereof, (i) ES Triangle II shall commence and complete construction of the Phase I Improvements and satisfy all other obligations and conditions of this Agreement with respect thereto within the times established in the Schedule of Performance therefor, and (ii) ES Triangle I shall commence and complete construction of the Phase II Improvements and satisfy all other obligations and

conditions of this Agreement with respect thereto within the times established in the Schedule of Performance therefor. "**Commence Construction**" or "**Commencement of Construction**" shall be deemed to have occurred (y) with respect to the Phase I Improvements when ES Triangle II has commenced excavation and grading on Parcel B and/or demolition of existing structures and/or soils remediation activities, and (z) with respect to the Phase II Improvements when ES Triangle I has commenced excavation and grading on Parcel A in connection with demolition of existing structures and/or soils remediation activities; and in each case such date shall be memorialized in writing by the parties. Agency will consider reasonable requests for extension to the timelines set forth in the Schedule of Performance, and agrees that Planning Commission or City Council delays in consideration or issuance of Project Approvals (which are not solely a result of incomplete or late application submittals by a Participant) may constitute a reasonable basis for requesting such an extension. The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing between the applicable Participant and the Agency's Executive Director, and the Agency's Executive Director is authorized to make such revisions from time to time as he or she deems reasonably necessary.

303. Design Review.

303.1 Planning Application and Schematic Plans. Prior to the Date of Agreement, ES Triangle II has submitted and obtained City approval of an application for the Planning Approvals required for development of all Phase I Improvements, together with schematic plans prepared by DGA Architects dated January 8, 2009, illustrating the overall development concept for the Phase I Improvements including physical and functional integration thereof with the Phase II Improvements ("**Phase I Schematic Plans**"). Within the times set forth in the Schedule of Performance, ES Triangle I shall submit to City for review and approval a planning application and schematic plans illustrating the overall development concept of the Phase II Improvements, including physical and functional integration thereof with the Phase I Improvements ("**Phase II Schematic Plans**"). The Phase I Schematic Plans and the Phase II Schematic Plans are individually and collectively (as appropriate in context) referred to herein as the "**Schematic Plans**".

303.2 Construction Drawings and Related Documents. After City approval of the applicable Schematic Plans and within the time set forth in the Schedule of Performance, each Participant shall prepare and submit to City detailed construction plans with respect to the Phase I Improvements and Phase II Improvements, as applicable, including a grading plan, which shall have been prepared by a registered civil engineer. As applicable to the Phase I Improvements, the foregoing are referred to here as the "**Phase I Construction Drawings**" and as applicable to the Phase II Improvements, the foregoing are referred to herein as the "**Phase II Construction Drawings**". The Phase I Construction Drawings and the Phase II Construction Drawings are individually and collectively (as appropriate in context) referred to herein as the "**Construction Drawings**".

303.3 Revisions. If a Participant desires to propose any material revisions to approved Construction Drawings, it shall submit such proposed changes to the City and Agency, and shall also proceed in accordance with any and all Laws regarding such revisions. If any material change in the basic concept of the Phase I Improvements is proposed in the Construction Drawings from the basic concept set forth in the Phase I Schematic Plans as

originally approved by City with respect thereto, then Agency's approval of any revisions to such Construction Drawings may be conditioned upon the renegotiation of the economic terms of this Agreement. If the Phase I Construction Drawings, as modified by the proposed change, generally and substantially conform to the requirements of this Section 303 and the Scope of Development with respect thereto, the Agency's Executive Director shall review the proposed change and notify ES Triangle II in writing within fifteen (15) days after submission to Agency as to whether the proposed change is approved or disapproved; provided, however, that the Agency's Executive Director is authorized to and shall approve changes to the approved Phase I Construction Drawings provided such changes do not significantly reduce the cost of the proposed development and do not reduce the quality of materials to be used, as determined by Agency's Executive Director in his or her reasonable discretion. Any and all change orders or revisions required by City and its inspectors which are required under the City Municipal Code and all other applicable Uniform Codes (e.g., Building, Plumbing, Fire, Electrical, etc.) and under other applicable Laws shall be included by each Participant in its Construction Drawings and completed during construction of the Phase I Improvements or the Phase II Improvements, as applicable.

303.4 Consultation and Coordination. During preparation of the Construction Drawings, Agency staff and the applicable Participant shall hold progress meetings on an as-needed basis to coordinate the preparation, submission, and review of such Construction Drawings. Agency staff and each Participant shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of any documents to the Agency can receive timely and thorough consideration.

303.5 Defects in Plans. Agency shall not be responsible to any Participant or to any third parties in any way for (i) any defects in any Construction Drawings, (ii) any defects in any of the Improvements, or (iii) any structural or other defects in any work done according to the approved Schematic Plans or Construction Drawings.

304. Costs of Development and Construction. All costs of preparing the Parcels, relocating existing occupants, planning, designing, and constructing the Improvements on any Parcel ("**Development and Construction Costs**") shall be borne solely by ES Triangle I as to Parcel A and ES Triangle II as to Parcel B; provided, however, that Agency is extending certain financial assistance to ES Triangle II in connection with the Phase I Improvements as set forth in Section 500. Costs for the Greenway Improvements are addressed in Section 305. Notwithstanding anything in this Agreement to the contrary, other than as expressly set forth in Sections 305 and 500, Agency shall neither bear nor have any responsibility for any Development and Construction Costs or other costs related to the subject matter of this Agreement.

305. Public Improvements Agreement. Within the time set forth in the Schedule of Performance, ES Triangle II shall enter into an agreement with City for the design, construction and dedication to City of the Public Improvements, in the form attached hereto as Attachment No. 7 ("**Public Improvements Agreement**") and shall commence and complete construction of the Public Improvements as provided therein, in the Scope of Development, the Schedule of Performance, and otherwise under this Agreement. Provisions unique to the Greenway Property and the Greenway Improvements are discussed and referenced in

Section 200. "**Public Improvements**" means, collectively, the Greenway Improvements, the Undergrounding Project, and other required infrastructure and public improvements on or about the Parcels in connection with the Improvements.

306. Agreement for Potential Reimbursement of Undergrounding Project Costs. Within the time set forth in the Schedule of Performance, ES Triangle II shall enter into an agreement with City for the potential reimbursement of Undergrounding Project costs, in the form attached hereto as Attachment No. 8 ("**Agreement for Potential Reimbursement of Undergrounding Project Costs**").

307. Insurance Requirements. During any period of construction of the Phase I Improvements or the Phase II Improvements, ES Triangle II and ES Triangle I, as applicable, shall maintain and/or shall cause its contractor to maintain a commercial general liability policy in an amount not less than Two Million Dollars ($2,000,000) combined single limit, including contractual liability together with a comprehensive automobile liability policy in the amount of One Million Dollars ($1,000,000), combined single limit. Such policy or policies shall be written on an occurrence form, so long as such form of policy is then commonly available in the commercial insurance marketplace. During any period in which construction is being undertaken, ES Triangle II and ES Triangle I, as applicable, shall maintain or shall cause its contractor to maintain builder's all-risk insurance in an amount not less than the full insurable value of the Improvements under construction on a replacement cost basis; and ES Triangle II and ES Triangle I, as applicable, shall cause to be furnished to Agency evidence reasonably satisfactory to Agency that any contractor with whom such Participant has contracted for the performance of work on its Parcel or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. Companies writing the insurance required hereunder shall be approved to conduct business in the State of California. A Participant's insurance shall be placed with insurers with a current A.M. Best's rating of no less than A-:VII. Each Participant shall furnish appropriate certificate(s) of insurance evidencing the insurance coverage required by such Participant hereunder, and the Agency, its officers, officials, and employees (collectively, "**Agency Parties**"), the City, and its officers, officials, and employees (collectively, "**City Parties**") shall be named as additional insured parties under the liability policies required hereunder. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify City and Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination (ten (10) days advance notice in the case of cancellation for nonpayment of premiums). Coverage provided hereunder by Participant shall be primary insurance and shall not be contributing with any insurance, self-insurance or joint self-insurance maintained by Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of City and Agency to the extent that such waiver is commonly available with respect to such coverages. The required certificate shall be furnished by a Participant to Agency within the time provided in the Schedule of Performance.

308. Rights of Access. During the period of construction of the Phase I Improvements or the Phase II Improvements, representatives of Agency shall have the reasonable right of access to the applicable Parcel, without charges or fees, at normal construction hours for the purposes inspecting such Parcel and Improvements being constructed thereon and ensuring

compliance with this Agreement, so long as Agency and it representatives comply with all safety and security rules. Agency and its representatives shall, except in emergency situations, notify the applicable Participant at least forty-eight (48) hours in advance of exercising its rights pursuant to this Section 308. Nothing herein shall be deemed to limit the ability of City to conduct code enforcement and other administrative inspections of any Parcel and Improvements being constructed thereon in accordance with applicable law.

309. Compliance with Laws; Prevailing Wage Requirements.

309.1 Compliance with Laws. ES Triangle II and ES Triangle I, as applicable, shall carry out the construction of the Phase I Improvements and the Phase II Improvements and all other work pursuant to this Agreement in conformity with all applicable Laws. All such work shall be performed by one or more qualified contractors duly licensed in and in good standing under the laws of the State of California.

309.2 Prevailing Wage Requirements, Phase I Improvements.

(a) ES Triangle II acknowledges and agrees that the Phase I Improvements (including, at a minimum, the core and shell with respect to the new building to be constructed on Parcel B) will constitute "public works" as defined in Labor Code section 1720 in that such Phase I Improvements (including, at minimum, the core and shell with respect to the new building to be constructed on Parcel B) involve construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds under Labor Code section 1720 *et seq.* ("**State Labor Code**"). Accordingly, ES Triangle II shall comply with all applicable State Labor Code requirements, including provisions requiring the payment of prevailing wages in connection with construction of the Phase I Improvements. ES Triangle II shall require its general contractor for the Phase I Improvements to post at Parcel B, the Greenway Property, and other applicable portions of the Site, prevailing wage rates for all applicable trades and to submit copies of payroll records to ES Triangle II to ensure compliance with State Labor Code requirements pertaining to "public works." ES Triangle II shall provide such payroll records to Agency promptly following Agency's request therefor. ES Triangle II shall also include in its general contractor agreement for the Phase I Improvements a provision, in a form reasonably acceptable to Agency, obligating such general contractor to require its contractors and/or subcontractors to comply with all State Labor Code requirements pertaining to "public works" (as defined in Labor Code Section 1720).

(b) ES Triangle II shall defend (with counsel reasonably acceptable to Agency) Agency, City, Agency Parties, and City Parties from and against any and all Claims made by a third party or parties arising out of ES Triangle II's obligation to comply with all State Labor Code requirements pertaining to public works and payment of prevailing wages in connection with the Phase I Improvements, as required pursuant to the immediately preceding paragraph, and indemnify and hold harmless Agency and City with respect to all final judgments or settlements in actions brought by any "contractor" in which Agency or City is (i) determined to be an "awarding body" and (ii) damages are awarded, pursuant to Labor Code sections 1726 or 1781. ES Triangle II's indemnity obligations under this Section 309.2 shall survive expiration or termination of this Agreement with respect to ES Triangle II and issuance of a Certificate of Completion for the Phase I Improvements.

(c) ES Triangle II hereby waives, releases and discharges forever Agency, City, Agency Parties, and City Parties, from any and all present and future Claims arising out of or in any way connected with Participant's obligation to comply with all State Labor Code requirements pertaining to public works and payment of prevailing wages pursuant to the first paragraph of this Section 309.2.

309.3 Prevailing Wage Requirements, Phase II Improvements. As provided in Section 501 in more detail, Agency is not providing financial assistance to ES Triangle I under this Agreement or otherwise in connection with the Phase II Improvements. To the extent that all or any portion of the Phase II Improvements for which ES Triangle I is responsible or otherwise undertakes constitutes "public works" under the State Labor Code, the provisions of Section 309.2 shall be deemed to refer to and bind ES Triangle I, and are expressly acknowledged and agreed to by ES Triangle I in connection therewith.

310. Taxes and Assessments. During its period of ownership of a Parcel and the Improvements thereon, each Participant shall pay prior to delinquency all ad valorem real estate taxes and assessments on its Parcel and the Improvements thereon, or any portion thereof, subject to such Participant's right to contest in good faith any such taxes. Such Participant shall remove or have removed any levy or attachment made on its Parcel or the Improvements thereon or any part thereof, or shall assure the satisfaction thereof within thirty (30) days following the date of attachment or levy. Participant's obligations under this Section 310 are subject to applicable notice and cure periods; a Participant's failure to comply with this Section 310 shall not constitute a Default under this Agreement except as provided under Section 601.

311. Certificate of Completion.

311.1 Form of and Request. Each "**Certificate of Completion**" shall be substantially in the form of Attachment No. 5 attached hereto. Because construction and development of the Parcels shall be in phases, following the satisfactory completion of each phase of the work of Improvements in conformity with this Agreement, ES Triangle II with respect to the Phase I Improvements and ES Triangle I with respect to the Phase II Improvements may request that Agency issue a Certificate of Completion with respect to such work; provided, however, that if the Collins Greenway Property Required Conditions have not been satisfied by Agency or City prior to the time that the other portions of the Phase I Improvements have been completed, ES Triangle II shall be entitled to a Certificate of Completion for the Phase I Improvements, but issuance of such Certificate of Completion for the Phase I Improvements shall not excuse the requirement to construct the Collins Greenway Improvements if the Collins Greenway Property Required Conditions are subsequently satisfied by Agency or City prior to the date specified in Section 201.2(b) (and the Certificate of Completion for the Phase I Improvements shall specify such requirement).

311.2 Issuance. Agency shall not unreasonably withhold any Certificate of Completion. If Agency refuses or fails to furnish a Certificate of Completion, Agency shall, within ten (10) business days after a Participant's written request therefor, provide such Participant with a written statement of the reasons the Agency refused or failed to furnish the Certificate of Completion. The statement shall also contain Agency's opinion of the actions such Participant must take to obtain the Certificate of Completion.

311.3 Effect. Each Certificate of Completion shall be a conclusive determination of the applicable Participant's satisfactory completion of the applicable phase of the work of Improvements. Any party then owning or thereafter purchasing or otherwise acquiring any interest in the Parcel with respect to which such Certificate of Completion applies shall not (because of such ownership, purchase, or acquisition) incur any obligation or liability under this Agreement in connection with the work referenced in such Certificate of Completion except for those continuing covenants as set forth in Section 406 or in the Plaza Greenway Maintenance Agreement. Notwithstanding anything in this Agreement to the contrary, no Certificate of Completion shall constitute evidence of compliance with or satisfaction of any obligation of a Participant to the holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the construction of the Phase I Improvements or the Phase II Improvements, or any part thereof; nor shall any Certificate of Completion constitute a notice of completion as referred to in Section 3093 of the California Civil Code.

312. Mortgage, Deed of Trust, Sale and Lease-Back Financing.

312.1 No Encumbrances Except Mortgages, Deeds of Trust, or Sale and Lease-Back for Development. Mortgages and deeds of trust are permitted on Parcel B for any purposes and Agency shall have no approval or disapproval rights with respect thereto. During the period prior to construction of the Phase II Improvements, ES Triangle I and its successors and assigns shall be permitted to encumber Parcel A and the improvements thereon with mortgages or deeds of trust for financing purposes, provided, however, no negative amortization loans shall be permitted and the total loan to value ratio of all such financings (as of the date of such financing) shall not exceed sixty percent (60%). The loan to value ratio shall be determined by dividing the total principal amount of all existing and new proposed indebtedness secured by Parcel A and the improvements thereon by the then current fair market value of the Parcel A land and improvements as evidenced by an appraisal performed by an MAI licensed appraiser or as otherwise reasonably determined by the lender making such loan. Prior to entering into any proposed mortgage or deed of trust with respect to Parcel A or the improvements thereon, ES Triangle I shall request Agency's approval thereof, which request for approval shall be accompanied by complete copies of all loan documents and a copy of the appraisal supporting lender's determination that the loan to value ratio does not exceed the maximum percentage set forth above. Approval of any such financing shall not be unreasonably withheld, and in any event the Executive Director shall approve or disapprove the requested mortgage or deed of trust financing within ten (10) business days after receipt of a written request for approval, together with such documentation as may be reasonably requested by the Agency's Executive Director in order to evaluate the proposed financing. The requirements of this Section 312.1 with respect to Parcel A and the improvements thereon shall pertain to any financing prior to the financing for the construction of the Phase II Improvements. The words "mortgage" and "deed of trust" as used herein shall include sale and lease-back financing.

312.2 Holder Not Obligated to Construct Improvements. The holder of any mortgage or deed of trust on a Parcel shall not be obligated by the provisions of this Agreement to construct or complete the Phase I Improvements or the Phase II Improvements, as applicable, or to guarantee such construction or completion. Nothing in this Agreement shall be deemed to or be construed to permit or authorize any such holder to devote such Parcel to any uses or to construct any improvements thereon other than those uses and Phase I Improvements or Phase II

Improvements, as applicable, provided for or authorized by this Agreement and the Project Approvals for such Parcel.

312.3 Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure. With respect to any mortgage or deed of trust granted by a Participant on its Parcel, whenever the Agency shall deliver any Notice or demand to such Participant with respect to any breach or default by such Participant hereunder, Agency shall at the same time deliver to each holder of record of any mortgage or deed of trust on such Parcel a copy of such Notice or demand. No Notice of default shall be effective as to the holder unless such Notice is given. Each such holder shall (insofar as the rights of Agency are concerned) have the right, at its option, within one hundred twenty (120) days after the receipt of the Notice, to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. In the event possession of such Parcel (or portion thereof) is required to effectuate such cure or remedy, the holder shall be deemed to have timely cured or remedied if it commences the proceedings necessary to obtain possession thereof within one hundred twenty (120) days, diligently pursues such proceedings to completion, and, after obtaining possession, diligently completes such cure or remedy (the foregoing time periods being subject to extension during the period that such holder is precluded from taking or pursuing any such action as a consequence of any bankruptcy stay or other court order). Nothing in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Phase I Improvements or the Phase II Improvements, as applicable (beyond the extent necessary to conserve or protect such improvements or construction already made) without first having expressly assumed such Participant's obligations to Agency by written agreement reasonably satisfactory to Agency. Any such holder properly completing such improvements shall be entitled, upon compliance with the requirements of Section 311, to a Certificate of Completion.

313. Environmental Remediation.

313.1 Site Clean Up Plan. "**Site Clean Up Plan**" means a site clean up and remediation plan as to the applicable Parcel, including remediation of all Hazardous Materials located in, on, or under the Parcels to levels such that the post-cleanup condition of the applicable Parcels is acceptable to DTSC, RWQCB, and other applicable environmental regulatory agency or agencies for the proposed uses thereof as contemplated under this Agreement.

(a) Parcel B. As to Parcel B, Agency has obtained a Phase I environmental site assessment entitled "Limited Environmental Site Assessment of the Alders Site, located on 5812 Hollis Street" dated May 1, 2006, and a Phase II environmental site assessment entitled "Phase II Environmental Site Assessment for the Alders Property" dated March 24, 2008. Prior to Commencement of Construction of the Phase I Improvements, ES Triangle II shall prepare and submit to DTSC, RWQCB, other applicable environmental regulatory agency or agencies, and City, and obtain their approval of, a Site Clean Up Plan for Parcel B.

(b) Parcel A. As to Parcel A, ES Triangle I has, at its expense, obtained a Phase I environmental site assessment entitled "Miller Property Phase I

Environmental Site Assessment 5850 Hollis Street, Emeryville, California" dated August 14, 2007, and a Phase II environmental site assessment entitled "Phase II - Miller Property Brownfields Program Phase II Assessment, 5850 Hollis Street, Emeryville, California, Final Report" dated August 15, 2007. Prior to Commencement of Construction of the Phase II Improvements, ES Triangle I shall prepare and obtain applicable regulatory agency approval of a Site Clean Up Plan for Parcel A, if required.

313.2 Remediation Work.

(a) Performance, Generally. Pursuant to the Planning Approvals and within the time set forth in the Schedule of Performance, each Participant, at its expense, shall perform the work required under the approved Site Clean Up Plan applicable to its Parcel and obtain a closure letter (such as a "no further action" letter) or other confirmation from DTSC, RWQCB, and other applicable environmental regulatory agency or agencies that such work has been satisfactorily completed; provided, however, that such closure letter may be limited to soil remediation (as opposed to groundwater)or may otherwise provide that it is subject to ongoing groundwater remediation and monitoring requirements. Participant shall provide copies of all such closure letters to the Agency. Each Participant shall complete all work on its Parcel required under the applicable Site Clean Up Plan, other than any ongoing groundwater remediation and monitoring requirements, prior to receiving any occupancy permit for any portion of the Phase I Improvements or the Phase II Improvements, as applicable; and for purposes of issuance of an occupancy permit only, completion of such work shall be evidenced by a certificate of the environmental engineer or consultant who oversaw the implementation of the applicable Site Clean Up Plan. The remediation work shall be performed in accordance with all applicable Laws. Each Participant shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials that are located in, on, under or about its Parcel. Such precautions shall include compliance with all Laws with respect to Hazardous Materials.

(b) Parcel A and Parcel B. In addition to the foregoing, and except as otherwise expressly set forth in Section 502.2(b) with respect to the Remediation Costs, remediation of any Hazardous Materials on or under each Parcel shall be performed by the Participant that owns such Parcel, at its sole cost and expense. Such Participant shall be solely responsible for (i) contracting with all appropriate and necessary contractors; (ii) administering all contracts; (iii) complying with remediation plan requirements of the administering agency; (iv) paying all remediation costs, including all studies, investigations, tests and site remediation as required by the administering agency; and (v) obtaining all closure letters necessary to permit the uses set forth in this Agreement and in the Planning Approvals for the Parcel.

(c) Collins Greenway Property. Remediation of any Hazardous Materials on or under the Collins Greenway Property shall be performed by Agency at its sole cost and expense. Agency shall be solely responsible for (i) preparing a Site Clean Up Plan for the Collins Greenway Property; (ii) contracting with all appropriate and necessary contractors; (iii) administering all contracts; (iv) complying with remediation plan requirements of the administering agency; (v) paying all remediation costs, including all studies, investigations, tests and site remediation as required by the administering agency; and (vi) obtaining all closure

letters necessary to permit the uses set forth in this Agreement for the Collins Greenway Property.

314. Compliance with City Art Ordinance and Agency Art Policy. Within the times set forth in the Schedule of Performance, each Participant shall comply with the City's Art in Public Places Ordinance (Article 4 of Chapter 2 of Title 3 of the Emeryville Municipal Code ("**City Art Ordinance**") and the Agency's Policy Implementing the Private Development Contribution Provisions of the City Art in Public Places Ordinance for Nonresidential Developments with Agency Participation adopted on September 15, 1998 ("**Agency Art Policy**") for the Phase I Improvements and Phase II Improvements, as applicable. In accordance with the City Art Ordinance and the Agency Art Policy, prior to issuance of a certificate of occupancy with respect to the Phase I Improvements or Phase II Improvements, the applicable Participant shall pay to Agency for deposit into the Emeryville Public Art Fund one percent (1%) of building development costs (as such building development costs are specified in the City Art Ordinance); provided, however, such Participant may satisfy up to sixty percent (60%) of the foregoing public art fee amount through the purchase and installation of on-site art of equal value as determined and approved by the Agency.

315. Participation in Emery-Go-Round. On or before the issuance of a certificate of occupancy for the Phase I Improvements or the Phase II Improvements, as applicable, each Participant shall have become a member in the Emeryville Transportation Management Association ("**TMA**"), a private, nonprofit agency responsible for administering the Emery-Go-Round, a transportation service system servicing Emeryville and the members participating in the TMA. Each such Participant shall continue as a member of the TMA for so long as the TMA or its successor or assignee is in fact operating the Emery-Go-Round. Each Participant shall execute a TMA Membership Agreement as required in the Conditions of Approval and otherwise in accordance with the policies, rules and regulations of the TMA in effect from time to time. The parties acknowledge and agree that a Participant's continuous participation in the City of Emeryville Citywide Property and Business Improvement District until the expiration thereof (currently 2015/16), including any future extensions thereof, shall satisfy such Participant's TMA obligations set forth in this Section 315.

400. COVENANTS, RESTRICTIONS AND AGREEMENTS

401. Use Covenants. Each Parcel shall be used for the mixed lab, retail, office, office/services, restaurant/café, research and development, and parking uses set forth in the Scope of Development and the Project Approvals for such Parcel, as the same may be amended or modified from time to time. All uses on a Parcel shall conform to the Redevelopment Plans and this Agreement. The use covenants set forth in this Section 401 shall remain in effect for the period of time specified in Section 406.

402. Maintenance Covenants. Each Participant, at its expense, shall maintain the improvements and landscaping on its Parcel in a clean and orderly condition and in good condition and repair, ordinary wear and tear excepted, and keep its Parcel free from any accumulation of debris and waste materials for the period of time specified in Section 406. ES Triangle II's obligations with respect to the Plaza Greenway Improvements shall be set forth in a maintenance agreement between ES Triangle II and City in the form attached hereto as

Attachment No. 9 ("**Plaza Greenway Maintenance Agreement**"), which shall be executed and acknowledged by ES Triangle II and delivered to City for recordation in the Official Records of Alameda County prior to ES Triangle II receiving an occupancy permit for any portion of the Phase I Improvements. ES Triangle II shall have the right, from time to time, to adjust maintenance standards and schedules for the Plaza Greenway Improvements, provided the maintenance continually meets or exceeds the specified minimum standards, all as set forth in the Plaza Greenway Maintenance Agreement. The Plaza Greenway Maintenance Agreement shall remain in effect for the period of time specified in Section 406.

403. Nondiscrimination Covenants.

403.1 No Discrimination. Each Participant covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of section 12955, and section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of such Participant's Parcel, any improvements thereon, or any part thereof, nor shall the grantee or any person claiming under or through such Participant, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants and all other provisions of this Section 403 shall run with the land and shall be contained in each subsequent grant deed conveying title to the each Parcel, any improvements thereon, or any part thereof, to any subsequent owner, and the provisions of this Section 403 shall survive expiration or other termination of this Agreement.

403.2 Nonsegregation Clause. Each Participant shall refrain from restricting the rental, sale or lease of its Parcel or any improvements thereon, or any part thereof, on account of any basis listed in subdivision (a) or (d) of section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of section 12955, and section 12955.2 of the Government Code. All such deeds, leases or contracts for the rental, sale or lease of the Parcel or any improvements thereon, or any part thereof, made by such Participant after the Date of Agreement, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of section 12955 of the Government Code, as those bases are defined in sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of section 12955, and section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of section 12955 of the Government Code, as those bases are defined in sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of section 12955, and section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of section 12955 of the Government Code, as those bases are defined in sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of section 12955, and section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

404. Lease of Existing Building on Parcel A. ES Triangle I has leased portions of the building on Parcel A to Amyris, XOMA and Open 4 Business. ES Triangle I may hereafter lease portions of the building on Parcel A to one or more other Tenants, subject to the following conditions:

(a) The term, including any and all extension options, of all new leases, licenses, subleases, or other use or occupancy agreements or amendments thereto entered into or subject to consent or approval by or on behalf of ES Triangle I or its successors (each, a "**Lease**") shall expire on or before the Amyris Lease expiration date of April 30, 2018; provided, however, if Amyris exercises its existing option to extend the Amyris Lease term for an additional five (5) years to April 30, 2023, the term of such other Leases may also be extended, but in no event beyond the extended term of the Amyris Lease.

(b) Each such Lease, including any permitted renewals or extensions thereof, shall include a waiver of relocation rights and related claims, including loss of business goodwill ("**Relocation/Goodwill Claims**"), arising from termination of such Lease and/or redevelopment of Parcel A as contemplated by this Agreement, in substantially the following form:

> *Tenant has been informed that Landlord has entered or intends to enter into an Owner Participation Agreement ("**OPA**") with the Emeryville Redevelopment Agency ("**Agency**") and that said OPA contemplates the demolition and/or redevelopment of the building in which the premises are located following the expiration or earlier termination of this Lease. Tenant understands that by virtue*

*of the OPA or other agreements between Landlord and the Agency and/or the City of Emeryville ("**City**"), Tenant may be eligible for relocation payments and other relocation assistance under Government Code Sections 7260 et seq. or other State, Federal or local laws and regulations ("**Relocation Assistance Law**"). Tenant understands that the Relocation Assistance Law provides, among other things, for: (a) advisory assistance, including referral to comparable facilities; (b) payment of actual, reasonable moving and related expenses or for a fixed expense and dislocation allowance, at the displaced tenant's election; (c) payment of certain business reestablishment expenses; and (d) ninety (90) days written notice before being required to move.*

As material consideration for Landlord's obligations under this Lease, Tenant fully waives, releases and discharges Landlord, Agency, City and its and their respective officers, employees, volunteers, agents and representatives, from and against any and all manner of rights, demands, liabilities, obligations, claims, damages, fines, penalties, expenses (including attorneys' fees and costs), and causes of action, in law or equity, of any kind or nature, known or unknown, now existing or hereinafter arising, which arise from or relate in any manner to the expiration or termination of Tenant's leasehold interest as provided for herein, or the discontinuance or relocation of Tenant's business operations, or the relocation of any other person, business, or other occupant located on or within the premises, including the waiver and release of all business goodwill claims (if any) and all relocation rights and benefits available under the Relocation Assistance Law. Tenant acknowledges and agrees that the waiver and release set forth herein is material consideration for Landlord's agreements hereunder, that City and Agency are third-party beneficiaries of the waivers and releases set forth herein, and that, but for this waiver and release, Landlord would not have entered into this Lease with Tenant. By releasing and forever discharging all of the claims and rights described above, Tenant expressly waives any rights under California Civil Code section 1542, which provides:

> *"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."*

As such relates to this paragraph, Tenant hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

_____

Tenant Initials

The obligations of Tenant under this paragraph shall survive the termination or expiration of this Lease.

(c) Each such Lease, including any permitted renewals or extensions thereof, shall include notice of the intended development of the Phase II Improvements on Parcel A, and the overall redevelopment of Parcel A as contemplated by this Agreement.

(d) Participant shall deliver to Agency copies of all written Leases, and written accounts of all oral Leases, including any amendments or renewals of same, and shall annually provide Agency with a written affirmation of its compliance with this Section 404. Participant may redact the rent amounts and other monetary terms of all such provided Leases which the parties agree represent confidential proprietary information of Participant.

(e) The provisions of this Section 404 shall be applicable to Leases of portions of the existing improvements on Parcel A, but shall not be applicable to Leases for occupancy of all or any portion of the Phase II Improvements following completion thereof, regardless of whether any such Lease is entered into prior to construction of the Phase II Improvements or thereafter.

405. Relocation Costs and Obligations.

405.1 Relocation. Each Participant acknowledges that development of its Parcel requires relocation of occupants from such Parcel in accordance with the Relocation Assistance Law. ES Triangle II represents that certain occupants of Parcel B have already been relocated and all-inclusive lease termination and settlement agreements have been entered into by ES Triangle II and such relocated occupants. Each Participant shall be solely responsible for any and all costs of relocating occupants of its Parcel.

405.2 Waivers. Each Participant shall obtain relocation waivers and releases from all new and existing (to the extent permitted under applicable existing leases) Tenants of all or any part of either Parcel retroactive to the date of inception of their Leases. In addition, any lease termination agreements entered into between a Participant and such new or existing Tenants of its Parcel shall include waivers and releases of Relocation/Goodwill Claims substantially in the form set forth in Section 404(b) above. The provisions of this Section 405 shall be applicable to existing or new Leases of portions of the existing improvements on a Parcel, but shall not be applicable to Leases for occupancy of all or any portion of the Phase I Improvements or Phase II Improvements, as applicable, following completion thereof, regardless of whether any such Lease is entered into prior to construction of the Phase I Improvements or Phase II Improvements or thereafter.

405.3 Indemnification. Each Participant shall defend (with counsel reasonably acceptable to Agency), indemnify and hold harmless Agency, City, Agency Parties, and City Parties, from and against any and all Relocation/Goodwill Claims that may be asserted by any Tenants or any other current or former occupants of its Parcel. Each Participant's indemnity obligations under this Section 405 shall survive expiration or termination of this Agreement and issuance of any Certificate of Completion.

406. Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction. Agency is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the

purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided, without regard to whether Agency has been, remains or is an owner of any land or interest therein in any Parcel or the Redevelopment Projects. Agency shall have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. The covenants contained in this Agreement shall remain in effect with respect to Parcel A and Parcel B until the issuance of the applicable Certificate of Completion for the Phase I or Phase II Improvements, as applicable, except for the following:

(a) The covenants pertaining to use and maintenance of each Parcel all improvements thereon, as set forth in Sections 401 and 402 shall remain in effect until expiration of the Shellmound Park Redevelopment Plan.

(b) The covenants pertaining to maintenance, repair and replacement of the Plaza Greenway Improvements shall remain in effect as provided in the Plaza Greenway Maintenance Agreement.

(c) The covenants against discrimination, as set forth in Section 403 shall remain in effect in perpetuity.

500. AGENCY ASSISTANCE AND REIMBURSEMENT

501. Limitations. Agency is providing the Agency Funding to ES Triangle II only, and is not providing any Agency Funding or other financial assistance to ES Triangle I under this Agreement or otherwise in connection with the Phase II Improvements. ES Triangle II shall not disburse or release to ES Triangle I any portion of the Agency Funding, or any other financial assistance, if any, that may be extended to ES Triangle II by City or Agency. All disbursements shall be applied by ES Triangle II solely for the purposes for which the funds have been disbursed and in strict accordance with this Agreement. The provisions of this Section 501 shall control over anything to the contrary in this Agreement (including the Attachments hereto), any Project Approvals, any City agreements, and any other agreements between or among Agency, City, ES Triangle I, and/or ES Triangle II.

502. Agency Funding.

502.1 Total Agency Funding. Agency shall pay to ES Triangle II (in cash or other immediately available funds) for use towards Permitted Costs (as defined in Section 502.2) the Agency Assistance and Agency Reimbursement, as those terms are defined in Sections 502.4 and 502.5, respectively (collectively, "**Agency Funding**").

502.2 Permitted Costs. Except as otherwise provided for below, the Agency Funding shall be utilized for the following items (collectively, "**Permitted Costs**"):

(a) An amount not to exceed FIVE HUNDRED TWENTY-EIGHT THOUSAND AND NO/100 DOLLARS ($528,000.00) to reimburse ES Triangle II for costs

incurred by ES Triangle II in connection with relocating prior or existing tenants of Parcel B ("**Relocation Costs**").

(b) An amount not to exceed NINE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($925,000.00) to reimburse ES Triangle II for out-of-pocket costs reasonably incurred by ES Triangle II and paid to unaffiliated third parties in connection with site assessment and remediation of Parcel B (whether prior to or following the Date of Agreement), including, without limitation, environmental consultants, contractors, disposal fees, taxes, soil and groundwater remediation, abatement of asbestos and lead in the existing building on Parcel B ("**Remediation Costs**"). The parties agree that, with respect to any required excavation and soil removal, only the incremental costs associated with excavating and disposing of Hazardous Materials, as opposed to clean fill, shall be considered.

(c) The amount of SEVEN HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS ($735,000.00) to compensate ES Triangle II for the full fair market value of the Plaza Greenway Property, plus the improvements to be constructed thereon by ES Triangle II ("**Greenway Costs**").

(d) An amount not to exceed THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) to reimburse ES Triangle II for fifty percent (50%) of the actual out-of-pocket costs reasonably incurred by ES Triangle II and paid to unaffiliated third parties in connection with (i) noise abatement and sound mitigation related to the Phase I Improvements as detailed in the Phase I Project Approvals, and (ii) the EmeryStation East Noise Abatement Work (collectively, "**Sound Mitigation Costs**").

PROVIDED, HOWEVER, if and to the extent that the Relocation Costs, Remediation Costs and/or Sound Mitigation Costs incurred by ES Triangle II are less than the maximum amounts specified above for any such cost item, any cost savings achieved by ES Triangle II with respect to any such cost item may be applied to: (i) any costs in excess of the amount specified above for any of Relocation Costs, Remediation Costs and/or Sound Mitigation Costs, and/or (ii) reimbursement of costs incurred by ES Triangle II for Undergrounding Project Improvements (and, if any such cost savings are applied to the reimbursement of the costs of the Undergrounding Project Improvements, and if ES Triangle II thereafter is eligible to receive reimbursement for the costs of the Undergrounding Project Improvements pursuant to the Agreement for Potential Reimbursement of Project Undergrounding Costs, then, Agency and ES Triangle II shall each be entitled to receive from the proceeds of North Hollis Undergrounding District assessment bonds the respective amounts which Agency and ES Triangle II have expended or applied towards the eligible costs of the Undergrounding Project Improvements.

502.3 Documentation Evidencing Permitted Costs.

(a) Costs Reports. For the purpose of substantiating the Relocation Costs, Remediation Costs, and Sound Mitigation Costs (and, if applicable, costs of the Undergrounding Project Improvements), ES Triangle II shall submit from time to time a statement of such costs to the Executive Director, including copies of all bills, statements, receipts, cancelled checks or other evidence reasonably satisfactory to the Executive Director of

ES Triangle II's payment thereof (each, a "**Costs Report**"). The Executive Director's approval of any such Costs Report shall not be unreasonably withheld, and in any event the Executive Director shall approve or disapprove any such Costs Report within ten (10) business days of receipt of the applicable Costs Report together with such documentation as may be reasonably requested by the Executive Director in order to evaluate such Costs Report. If the Executive Director disapproves any Costs Report, the Executive Director shall provide ES Triangle II with a reasonably detailed explanation for such disapproval, and ES Triangle II shall submit additional documentation or evidence to the Executive Director for review.

(b) Records, Inspection, and Audit. ES Triangle II shall maintain accurate books and records supporting the determination of all Relocation Costs, Remediation Costs, and Sound Mitigation Costs (and, if applicable, costs of the Undergrounding Project Improvements) for at least two (2) years after the date the applicable final Costs Reports are submitted to the Agency and approved by the Executive Director. Agency's right to audit such books and records as provided in this Section 502.3(b), shall terminate on the date which is two (2) years following Agency's approval of the final Costs Report for each of the Relocation Costs, the Remediation Costs, and the Sound Mitigation Costs (and, if applicable, costs of the Undergrounding Project Improvements). Designated representatives of Agency (including attorneys and auditors) shall have the right, upon ten (10) business days prior written Notice to ES Triangle II and during normal business hours, to inspect, copy and audit such books and records once with respect to each Costs Report submitted under this Section 502.3, to determine the accuracy thereof. Upon receipt of any such Notice, ES Triangle II shall make such books and records available for inspection, copying and auditing hereunder at a location within the City of Emeryville. Subject to ES Triangle II's right to dispute the results of any such inspection or audit undertaken by Agency, if such inspection or audit shows an error in ES Triangle II's statements and calculations hereunder, then (i) the parties shall make such adjustments to the amounts payable by Agency to ES Triangle II in order to reflect the accurate calculations shown by such inspection or audit, and (ii) if such error in ES Triangle II's calculations resulted in an overstatement of any of the Relocation Costs, the Remediation Costs, or the Sound Mitigation Costs (and, if applicable, costs of the Undergrounding Project Improvements) of more than five percent (5%) of the amount reported, then ES Triangle II shall pay to Agency its actual out-of-pocket costs incurred in performing such inspection or audit.

502.4 Agency Assistance. In consideration of ES Triangle II's obligations hereunder, and subject to satisfaction of the applicable Conditions Precedent to Agency Funding set forth in Section 502.6, Agency, pursuant to Costs Reports submitted from time to time prior to issuance of the Certificate of Completion for the Phase I Improvements, shall reimburse ES Triangle II for Permitted Costs in an amount not to exceed ONE MILLION FIFTY THOUSAND AND NO/100 DOLLARS ($1,050,000.00) ("**Agency Assistance**") (provided, however, that Greenway Costs shall be paid as part of the Agency Reimbursement payments pursuant to Section 502.5(a), and not as part of the Agency Assistance payments). The Agency Assistance may be disbursed in one or more disbursements, and each such disbursement shall be made by Agency to ES Triangle II promptly following the Executive Director's approval of each Costs Report submitted by ES Triangle II pursuant to Section 502.3(a).

502.5 Agency Reimbursement.

(a) Present Value Payment and Calculation. In consideration of each of the Participant's obligations hereunder, including ES Triangle I's obligation to construct the Phase II Improvements, and subject to the Conditions Precedent to Agency Funding set forth in Section 502.6, Agency (in addition to providing the Agency Assistance set forth in Section 502.4 above) shall reimburse ES Triangle II for Permitted Costs in an amount not to exceed ONE MILLION FOUR HUNDRED THIRTY-EIGHT THOUSAND AND NO/100 DOLLARS ($1,438,000.00) determined on a present value basis as provided for in this Section 502.5(a) ("**Agency Reimbursement**"). The Agency Reimbursement shall be payable in annual installments equal to the annual Available Property Tax Increment. Subject to the maximum amount of Agency Reimbursement specified above determined on a present value basis as described below and the expiration of Agency's authority to receive property tax increment as provided in Section 502.5(c), annual installment payments of the Agency Reimbursement shall be disbursed as follows: Beginning with the Tax Year in which the Certificate of Completion for the Phase I Improvements is issued, and continuing each Tax Year thereafter until the Agency Reimbursement is paid in full, Agency shall disburse to ES Triangle II the annual Available Property Tax Increment for each such Tax Year; provided, however, the first year's Agency Reimbursement payment shall include all Available Property Tax Increment generated in the 2009/2010 Tax Year (as well as any Available Property Tax Increment for the 2008/2009 Tax Year, if any, that is attributable to the Amyris tenant improvements) and each Tax Year thereafter through and including the Tax Year in which the Certificate of Completion for the Phase I Improvements is issued. For purposes of determining whether and when the full amount of the Agency Reimbursement specified above has been paid, each annual payment of Available Property Tax Increment shall be discounted back from the date such annual payment is made by Agency to ES Triangle II to the date on which Agency issued the Certificate of Completion for the Phase I Improvements using a discount rate of four and one-half percent (4.50%) per annum, compounded annually; and in no event shall the present value of the total annual payments of Available Property Tax Increment, determined using the discount rate specified above, exceed the maximum amount of the Agency Reimbursement specified above. For illustrative purposes, an example of the net present value calculation is shown in the Agency Reimbursement Net Present Value Calculation Example attached hereto as Attachment No. 6. The annual payments of the Agency Reimbursement shall be payable within thirty (30) days after Agency's actual receipt of each Tax Year's Available Property Tax Increment from the County of Alameda. Agency shall provide ES Triangle II with a detailed summary of the basis for its calculation of the Available Property Tax Increment at the same time as each annual payment is made to ES Triangle II.

(b) Reduction in Amount of Agency Reimbursement Following Reassessment. Notwithstanding anything herein to the contrary, if the assessed valuation of either or both Parcels and/or the improvements thereon is reduced by the County of Alameda ("**Reduced Valuation**") whether such reduction is due to an appeal filed by either or both Participants in accordance with the provisions of the California Revenue and Taxation Code or otherwise, then the Agency Reimbursement shall be decreased on a going forward basis until the Agency has recouped the Reduction Differential. The "**Reduction Differential**" is the difference between the amount of the Agency Reimbursement payments made to ES Triangle II for the Tax Years for which the Reduced Valuation is applicable, and the amount of the Agency

Reimbursement that would have been paid to ES Triangle II for such Tax Years had the Agency Reimbursement initially been calculated based on the Reduced Valuation.

(c) **Sources of Agency Reimbursement**. Notwithstanding anything to the contrary in this Agreement, each disbursement of the Agency Reimbursement shall be payable exclusively from Available Property Tax Increment actually allocated to and received by Agency, and Agency shall have no obligation to use any other source of monies to fund the Agency Reimbursement. ES Triangle II acknowledges that Agency's authority to receive property taxes pursuant to Section 33670 of the Community Redevelopment Law and to disburse the Agency Reimbursement terminates on July 27, 2029 for the 1976 Emeryville Redevelopment Project and October 1, 2038 for the Shellmound Park Redevelopment Project.

(d) **Agency Right to Prepay Agency Reimbursement**. Agency shall have the right, but not the obligation, to prepay from time to time all or any portion of the Agency Reimbursement from any source of monies available to Agency at any time without penalty.

(e) **Limitations on Assignment of Agency Reimbursement**. The right to receive the Agency Reimbursement shall run with Parcel B and shall not be assignable to any person or entity other than ES Triangle II or the then current owner of Parcel B; provided, however, ES Triangle II and each of its successor owners shall have the right to assign its right to receive the Agency Reimbursement to its lender(s) in connection with any financing secured by Parcel B or the improvements thereon.

(f) **Subordination to Refinancing of Existing Agency Bonded Indebtedness**. Notwithstanding any other provision of this Agreement to the contrary, Agency's pledge of Available Property Tax Increment to ES Triangle II pursuant to this Section 502.5, shall be subordinate to Agency's obligations to make debt service payments on any (a) bonded indebtedness heretofore issued, incurred and outstanding, to the extent secured by property taxes payable on the Parcels and improvements thereon, and (b) refinancing of any such bonded indebtedness, provided that the principal amount and highest annual debt service of the refinancing obligation is not greater than the principal amount and highest annual debt service of the bonded indebtedness being refinanced; individually and collectively, "**Bond Indebtedness**". To the extent permitted by the Bond Indebtedness instruments and applicable Laws, each payment made by Agency in connection with any Bond Indebtedness shall be made first from property tax increment revenue attributable to Redevelopment Project area properties and improvements other than the Parcels and improvements thereon ("**Non-Project Increment**"); only after such Non-Project Increment has been exhausted shall Agency look to Available Property Tax Increment to satisfy such Bond Indebtedness.

502.6 Conditions Precedent to Agency Funding. Agency's obligation to provide various components of the Agency Funding is conditioned upon the satisfaction by ES Triangle II or waiver by Agency of each and all of the following conditions precedent, as applicable to the component of the Agency Funding in question (collectively, "**Conditions Precedent to Agency Funding**"), which are solely for the benefit of Agency, and which shall be fulfilled or waived within the time periods provided for herein:

(a) As to the Remediation Costs, ES Triangle II shall have completed all soils remediation work (excluding ongoing groundwater remediation and monitoring, if any) required under the approved Site Clean Up Plan for Parcel B, submitted to Agency the necessary close-out documentation indicating that such soils remediation work has been completed, and delivered to Agency a certificate of the environmental engineer or consultant who oversaw the implementation of the Parcel B Site Clean Up Plan that such soils remediation work has been satisfactorily completed as to Parcel B.

(b) As to the Sound Mitigation Costs, ES Triangle II shall be entitled to (i) fifty percent (50%) of the cost of the Phase I Improvements noise abatement and sound mitigation work upon completion thereof, and (ii) fifty percent (50%) of the cost of the EmeryStation East Noise Abatement Work upon completion thereof, but not to exceed in the aggregate the amount specified in Section 502.2(d) for Sound Mitigation Costs; and in each case such payment shall be conditioned upon completion of the Phase I Improvements noise abatement and sound mitigation work or EmeryStation East Noise Abatement Work, as applicable.

(c) As to the Greenway Costs, ES Triangle II shall have (i) executed, acknowledged and delivered to City for recordation in the Official Records of Alameda County, an original of the Plaza Greenway Maintenance Agreement, and (ii) irrevocably offered to dedicate to City the Plaza Greenway Property and the Plaza Greenway Improvements, as provided in Section 202.2.

(d) As to the Relocation Costs, ES Triangle II shall have Commenced Construction of the Phase I Improvements.

(e) As to each of the Relocation Costs, the Remediation Costs and the Sound Mitigation Costs (and, if applicable, the costs of the Undergrounding Project Improvements), ES Triangle II shall have provided Agency with documentation, reasonably satisfactory to Agency, of the actual costs incurred and paid by ES Triangle II, as provided in Section 502.3.

(f) As to the Agency Assistance, (i) ES Triangle II shall have executed, acknowledged where appropriate, and delivered to City execution originals of the Public Improvements Agreement and the Agreement for Potential Reimbursement of Undergrounding Project Costs, (ii) ES Triangle II shall have complied with all Project Approvals applicable to the Phase I Improvements, to the extent applicable as of the date of submission of the Costs Report pursuant to which ES Triangle II is requesting a disbursement of the Agency Assistance, and (iii) ES Triangle II shall not be in Default of any of its material obligations under the terms of this Agreement, no event shall have occurred which, with the passage of time or giving of Notice or both, would constitute such Default hereunder on the part of ES Triangle II, and all representations and warranties of ES Triangle II contained herein shall be true and correct in all material respects.

(g) As to the Agency Reimbursement (i) ES Triangle II shall have complied with all Project Approvals applicable to the Phase I Improvements, and (ii) neither Participant shall be in Default of any of its material obligations under the terms of this

Agreement, no event shall have occurred which, with the passage of time or giving of Notice or both, would constitute a Default hereunder, and all representations and warranties of Participants contained herein shall be true and correct in all material respects.

503. Liquidated Damages In Event of Phase II Improvements Default. ES TRIANGLE I ACKNOWLEDGES AND AGREES THAT ITS OBLIGATION TO CONSTRUCT THE PHASE II IMPROVEMENTS IS MATERIAL CONSIDERATION FOR AGENCY'S AGREEMENT TO ENTER INTO THIS AGREEMENT. SUBJECT TO NOTICE AND EXPIRATION OF APPLICABLE CURE PERIODS AND ANY PERMITTED EXTENSIONS OF TIME AS PROVIDED IN SECTION 702, THE PARTIES AGREE THAT IF ES TRIANGLE I FAILS TO COMPLETE CONSTRUCTION OF THE PHASE II IMPROVEMENTS AS REQUIRED UNDER THE SCOPE OF DEVELOPMENT AND WITHIN THE TIMES SET FORTH IN THE SCHEDULE OF PERFORMANCE (EXCEPT AS A CONSEQUENCE OF THE INABILITY OR UNWILLINGNESS OF THE CITY AND/OR ANY OTHER GOVERNMENTAL AUTHORITY TO ISSUE THE NECESSARY PROJECT APPROVALS FOR THE PHASE II IMPROVEMENTS THROUGH NO FAILURE OR FAULT ON THE PART OF ES TRIANGLE I), AGENCY WILL SUFFER DAMAGES AND THAT IT IS IMPRACTICABLE AND INFEASIBLE TO FIX THE ACTUAL AMOUNT OF SUCH DAMAGES. SUCH DAMAGES WOULD INCLUDE INTERFERENCE WITH AND DELAY IN IMPLEMENTING THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLANS AND DELAY OF PROPERTY AND BUSINESS TAX REVENUES THAT WOULD OTHERWISE HAVE BEEN GENERATED FROM THE TIMELY DEVELOPMENT OF THE PHASE II IMPROVEMENTS. THEREFORE, THE PARTIES AGREE THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF AGREEMENT, IN THE EVENT ES TRIANGLE I FAILS TO COMPLETE CONSTRUCTION OF THE PHASE II IMPROVEMENTS WITHIN THE TIMES SET FORTH IN THE SCHEDULE OF PERFORMANCE (EXCEPT AS OTHERWISE NOTED ABOVE), ES TRIANGLE I SHALL PAY TO AGENCY, AS LIQUIDATED DAMAGES, WITHIN THIRTY (30) DAYS FOLLOWING AGENCY'S WRITTEN DEMAND THEREFOR, CASH OR OTHER IMMEDIATELY AVAILABLE FUNDS IN AN AMOUNT EQUAL TO FIFTY PERCENT (50%) OF THE TOTAL AMOUNT OF AGENCY REIMBURSEMENT PAYMENTS DISBURSED BY AGENCY TO ES TRIANGLE II, TOGETHER WITH INTEREST THEREON AT A RATE OF FOUR AND ONE-HALF PERCENT (4.5%) PER ANNUM FROM THE DATE EACH SUCH AGENCY REIMBURSEMENT PAYMENT WAS DISBURSED TO ES TRIANGLE II ("**LIQUIDATED DAMAGES**"). THE PARTIES AGREE THAT THE FOREGOING PAYMENT IS A REASONABLE ESTIMATE OF THE DAMAGES THAT AGENCY WOULD INCUR AND ES TRIANGLE I SHALL BE OBLIGATED TO PAY TO AGENCY THE LIQUIDATED DAMAGES. THE PAYMENT OF THE LIQUIDATED DAMAGES (PLUS ATTORNEYS FEES AND COSTS INCURRED IN COLLECTING THE LIQUIDATED DAMAGES) SHALL BE AGENCY'S SOLE AND EXCLUSIVE REMEDY ON ACCOUNT OF A DEFAULT BY ES TRIANGLE I UNDER THIS AGREEMENT WITH RESPECT TO DEVELOPMENT OF THE PHASE II IMPROVEMENTS. THE PAYMENT OF LIQUIDATED DAMAGES PROVIDED FOR HEREIN IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF SECTIONS 3275 OR 3369 OF THE CALIFORNIA CIVIL CODE, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO AGENCY PURSUANT TO SECTION 1671 OF THE CALIFORNIA CIVIL CODE. BY PLACING ITS INITIALS BELOW, ES

TRIANGLE I SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE, THE REASONABLENESS OF THE AMOUNT OF LIQUIDATED DAMAGES AGREED UPON, AND THE FACT THAT ES TRIANGLE I WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

INITIALS: T.O. / A

Agency

EmeryStation Triangle, LLC

600. DEFAULTS AND REMEDIES

601. Default Remedies. Subject to permitted extensions of time as provided in Section 702, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following Notice and expiration of any applicable cure period, shall constitute a "**Default**" under this Agreement. A party claiming a Default shall give written Notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against the other party, and the other party shall not be in Default if (a) in the case of a monetary Default, such party cures the monetary Default within ten (10) business days following receipt of such Notice of Default, or (b) in the case of a non-monetary Default, such party cures, corrects or remedies the non-monetary default within thirty (30) days following receipt of such Notice of Default, or if the non-monetary default cannot reasonably be cured within such thirty- (30) day period, said party commences to cure the non-monetary Default within said thirty- (30) day period and thereafter completes such cure, correction or remedy with diligence.

602. Institution of Legal Actions. Except as otherwise specifically provided herein, upon the occurrence of a Default, the non-defaulting party shall have the right, in addition to any other rights or remedies, to institute any action at law or in equity to cure, correct, prevent or remedy any Default, or to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Without limiting the generality of the foregoing, in the event that ES Triangle II fails to complete the Phase I Improvements (exclusive of the Collins Greenway Improvements if the Collins Greenway Property Required Conditions have not been satisfied by Agency or City prior to the time that the other portions of the Phase I Improvements have been completed) within the time period specified in the Schedule of Performance, as the same may be extended as provided for herein, Agency, in addition to its other available remedies, shall be entitled to recover from ES Triangle II, and ES Triangle II shall be obligated to repay to Agency, the total amount of Agency Assistance payments disbursed by Agency to ES Triangle II, together with interest thereon from the date each disbursement was made at the rate of ten percent (10%) per annum or, if less, the maximum amount permitted by law. Any legal actions by any party must be instituted in the Superior Court of the County of Alameda, State of California, or in the appropriate Federal District Court of the State of California. Notwithstanding anything herein to the contrary, no party shall have the right to recover any consequential or special damages in the event of a Default by another party.

603. Termination. This Agreement may be terminated if there is an uncured Default, by written Notice from the party not in Default.

604. Acceptance of Service of Process. If any legal action is commenced by either Participant against Agency, service of process on the Agency shall be made by personal service upon the Executive Director of the Agency or in such other manner as may be provided by law. If any legal action is commenced by Agency against any Participant, service of process on such Participant shall be made by personal service upon Richard K. Robbins or in such other manner as may be provided by law.

605. Rights and Remedies Are Cumulative. Except as otherwise expressly provided herein, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party, except as otherwise expressly provided herein.

606. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

700. GENERAL PROVISIONS

701. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("**Notice**") which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means, including via facsimile or via overnight courier, to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice. Any Notice shall be deemed received on the date of delivery if delivered by hand or by first class mail, postage prepaid or if sent via nationally recognized overnight courier; and upon receipt of verification of transmission if sent via facsimile (provided a copy is sent the same day via first-class mail). Notices sent by a party's attorney on behalf of such party shall be deemed given by such party.

To Agency: Emeryville Redevelopment Agency
1333 Park Avenue
Emeryville, CA 94608-3517
Attention: Executive Director
Facsimile: (510) 658-8095

and: City of Emeryville
1333 Park Avenue
Emeryville, CA 94608-3517
Attention: City Attorney
Facsimile: (510) 658-8095

To Participant: EmeryStation Triangle, LLC and
EmeryStation Triangle II, LLC
1120 Nye Street, Suite 400
San Rafael, CA 94901
Attention: Richard K. Robbins
Facsimile: (415) 459-4605

With a copy to: David H. Kremer
Shartsis Friese LLP
One Maritime Plaza, 18th Floor
San Francisco, CA 94111
Facsimile: (415) 421-2922

702. Enforced Delay; Extension of Times of Performance. Subject to the limitations set forth below, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation; unusually severe weather; acts or omissions of the other party; or acts or failures to act on the part of City or any other public or governmental agency or entity (other than the acts or failures to act of Agency which shall not excuse performance by Agency). An extension of time for any such cause shall be for the period of the enforced delay. Any party claiming such extension shall notify the other(s) promptly after becoming aware of the existence of any event or condition giving rise to such claim. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and any Participant. Each Participant expressly agrees that adverse changes in economic conditions, either of a Participant specifically or the economy generally, changes in market conditions or demand, and/or a Participant's inability to obtain financing or other lack of funding to complete the Phase I Improvements (as to ES Triangle II) or the Phase II Improvements (as to ES Triangle I) shall not constitute grounds of enforced delay pursuant to this Section 702. Each Participant expressly assumes the risk of such adverse economic or market changes and/or inability to obtain financing, whether or not foreseeable as of the Date of Agreement. Each Participant further acknowledges and agrees that a significant amount of time may pass between performance of the Phase I Improvements and the Phase II Improvements, which time period is largely dependent on the Amyris Lease, expressly assumes related risks, and acknowledges and agrees that no related delays shall constitute grounds of enforced delay pursuant to this Section 702.

703. Successors and Assigns. Subject to the prohibitions against changes in the ownership, management and control of each Participant set forth in Section 103, all of the terms, covenants and conditions of this Agreement shall be binding upon such Participant with respect to its Parcel, and such Participant's permitted successors and assigns. Subject to Section 724, whenever the term "**Participant**" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

704. Recordation of Agreement. This Agreement shall be recorded against the Parcels in the Official Records of Alameda County immediately following the Date of Agreement.

705. Relationship Between Agency and Each Participant. It is hereby acknowledged that the relationship between Agency and each Participant is not that of a partnership or joint venture and that Agency and each Participant shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, Agency shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Parcels or the Improvements. City is a third-party beneficiary with respect to this Agreement.

706. Agency Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by Agency, the Executive Director of the Agency or his or her designee is authorized to act on behalf of the Agency unless specifically provided otherwise or the context would require otherwise. The Executive Director is hereby authorized to make non-substantive changes to this Agreement, and to negotiate and execute such other agreements as are called for in this Agreement, or that are necessary to carry out the intent of this Agreement. Except as otherwise provided in this Agreement, whenever the Agency is required to provide an approval or disapproval, Agency shall give such approval or disapproval within fifteen (15) business days of a Participant's request. If Agency fails to give such approval or disapproval with such 15-business day period, the request shall be deemed disapproved.

707. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

708. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect.

709. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers is to sections in this Agreement, unless expressly stated otherwise.

710. Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.

711. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

712. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or

unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

713. Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "**holiday**" shall mean all holidays as specified in Sections 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

714. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

715. Time of Essence. Time is of the essence with respect to the performance by Agency and each Participant of each and every obligation and condition of this Agreement.

716. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, shall execute any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

717. Conflicts of Interest. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

718. Time for Acceptance of Agreement by Agency. This Agreement, when executed by each Participant and delivered to Agency, must be authorized, executed and delivered by Agency on or before forty-five (45) days after signing and delivery of this Agreement by each Participant or this Agreement shall be void, except to the extent that Participant shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement.

719. Participant's Indemnity. Each Participant shall defend (with counsel reasonably acceptable to Agency and City), indemnify, assume all responsibility for, and hold each Agency, City, Agency Parties, and City Parties, harmless from, all Claims arising directly or indirectly from: (a) any of such Participant's acts, omissions, negligence or willful misconduct, whether such acts, omissions, negligence or willful misconduct be by such Participant or by anyone directly or indirectly employed or contracted with by such Participant, and (b) that portion of the

work of Improvements (including design, development, and construction) for which such Participant is responsible or undertakes; all whether such Claims shall accrue or be discovered before or after expiration or termination of this Agreement or issuance of a Certificate of Completion. Each Participant's respective indemnity obligations under this Section 719 shall not extend to Claims to the extent occasioned by the active negligence or willful misconduct of Agency or City, or Agency Parties or City Parties. Notwithstanding the foregoing sentence, each Participant shall be required to defend Agency, City, Agency Parties, and City Parties, against any and all Claims, regardless of the extent to which (or if at all) Agency, City, any Agency Parties and/or any City Parties is or are alleged or found to have caused or contributed to the Claim. The provisions of this Section 719 shall survive termination or expiration of this Agreement or any portion thereof as to either Participant.

720. Nonliability of Officials and Employees of Agency and Participant. Neither Agency, City, Agency Parties, nor City Parties, shall be personally liable to either Participant, or any successor in interest, in the event of any Default or breach by Agency or for any amount which may become due to a Participant or its successors, or on any obligations under the terms of this Agreement. Each Participant hereby waives and releases any claim it may have against the members, officials or employees of Agency (and City) with respect to any Default or breach by Agency or for any amount which may become due to such Participant or its successor, or on any obligations under the terms of this Agreement.

721. Assignment by Agency. Agency may assign or transfer any of its rights or obligations under this Agreement with the approval both Participants, which approval shall not be unreasonably withheld; provided, however, that Agency may assign or transfer any of its interests hereunder to City or any public or private entity controlled by City at any time without the consent of either Participant. Notwithstanding the foregoing, approval of ES Triangle II shall not be required if a Certificate of Completion as to the Phase I Improvements has been issued, and approval of ES Triangle I shall not be required if a Certificate of Completion as to the Phase II Improvements has been issued.

722. Applicable Law. The laws of the State of California, without regard to conflict of laws principles, shall govern the interpretation and enforcement of this Agreement.

723. Cooperation in the Event of Legal Challenge. Agency and Participants, at Participants' sole cost and expense, shall cooperate in the event of any court action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, and Agency shall, upon request of either or both Participants, appear in the action and defend its decision. To the extent either or both Participants determines to contest or defend such litigation challenges or requests that Agency cooperate in those defense efforts, the requesting Participant or Participants shall reimburse Agency, within ten (10) days following Agency's written demand therefor, which may be made from time to time during the course of such litigation, all costs incurred by Agency in connection with the litigation challenge, including Agency's administrative, legal and court costs, provided that Agency shall either: (a) elect to joint representation by the requesting Participant's or Participants' counsel; or (b) retain an experienced litigation attorney, require such attorney to prepare and comply with a litigation budget, and present such litigation budget to Participants prior to incurring obligations to pay legal fees in excess of Thirty Thousand Dollars ($30,000). If either or both Participants opt to

defend any such legal challenge, the Participant or Participants, as applicable, shall indemnify, defend, and hold harmless Agency and City and its and their officials and employees from and against any Claims assessed or awarded against Agency or City by way of judgment, settlement, or stipulation. Nothing herein shall authorize a Participant to settle such legal challenge on terms that would constitute an amendment or modification of this Agreement, unless such amendment or modification is approved by the Agency Board in accordance with applicable legal requirements, and Agency reserves its full legislative discretion with respect thereto.

724. Separate Obligations. The rights and obligations of each Participant set forth herein, including regarding the development of such Participant's Parcel, are the separate rights and obligations of such Participant, and neither Participant shall benefit from the rights, or be liable or responsible for the performance of the obligations, of the other Participant hereunder.

[Signatures follow on next page]

IN WITNESS WHEREOF, Agency and Participants have executed this Agreement on the respective dates set forth below.

AGENCY:

Dated: JUNE 1ST, 2009
"Date of Agreement"

EMERYVILLE REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____
Patrick O'Keeffe, Executive Director
[notary acknowledgment required]

ATTEST:

_____
Karen Hemphill, Agency Secretary

APPROVED AS TO FORM:

_____
Michael Biddle, Agency Counsel

PARTICIPANTS:

Dated: May 18, 2009

ES TRIANGLE I:

EMERYSTATION TRIANGLE, LLC,
a California limited liability company

By: EMERYSTATION TRIANGLE ASSOCIATES, LLC, a California limited liability company
Its: Managing Member

By: _____
Richard K. Robbins
Managing Member
5/18/09
[notary acknowledgment required]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Alameda }

On June 5, 2009 (Date) before me, Tom McGurk, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Patrick D. O'Keeffe (Name(s) of Signer(s)),

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

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

TOM MCGURK
COMM. # 1817928
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Exp. Oct. 17, 2012

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Emory Station Greenway Owner Participation Agreement
Document Date: June 1, 2009 Number of Pages: One hundred five (105)
Signer(s) Other Than Named Above: Michael Biddle, Karen Hemphill + Richard K. Robbins

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick D. O'Keeffe
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: Executive Director
Signer Is Representing: Emeryville Redevelopment Agency

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Marin }

On May 18, 2009 (Date) before me, Angela L. Alten, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Richard B. Robbins (Name(s) of Signer(s))

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

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

WITNESS my hand and official seal.

Signature Angela L Alten (Signature of Notary Public)

ANGELA L. ALTEN
Commission # 1731128
Notary Public - California
Marin County
My Comm. Expires Mar 15, 2011

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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Dated: May 18, 2009

ES TRIANGLE II:

EMERYSTATION TRIANGLE II, LLC,
a California limited liability company

By: PELICAN WAY LLC, a California limited liability company
Its: Sole Member

By: .....
Richard K. Robbins
Managing Member
5/18/09
[notary acknowledgment required]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Marin

On May 19, 2011 (Date) before me, Angela L. Alten, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Richard K. Robbins (Name(s) of Signer(s)),

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

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

WITNESS my hand and official seal.

Signature Angela L. Alten (Signature of Notary Public)

ANGELA L. ALTEN
Commission # 1731128
Notary Public - California
Marin County
My Comm. Expires Mar 15, 2011

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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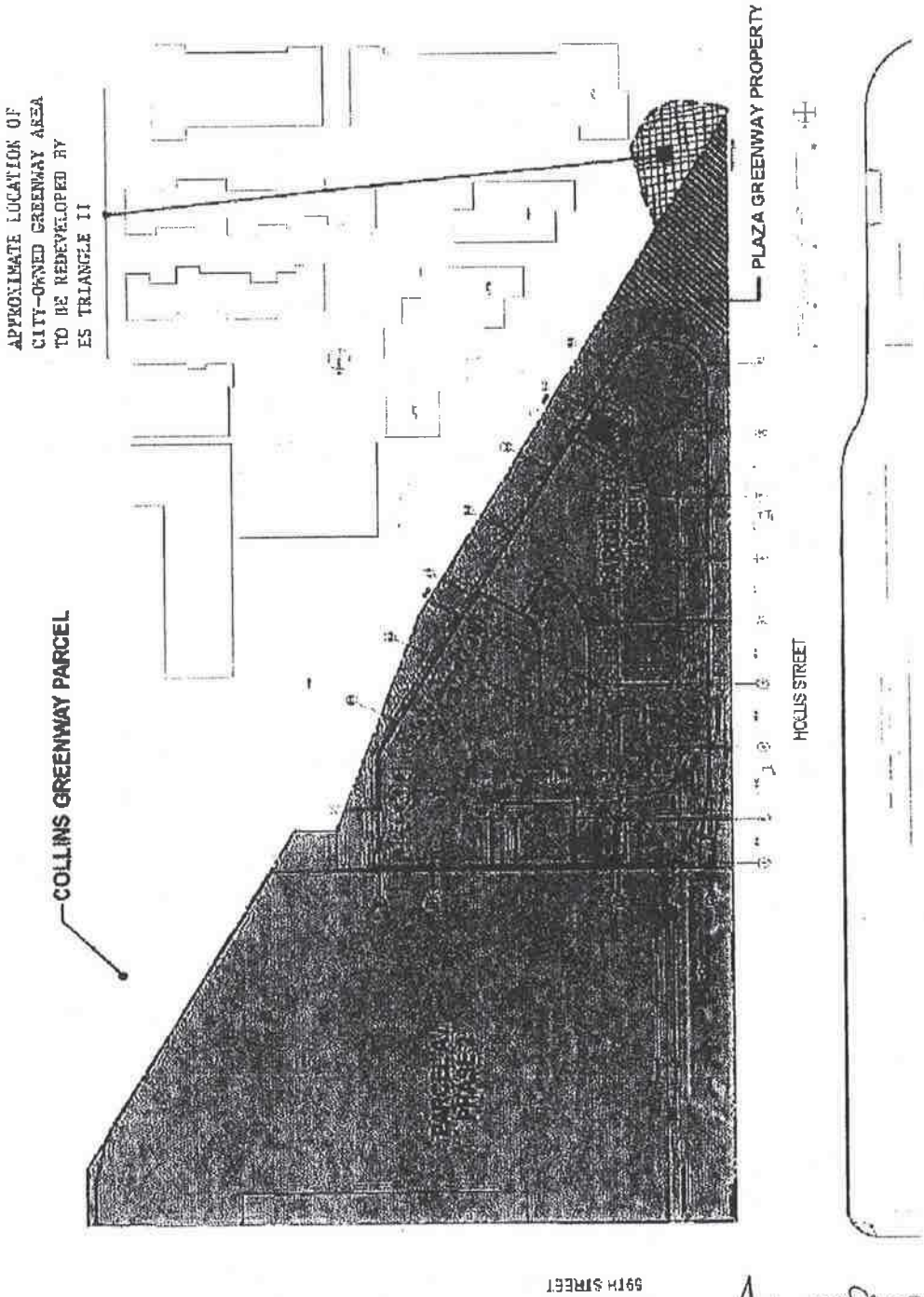
ATTACHMENT NO. 1

SITE MAP



As referenced in Legal Description see Attachment No. 2

Attachment No. 1
Site Map

1075418v8B 80006/0079

ATTACHMENT NO. 2

SITE LEGAL DESCRIPTION

PARCEL A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EMERYVILLE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lots 1 to 6, inclusive, and portion of Lots 7 and 8 in Block 18; portion of Lots 2 and 3 in Block 19; and portion of 7th, formerly Hollis, Street, as said Lots, Block and Street are shown on the "Map of the Property of L. M. Beaudry and C. Peladeau", filed November 6, 1876, in Book 6 of Maps, Page 14, in the Office of the County Recorder of Alameda County, described as follows:

Beginning at the intersection of the eastern line of Hollis, formerly 6th, Street with the southern line of 59th, formerly Folsom, Street, as said Streets are shown on said Map; running thence along said eastern line of Hollis Street, south 14° 30' east, 180 feet to the northern line of the parcel of land described in the Deed by Stephen Gale Herrick, et al, to Gus Thaler and Alice G. Thaler, dated September 20, 1951, recorded December 31, 1951, in Book 6624, Official Records of Alameda County, Page 435, Instrument No. AF/110697; thence along the last named line, north 75° 40' east, 183.65 feet to the eastern line of the last named parcel of land; thence along the last named line, south 14° 30' east, 20 feet to the southern line of said Lot 8 in said Block 18; thence along the last named line, and its direct extension easterly, north 75° 40' east, 19.43 feet to a point distant on said extended line south 75° 40' west, 26.92 feet from the center line of 7th Street; thence north 15° 11' 15" east, 195.60 feet, more or less, to a line drawn parallel with the eastern line of 7th Street, and distant 40 feet easterly therefrom, measured along the southern line of 59th, formerly Folsom, Street; thence along said parallel line, north 14° 30' west, 29.72 feet to said southern line of 59th Street; thence along the last named line, south 75° 40' west, 300 feet to the point of beginning.

APN: 049-1328-001-02

PARCEL B

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EMERYVILLE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Lots 10 and 11, Block 18, L. M. Beaudry and G. Peladeau, being Plot No. 41 on J. Kellersberger's Map, filed November 6, 1876, in Book 6, Page 14 of Maps, Alameda County Records.

Parcel Two:

Lot 14, Block 18, L. M. Beaudry and G. Peladeau, being Plot No. 41 and J. Kellersberger's Map, filed November 6, 1876, in Book 6, Page 14 of Maps, Alameda County Records.

Parcel Three:

Portions of Lots 15, 18, 19 and 22, Block 18, L. M. Beaudry and G. Peladeau, being Plot No. 41 on J. Kellersberger's Map, filed November 6, 1876, in Book 6, Page 14, of Maps, Alameda County Records, described as follows:

Beginning at a point on the eastern line of Green Street, formerly 6th Street, distant thereon north 14° 30' west 85 feet from the northern line of Powell Street, as said Streets are shown on said Map and running thence along said line of Green Street, north 14° 30' west, 165 feet to the northern line of said

Lot 15; thence along the last named line, north 75° 40' east, 100 feet to the most northern corner of said Lot 15; thence south 6° 51' 06" west, 106.89 feet to the southern line of said Lot 18; thence south 15° 11' 15" west, 75.09 feet; thence south 75° 40' west, 23.89 feet to the point of beginning.

Parcel Four:

Beginning at a point in the easterly line of Green Street, formerly Sixth Street, distant thereon north 14° 30' west, 43.03 feet from the northerly line of Powell Street, as shown on the Map herein referred to; thence north 14° 30' west, along said line of Green Street, 41.97 feet; thence north 75° 40' east, 23.89 feet; thence south 15° 11' 15" west, 48.24 feet to the point of beginning.

Being a portion of Lots 22 and 23, in Block 18, L. M. Beaudry and G. Peladeau being Plot No. 41 on J. Kellersberger's Map, filed November 6, 1876, in Book 6, Page 14 of Maps, Alameda County Records.

Parcel Five:

Beginning at a point in the eastern line of Green Street, formerly 6th Street, distant thereon north 14° 30' west, 43.03 feet from the northerly line of Powell street, as shown on the Map herein referred to; thence north 15° 11' 15" east, a distance of 123.33 feet to a point in the northerly line of Lot 19 in Block 18, as said Lot and Block are shown on the Map herein referred to; thence north 6° 51' 06" east, a distance of 106.89 feet to a point in the northeasterly corner of Lot 15; thence north 14° 30' west, along the easterly line of Lot 14, a distance of 3.19 feet, more or less, to a point distant 37.00 feet northwesterly, measured at right angles, from the center line between double tracks of the Southern Pacific Railroad Company's former electric line, known as the Ninth Street Berkeley Line; thence north 15° 11' 15" east, parallel to said center line, a distance of 168.89 feet to a point in the northerly line of Lot 9; thence south 4° 56' 02" west, 112.82 feet to a point in a line that is parallel with and distant 17.00 feet northeasterly, measured at right angles, from said center line between double tracks of the Southern Pacific Railroad Company's former electric line known as the Ninth Street Berkeley Line; thence south 15° 11' 15" west, along said last mentioned parallel line, a distance of 295.00 feet to a point in the easterly line of Green Street, formerly 6th Street; thence north 14° 30' west, along said easterly line of Green Street, 6.06 feet to the point of beginning.

Being portions of Lots 9, 12, 13, 15, 16, 18, 19, 22 and 23, Block 18, L. M. Beaudry and G. Peladeau, being Plot No. 41 on J. Kellersberger's Map, filed November 6, 1876, in Book 6, Page 14, of Maps, Alameda County Records.

Parcel Six:

Beginning at the southwesterly corner of Lot 9 in Block 18, as said Lot and Block are shown on the Map of the Property of L. M. Beaudry and G. Peladeau, being Plot No. 41 of J. Kellersberger's Map, filed November 6, 1876, in the Office of the County Recorder of said Alameda County; thence north 75° 40' east, along the southerly line of said Lot 9, a distance of 55.19 feet to a point on a line that is parallel with and 37.00 feet northwesterly, at right angles from the center line between double tracks of the Southern Pacific Railroad Company's former electric line known as the Ninth Street Berkeley Line; thence along said parallel line, south 15° 11' 15" west, 111.43 feet to a point in a line that is 100 feet easterly, at right angles, from the easterly line of Green Street, formerly 6th Street; being the westerly line of Lot 13 in said Block 18; thence north 14° 30' west, along the last mentioned parallel line, a distance of 96.96 feet, more or less, to the point of beginning.

Being a portion of Lots 12 and 13, in said Block 18.

Parcel Seven:

A portion of Lots 7, 8, and 9 in Block 18, L. M. Beaudry and G. Peladeau, being Plot No. 41 on the J. Kellersberger's Map filed November 6, 1876, Book 6, Page 14, Alameda County Records, described as follows:

Beginning at a point on the eastern line of Hollis Street, formerly known as Green Street, also formerly known as Sixth Street, distant thereon south 14° 30' east, 180.00 feet from the point of intersection thereof with the southern line of 59th Street, formerly Folsom Street, as said Streets are shown on said Map; running thence along the said line of Hollis Street, south 14° 30' east, 20.00 feet to the southern line of said Lot 7; thence along the last named line, north 75° 40' east. 100.00 feet to the western line of said Lot 9; thence along the last named line, south 14° 30' east, 50.00 feet to the southern line of said Lot 9; thence along the last named line, north 75° 40' east, 55.19 feet; thence north 15° 11' 15" east, 57.46 feet to the northern line of said Lot 9; thence north 14° 30' west, 20.00 feet; thence south 75° 40' west, 183.65 feet to the point of beginning.

APN: 049-1328-003-02

COLLINS PARCELS

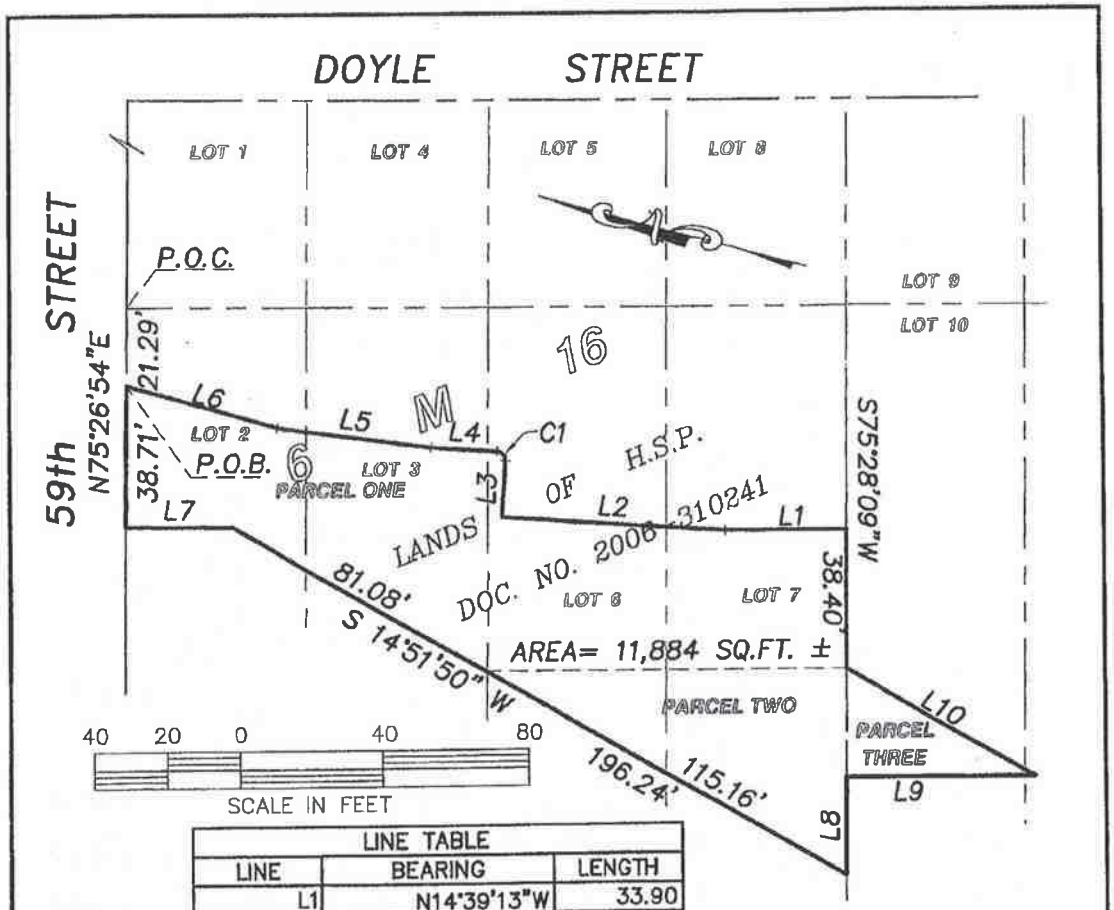
REAL PROPERTY SITUATED IN THE CITY OF EMERYVILLE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESIGNATED AS PARCEL ONE AND ALL OF THOSE CERTAIN PARCELS OF LAND DESIGNATED AS PARCELS TWO AND THREE AS SAID PARCELS ARE DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED TO H.S.P., A CALIFORNIA LIMITED PARTNERSHIP, RECORDED IN SAID COUNTY ON AUGUST 14, 2006, SERIES NO. 2006-310241, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL ONE (2006-310241), SAID POINT ALSO BEING ON THE SOUTHERN RIGHT OF WAY LINE OF 59TH STREET; THENCE ALONG THE BOUNDARY OF SAID PARCEL ONE BEING COMMON TO THE SOUTHERN RIGHT OF WAY LINE OF 59TH STREET SOUTH 75°26'54" WEST 21.29 FEET TO THE TRUE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID COMMONLINE SOUTH 75°26'54" WEST 38.71 FEET; THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG SAID BOUNDARY OF SAID PARCEL ONE (2006-310241) THE FOLLOWING TWO (2) COURSES: 1) SOUTH 14°41'51" EAST 29.14 FEET; AND 2) SOUTH 14°51'50" WEST 81.08 FEET TO A POINT ON THE BOUNDARY OF SAID PARCEL TWO (2006-310241); THENCE LEAVING SAID BOUNDARY OF SAID PARCEL ONE (2006-310241) AND CONTINUING ALONG THE BOUNDARY OF SAID PARCEL TWO (2006-310241) THE FOLLOWING TWO (2) COURSES: 1) SOUTH 14°51'50" WEST 115.16 FEET; AND 2) NORTH 75°28'09" EAST 26.82 FEET TO A POINT ON THE BOUNDARY OF SAID PARCEL THREE (2006-310241); THENCE LEAVING SAID BOUNDARY OF SAID PARCEL TWO (2006-310241) AND CONTINUING ALONG THE BOUNDARY OF SAID PARCEL THREE (2006-310241) THE FOLLOWING TWO (2) COURSES: 1) SOUTH 14°41'51" EAST 52.79 FEET; AND 2) NORTH 14°57'08" EAST 60.64 FEET TO A POINT ON THE BOUNDARY OF SAID PARCEL ONE (2006-310241); THENCE LEAVING SAID BOUNDARY OF SAID PARCEL THREE (2006-310241) AND CONTINUING ALONG THE BOUNDARY OF SAID PARCEL ONE (2006-310241) NORTH 75°28'09" EAST 38.40 FEET; THENCE LEAVING SAID BOUNDARY OF SAID PARCEL ONE (2006-310241) NORTH 14°39'13" WEST 33.90 FEET; THENCE NORTH 11°00'43" WEST 62.28 FEET; THENCE NORTH 78°59'17" EAST 15.50 FEET; THENCE ALONG THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2.50 FEET, THROUGH A CENTRAL ANGLE OF 90°04'08", AND AN ARC DISTANCE OF 3.93 FEET; THENCE NORTH 11°00'43" WEST 18.09 FEET; THENCE NORTH 07°24'30" WEST 43.08 FEET; THENCE NORTH 00°42'32" EAST 43.40 FEET RETURNING TO THE **POINT OF BEGINNING.**

CONTAINING 11,884 SQUARE FEET OF LAND, MORE OR LESS.

SEE EXHIBIT "B" TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N14°39'13"W	33.90
L2	N11°00'43"W	62.28
L3	N78°59'17"E	15.50
L4	N11°00'43"W	18.09
L5	N07°24'30"W	43.08
L6	N00°42'32"E	43.40
L7	S14°41'51"E	29.14
L8	N75°28'09"E	26.82
L9	S14°41'51"E	52.79
L10	N14°57'08"E	60.64

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	2.50	90°04'08"	3.93

LICENSED LAND SURVEYOR
VINCENT D'ALO
No. 7210
EXP. 6-30-10
STATE OF CALIFORNIA

CITY OF EMERYVILLE ALAMEDA COUNTY CALIFORNIA

ALIQUOT
PLANNERS
CIVIL ENGINEERS
SURVEYORS
1390 SOUTH MAIN STREET
SUITE 310
WALNUT CREEK, CA. 94596
(925) 476-2300
FAX (925) 476-2350

Subject EXHIBIT B
Job No. 201058.4 Scale 1"=40'
By NLJ Date 03-05-09 Chkd. AM
SHEET 1 OF 1

Attachment No. 2
Site Legal Description

ATTACHMENT NO. 3

SCOPE OF DEVELOPMENT

I. PROJECT DESCRIPTION

The Site consists of Parcel A, Parcel B and, if acquired by the Agency, certain portions of the Collins Parcels. The Site shall be developed as a cohesive development in two phases with active space(s) (*e.g.*, lab, retail, office and/or office/services) on the ground floor (and including parking areas), and office, lab and/or research and development uses above the ground floor, in accordance with the provisions of this Agreement and all Project Approvals, including the plans, drawings and related design or land use approvals made by Agency and City and the Planning Approvals. The Phase I Schematic Plans prepared by DGA Architects dated January 8, 2009, approved prior to the Date of Agreement are hereby incorporated herein by reference and, upon City approval of the Phase II Schematic Plans, such Phase II Schematic Plans shall be automatically incorporated herein by reference.

II. IMPROVEMENTS.

The "**Improvements**" mean and include the Phase I Improvements (described in Sections II.A and II.B, below) and the Phase II Improvements (described in Section II.C., below), as more specifically set forth in the applicable Project Approvals. The Improvements include a mix of lab, retail, office, office/services, research and development, and public open space uses, and shall be designed in a manner that will be architecturally distinctive and inviting for Emeryville residents, employees, bicyclists and pedestrians, and shall be visually connected to the adjacent buildings, streets and Emeryville Greenway. Green features will be incorporated into the new buildings to be constructed on Parcel A and Parcel B at a level necessary to be LEED-CS (core and shell) Certified at Silver or better and with independent certification of LABS21 for each tenant laboratory space. As further provided in Agreement section 501, Agency is providing financial assistance to ES Triangle II only, and is not providing any financial assistance to ES Triangle I under this Agreement or otherwise in connection with the Phase II Improvements.

A. Phase I Improvements, ES Triangle II. ES Triangle II shall perform (and in the case of the EmeryStation East Noise Abatement Work shall cause to be performed) the following components of the Phase I Improvements:

(i) Demolition of the existing buildings and improvements on Parcel B.

(ii) Environmental remediation as to Parcel B as required of ES Triangle II in Agreement section 313.

(iii) Construction (core and shell only) of a four-story, up to approximately 139,232 gross square foot laboratory, research and development office building on Parcel B, with parking as required by the Project Approvals.

(iv) Construction of approximately 5,000 square feet of ground floor space at the south end of the Parcel B building, fronting a public plaza, the Emeryville Greenway and Hollis Street for active, occupied uses. Such "active, occupied uses" shall include (y) up to 2,500 square feet of retail, office services, art exhibit and lab/research and development space, together with (z) a restaurant/café of at least 2,500 square feet in size, which restaurant/café space would be initially designed such that it could be improved with commercial oven/range venting, grease trap(s), commercial-level plumbing and electrical, and such other facilities necessary or desirable for commercial food preparation and service, as required by the future occupant of such space.

(v) Streetscape improvements on Parcel B along Hollis Street (including Tree Removal, as applicable, pursuant to Conditions of Approval section I.A.5) that will integrate the existing building on Parcel A with the Phase I Improvements on Parcel B and create a more pedestrian-friendly Hollis Street frontage.

(vi) The Greenway Improvements (as defined in Agreement section 101 and more particularly described herein). The Greenway Improvements consist of those certain public improvements necessary or desirable to continue the existing Emeryville Greenway on the Greenway Property, including a pedestrian path, exterior lighting, rain gardens, site landscaping and paved areas, and benches all as shown on the Landscape Site Plan with Plant List dated August 26, 2008, prepared by Studio Five/Design Inc. The Greenway Improvements may also potentially include picnic tables, play equipment, and a large specimen tree. The Greenway Improvements shall be designed to connect to the existing Emeryville Greenway segment within the block (adjacent to the Elevation 22 condominiums) and to the Emeryville Greenway segment across 59th Street and continuing up Doyle Street northward through Emeryville. The Greenway Improvements shall have the following two primary components: (i) the Collins Greenway Improvements (subject to the terms of Agreement section 201), and (ii) the Plaza Greenway Improvements; as those terms are defined in Agreement section 101. ES Triangle II shall also be responsible for constructing and installing new greenway improvements on that portion of the Emeryville Greenway located on City-owned property as depicted on the Site Map.

(vii) All new on-site electrical and communication lines on Parcel B shall be placed underground. In addition, ES Triangle II shall underground all existing utilities on the east side of Hollis Street between Powell and 59th Street abutting Parcel B ("**Undergrounding Project**"). Final acceptance of the Undergrounding Project shall be by PG&E and other utilities with respect to utility wires and conduits and by the City with respect to excavation, backfill, repaving, and final restoration of streets, curbs, gutters and sidewalks.

(viii) Public Improvements as required under Agreement sections 305, 306 and the Public Improvements Agreement.

(ix) Installation of a metal screen along the easterly edge of the raised street equipment platform on the roof of the existing office building property located at 5885 Hollis Street, Emeryville (i.e., the EmeryStation East building), such metal screen to be approximately ten (10) feet in height above said equipment platform ("**EmeryStation East Noise Abatement Work**").

B. Phase I Improvements, ES Triangle I. ES Triangle I shall perform the following components of the Phase I Improvements:

(i) Facade improvements to the existing building on Parcel A.

(ii) Streetscape improvements on Parcel A along Hollis Street (including Tree Removal, as applicable, pursuant to Condition of Approval section I.A.5) that will integrate the existing building on Parcel A with the Phase I Improvements on Parcel B and create a more pedestrian-friendly Hollis Street frontage.

C. Phase II Improvements. ES Triangle I shall perform all of the Phase II Improvements. The Phase II Improvements mean and include all of the following:

(i) Demolition of the existing building and improvements on Parcel A.

(ii) Environmental remediation as to Parcel A as required of ES Triangle I in Agreement section 313.

(iii) Development of a new research and development/office building and required parking, and ancillary private and public improvements, which shall be integrated with the Phase I Improvements, all in accordance with the Project Approvals.

(iv) Undergrounding of remaining above-ground utilities, if any, abutting Parcel A.

D. Architecture and Design

The Improvements shall be of high architectural quality, shall be well landscaped and shall be effectively and aesthetically designed and supervised by a licensed architect. The shape, scale of volume, exterior design and exterior finish of the Improvements must be consonant with, visually and physically related to, and an enhancement of, adjacent structures, improvements, and open space, and incorporate the aesthetic and use goals and requirements outlined above. Each Participant's plans submitted to Agency shall describe in detail the architectural character intended for the Improvements. Each Participant and its supervising architect, engineer and contractor shall work with Agency and City staff to coordinate the overall design, architecture and color of all Improvements on the Site.

E. Applicable Codes

The Improvements shall be constructed in accordance with the Uniform Building Code (with City modifications), the City Municipal Code, and all other applicable Laws.

III. SITE CLEARANCE AND PREPARATION

A. On-Site Demolition and Clearance

Each Participant is responsible for clearing and grading its Parcel, including, if necessary, the removing, plugging and/or crushing in place of utilities, such as storm sewers, sanitary sewers, water systems, electrical overhead and underground systems and telephone and gas systems located on the Parcel, as may be required following any necessary relocation of the utilities.

B. Compaction, Finish Grading and Site Work

Each Participant shall compact, finish grade and do such site preparation as is necessary for construction of the its portion of the Improvements.

IV. REMEDIATION

Except as otherwise expressly set forth in Section 500 with respect to Agency reimbursement of Parcel B remediation costs, remediation of any Hazardous Materials on or under Parcel B, including the Plaza Greenway Property, shall be performed by ES Triangle II, at its sole cost and expense. ES Triangle II shall be solely responsible for (a) preparing the Site Clean Up Plan for the Plaza Greenway Property; (b) contracting with all appropriate and necessary contractors; (c) administering all contracts; (d) complying with remediation plan requirements of the administering agency; (e) paying all remediation costs, including all studies, investigations, tests and site remediation as required by the administering agency; and (f) obtaining all closure letters necessary to permit the uses set forth in this Agreement for Parcel B.

Remediation of any Hazardous Materials on or under the Collins Greenway Property and/or the City-owned Emeryville Greenway property (as depicted on the Site Map) on which ES Triangle II must construct and install new Greenway Improvements, shall be performed by Agency at its sole cost and expense. Agency shall be solely responsible for (a) contracting with all appropriate and necessary contractors; (b) administering all contracts; (c) complying with remediation plan requirements of the administering agency; (d) paying all remediation costs, including all studies, investigations, tests and site remediation as required by the administering agency; and (e) obtaining all closure letters necessary to permit the uses set forth in this Agreement for the Collins Greenway Property.

V. CEQA

In constructing the Improvements, each Participant shall observe and comply with all of the mitigation measures applicable to the Improvements to be constructed on its Parcel set forth in the Mitigation Monitoring Program attached to the Mitigated Negative Declaration for the Improvements.

ATTACHMENT NO. 4

SCHEDULE OF PERFORMANCE

ACTION	DATE
1. Recordation of Agreement. Agency shall record a fully executed original of the Agreement. (§ 704)	Promptly following the Date of Agreement.
2. Phase I Construction Drawings. ES Triangle II shall prepare and submit to City Construction Drawings for the Phase I Improvements. (§ 303.2)	Within 270 days following the Date of Agreement.
3. Phase II Schematic Plans. ES Triangle I shall submit to Agency Schematic Plans for development of the Phase II Improvements. (§ 303.1)	Within 180 days following completion of the Phase I Improvements.
4. Insurance, Phase I Improvements. ES Triangle II shall furnish evidence of required insurance to Agency. (§ 307)	Prior to commencement of construction of the Phase I Improvements.
5. Phase I Project Approvals. ES Triangle II shall secure all Project Approvals for development of the Phase I Improvements. (§ 301.2)	Prior to commencement of construction of the Phase I Improvements.
6. Approval of Site Clean Up Plan. ES Triangle II shall obtain approval of the site clean up plan for Parcel B and the Phase I Improvements. (§ 313)	Prior to commencement of construction of the Phase I Improvements.

ACTION	DATE
7. Compliance with City Art Ordinance and Agency Art Policy. ES Triangle II shall have complied with the City Art Ordinance and ES Triangle II shall pay Agency the amount required for deposit into the Agency Art Fund for the Phase I Improvements. (§ 314)	Prior to issuance of a certificate of occupancy for the Phase I Improvements.
8. Commencement of Construction of Phase I Improvements, Excluding Collins Greenway Improvements. ES Triangle II shall Commence Construction of the Phase I Improvements (building shell), including the Plaza Greenway Improvements but excluding the Collins Greenway Improvements. (§ 302)	Within 3 months following issuance by City of a building permit for the Phase I Improvements.
9. Acquisition and Remediation of Collins Greenway Property. If Agency determines to acquire the Collins Greenway Property, Agency shall acquire and remediate the Collins Greenway Property. (§ 201)	Prior to granting access to ES Triangle II for construction of the Greenway Improvements.
10. Public Improvements Agreement. ES Triangle II shall enter into the Public Improvements Agreement with City. (§ 305)	Prior to issuance of a building permit for the Phase I Improvements.
11. Agreement for Potential Reimbursement of Undergrounding Project Costs. ES Triangle II and City shall enter into the Agreement for Potential Reimbursement of Undergrounding Project Costs. (§ 306)	Concurrent with execution of the Agreement (i.e., on the Date of Agreement).

ACTION	DATE
12. Participant Access to Collins Greenway Property. Subject to Agency acquiring and remediating the Collins Greenway Property, Agency shall grant access to the Collins Greenway Property to ES Triangle II. Note: If Agency does not deliver the Collins Greenway Property on or before December 31, 2013, then ES Triangle II shall have no further obligation to construct any of the Collins Greenway Improvements to be constructed the Collins Greenway Property and such requirement shall be deemed to have been waived by Agency (§ 201)	Following completion of Agency remediation, and at least 10 days prior to the date ES Triangle II must commence construction of the Collins Greenway Improvements, but in no event later than December 31, 2013.
13. Commencement of Construction of the Collins Greenway Improvements. Subject to Agency acquiring, remediating and granting ES Triangle II access to the Collins Greenway Property, ES Triangle II shall commence construction of the Collins Greenway Improvements. (§ 201)	Within 120 days of Agency granting access to ES Triangle II for construction of the Collins Greenway Improvements, or following commencement and during the period of construction of the Phase I Improvements on Parcel B, whichever is later.
14. Completion of Construction of Phase I Improvements. ES Triangle II shall complete construction of the Phase I Improvements (building core and shell). (§ 302)	On or before 24 months following Commencement of Construction.

ACTION	DATE
15. Completion of Public Improvements. ES Triangle II to complete construction of Public Improvements other than the Greenway Improvements. (§ 305, Public Improvements Agreement, Attachment 7)	On or before issuance of a certificate of occupancy for the Phase I Improvements; provided that, if completion of the Public Improvements is delayed beyond the date that a certificate of occupancy for the Phase I Improvements can otherwise be issued because of work required to be performed by PG&E or coordination issues with PG&E, then completion of construction of such Public Improvements shall occur as promptly after issuance of such certificate of occupancy as reasonably possible under the circumstances.
16. Acceptance of Public Improvements. Agency or City to accept Public Improvements other than the Greenway Improvements. (§ 305, Public Improvements Agreement, Attachment 7; Scope of Development section 2.A)	On or before issuance of a certificate of occupancy for the Phase I Improvements; provided, however, Agency or City will not withhold issuance of a certificate of occupancy if completion of Undergrounding Project is delayed as a result of PG&E delays.
17. Completion of Construction of the Greenway Improvements. ES Triangle II shall complete construction of the Greenway Improvements. (§ 201.2(a), § 202.1)	For the Plaza Greenway Improvements and the Collins Greenway Improvements, respectively, within 180 days of commencement of construction of such portion of the Greenway Improvements, or at time of completion of the other Phase I Improvements, whichever is later.

ACTION	DATE
18. Emery-Go-Round. Each Participant shall join the TMA for the Emery-Go-Round. (§ 315)	On or before the issuance of a certificate of occupancy for the Phase I Improvements or the Phase II Improvements, as applicable, and continue such membership for as long as the Emery-Go-Round is operating.
19. Completion of Site Clean Up Plan Work and Closure Letters. If applicable, ES Triangle II shall have completed all soils work (excluding any ongoing ground water remediation and monitoring) required by the Site Clean Up Plan and obtained closure letters for the soils remediation required for Parcel B and the Phase I Improvements. (§ 313)	Prior to issuance of the Certificate of Completion for the Phase I Improvements.
20. Greenway Plaza Maintenance Agreement. ES Triangle II shall enter into the Greenway Plaza Maintenance Agreement with City. (§ 402)	Prior to ES Triangle II receiving an occupancy permit for any portion of the Phase I Improvements.
21. ES Triangle II to Obtain Agency Approval of Reimbursable Portions of Permitted Costs. ES Triangle II shall submit evidence of costs and obtain Agency Executive Director approval of the reimbursable portions of Permitted Costs, as set forth in the Agreement section 502.3. (§ 502.3)	Promptly following the date ES Triangle II incurs such reimbursable costs and in any event prior to the date that ES Triangle II requests reimbursement of any such Permitted Costs through payment of Agency Funding.
22. Agency Assistance. Agency shall pay ES Triangle II the Agency Assistance. (§ 502.4)	As set forth in Section 502.4.

ACTION	DATE
23. Certificate of Completion, Phase I Improvements. Agency shall provide a Certificate of Completion for the Phase I Improvements to ES Triangle II. (§ 311)	Within 30 days following later of (i) satisfactory completion of the Phase I Improvements (completion of the Collins Greenway Improvements is subject to the terms of section 311.1), (ii) issuance of closure letters for the Phase I soils remediation work, and (iii) ES Triangle II's written request therefor.
24. Commence Payment of Agency Reimbursement. Agency shall commence making the Agency Reimbursement payments to ES Triangle II. (§502.5)	Beginning with the Tax Year in which the Certificate of Completion for the Phase I Improvements is issued and as further provided in Section 502.5.
25. ES Triangle I Submission of Phase II Planning Application. ES Triangle I shall submit to Agency and City a complete Planning Application for development of the Phase II Improvements (§ 303.1)	On or before the date which is six months prior to expiration of the Amyris Lease.
26. Phase II Project Approvals. ES Triangle I shall secure all Project Approvals for development of the Phase II Improvements. (§ 301.2)	As soon as possible following submittal of the Phase II Planning Application, and in any event prior to Commencement of Construction of the Phase II Improvements.
27. Insurance, Phase II Improvements. ES Triangle I shall furnish to Agency evidence of required insurance for the Phase II Improvements. (§ 307)	Prior to Commencement of Construction of the Phase II Improvements.

ACTION	DATE
28. Completion of Phase I and Phase II Site Assessments and Approval of Site Clean Up Plan. ES Triangle I shall complete a Phase 1 site assessment and, if applicable, a Phase 2 site assessment and Site Clean Up Plan for Parcel A and the Phase II Improvements, and obtain City and/or other governmental regulatory agency approval of such Site Clean Up Plan. (§ 313)	Prior to Commencement of Construction of the Phase II Improvements.
29. Compliance with City Art Ordinance and Agency Art Policy. ES Triangle I shall have complied with the City Art Ordinance and ES Triangle I shall pay Agency the amount required for deposit into the Agency Art Fund for the Phase II Improvements. (§ 314)	Prior to issuance of a certificate of occupancy for the Phase II Improvements.
30. Obtain Demolition Permit for Parcel A Building. ES Triangle I shall obtain a demolition permit for the existing building on Parcel A. (§ 302)	Prior to later of: (i) six months following receipt of the Project Approvals for the Phase II Improvements or (ii) six months after expiration of the Amyris Lease (including the renewal thereof, if exercised).
31. Submittal of Phase II Improvements Construction Plans and Drawings. ES Triangle I shall submit to City detailed construction plans with respect to Phase II Improvements. (§ 303.2)	Prior to later of: (i) six months following receipt of the Project Approvals for the Phase II Improvements or (ii) six months after expiration of the Amyris Lease (including the renewal thereof, if exercised).

ACTION	DATE
32. Commencement of Construction of the Phase II Improvements. ES Triangle I shall Commence Construction of the Phase II Improvements (building core and shell). (§ 302)	No later than 12 months following receipt of the Project Approvals for the Phase II Improvements, but in any event no later than April 30, 2024.
33. Completion of Construction of the Phase II Improvements. ES Triangle I shall complete construction of the Phase II Improvements (building core and shell). (§ 302)	On or before 24 months following Commencement of Construction, but in any event no later than April 30, 2026.
34. Completion of Site Clean Up Plan Work and Closure Letters. If applicable, ES Triangle I shall have completed all soils work (excluding any ongoing groundwater remediation and monitoring) required by the Site Clean Up Plan and obtained closure letters for the soils remediation required for Parcel A and the Phase II Improvements. (§ 313)	Prior to issuance of a Certificate of Completion for the Phase II Improvements.
35. Certificate of Completion, Phase II Improvements. Agency shall provide a Certificate of Completion for the Phase II Improvements to ES Triangle I. (§ 311)	Within 30 days following later of (i) satisfactory completion of the Phase II Improvements, and (ii) ES Triangle II's written request therefor.
36. Acceptance of Plaza Greenway Property and Improvements. Agency to accept the Plaza Greenway Property and Improvements. (§ 202.2)	Upon completion of payment of Agency Reimbursement. (§ 502.5)

ATTACHMENT NO. 5

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Emeryville Redevelopment Agency
1333 Park Avenue
Emeryville, CA 94608-3517
Attention: City Attorney

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383.

CERTIFICATE OF COMPLETION

THIS CERTIFICATE OF COMPLETION ("**Certificate of Completion**") is made by the EMERYVILLE REDEVELOPMENT AGENCY, a public body corporate and politic ("**Agency**"), in favor of _____, a _____, ("**Participant**"), as of the date set forth below.

RECITALS

A. Agency, Participant and _____ have entered into that certain Owner Participation Agreement (the "**OPA**") dated _____, 2009, and recorded in the Recorder's Office of Alameda County on _____, 2009, as Instrument No. _____, concerning the redevelopment of certain real property (the "**Site**") situated in the City of Emeryville, California. The Site is specified in the OPA. Participant owns that portion of the Site described in the OPA as *[insert as applicable: "Parcel A" or "Parcel B"]* and as more fully described in Exhibit "A" attached hereto and made a part hereof.

B. As referenced in Section 311 of the OPA, Agency is required to furnish Participant or its successors with a Certificate of Completion upon satisfactory completion of construction of the *[Insert as applicable: "**Phase I Improvements**" or "**Phase II Improvements**"]* (as defined in Section 101 of the OPA), which Certificate is required to be in such form as to permit it to be recorded in the Recorder's Office of Alameda County. This Certificate of Completion is conclusive determination of satisfactory completion of the construction and development of the *[Insert as applicable: "Phase I Improvements" or "Phase II Improvements"]* required by the OPA.

C. Agency has conclusively determined that such construction and development has been satisfactorily completed.

NOW, THEREFORE, Agency hereby certifies as follows:

1. The work of *[Insert as applicable: "Phase I Improvements" or "Phase II Improvements"]* to be constructed by Participant has been fully and satisfactorily completed in conformance with the OPA. *[If applicable, insert provisions regarding the Collins Greenway Improvements if not yet completed, as provided for in Section 311.1 of the OPA.]*

2. *[Insert if applicable] "Issuance of this Certificate of Completion with respect to the Phase I Improvements shall not be deemed to limit or otherwise affect ES Triangle I's obligations with respect to construction and development of the Phase II Improvements required to be constructed by ES Triangle I under the OPA."*

3. All use, maintenance, nondiscrimination and other covenants contained in the OPA shall remain in effect and enforceable according to their terms.

4. This Certificate of Completion shall not be deemed or construed to constitute evidence of compliance with or satisfaction of any obligation of Participant to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the construction and development of the Improvements on the Site or portion thereof. This Certificate of Completion is not a notice of completion as referred to in Section 3093 of the California Civil Code.

IN WITNESS WHEREOF, Agency has executed this Certificate of Completion this _____ day of _____, 20___.

EMERYVILLE REDEVELOPMENT AGENCY, a public body corporate and politic

By:_____

Print Name:_____

Its:_____

[notary acknowledgment required]

ATTEST:

_____
Agency Secretary

EXHIBIT "A"

SITE DESCRIPTION

[To be inserted]

ATTACHMENT NO. 6

AGENCY REIMBURSEMENT NET PRESENT VALUE CALCULATION EXAMPLE

Example of Net Present Value Calculation of Tax Increment
BASED ON ESTIMATED TAX INCREMENT ONLY

Amount Owned to Developer:	$1,438,000
Discount Rate	4.50%

Year of Pmt	Present Value Payment by Year 2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
1	$110,247		$120,392										
2	$159,749			$162,300									
3	$155,927				$165,946								
4	$152,197					$169,665							
5	$148,556						$173,458						
6	$145,002							$177,327					
7	$141,533								$181,274				
8	$138,147									$185,299			
9	$134,737										$189,242		
10	$131,413											$193,264	
11	$20,508												$34,779
Total	$1,438,013												

ATTACHMENT NO. 7

Recording Requested by and After Recordation Mail To:

City Attorney
City of Emeryville
1333 Park Avenue
Emeryville, CA 94608

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383

PUBLIC IMPROVEMENTS AGREEMENT

THIS PUBLIC IMPROVEMENTS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2009, by and between EMERYSTATION TRIANGLE II, LLC, a California limited liability company ("**Developer**") and the CITY OF EMERYVILLE, a municipal corporation ("**City**").

RECITALS

A. Developer, EmeryStation Triangle, LLC, a California limited liability company ("**ES Triangle I**") and the Emeryville Redevelopment Agency, a public body, corporate and politic ("**Agency**") have entered into an Owner Participation Agreement dated as of _____, 2009, and recorded in the Recorder's Office of Alameda County on _____, 2009, as Instrument No. _____ (the "**OPA**"), providing, among other things, for the redevelopment of certain real property situated in the City of Emeryville, California (the "**Site**") shown on the site map attached hereto as Exhibit A with mixed lab, retail, office, office/service and research and development uses, together with improved public open space uses. Developer owns a portion of the Site designated as Parcel B in the OPA and as shown on Exhibit A, which portion of the Site is more particularly described in the legal description attached hereto as Exhibit B ("**Parcel B**"). Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the OPA.

B. The Project Approvals and the OPA require Developer to construct certain public improvements necessary to extend the Emeryville Greenway across a portion of the Site ("**Greenway Improvements**"), as depicted and described in the Phase I Schematic Plans dated January 8, 2009, prepared by DGA Architects, and the Landscape Site Plan with Plant List dated August 26, 2008, prepared by Studio Five/Design Inc. and upon completion to dedicate such Greenway Improvements to the City. In addition, Developer is required to undertake certain street improvements generally described in Section 2(a) – (e) below ("**Street Improvements**") and certain utility undergrounding project improvements ("**Undergrounding Project Improvements**") consisting of undergrounding all existing in-air, on pole utilities along the east side of Hollis Street adjacent to Parcel B up to the two northernmost existing utility poles on Hollis Street south of the Hollis Street/59th Street intersection. The Greenway Improvements, the Street Improvements and the Undergrounding Project Improvements are referred to

collectively herein as the "**Public Improvements**" and each such element of the Public Improvements is sometimes referred to herein as a "portion" of the Public Improvements.

C. Prior to or concurrently with execution of this Agreement, the parties have entered into an Agreement for Potential Reimbursement of Undergrounding Project Costs ("**Undergrounding Reimbursement Agreement**") to provide for the potential reimbursement to Developer of Undergrounding Project Improvements costs in the event of formation of an assessment district.

D. City and Developer desire to enter into an agreement to set forth Developer's obligations with respect to the Public Improvements.

AGREEMENT

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. Incorporation by Reference. The Recitals set forth above, the requirements of Article 2 of Chapter 3 of Title 9 of the Emeryville Municipal Code, the Project Approvals and conditions thereto described in Section 301 of the OPA are each incorporated herein by this reference as if set forth in full, except where expressly modified herein.

2. Construction of Public Improvements. Except as otherwise expressly provided in the OPA and the Undergrounding Reimbursement Agreement, Developer shall at its sole cost and expense do and perform and cause to be done and performed in a good and workmanlike manner all of the Public Improvements. The Public Improvements shall consist of the following:

(a) Grading and the installation of curbs, gutters, sidewalks, handicapped ramps, street lights, street and sidewalk trees, bicycle-proof grates on existing catch basins, and roadway surfaces on or along the Site;

(b) An adequate water distribution system designed and constructed for the purpose of supplying domestic water for use on the Site and for fire-fighting purposes;

(c) An adequate sewage system designed and constructed to serve the Site;

(d) An adequate storm water drainage system designed and constructed so as to serve and protect the Site;

(e) An adequate system designed and constructed so as to provide all the necessary utilities to the Site, including, but not limited to, the facilities for water, natural gas, electricity, and telephone services;

(f) The Greenway Improvements, as further described in Paragraph 4 below and the Scope of Development; and

(g) The Undergrounding Project Improvements as further described in Paragraph 5 below and the Scope of Development.

3. Standards. All Public Improvements shall be constructed, as and to the extent applicable, in accordance with: the specifications identified as the Standard Specifications of the State of California Department of Transportation, as effective July 2002, and the Project Approvals. Where there is a conflict between the requirements, the stricter requirement shall govern. All work to be performed hereunder shall be done to the satisfaction of the City Engineer. No work on any particular portion of the Public Improvements shall commence until plans, profiles, and specifications for such portion of the Public Improvements have been submitted to and approved by the City Engineer. The Public Improvements shall be constructed in accordance with said plans, profiles, and specifications and Developer shall do, or cause to be done, all work and furnish all materials necessary to complete the Public Improvements in accordance with said plans, profiles, and specifications or with any changes required or ordered by the City Engineer, which in his opinion are necessary or required to complete the work. All costs of checking said plans, profiles, and specification and all inspections of the work have been or shall be paid by Developer. Any approval by the City Engineer shall not relieve Developer, or its engineers or architects from liability under this Agreement.

4. Construction of Greenway Improvements. Pursuant to the OPA, Developer shall at its sole cost and expense do and perform and cause to be done and performed in a good and workmanlike manner, all of the Greenway Improvements work as further provided below:

(a) Plaza Greenway Improvements. A portion of the Greenway Improvements (the "**Plaza Greenway Improvements**") shall be developed on property currently owned by Developer (and referred to in the OPA as the Plaza Greenway Property) and on property owned by the City of Emeryville as shown on attached Exhibit A. Developer's obligation to construct the Plaza Greenway Improvements on the Plaza Greenway Property and such City owned property is unconditional and effective as of the date of this Agreement.

(b) Collins Greenway Improvements. The remainder of the Greenway Improvements (the "**Collins Greenway Improvements**") are planned for development on property currently owned by H.S.P., a California limited partnership (the "**Collins Greenway Property**"). Developer's obligation to construct the Collins Greenway Improvements on the Collins Greenway Property is conditional on Agency's acquisition of the Collins Greenway Property and satisfaction of the Collins Greenway Property Required Conditions as specified in Section 201.2(b) of the OPA prior to December 31, 2013. In the event that Agency does acquire the Collins Greenway Property and satisfy the Collins Greenway Property Required Conditions prior to such date, (i) Agency shall grant to Developer such access licenses or rights of entry as are reasonably necessary for construction of the Collins Greenway Improvements on the Collins Greenway Property, and (ii) in the event that Agency grants such access licenses or rights of entry on the Collins Greenway Property to Developer prior to or during the period of Developer's construction of the Phase I Improvements on Parcel B, Developer may utilize the Collins Greenway Property for staging purposes for such construction.

5. Construction of Undergrounding Project Improvements. Except as otherwise expressly provided in the OPA and the Undergrounding Reimbursement Agreement, Developer, at its sole cost and expense, shall do and perform and cause to be done and performed in a good and workmanlike manner, all of the Undergrounding Project Improvements work.

(a) Permits and Approvals. Developer shall obtain all permits, approvals, and similar documents necessary to construct the Undergrounding Project Improvements, including any right of entry to the area in and around the Undergrounding Project Improvements which may be required from City, Agency, the California Department of Transportation or any private third-party.

(b) Construction Contract. Developer shall enter into such contracts as may be necessary for performance of the Undergrounding Project Improvements and shall furnish City with a copy of such Undergrounding Project Improvements contract upon its execution. Except as otherwise expressly provided in the OPA and the Undergrounding Reimbursement Agreement, all costs and expenses of designing and constructing the Undergrounding Project Improvements shall be borne exclusively by Developer.

(c) Basic Construction Obligations. Developer shall supervise and cause its contractor to construct the Undergrounding Project Improvements work in a good and workmanlike manner in strict compliance with plans and specifications for the Undergrounding Project Improvements approved by City and all applicable federal, state and local laws, ordinances, rules, regulations and policies.

(d) Acceptance of Work. The City Engineer or his representative shall have the right to reject any and all Undergrounding Project Improvements work to be performed under this Agreement as provided for in Section 10 below. In addition, final acceptance of the Undergrounding Project Improvements work shall be by Pacific Gas and Electric Company ("**PG&E**") and other utilities with respect to utility wires and conduits and by the City with respect to excavation, backfill, repaving, and final restoration of streets, curbs, gutters and sidewalks . No periodic or progress inspection or approval shall bind the City to accept the Undergrounding Project Improvements work or to waive any defect in the same or any breach of this Agreement.

(e) Other Approvals. Developer shall obtain all inspections, approvals, and acceptances of the Undergrounding Project Improvements work as may be required by PG&E and any other governmental entity or public or private utility. City will not make final acknowledgment of completion of the Undergrounding Project Improvements until it has received written notification that the undergrounded utilities have been accepted for maintenance by the applicable utility company or governmental entity. If the undergrounding of the utility was made by the utility concerned, then the requirement of this paragraph shall be disregarded.

6. Design Documents and Construction Drawings. Except to the extent that plans for the Undergrounding Project Improvements are prepared by PG&E or any other public or private utility, Developer shall prepare Schematic Plans and Construction Drawings for the Public Improvements as provided in Section 303 of the OPA.

7. Time of Commencement and Completion. The Public Improvements work required by this Agreement shall be completed within the time provided in the Schedule of Performance attached to the OPA. The City Engineer may extend the time for completion of the Public Improvements or any portion thereof upon good cause being shown by the Developer.

Any such extension may be granted without notice to Developer's surety, and any extension so granted shall not relieve surety's liability on the bond to secure the faithful performance of this Agreement. Except as otherwise provided for in the OPA, or unless otherwise approved by the City, all Public Improvements shall be constructed and approved by the City Engineer prior to occupancy of any building on Parcel B.

8. Encroachment Permit. Developer shall apply for and obtain an encroachment permit from the Department of Public Works prior to starting any construction of Public Improvements in the public right of way or on that portion of the Emeryville Greenway currently owned by City.

9. Inspection Services. Developer acknowledges that City may inspect the construction of the Public Improvements and agrees to pay City's customary costs for these inspection services. Costs of inspection services include, but are not limited to, office checking of maps and plans, field checking, inspection and testing. City staff and agents shall at all times during construction of the Public Improvements have access to the work.

Developer has made an initial deposit of Twenty Five Thousand Dollars ($25,000) to pay for the inspection costs. As necessary, the City may reconcile the account throughout the construction period and request an additional deposit from Developer. Developer shall deposit the required amount within ten (10) business days after receipt of notice to Developer of the additional amount due or City may stop inspections of the Public Improvements. Upon preliminary acknowledgment of completion of the work, City shall reconcile the final account. If money is owing City, Developer shall deposit the required amount within ten (10) business days after receipt of notice to Developer of the additional amount due. If any inspection deposit funds remain after final inspection, City shall promptly refund Developer the amount owed.

To the extent that Developer incurs separately allocable costs related to inspection of the Undergrounding Project Improvements exclusively ("**Utility Undergrounding Inspection Costs**"), and to the extent the North Hollis Undergrounding District is formed as described in the Utility Undergrounding Reimbursement Agreement, Developer may be reimbursed for some or all of such Utility Undergrounding Inspection Costs.

10. Acceptance of Work. The City Engineer or his representative shall have the right to reject any and all work on any portion of the Public Improvements to be performed under this Agreement, if such work does not conform, in his or his representative's reasonable judgment with the plans, profiles, and specifications for such portion of the Public Improvements and/or the ordinances and standards of the City. Except as otherwise provided in Paragraph 5 above with respect to the Undergrounding Project Improvements, final acceptance of the Public Improvements shall be by the City Council or the City Engineer if authorized by the City Council. No work of any portion of the Public Improvements shall be accepted by City unless and until any and all liens and stop notices have been paid, discharged and released with respect to such portion of the Public Improvements or City has been provided with other assurance which City deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of City from the effect of such lien or

bonded stop notice. No periodic or progress inspection or approval shall bind the City to accept the Public Improvements or to waive any defect in the same or any breach of this Agreement.

11. Repairs and Replacement. Developer shall replace or repair any portion of the Public Improvements which have been destroyed or damaged prior to final acceptance of completed work by the City Council or the City Engineer. Any such repair or replacement shall be to the satisfaction and subject to the approval of the City Engineer. Developer shall repair to the satisfaction of the City Engineer any damage to the utilities systems, concrete work, street paving or other public improvements that may occur in connection with the Public Improvements work.

12. Public Improvements Security.

(a) Performance Security. Developer shall, concurrently with execution of this Agreement, deposit with City an adequate and satisfactory improvement security equal to _____ Dollars ($_____) which is one hundred percent (100%) of the estimated total cost of each portion of the Public Improvements, and otherwise meeting all applicable requirements of Chapter 5 of Division 2 of Title 7 of the California Government Code, to guarantee performance of construction and installation of each portion of the Public Improvements; provided, however, that if the Collins Greenway Property Required Conditions have not been satisfied as of the date hereof, Developer shall not be required to deposit such security for the Collins Greenway Improvements unless and until such conditions have been satisfied. The performance security for each portion of the Public Improvements shall be kept in full force until City accepts such portion of the Public Improvements. The City Engineer, in his sole discretion, may release a portion of the security given for faithful performance of each portion of the Public Improvements as the work on such portion of the Public Improvements progresses upon application by the Developer; provided, however, no release shall be for an amount less than twenty-five percent (25%) of the total improvement security given for such portion of the Public Improvements. In no event shall the City Engineer authorize a release of security for a portion of the Public Improvements which would reduce the security for such portion of the Public Improvements to an amount below that required to guarantee the completion of such portion of the Public Improvements.

(b) Payment Security. Developer shall, concurrently with execution of this Agreement, deposit with City adequate security to ensure payment to the contractors, subcontractors, laborers, suppliers and materialmen performing each portion of the Public Improvements work, consistent with all applicable requirements of Chapter 5 of Division 2 of Title 7 of the California Government Code. The total amount of the labor and materials payment security shall be equal to _____ ($_____) which is one hundred percent (100%) of the estimated total costs to construct each portion of the Public Improvements; provided, however, that if the Collins Greenway Property Required Conditions have not been satisfied as of the date hereof, Developer shall not be required to deposit such labor and materials payment security for the Collins Greenway Improvements unless and until such conditions have been satisfied. Security given to secure payment to the contractors, subcontractors and to persons furnishing labor, materials or equipment with respect to each portion of the Public Improvements shall, six (6) months after the completion and acceptance of

the work for such portion of the Public Improvements, be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed with respect to such portion of the Public Improvements and of which notice has been given to the City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security with respect to such portion of the Public Improvements. The balance of the security for such portion of the Public Improvements shall be released upon the settlement of all claims and obligations for which the security was given.

(c) Warranty Period Security. Prior to the release by City of the performance security for each portion of the Public Improvements, Developer shall deposit with City adequate security warranting such portion of the Public Improvements for a period of one (1) year after the date of City's acceptance of such work. The amount of the warranty period Security shall be equal to ten percent (10%) of the total estimated costs to construct such portion of the Public Improvements.

(d) General Requirements for Security. All security required under this Agreement shall be provided as a certified check, a bond in a form acceptable to City and issued by an admitted and authorized surety in California and acceptable to City, or an irrevocable standby letter of credit issued by a bank and in a form acceptable to City. Any additions, alterations or modifications to this Agreement or to the approved plans and specifications for any portion of the Public Improvements, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties of improvement securities given in connection with this Agreement. City may retain for any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees. Neither a preliminary acknowledgment of completion, nor acceptance, nor the existence of any security for any portion of the Public Improvements shall be construed as a limitation on liability on the part of Developer under this Agreement.

13. Warranty. Developer expressly warrants and guarantees all work performed hereunder and all materials used therein for a period of one (1) year after completion and final acceptance thereof by the City Council or the City Engineer as so authorized by the City Council. Developer also warrants that the Public Improvements shall fulfill their design functions and be fit for their ordinary and intended purposes, be free from defects in design, materials and workmanship, and perform satisfactorily.

Developer agrees that for a period of one year after acceptance of each portion of the Public Improvements, Developer will: (a) promptly repair any defects or failures which may appear in such portion of the Public Improvements during the one-year period; and (b) correct the causes of said defects or failures in such portion of the Public Improvements. If Developer fails to act promptly or in accordance with this requirement, following written notice and an opportunity to cure as provided for in this Agreement, or should an emergency require immediate action, City may, at its option, make the necessary repairs, replacements or other work and Developer shall reimburse City such costs including a fifteen percent (15%) administrative fee. No security given for the warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled.

14. Breach of Agreement; Performance by City. If Developer refuses or fails to satisfactorily complete any portion of the Public Improvements work within the time specified therefor in Schedule of Performance, and thereafter does not commence to complete such work within thirty (30) days of written notice from the City of such failure and thereafter diligently pursue such work to completion, or if Developer or Developer's contractors, subcontractors, agents or employees otherwise violate this Agreement and do not cure or commence to cure such violation within thirty (30) days after receipt of written notice from City of such violation and thereafter diligently pursue such cure to completion, or if delay in the construction of any portion of the Public Improvements, in the reasonable opinion of the City Engineer, poses any danger to property or public safety, or if Developer should be adjudged a bankrupt, or shall make a general assignment for the benefit of creditors, or if a receiver should be appointed in the event of Developer's insolvency, the City may, without relieving Developer of any of its obligations hereunder, take over the work and prosecute same to completion by any method City may deem advisable for the account and at the expense of Developer.

15. Encroachment Permits for Others. Developer hereby agrees that in that period of time between execution of this Agreement and the acknowledgment of completion and acceptance by City of the Public Improvements, City may require persons other than Developer to obtain encroachment permits for work other than that contemplated by this Agreement. In the event of issuance of such encroachment permits, the Developer shall not be relieved from responsibility as set forth in this Agreement, and acceptance or issuance of such encroachment permits shall not be construed as an act indicating acknowledgment of completion of any work required by this Agreement.

16. Cost of Public Improvements. Except as expressly provided in this Agreement, the OPA or the Undergrounding Reimbursement Agreement, neither City nor Agency shall be responsible for any of the costs of the Public Improvements or for the performance or non-performance of the work of construction of the Public Improvements, and Developer shall hold City and Agency free and harmless from any claim or liability regarding the costs of the Public Improvements resulting from or arising out of the same.

17. No Liability of City or Agency. Neither the City nor the Agency nor any of their officers, agents, or employees shall be liable to Developer, its contractors, subcontractors, officers, agents, or employees, for any error or omission, injury or damage that may result to any person or property or any obligations or any obligation whatsoever, arising out of or in connection with any work to be performed or the failure to perform under this Agreement.

18. Indemnification. Developer shall indemnify, defend (with counsel reasonably acceptable to Agency and City) and hold harmless City and Agency and its and their officers and employees from and against any and all third party suits or actions at law or in equity, claims, liabilities, obligations, losses, damages, costs and expenses (including attorneys fees), including, but not limited to, bodily injury, sickness, disease or death of any person or damage to real or personal property, tangible or intangible (collectively "**Claims**") arising directly or indirectly from the performance or failure to perform the provisions of this Agreement or acts, omissions, negligence or willful misconduct of Developer or its contractors, subcontractors, agents or employees under this Agreement. Developer's indemnity obligations under this Section 18 shall

not extend to Claims to the extent occasioned by the active negligence or willful misconduct of Agency or City or its or their officers or employees. Notwithstanding the foregoing sentence, Developer shall be required to defend Agency and City and its and their officers and employees against any and all Claims, regardless of the extent to which (or if at all) Agency or City or its or their officers or employees have contributed or are alleged or found to have caused or contributed to such Claims. Developer's indemnity obligations shall apply regardless of whether any City or Agency insurance policies, self-insurance or joint self-insurance has been determined to be applicable to such Claims and regardless of whether or not City or Agency has prepared, supplied or approved of plans and specifications for the Public Improvements. This indemnification provision shall survive expiration or termination of this Agreement.

19. Use and Maintenance of Public Improvements. Developer agrees that the use of any and all of the Public Improvements by Developer and its officers, agents, employees, contractors and subcontractors, shall be at the sole and exclusive risk of the Developer at all times prior to final acceptance by City. Developer agrees to assume all maintenance responsibilities for the Public Improvements, other than the Plaza Greenway Improvements, until one year after the final acceptance of the Public Improvements by the City. Developer's obligations with respect to maintenance of the Plaza Greenway Improvements after acceptance by the City shall be as provided in the Plaza Greenway Maintenance Agreement to be entered into between Developer and Agency as provided for in the OPA. The issuance of certificates of occupancy permits by City shall not be construed to constitute acceptance or approval of any of the Public Improvements constructed hereunder.

20. Insurance. Developer shall maintain and, prior to commencement of any Public Improvements work, shall furnish to City evidence of commercial general liability, comprehensive automobile liability, builder's all-risk, and worker's compensation insurance meeting the requirements of Section 307 of the OPA.

21. Prevailing Wages. Developer shall pay and shall cause all contractors and subcontractors to pay prevailing wages for all Public Improvements work and comply with all applicable prevailing wage requirements, including those set forth in Labor Code Section 1720 et seq.

22. Title to Public Improvements. Title to and ownership of each portion of the Public Improvements accepted by the City shall vest absolutely in the City (subject to the terms of the OPA with respect to City's acceptance of Developer's offer of dedication of the Plaza Greenway Property and Improvements).

23. Final Drawings. Upon completion of each portion of the Public Improvements and prior to final acceptance thereof, Developer shall provide the City with one set of "as-built" drawings in the format specified by the City Engineer. The drawings shall be certified by Developer as being "as-built" and shall reflect the job actually constructed including any changes. To the extent that any private improvements, such as grease interceptors, are located within the Greenway Property or other public right-of-way areas, Developer shall include in the final drawings an overlay showing such improvements.

24. Attorneys Fees. In the event that any action is brought by either party hereto as against the other party hereto for the enforcement or declaration of any right or remedy in or under this Agreement or for the breach of any covenant or condition of this Agreement, the prevailing party shall be entitled to recover, and the other party agrees to pay, all fees and costs to be fixed by the court therein, including reasonable attorneys' fees.

25. Compliance with Law. Developer shall, at Developer's expense, obtain all necessary permits and licenses for the Public Improvements hereunder, give all necessary notices and pay all fees and taxes required by law. In the performance of this Agreement, Developer shall comply with all applicable laws, ordinances, and regulations.

26. Assignment. This Agreement may be assigned by Developer with the prior approval of City, not to be unreasonably withheld, conditioned or delayed. City's approval of any such assignment shall be contingent upon the assignee delivering to City replacement security meeting the requirements of Section 12 above. City shall consider and approve or disapprove such assignment requests in the same manner as set forth in Section 103 of the OPA with respect to Agency approval of assignments under the OPA, and an assignment of this Agreement in connection with a Pre-Approved Transfer specified in Section 103 of the OPA shall not require City's prior approval.

27. Governing Law. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California.

28. Notices. All notices shall be in writing and delivered in person or sent by registered mail, postage prepaid to the following addresses:

City:
Maurice Kaufman, City Engineer
City of Emeryville
1333 Park Avenue
Emeryville, California 94608

with a copy to:
Michael G. Biddle, City Attorney
City of Emeryville
1333 Park Avenue
Emeryville, California 94608

Developer:
Richard K. Robbins
EmeryStation Triangle II, LLC
1120 Nye Street, Suite 400
San Rafael, California 94901

with a copy to:
David H. Kremer
Shartsis Friese LLP
One Maritime Plaza, 18th Floor
San Francisco, California 94111

29. Authority. The parties represent that the individuals executing this Agreement have the authority to do so.

30. Further Assurances; Amendments. City and Developer agree to mutually consider reasonable requests for amendments to this Agreement that may be made by either of them, or by lending institutions or bond counsel or financial consultants to City or Developer, provided such requests are consistent with this Agreement and would not materially alter the basic business terms hereof. No amendment hereto shall be effective unless in writing and signed by the parties hereto.

31. Counterparts. This Agreement may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

32. Interpretation. This Agreement is the product of negotiations between the parties, and it shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared the same. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

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

Dated:_____, 2009
"Date of Agreement"

CITY:

CITY OF EMERYVILLE, a municipal corporation

By:_____
Patrick O'Keeffe, City Manager
[notary acknowledgment required]

ATTEST:

_____
Karen Hemphill, City Clerk

APPROVED AS TO FORM:

_____
Michael G. Biddle, City Attorney

– AND –

Dated:_____, 2009

DEVELOPER:

ES TRIANGLE II:

EMERYSTATION TRIANGLE II, LLC,
a California limited liability company

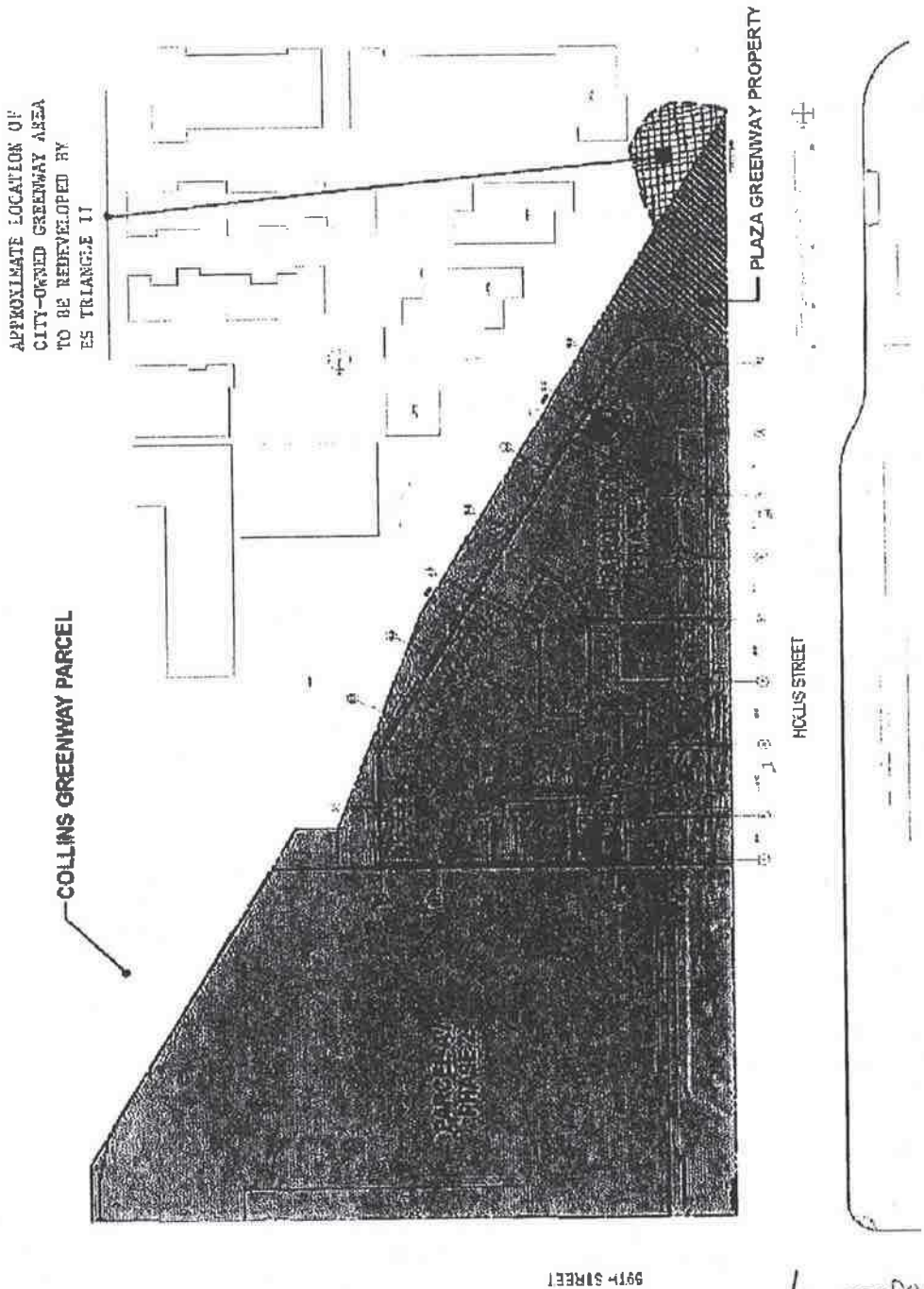
By: PELICAN WAY LLC, a California limited liability company
Its: Sole Member

By:_____
Richard K. Robbins
Managing Member

[notary acknowledgment required]

EXHIBIT A

SITE MAP



As referenced in Legal Description Exhibit B

Attachment No. 7
Public Improvements Agreement
Exhibit A

EXHIBIT B

LEGAL DESCRIPTION

PARCEL B

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EMERYVILLE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Lots 10 and 11, Block 18, L. M. Beaudry and G. Peladeau, being Plot No. 41 on J. Kellersberger's Map, filed November 6, 1876, in Book 6, Page 14 of Maps, Alameda County Records.

Parcel Two:

Lot 14, Block 18, L. M. Beaudry and G. Peladeau, being Plot No. 41 and J. Kellersberger's Map, filed November 6, 1876, in Book 6, Page 14 of Maps, Alameda County Records.

Parcel Three:

Portions of Lots 15, 18, 19 and 22, Block 18, L. M. Beaudry and G. Peladeau, being Plot No. 41 on J. Kellersberger's Map, filed November 6, 1876, in Book 6, Page 14, of Maps, Alameda County Records, described as follows:

Beginning at a point on the eastern line of Green Street, formerly 6th Street, distant thereon north 14° 30' west 85 feet from the northern line of Powell Street, as said Streets are shown on said Map and running thence along said line of Green Street, north 14° 30' west, 165 feet to the northern line of said Lot 15; thence along the last named line, north 75° 40' east, 100 feet to the most northern corner of said Lot 15; thence south 6° 51' 06" west, 106.89 feet to the southern line of said Lot 18; thence south 15° 11' 15" west, 75.09 feet; thence south 75° 40' west, 23.89 feet to the point of beginning.

Parcel Four:

Beginning at a point in the easterly line of Green Street, formerly Sixth Street, distant thereon north 14° 30' west, 43.03 feet from the northerly line of Powell Street, as shown on the Map herein referred to; thence north 14° 30' west, along said line of Green Street, 41.97 feet; thence north 75° 40' east, 23.89 feet; thence south 15° 11' 15" west, 48.24 feet to the point of beginning.

Being a portion of Lots 22 and 23, in Block 18, L. M. Beaudry and G. Peladeau being Plot No. 41 on J. Kellersberger's Map, filed November 6, 1876, in Book 6, Page 14 of Maps, Alameda County Records.

Parcel Five:

Beginning at a point in the eastern line of Green Street, formerly 6th Street, distant thereon north 14° 30' west, 43.03 feet from the northerly line of Powell street, as shown on the Map herein referred to; thence north 15° 11' 15" east, a distance of 123.33 feet to a point in the northerly line of Lot 19 in Block 18, as said Lot and Block are shown on the Map herein referred to; thence north 6° 51' 06" east, a distance of 106.89 feet to a point in the northeasterly corner of Lot 15; thence north 14° 30' west, along the easterly line of Lot 14, a distance of 3.19 feet, more or less, to a point distant 37.00

feet northwesterly, measured at right angles, from the center line between double tracks of the Southern Pacific Railroad Company's former electric line, known as the Ninth Street Berkeley Line; thence north 15° 11' 15" east, parallel to said center line, a distance of 168.89 feet to a point in the northerly line of Lot 9; thence south 4° 56' 02" west, 112.82 feet to a point in a line that is parallel with and distant 17.00 feet northeasterly, measured at right angles, from said center line between double tracks of the Southern Pacific Railroad Company's former electric line known as the Ninth Street Berkeley Line; thence south 15° 11' 15" west, along said last mentioned parallel line, a distance of 295.00 feet to a point in the easterly line of Green Street, formerly 6th Street; thence north 14° 30' west, along said easterly line of Green Street, 6.06 feet to the point of beginning.

Being portions of Lots 9, 12, 13, 15, 16, 18, 19, 22 and 23, Block 18, L. M. Beaudry and G. Peladeau, being Plot No. 41 on J. Kellersberger's Map, filed November 6, 1876, in Book 6, Page 14, of Maps, Alameda County Records.

Parcel Six:

Beginning at the southwesterly corner of Lot 9 in Block 18, as said Lot and Block are shown on the Map of the Property of L. M. Beaudry and G. Peladeau, being Plot No. 41 of J. Kellersberger's Map, filed November 6, 1876, in the Office of the County Recorder of said Alameda County; thence north 75° 40' east, along the southerly line of said Lot 9, a distance of 55.19 feet to a point on a line that is parallel with and 37.00 feet northwesterly, at right angles from the center line between double tracks of the Southern Pacific Railroad Company's former electric line known as the Ninth Street Berkeley Line; thence along said parallel line, south 15° 11' 15" west, 111.43 feet to a point in a line that is 100 feet easterly, at right angles, from the easterly line of Green Street, formerly 6th Street; being the westerly line of Lot 13 in said Block 18; thence north 14° 30' west, along the last mentioned parallel line, a distance of 96.96 feet, more or less, to the point of beginning.

Being a portion of Lots 12 and 13, in said Block 18.

Parcel Seven:

A portion of Lots 7, 8, and 9 in Block 18, L. M. Beaudry and G. Peladeau, being Plot No. 41 on the J. Kellersberger's Map filed November 6, 1876, Book 6, Page 14, Alameda County Records, described as follows:

Beginning at a point on the eastern line of Hollis Street, formerly known as Green Street, also formerly known as Sixth Street, distant thereon south 14° 30' east, 180.00 feet from the point of intersection thereof with the southern line of 59th Street, formerly Folsom Street, as said Streets are shown on said Map; running thence along the said line of Hollis Street, south 14° 30' east, 20.00 feet to the southern line of said Lot 7; thence along the last named line, north 75° 40' east. 100.00 feet to the western line of said Lot 9; thence along the last named line, south 14° 30' east, 50.00 feet to the southern line of said Lot 9; thence along the last named line, north 75° 40' east, 55.19 feet; thence north 15° 11' 15" east, 57.46 feet to the northern line of said Lot 9; thence north 14° 30' west, 20.00 feet; thence south 75° 40' west, 183.65 feet to the point of beginning.

APN: 049-1328-003-02

ATTACHMENT NO. 8

Recording Requested by and After Recordation Mail To:

City Attorney
City of Emeryville
1333 Park Avenue
Emeryville, CA 94608

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383

AGREEMENT FOR POTENTIAL REIMBURSEMENT OF UNDERGROUNDING PROJECT COSTS

THIS AGREEMENT FOR POTENTIAL REIMBURSEMENT OF UNDERGROUNDING PROJECT COSTS ("**Agreement**") is made and entered into this ____ day of _____, 2009, by and between, EMERYSTATION TRIANGLE II, LLC, a California limited liability company ("**Developer**"), and the CITY OF EMERYVILLE, a municipal corporation ("**City**").

RECITALS

A. The Emeryville Redevelopment Agency, a public body corporate and politic ("**Agency**"), Developer and EmeryStation Triangle, LLC, a California limited liability company ("**ES Triangle I**"), have entered into that certain Owner Participation Agreement dated as of _____, 2009, and recorded in the Recorder's Office of Alameda County on _____, 2009, as Instrument No. _____ ("**OPA**"), which provides, among other things, for the redevelopment of certain real property situated in the City of Emeryville, California (the "**Site**") shown on the site map attached hereto as Exhibit A with mixed lab, retail, office, office/service and research and development uses, together with improved public open space uses. Developer owns a portion of the Site designated as Parcel B in the OPA and as shown on Exhibit A, which portion of the Site is more particularly described in the legal description attached hereto as Exhibit B ("**Parcel B**"). Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the OPA.

B. As provided in the OPA, the parties have entered into or hereafter will enter into a Public Improvements Agreement providing, among other things, for Developer to construct certain utility undergrounding project improvements consisting of undergrounding all existing in-air, on pole utilities along the east side of Hollis Street adjacent to Parcel B up to the two northernmost existing utility poles on Hollis Street south of the Hollis Street/59th Street intersection ("**Undergrounding Project Improvements**"), and upon completion thereof to dedicate the Undergrounding Project Improvements to the City.

C. The City desires to work with Developer and other area property owners potentially to form a utility undergrounding assessment district ("**North Hollis Undergrounding**

District") to finance certain utility undergrounding work in and around North Hollis Street. The Undergrounding Project Improvements comprise a portion of the utility undergrounding work that is proposed to be included within and covered by the North Hollis Undergrounding District. If the North Hollis Undergrounding District is formed, Developer would be entitled to reimbursement from proceeds of bonds anticipated to be issued by the North Hollis Undergrounding District for the eligible portion of the City-approved cost of the Undergrounding Project Improvements as determined by City.

D. City and Developer desire to enter into an agreement to provide for the potential reimbursement, via assessments, to Developer for the eligible portion of the costs of the Undergrounding Project Improvements.

AGREEMENT

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. Construction of Undergrounding Project Improvements. Developer shall complete the Undergrounding Project Improvements as provided in the Scope of Development, the Project Approvals, and the Public Improvements Agreement. Developer acknowledges that as a condition of any reimbursement, Developer may be required to competitively bid the construction of the Undergrounding Project Improvements to at least three (3) contractors; and such construction work shall be subject to the prevailing wage requirements specified in the OPA.

2. Potential Future Reimbursement. Subject to the terms and conditions of this Section 2, following completion of the construction of said Undergrounding Project Improvements, or portion thereof, acceptance by City or PG&E, as applicable, and receipt and approval by City of copies of all invoices for the design, construction, and related costs of the work of the Undergrounding Project Improvements, City shall use good faith efforts to cause Developer to be reimbursed for the actual out-of-pocket costs paid to unaffiliated third parties for design and construction of said Undergrounding Project Improvements, or portion thereof, as set forth below; provided, however, that the terms of clause (ii) of the last paragraph of Section 502.2 of the OPA shall apply if and to the extent that any Agency Funding (as defined in the OPA) is applied to the reimbursement to Developer of any costs of Undergrounding Project Improvements. Reimbursement by City to Developer shall be made only from the contemplated future North Hollis Undergrounding District, and no reimbursement shall be made unless and until the North Hollis Undergrounding District is formed, assessment bonds are issued, and sufficient proceeds of such bonds are available. Developer acknowledges and agrees that City cannot and does not guarantee the successful establishment of the North Hollis Undergrounding District or issuance of such assessment bonds; and (except as otherwise provided in the last paragraph of Section 502.2 of the OPA) neither City nor Agency shall be responsible for reimbursing Developer for any portion of the cost of the Undergrounding Project Improvements should the North Hollis Undergrounding District not be formed or fail to raise sufficient funds. It is expressly acknowledged, understood and agreed by the parties that City reserves full and complete discretion with respect to legally required findings that must be made in connection with formation of the proposed North Hollis Undergrounding District, and nothing in this

Agreement is intended to or shall prejudge or commit City regarding the findings and determinations to be made with respect thereto.

3. Cost of Undergrounding Project Improvements. Except as expressly provided in this Agreement (and as otherwise provided in the last paragraph of Section 502.2 of the OPA), neither City nor Agency shall be responsible for any of the costs of Undergrounding Project Improvements or for the performance or non-performance of the work of construction of the Undergrounding Project Improvements.

4. Waiver and Release. Developer hereby waives, releases and discharges forever City and Agency and its and their officers, agents, and employees from and against any and all claims arising from failure to form the North Hollis Undergrounding District or to issue assessment bonds in amounts sufficient to finance the Undergrounding Project and further covenants not to sue the City, Agency, or their officers, agents, or employees for any claims related to failure to form the North Hollis Undergrounding District or to issue assessment bonds in amounts sufficient to finance the Undergrounding Project Improvements.

5. Assignment. This Agreement may be assigned by Developer with the prior approval of City not to be unreasonably withheld, conditioned or delayed. City shall consider and approve or disapprove such assignment requests in the same manner as set forth in Section 103 of the OPA with respect to Agency approval of assignments under the OPA, and an assignment of this Agreement in connection with a Pre-Approved Transfer specified in Section 103 of the OPA shall not require City's prior approval.

6. Governing Law. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California.

7. Notices. All notices shall be in writing and delivered in person or sent by registered mail, postage prepaid to the following addresses:

City: Maurice Kaufman, City Engineer
City of Emeryville
1333 Park Avenue
Emeryville, California 94608

with a copy to: Michael G. Biddle, City Attorney
City of Emeryville
1333 Park Avenue
Emeryville, California 94608

Developer: Richard K. Robbins
EmeryStation Triangle II, LLC
1120 Nye Street, Suite 400
San Rafael, California 94901

with a copy to: David H. Kremer
Shartsis Friese LLP
One Maritime Plaza, 18th Floor
San Francisco, California 94111

Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given.

8. Authority. The parties represent that the individuals executing this Agreement have the authority to do so.

9. Counterparts. This Agreement may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

10. Interpretation. This Agreement is the product of negotiations between the parties, and it shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared the same. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

[Signatures on next page]

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

Dated:_____, 2009
"Date of Agreement"

CITY:

CITY OF EMERYVILLE, a municipal corporation

By:_____
Patrick O'Keeffe, City Manager
[notary acknowledgment required]

ATTEST:

_____
Karen Hemphill, City Clerk

APPROVED AS TO FORM:

_____
Michael G. Biddle, City Attorney

– AND –

Dated:_____, 2009

DEVELOPER:

ES TRIANGLE II:

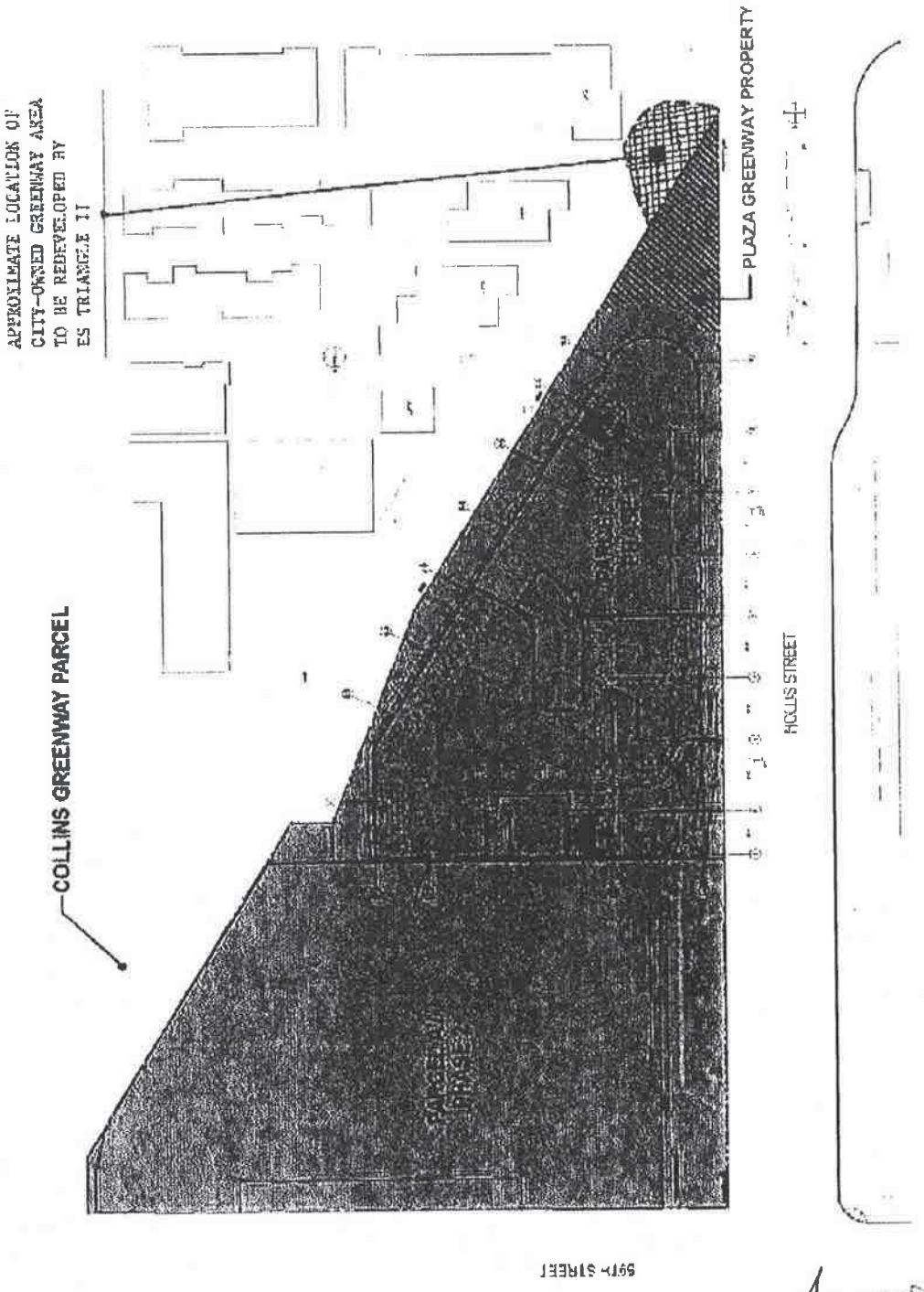
EMERYSTATION TRIANGLE II, LLC,
a California limited liability company

By: PELICAN WAY LLC, a California limited liability company
Its: Sole Member

By:_____
Richard K. Robbins
Managing Member
[notary acknowledgment required]

EXHIBIT A

SITE MAP



Attachment No. 8
Agreement for Potential Reimbursement of Undergrounding Project Costs
Exhibit A

1075418v8B 80006/0079

As referenced in Legal Description see Exhibit B

EXHIBIT B

LEGAL DESCRIPTION

PARCEL B

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EMERYVILLE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Lots 10 and 11, Block 18, L. M. Beaudry and G. Peladeau, being Plot No. 41 on J. Kellersberger's Map, filed November 6, 1876, in Book 6, Page 14 of Maps, Alameda County Records.

Parcel Two:

Lot 14, Block 18, L. M. Beaudry and G. Peladeau, being Plot No. 41 and J. Kellersberger's Map, filed November 6, 1876, in Book 6, Page 14 of Maps, Alameda County Records.

Parcel Three:

Portions of Lots 15, 18, 19 and 22, Block 18, L. M. Beaudry and G. Peladeau, being Plot No. 41 on J. Kellersberger's Map, filed November 6, 1876, in Book 6, Page 14, of Maps, Alameda County Records, described as follows:

Beginning at a point on the eastern line of Green Street, formerly 6th Street, distant thereon north 14° 30' west 85 feet from the northern line of Powell Street, as said Streets are shown on said Map and running thence along said line of Green Street, north 14° 30' west, 165 feet to the northern line of said Lot 15; thence along the last named line, north 75° 40' east, 100 feet to the most northern corner of said Lot 15; thence south 6° 51' 06" west, 106.89 feet to the southern line of said Lot 18; thence south 15° 11' 15" west, 75.09 feet; thence south 75° 40' west, 23.89 feet to the point of beginning.

Parcel Four:

Beginning at a point in the easterly line of Green Street, formerly Sixth Street, distant thereon north 14° 30' west, 43.03 feet from the northerly line of Powell Street, as shown on the Map herein referred to; thence north 14° 30' west, along said line of Green Street, 41.97 feet; thence north 75° 40' east, 23.89 feet; thence south 15° 11' 15" west, 48.24 feet to the point of beginning.

Being a portion of Lots 22 and 23, in Block 18, L. M. Beaudry and G. Peladeau being Plot No. 41 on J. Kellersberger's Map, filed November 6, 1876, in Book 6, Page 14 of Maps, Alameda County Records.

Parcel Five:

Beginning at a point in the eastern line of Green Street, formerly 6th Street, distant thereon north 14° 30' west, 43.03 feet from the northerly line of Powell street, as shown on the Map herein referred to; thence north 15° 11' 15" east, a distance of 123.33 feet to a point in the northerly line of Lot 19 in Block 18, as said Lot and Block are shown on the Map herein referred to; thence north 6° 51' 06" east, a distance of 106.89 feet to a point in the northeasterly corner of Lot 15; thence north 14° 30' west, along the easterly line of Lot 14, a distance of 3.19 feet, more or less, to a point distant 37.00

feet northwesterly, measured at right angles, from the center line between double tracks of the Southern Pacific Railroad Company's former electric line, known as the Ninth Street Berkeley Line; thence north 15° 11' 15" east, parallel to said center line, a distance of 168.89 feet to a point in the northerly line of Lot 9; thence south 4° 56' 02" west, 112.82 feet to a point in a line that is parallel with and distant 17.00 feet northeasterly, measured at right angles, from said center line between double tracks of the Southern Pacific Railroad Company's former electric line known as the Ninth Street Berkeley Line; thence south 15° 11' 15" west, along said last mentioned parallel line, a distance of 295.00 feet to a point in the easterly line of Green Street, formerly 6th Street; thence north 14° 30' west, along said easterly line of Green Street, 6.06 feet to the point of beginning.

Being portions of Lots 9, 12, 13, 15, 16, 18, 19, 22 and 23, Block 18, L. M. Beaudry and G. Peladeau, being Plot No. 41 on J. Kellersberger's Map, filed November 6, 1876, in Book 6, Page 14, of Maps, Alameda County Records.

Parcel Six:

Beginning at the southwesterly corner of Lot 9 in Block 18, as said Lot and Block are shown on the Map of the Property of L. M. Beaudry and G. Peladeau, being Plot No. 41 of J. Kellersberger's Map, filed November 6, 1876, in the Office of the County Recorder of said Alameda County; thence north 75° 40' east, along the southerly line of said Lot 9, a distance of 55.19 feet to a point on a line that is parallel with and 37.00 feet northwesterly, at right angles from the center line between double tracks of the Southern Pacific Railroad Company's former electric line known as the Ninth Street Berkeley Line; thence along said parallel line, south 15° 11' 15" west, 111.43 feet to a point in a line that is 100 feet easterly, at right angles, from the easterly line of Green Street, formerly 6th Street; being the westerly line of Lot 13 in said Block 18; thence north 14° 30' west, along the last mentioned parallel line, a distance of 96.96 feet, more or less, to the point of beginning.

Being a portion of Lots 12 and 13, in said Block 18.

Parcel Seven:

A portion of Lots 7, 8, and 9 in Block 18, L. M. Beaudry and G. Peladeau, being Plot No. 41 on the J. Kellersberger's Map filed November 6, 1876, Book 6, Page 14, Alameda County Records, described as follows:

Beginning at a point on the eastern line of Hollis Street, formerly known as Green Street, also formerly known as Sixth Street, distant thereon south 14° 30' east, 180.00 feet from the point of intersection thereof with the southern line of 59th Street, formerly Folsom Street, as said Streets are shown on said Map; running thence along the said line of Hollis Street, south 14° 30' east, 20.00 feet to the southern line of said Lot 7; thence along the last named line, north 75° 40' east. 100.00 feet to the western line of said Lot 9; thence along the last named line, south 14° 30' east, 50.00 feet to the southern line of said Lot 9; thence along the last named line, north 75° 40' east, 55.19 feet; thence north 15° 11' 15" east, 57.46 feet to the northern line of said Lot 9; thence north 14° 30' west, 20.00 feet; thence south 75° 40' west, 183.65 feet to the point of beginning.

APN: 049-1328-003-02

ATTACHMENT NO. 9

PLAZA GREENWAY MAINTENANCE AGREEMENT

Recording Requested by and After Recordation Mail To:

City Attorney
City of Emeryville
1333 Park Avenue
Emeryville, CA 94608

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383

PLAZA GREENWAY MAINTENANCE AGREEMENT

This PLAZA GREENWAY MAINTENANCE AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 200__, by and between EMERYSTATION TRIANGLE II, LLC, a California limited liability company ("**Developer**"), and the CITY OF EMERYVILLE, a municipal corporation ("**City**").

RECITALS

A. The Emeryville Redevelopment Agency ("**Agency**"), Developer, and EmeryStation Triangle, LLC, a California limited liability company, have entered into an Owner Participation Agreement dated as of _____, 2009, and recorded in the Recorder's Office of Alameda County on _____, 2009, as Instrument No. _____ (the "**OPA**"), providing, among other things, for the redevelopment of certain real property situated in the City of Emeryville, California (the "**Site**") shown on the site map attached hereto as Exhibit A with mixed lab, retail, office, office/service and research and development uses, together with improved public open space uses. Developer owns a portion of the Site designated as Parcel B in the OPA and as shown on Exhibit A, which portion of the Site is more particularly described in the legal description attached hereto as Exhibit B ("**Parcel B**"). Capitalized terms used herein and not defined shall have the meaning given to such terms in the OPA.

B. As provided in the OPA, and subject to the terms, conditions and limitations thereof, Developer has agreed (i) to construct certain public improvements necessary to extend the Emeryville Greenway across a portion of the Site, as further described in the Scope of Development, the Project Approvals and that certain Public Improvements Agreement dated _____, 20__, between Developer and City ("**Greenway Improvements**"), (ii) upon completion to dedicate the Greenway Improvements to City, and (iii) to maintain at its expense the Greenway Improvements located on the Plaza Greenway Property as identified on Exhibit A ("**Plaza Greenway Improvements**").

C. City and Developer desire to enter into this Agreement to set forth Developer's obligations with respect to the maintenance of the Plaza Greenway Improvements.

AGREEMENT

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. Purpose. The purpose of this Agreement is to assure Developer's and its successors' and assigns' maintenance and care of the Plaza Greenway Improvements for so long as such Plaza Greenway Improvements and any replacements of the same remain in existence and in place on the Plaza Greenway Property.

2. Maintenance Obligations. Developer and its successors and assigns, at its and their expense, shall diligently maintain, repair and replace, and care for the Plaza Greenway Improvements and any replacements of the same in conformance with this Agreement and in accordance with the custom and practice generally applicable to City greenways and other public open spaces in the City. The following standards (collectively, "Maintenance Standards") shall be complied with by Developer and its maintenance staff, contractors, and/or subcontractors:

(a) Landscape Maintenance: Landscape maintenance shall include: watering/irrigation; fertilization; mowing; edging; trimming of grass; tree and shrub pruning; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance, safe road and path conditions and visibility, and irrigation coverage; replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees. Developer, at its expense, shall arrange for separate water service for landscape maintenance pursuant to this Agreement.

(b) Clean-Up Maintenance: Clean-up maintenance shall include: maintenance of all sidewalks, paths, and other paved areas, play equipment, benches, picnic tables and other improvements, in clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, waste, debris or other matter which is unsafe of unsightly; the removal of graffiti or other forms of vandalism; removal of all trash, litter, and other debris from improvements and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

(c) Hardscape and Improvements Maintenance: Hardscape and improvements maintenance shall include: the upkeep, repair and replacement of all exterior lighting fixtures, bulbs, ballasts and wiring; playground equipment; benches; picnic tables; utilities systems; concrete work; street and path paving; and all other improvements comprising the Plaza Greenway Improvements and any replacements thereof.

All maintenance work shall conform to all applicable federal and state Occupation Safety and Health Act standards and regulations for the performance of maintenance. Any and all chemicals, unhealthful substances, and pesticides used in and during maintenance shall be applied in strict accordance with all governmental requirements. Precautionary measures shall be employed recognizing that all areas are open to public access.

City grants to Developer, and Developer's employees, agents and contractors, the right to enter upon the Plaza Greenway Property, or any portion thereof that is owned by City, at any time and from time to time as may be necessary to permit Developer to perform its obligations under this Agreement.

3. Developer Default; City May Maintain Improvements. If Developer does not maintain the Plaza Greenway Improvements in accordance with the Maintenance Standards, City, at Developer's expense, shall have the right to maintain such Plaza Greenway Improvements, or to contract for the correction of such deficiencies, after written notice to Developer. However, prior to taking any such action, City shall notify Developer in writing if the condition of said Plaza Greenway Improvements does not conform to the Maintenance Standards and to specify in detail the deficiencies and the actions required to be taken by Developer to cure the deficiencies. Upon notification of any maintenance deficiency, Developer shall have thirty (30) days within which to correct, remedy or cure the deficiency. If the written notification states that the problem is urgent and relates to the public health and safety, then Developer shall have a reasonable time not to exceed three (3) business days to rectify the problem.

If Developer fails to cure any such deficiencies following written notice and an opportunity to cure as provided for above, or should an emergency require immediate action, City, at its option, may make the necessary repairs, replacements or other work, and Developer shall reimburse City such costs, plus a 15% administrative fee. In addition to the foregoing remedy, City may also pursue any and all other remedies available in law or equity in the event of Developer's breach of the maintenance obligations set forth herein, and, in the event legal action by the City is necessary, Developer will pay the City a reasonable sum as attorney's fees and court costs, together with interest from the date City provided notice under this paragraph 3, as determined by the court.

4. No Liability of City or Agency. Neither City nor Agency shall be responsible for any of the costs of maintaining, repairing or replacing the Plaza Greenway Improvements. In addition, neither the City nor the Agency nor any of their officers, agents, volunteers, or employees shall be liable to Developer, or its contractors, subcontractors, officers, agents, or employees, for any error or omission, injury or damage that may result to any person or property, or any obligation whatsoever, arising out of or in connection with any work to be performed by Developer hereunder or by failure to perform under this Agreement.

5. Indemnification. Developer shall indemnify, defend (with counsel reasonably acceptable to Agency and City) and hold harmless City and Agency and its and their officers and employees from and against any and all third party suits or actions at law or in equity, claims, liabilities, obligations, losses, damages, costs and expenses (including attorneys fees), including, but not limited to, bodily injury, sickness, disease or death of any person or damage to real or personal property, tangible or intangible (collectively "**Claims**") arising directly or indirectly from the acts, omissions, negligence or willful misconduct of Developer or its contractors, subcontractors, agents or employees under this Agreement. Developer's indemnity obligations under this Section 5 shall not extend to Claims to the extent occasioned by the active negligence or willful misconduct of Agency or City or its or their officers or employees. Notwithstanding the foregoing sentence, Developer shall be required to defend Agency and City and its and their

officers and employees against any and all Claims, regardless of the extent to which (or if at all) Agency or City or its or their officers or employees have contributed or are alleged or found to have caused or contributed to such Claims. Developer's indemnity obligations shall apply regardless of whether any City or Agency insurance policies, self-insurance or joint self-insurance has been determined to be applicable to such Claims and regardless of whether or not City or Agency has prepared, supplied or approved of plans and specifications for maintenance, repair or replacement of the Plaza Greenway Improvements. This indemnification provision shall survive expiration or termination of this Agreement.

6. Insurance. Developer shall continuously maintain and shall furnish to City evidence of commercial general liability, comprehensive automobile liability, and worker's compensation insurance meeting the following requirements:

Developer shall maintain or shall cause its maintenance contractors to maintain a commercial general liability policy in an amount not less than One Million Dollars ($1,000,000) combined single limit, including contractual liability, together with a comprehensive automobile liability policy in the amount of One Million Dollars ($1,000,000), combined single limit. Such policy or policies shall be written on an occurrence form, so long as such form of policy is then commonly available in the commercial insurance marketplace. Developer shall cause to be furnished to City evidence reasonably satisfactory to City that any contractor with whom such Developer has contracted with for the performance of work pursuant to this Agreement carries workers' compensation insurance as required by law. Companies writing the insurance required hereunder shall be approved to conduct business in the State of California. Developer's insurance shall be placed with insurers with a current A.M. Best's rating of no less than A-:VII. Developer shall furnish appropriate certificate(s) of insurance evidencing the insurance coverage required by such Developer hereunder, and the City, its officers, officials and employees (collectively, "**City Parties**"), the Agency, and its officers, officials and employees (collectively, "**Agency Parties**") shall be named as additional insured parties under the liability policies required hereunder. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify City and Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination (ten (10) days advance notice in the case of cancellation for nonpayment of premiums). Coverage provided hereunder by Developer shall be primary insurance and shall not be contributing with any insurance, self-insurance or joint self-insurance maintained by City or Agency, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of City and Agency to the extent that such waiver is commonly available with respect to such coverages. The initial required certificate shall be furnished by Developer to City prior to Developer's completion of the construction of the Plaza Greenway Improvements. The liability insurance requirements under this Agreement may be reviewed by City every five (5) years, for the purpose of increasing (in consultation with its insurance advisors) the minimum limits of such insurance from time to time to limits which shall be reasonable and customary for similar maintenance work in accordance with generally accepted insurance industry standards.

7. Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon Developer and its heirs, successors and assigns, and all other

persons acquiring all or a portion of Parcel B, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including California Civil Code Section 1468. Each covenant herein to act or refrain from acting is intended to burden Parcel B, runs with Parcel B and is binding upon Developer and its heirs, successors, and assigns. Upon conveyance of fee title to Parcel B by Developer or its successor owner, as applicable, the conveying party shall be released from all obligations under this Agreement accruing after the effective date of such conveyance.

8. Governing Law. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California.

9. Notices. All notices shall be in writing and delivered in person or sent by regular or express mail, postage prepaid to the following addresses:

City: City Engineer
City of Emeryville
1333 Park Avenue
Emeryville, California 94608

with a copy to: City Attorney
City of Emeryville
1333 Park Avenue
Emeryville, California 94608

Developer: Richard K. Robbins
EmeryStation Triangle II, LLC
1120 Nye Street, Suite 400
San Rafael, California 94901

with a copy to: David H. Kremer, Esq.
Shartsis Friese LLP
One Maritime Plaza, 18th Floor
San Francisco, California 94111

Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given.

10. Authority. The parties represent that the individuals executing this Agreement have the authority to do so.

11. Counterparts. is Agreement may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

12. Interpretation. This Agreement is the product of negotiations between the parties, and it shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared the same. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

13. Further Assurances; Amendments. City and Developer agree to mutually consider reasonable requests for amendments to this Agreement that may be made by either of them, or by lending institutions or bond counsel or financial consultants to City or Developer, provided such requests are consistent with this Agreement and would not materially alter the basic business terms hereof. No amendment hereto shall be effective unless in writing and signed by the parties hereto.

14. Attorneys Fees. In the event that any action is brought by either party hereto as against the other party hereto for the enforcement or declaration of any right or remedy in or under this Agreement or for the breach of any covenant or condition of this Agreement, the prevailing party shall be entitled to recover, and the other party agrees to pay, all fees and costs to be fixed by the court therein, including reasonable attorneys' fees.

15. Estoppel Certificate. If upon any sale or hypothecation of Parcel B by Developer, an estoppel certificate shall be required by the mortgagee or purchaser, City agrees to deliver, within thirty (30) days after written request therefor by Developer, a statement in recordable form addressed to any such proposed mortgagee or purchaser, as applicable, in a form reasonably acceptable to the mortgagee or purchaser (i) certifying that this Agreement is unmodified and is in full force and effect (if such be the case), (ii) certifying that Developer is not in default of any of its obligations hereunder (or providing detail regarding any such defaults), and (iii) containing such other information as may reasonably be requested by the party to whom such certificate is addressed. In the event that City fails to deliver such estoppel certificate within the 30-day period provided above, it shall be deemed that this Agreement is in full force and effect and that Developer is not in default of any of its obligations hereunder.

[*Remainder of page intentionally left blank*]

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

Dated:_____, 2009

CITY:

CITY OF EMERYVILLE, a municipal corporation

By:_____
Patrick O'Keeffe, City Manager

[notary acknowledgment required]

ATTEST:

_____
Karen Hemphill, City Clerk

APPROVED AS TO FORM:

_____
Michael G. Biddle, City Attorney

– AND –

Dated:_____, 2009

DEVELOPER:

ES TRIANGLE II:

EMERYSTATION TRIANGLE II, LLC, a California limited liability company

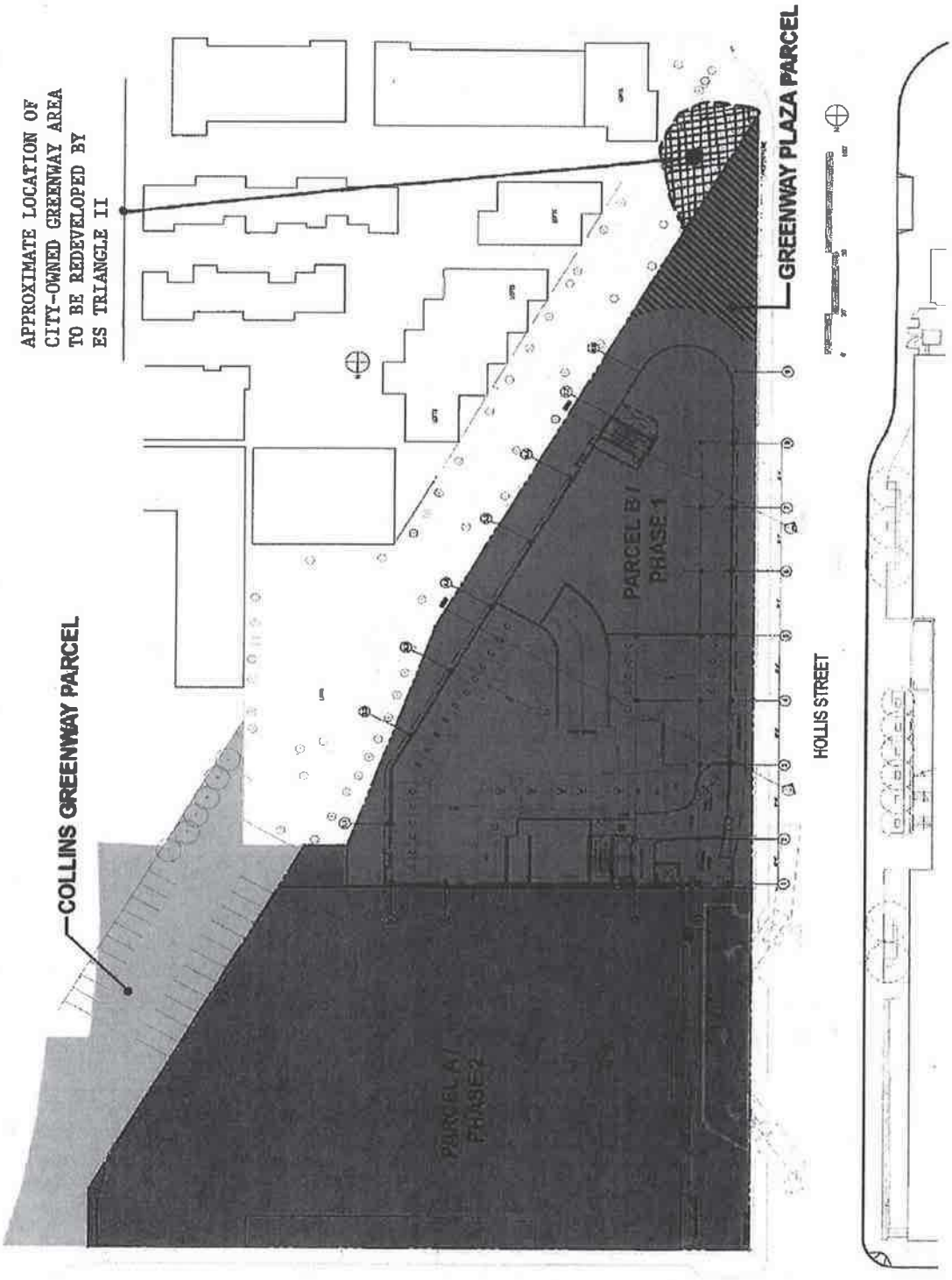
By: PELICAN WAY LLC, a California limited liability company
Its: Sole Member

By:_____
Richard K. Robbins
Managing Member

[notary acknowledgment required]

EXHIBIT A

SITE MAP



Attachment No. 9
Plaza Greenway Maintenance Agreement
Exhibit A

1075418v8A 80006/0079

As referenced in Legal Description see Exhibit B

EXHIBIT B

LEGAL DESCRIPTION

PARCEL B

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EMERYVILLE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Lots 10 and 11, Block 18, L. M. Beaudry and G. Peladeau, being Plot No. 41 on J. Kellersberger's Map, filed November 6, 1876, in Book 6, Page 14 of Maps, Alameda County Records.

Parcel Two:

Lot 14, Block 18, L. M. Beaudry and G. Peladeau, being Plot No. 41 and J. Kellersberger's Map, filed November 6, 1876, in Book 6, Page 14 of Maps, Alameda County Records.

Parcel Three:

Portions of Lots 15, 18, 19 and 22, Block 18, L. M. Beaudry and G. Peladeau, being Plot No. 41 on J. Kellersberger's Map, filed November 6, 1876, in Book 6, Page 14, of Maps, Alameda County Records, described as follows:

Beginning at a point on the eastern line of Green Street, formerly 6th Street, distant thereon north 14° 30' west 85 feet from the northern line of Powell Street, as said Streets are shown on said Map and running thence along said line of Green Street, north 14° 30' west, 165 feet to the northern line of said Lot 15; thence along the last named line, north 75° 40' east, 100 feet to the most northern corner of said Lot 15; thence south 6° 51' 06" west, 106.89 feet to the southern line of said Lot 18; thence south 15° 11' 15" west, 75.09 feet; thence south 75° 40' west, 23.89 feet to the point of beginning.

Parcel Four:

Beginning at a point in the easterly line of Green Street, formerly Sixth Street, distant thereon north 14° 30' west, 43.03 feet from the northerly line of Powell Street, as shown on the Map herein referred to; thence north 14° 30' west, along said line of Green Street, 41.97 feet; thence north 75° 40' east, 23.89 feet; thence south 15° 11' 15" west, 48.24 feet to the point of beginning.

Being a portion of Lots 22 and 23, in Block 18, L. M. Beaudry and G. Peladeau being Plot No. 41 on J. Kellersberger's Map, filed November 6, 1876, in Book 6, Page 14 of Maps, Alameda County Records.

Parcel Five:

Beginning at a point in the eastern line of Green Street, formerly 6th Street, distant thereon north 14° 30' west, 43.03 feet from the northerly line of Powell street, as shown on the Map herein referred to; thence north 15° 11' 15" east, a distance of 123.33 feet to a point in the northerly line of Lot 19 in Block 18, as said Lot and Block are shown on the Map herein referred to; thence north 6° 51' 06" east, a distance of 106.89 feet to a point in the northeasterly corner of Lot 15; thence north 14° 30' west, along the easterly line of Lot 14, a distance of 3.19 feet, more or less, to a point distant 37.00

feet northwesterly, measured at right angles, from the center line between double tracks of the Southern Pacific Railroad Company's former electric line, known as the Ninth Street Berkeley Line; thence north 15° 11' 15" east, parallel to said center line, a distance of 168.89 feet to a point in the northerly line of Lot 9; thence south 4° 56' 02" west, 112.82 feet to a point in a line that is parallel with and distant 17.00 feet northeasterly, measured at right angles, from said center line between double tracks of the Southern Pacific Railroad Company's former electric line known as the Ninth Street Berkeley Line; thence south 15° 11' 15" west, along said last mentioned parallel line, a distance of 295.00 feet to a point in the easterly line of Green Street, formerly 6th Street; thence north 14° 30' west, along said easterly line of Green Street, 6.06 feet to the point of beginning.

Being portions of Lots 9, 12, 13, 15, 16, 18, 19, 22 and 23, Block 18, L. M. Beaudry and G. Peladeau, being Plot No. 41 on J. Kellersberger's Map, filed November 6, 1876, in Book 6, Page 14, of Maps, Alameda County Records.

Parcel Six:

Beginning at the southwesterly corner of Lot 9 in Block 18, as said Lot and Block are shown on the Map of the Property of L. M. Beaudry and G. Peladeau, being Plot No. 41 of J. Kellersberger's Map, filed November 6, 1876, in the Office of the County Recorder of said Alameda County; thence north 75° 40' east, along the southerly line of said Lot 9, a distance of 55.19 feet to a point on a line that is parallel with and 37.00 feet northwesterly, at right angles from the center line between double tracks of the Southern Pacific Railroad Company's former electric line known as the Ninth Street Berkeley Line; thence along said parallel line, south 15° 11' 15" west, 111.43 feet to a point in a line that is 100 feet easterly, at right angles, from the easterly line of Green Street, formerly 6th Street; being the westerly line of Lot 13 in said Block 18; thence north 14° 30' west, along the last mentioned parallel line, a distance of 96.96 feet, more or less, to the point of beginning.

Being a portion of Lots 12 and 13, in said Block 18.

Parcel Seven:

A portion of Lots 7, 8, and 9 in Block 18, L. M. Beaudry and G. Peladeau, being Plot No. 41 on the J. Kellersberger's Map filed November 6, 1876, Book 6, Page 14, Alameda County Records, described as follows:

Beginning at a point on the eastern line of Hollis Street, formerly known as Green Street, also formerly known as Sixth Street, distant thereon south 14° 30' east, 180.00 feet from the point of intersection thereof with the southern line of 59th Street, formerly Folsom Street, as said Streets are shown on said Map; running thence along the said line of Hollis Street, south 14° 30' east, 20.00 feet to the southern line of said Lot 7; thence along the last named line, north 75° 40' east. 100.00 feet to the western line of said Lot 9; thence along the last named line, south 14° 30' east, 50.00 feet to the southern line of said Lot 9; thence along the last named line, north 75° 40' east, 55.19 feet; thence north 15° 11' 15" east, 57.46 feet to the northern line of said Lot 9; thence north 14° 30' west, 20.00 feet; thence south 75° 40' west, 183.65 feet to the point of beginning.

APN: 049-1328-003-02

EXHIBIT C

PLAZA GREENWAY IMPROVEMENTS

[To be inserted]

RIGHT OF ENTRY PERMIT

ISSUED TO: Emerystation Triangle LLC,
a California limited liability company ("ES Triangle") and
Emerystation Triangle II LLC,
a California limited liability company ("ES Triangle II")
1120 Nye Street, Suite 400
San Rafael, CA 94901
Attn: Richard K. Robbins
Facsimile: (415) 459-4605

PERMISSION IS GRANTED to ES Triangle and ES Triangle II and their agents, representatives, officers, officials, employees, contractors, and subcontractors to enter upon the property, as hereinafter defined, of City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency ("Owner"), subject to the conditions set forth in this Right of Entry Permit:

1. Property. This Right of Entry Permit is limited to a portion of certain real property located to the south of the intersection of 59th Street and Doyle Street, Emeryville, California, and more particularly described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein by this reference ("Property").

2. Purpose. This nonexclusive and temporary Right of Entry Permit is limited to the following purposes:

   ES Triangle II shall have the right of ingress and egress across the Property of Owner for the sole purpose of constructing the Collins Greenway Improvements as described in that certain Emerystation Greenway Owner Participation Agreement dated June 1, 2009 by and between ES Triangle, ES Triangle II and Owner ("OPA").

   ES Triangle shall have the right of ingress and egress across the Property of Owner for the sole purpose of inspecting and repairing, if necessary, the foundation system of the adjacent building owned by ES Triangle.

   No work undertaken by ES Triangle or ES Triangle II shall be permitted on the weekend without the prior approval of the City of Emeryville.

   Owner agrees to allow ES Triangle and ES Triangle II to use the Property in the manner described above subject to the following conditions:

   a. ES Triangle and ES Triangle II shall notify Owner via email no later than twenty-four (24) hours prior to entry onto the Property by either party. ES Triangle and ES Triangle II shall notify the Public Works Director, Maurice Kaufman at mkaufman@emeryville.org, and Michael Biddle, City Attorney at mbiddle@emeryville.org.

b. ES Triangle and ES Triangle II shall commence any and all work or activities on or use of the Property at its sole cost and expense and Owner shall not incur any cost or expense.

c. Any and all Mechanic's Liens filed on account of the work performed by ES Triangle and ES Triangle II on the Property pursuant to this Right of Entry Permit shall be promptly cured by ES Triangle's or ES Triangle II's payment thereof and the recording of applicable Release of Mechanic's Liens, or ES Triangle and ES Triangle II shall post a statutory mechanic's lien release bond in lieu thereof within seven (7) days after the filing of each such Mechanic's Lien.

3. Term. In accordance with the OPA, ES Triangle II shall commence construction of the Collins Greenway Improvements within one hundred twenty (120) days of the date of this Right of Entry Permit and complete the construction of the aforementioned improvements within one hundred eighty (180) days of commencement.

ES Triangle shall complete the inspection and repair of the foundation system of their building within sixty (60) days of the date of the Right of Entry Permit. Prior to the expiration of the term, ES Triangle shall restore the Property to its condition prior to ES Triangle's entry and repair any damage to the Property caused by their use of the Property. Notwithstanding the foregoing, this Right of Entry Permit granted to ES Triangle may be terminated by Owner upon providing twenty-four (24) hours prior written notice to ES Triangle.

4. Assumption of Risk and Releases. Each person entering upon the Property under this Right of Entry Permit shall do so at its own risk. On behalf of itself and its agents, representatives, assigns, heirs, spouses, successors-in-interest, executors, administrators, employees, contractors and sub-contractors ("Releasors"), ES Triangle and ES Triangle II assume all risk of entering the Property and agrees that the Owner, and its officers, agents, employees and volunteers are released and shall not be liable in any manner for injury to or death of Releasors or their respective officers, employees or agents or for damage to property of Releasors arising from any cause. This release applies to all potential future claims and ES Triangle and ES Triangle II on behalf of itself and the Releasors agrees to waive any and all rights pursuant to Section 1542 of the California Civil Code, which reads as follows:

> "A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

5. Indemnification. ES Triangle and ES Triangle II agree on behalf of itself and its Releasors that the Owner shall not be liable for any bodily injury, sickness, disease or death of any person or damages to any property or any person

pursuant to this Right of Entry Permit and that ES Triangle and ES Triangle II shall be responsible for any liability, cost, expenses or claim associated with injuries to or death of any person or damage to property related directly or indirectly to any act or failure to act arising from the activities under this Right of Entry Permit. ES Triangle and ES Triangle II agree on behalf of itself and its Releasors to indemnify, defend and hold harmless the Owner, its officers, agents, volunteers and employees (collectively, the Indemnitees), from any and all actions, claims and liability for any loss or damage, including, but not limited to, bodily injury, sickness, disease or death of any person or damage to any property, tangible or intangible, resulting from the execution of this Entry Permit or the entry upon the Property, and from all costs and expenses, including reasonable attorneys' fees, arising there from, except for any claim arising from the sole negligence or willful misconduct of Owner. This indemnification shall survive termination of this Right of Entry Permit.

6. Liability Insurance. ES Triangle and ES Triangle II shall at all times during the term of this Right of Entry Permit maintain the following insurance coverage in connection with the performance of the work and use of the Property by ES Triangle and ES Triangle II, their agents, representatives, employees, contractors or subcontractors.

a. Insurance: For the duration of the term, ES Triangle and ES Triangle II shall procure and maintain with an insurance company acceptable to Owner, the following types of insurance (and limits) written on an occurrence basis:

COVERAGE	LIMITS
Worker's Compensation	Statutory
Employer's Liability	$1,000,000 each occurrence
General Liability (bodily injury & property damage)	$2,000,000 combined single limit for each occurrence, $5,000,000 umbrella
Automobile Liability (bodily injury & property damage)	$2,000,000 combined single limit for each occurrence, $5,000,000 umbrella

b. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, for self-insured retentions exceeding $50,000 the insurer

shall (i) reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or, (ii) ES Triangle and ES Triangle II shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

c. Other Insurance Provision: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provision:

i. The Owner and its officers, officials, employees, consultants, agents and volunteers, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of ES Triangle and ES Triangle II under this Right of Entry Permit; products and completed operations of the ES Triangle and ES Triangle II; premises owned, occupied or used by ES Triangle and ES Triangle II; or automobiles owned, leased, hired or borrowed by ES Triangle and ES Triangle II. The coverage shall contain no special limitations on the scope of protection afforded to the Owner and its officers, officials, employees, consultants, agents and volunteers.

ii. For any claims related to this Right of Entry Permit, ES Triangle's and ES Triangle II's insurance coverage shall be primary insurance as respects the Owner and its officers, officials, employees, consultants, agents and volunteers. Any insurance or self-insurance maintained by the Owner and its officers, officials, employees, consultants, agents and volunteers shall be excess of ES Triangle's and ES Triangle II's insurance and shall not contribute with it.

iii. Any failure to comply with reporting or other provisions of the policies provided by ES Triangle and ES Triangle II, including breaches of warranties, shall not affect coverage provided to the Owner and its officers, officials, employees, consultants, agents and volunteers.

iv. The ES Triangle's and ES Triangle II's insurance shall apply separately to each insured against whom claim is made or suit is brought.

v. Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail has been given to Owner.

d. The Worker's Compensation and Employers Liability policies shall be endorsed to provide Waivers of Subrogation waiving all rights of subrogation against the Owner and its officers, officials, employees, consultants, agents and volunteers.

e. Acceptability of Insurers: Insurance is to be placed with insurers admitted

in California with a current A.M. Best's rating of no less than A:VII.

f. Verification of Coverage: ES Triangle and ES Triangle II shall furnish the Owner with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms utilized by ES Triangle's and ES Triangle II's insurer in its normal course of business and are to be received and approved by the City before work commences.

g. Subcontractors: ES Triangle and ES Triangle II shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7. Assignment. ES Triangle and ES Triangle II shall not assign or otherwise transfer any rights under this Right of Entry Permit and any purported assignment or transfer shall automatically revoke such Right of Entry Permit.

8. Compliance with Laws. ES Triangle and ES Triangle II shall obtain and maintain all permits and approvals required for the activities under this Right of Entry Permit and shall comply with all laws now in effect or that become effective during the term of this Right of Entry Permit.

9. No Dedication. Nothing contained in this Right of Entry Permit shall be deemed a gift or dedication of any portion of the Property to or for the general public or for any public purpose whatsoever. This Right of Entry Permit shall be strictly limited to and for the purposes expressed within.

10. Rights Limited. This Right of Entry Permit shall not be construed to grant any real property or other rights to ES Triangle and ES Triangle II in the Property.

11. Governing Law; Attorneys' Fees. This Right of Entry Permit shall be construed and enforced in accordance with and governed by the laws of the State of California. In the event that either party institutes any action, suit or other dispute resolution proceeding based on this Right of Entry Permit against the other party, the prevailing party is entitled to receive all costs and expenses, associated therewith including but not limited to reasonable attorneys' fees and courts costs.

12. Counterparts. This Right of Entry Permit may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

13. Authority to Contract. ES Triangle and ES Triangle II hereby represents and warrants to Owner that in accordance with its by-laws and all operative rules and procedures, it has duly authorized the undersigned officer of ES Triangle and ES

Triangle II to enter into and execute this Right of Entry Permit and to carry out, fulfill and perform all promises, conditions and obligations contained herein.

"ES Triangle":

Emerystation Triangle, LLC,
a California limited liability company

By: Emerystation Triangle Associates, LLC,
a California limited liability company
Its: Managing Member

By: _____ Date: 4/1/13
Richard K. Robbins
Managing Member

"ES Triangle II":

Emerystation Triangle II, LLC,
a California limited liability company

By: Pelican Way, LLC,
a California limited liability company
Its: Sole Member

By: _____ Date: 4/1/13
Richard K. Robbins
Managing Member

"Owner":

City of Emeryville, as Successor Agency
to the Emeryville Redevelopment Agency, a public entity

By: _____ Date: 4/2/13
Patrick O'Keeffe, City Manager

Approved as to form:

Michael G. Biddle, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

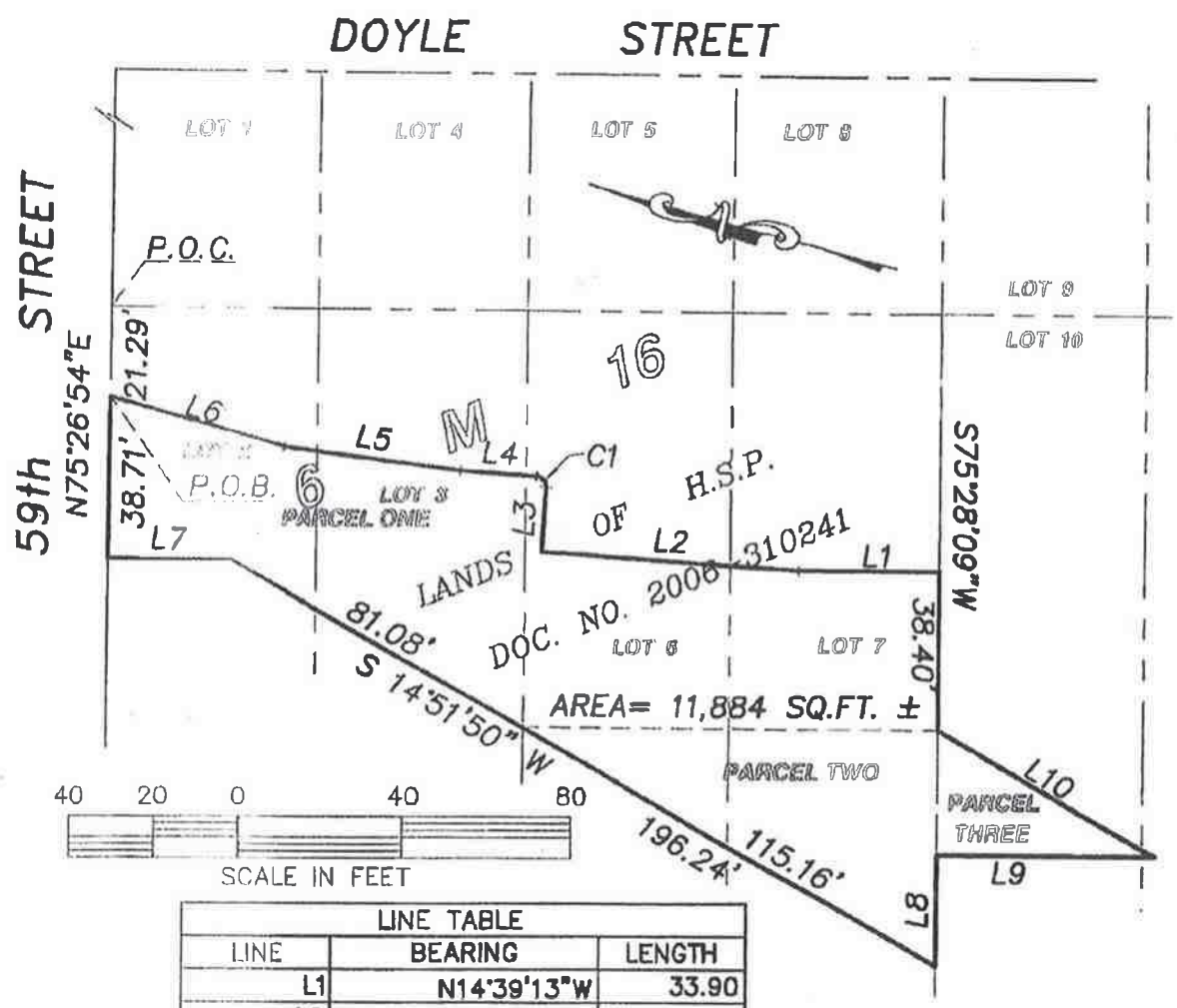
REAL PROPERTY SITUATED IN THE CITY OF EMERYVILLE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESIGNATED AS PARCEL ONE AND ALL OF THOSE CERTAIN PARCELS OF LAND DESIGNATED AS PARCELS TWO AND THREE AS SAID PARCELS ARE DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED TO H.S.P., A CALIFORNIA LIMITED PARTNERSHIP, RECORDED IN SAID COUNTY ON AUGUST 14, 2006, SERIES NO. 2006-310241, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL ONE (2006-310241), SAID POINT ALSO BEING ON THE SOUTHERN RIGHT OF WAY LINE OF 59TH STREET; THENCE ALONG THE BOUNDARY OF SAID PARCEL ONE BEING COMMON TO THE SOUTHERN RIGHT OF WAY LINE OF 59TH STREET SOUTH 75°26'54" WEST 21.29 FEET TO THE TRUE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID COMMONLINE SOUTH 75°26'54" WEST 38.71 FEET; THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG SAID BOUNDARY OF SAID PARCEL ONE (2006-310241) THE FOLLOWING TWO (2) COURSES: 1) SOUTH 14°41'51" EAST 29.14 FEET; AND 2) SOUTH 14°51'50" WEST 81.08 FEET TO A POINT ON THE BOUNDARY OF SAID PARCEL TWO (2006-310241); THENCE LEAVING SAID BOUNDARY OF SAID PARCEL ONE (2006-310241) AND CONTINUING ALONG THE BOUNDARY OF SAID PARCEL TWO (2006-310241) THE FOLLOWING TWO (2) COURSES: 1) SOUTH 14°51'50" WEST 115.16 FEET; AND 2) NORTH 75°28'09" EAST 26.82 FEET TO A POINT ON THE BOUNDARY OF SAID PARCEL THREE (2006-310241); THENCE LEAVING SAID BOUNDARY OF SAID PARCEL TWO (2006-310241) AND CONTINUING ALONG THE BOUNDARY OF SAID PARCEL THREE (2006-310241) THE FOLLOWING TWO (2) COURSES: 1) SOUTH 14°41'51" EAST 52.79 FEET; AND 2) NORTH 14°57'08" EAST 60.64 FEET TO A POINT ON THE BOUNDARY OF SAID PARCEL ONE (2006-310241); THENCE LEAVING SAID BOUNDARY OF SAID PARCEL THREE (2006-310241) AND CONTINUING ALONG THE BOUNDARY OF SAID PARCEL ONE (2006-310241) NORTH 75°28'09" EAST 38.40 FEET; THENCE LEAVING SAID BOUNDARY OF SAID PARCEL ONE (2006-310241) NORTH 14°39'13" WEST 33.90 FEET; THENCE NORTH 11°00'43" WEST 62.28 FEET; THENCE NORTH 78°59'17" EAST 15.50 FEET; THENCE ALONG THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2.50 FEET, THROUGH A CENTRAL ANGLE OF 90°04'08", AND AN ARC DISTANCE OF 3.93 FEET; THENCE NORTH 11°00'43" WEST 18.09 FEET; THENCE NORTH 07°24'30" WEST 43.08 FEET; THENCE NORTH 00°42'32" EAST 43.40 FEET RETURNING TO THE **POINT OF BEGINNING**.

CONTAINING 11,884 SQUARE FEET OF LAND, MORE OR LESS.

SEE EXHIBIT "B" TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.



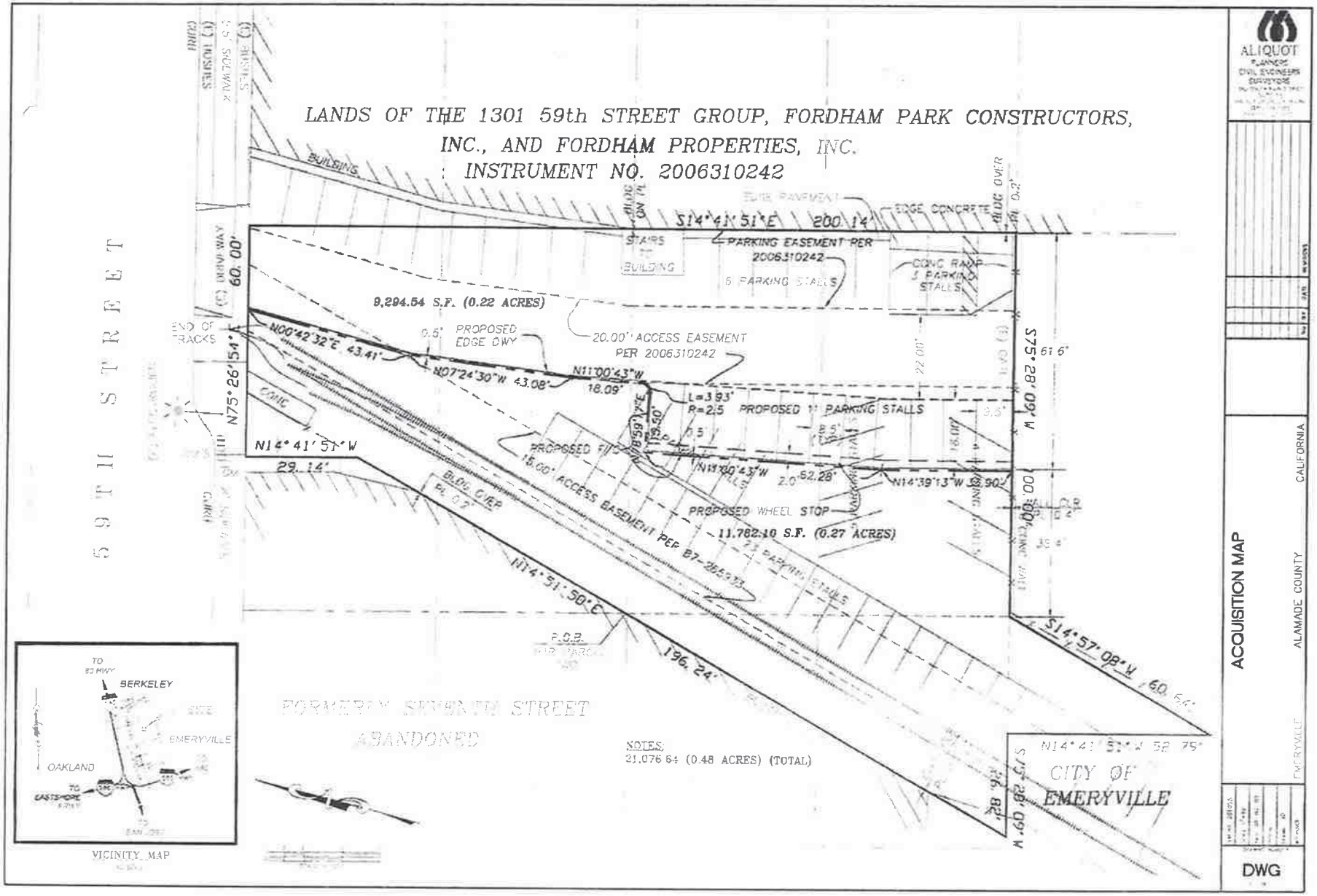
LINE TABLE		
LINE	BEARING	LENGTH
L1	N14°39'13"W	33.90
L2	N11°00'43"W	62.28
L3	N78°59'17"E	15.50
L4	N11°00'43"W	18.09
L5	N07°24'30"W	43.08
L6	N00°42'32"E	43.40
L7	S14°41'51"E	29.14
L8	N75°28'09"E	26.82
L9	S14°41'51"E	52.79
L10	N14°57'08"E	60.64

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	2.50	90°04'08"	3.93

CITY OF EMERYVILLE ALAMEDA COUNTY CALIFORNIA

ALIQUOT
PLANNERS
CIVIL ENGINEERS
SURVEYORS
1390 SOUTH MAIN STREET
SUITE 310
WALNUT CREEK, CA. 94596
(925) 476-2300
FAX (925) 476-2350

Subject EXHIBIT B
Job No. 201058.4 Scale 1"=40'
By NLJ Date 03-05-09 Chkd. AM
SHEET 1 OF 1


LANDS OF THE 1301 59th STREET GROUP, FORDHAM PARK CONSTRUCTORS, INC., AND FORDHAM PROPERTIES, INC.
INSTRUMENT NO. 2006310242
59TH STREET
S14°41'51"E 200.14'
PARKING EASEMENT PER 2006310242
9,294.54 S.F. (0.22 ACRES)
20.00' ACCESS EASEMENT PER 2006310242
PROPOSED EDGE DWY
N00°42'32"E 43.41'
N07°24'30"W 43.08'
N11°00'43"W 18.09'
L=3.93' R=2.5
PROPOSED 11 PARKING STALLS
N14°41'51"W 29.14'
PROPOSED WHEEL STOP
11,782.10 S.F. (0.27 ACRES)
N11°00'43"W 62.28'
N14°39'13"W 38.90'
N14°51'50"E 196.24'
S14°57'08"W 60.54'
S75°28'09"W 60.82'
N75°26'54"E 60.00'
FORMERLY SEVENTH STREET ABANDONED
CITY OF EMERYVILLE
P.O.B.
NOTES:
21,076.64 (0.48 ACRES) (TOTAL)
VICINITY MAP
SERKELEY
EMERYVILLE
OAKLAND
ALIQUOT
ACQUISITION MAP
ALAMEDA COUNTY
CALIFORNIA
DWG

ORIGINAL

LICENSE AGREEMENT BETWEEN THE EMERYVILLE REDEVELOPMENT AGENCY AND EMERYVILLE COMMUNITY ORGANIC GARDENS FOR 1042 48th STREET TO BE USED AS A COMMUNITY GARDEN

THIS LICENSE AGREEMENT ("Agreement")by and between the **Emeryville Redevelopment Agency,** a public body, corporate and politic, acting under California Redevelopment Law ("Agency") and the **Emeryville Community Organic Gardens**, a nonprofit corporation ("Licensee"), is entered into upon execution by Agency ("Effective Date").

RECITALS

WHEREAS, the Agency is the owner of certain real property located at 1042 48th Street in the City of Emeryville in the County of Alameda, California ("Property" or "Premises") for use as a community garden; and

WHEREAS, Agency desires to allow Licensee to use this Property for development and use as a community garden; and

WHEREAS, these are proper activities of the Agency under California Redevelopment Law in that the community garden will provide open space and an upgraded landscaped area as well as eliminating blight;

Now, therefore, the parties agree to the following terms and conditions:

1. **Premises**. Subject to the terms and conditions of this Agreement, Agency allows Licensee use of that certain property located at 1042 48th Street, Emeryville, California, known as Assessor's Parcel No. 049-1176-001, pursuant to the terms and conditions of this Agreement. The Property is more particularly depicted in **Exhibit "A"**.

2. **Use**. The Premises shall only be used as a community garden, pursuant to the following conditions.

a. Agency Improvements. Parties acknowledge and agree that prior to any Gardening Activities performed on the Premises, Agency will undertake certain infrastructure improvements to the Property, during which time Licensee shall not have access to the Property. Licensee shall not access the Property until Agency has issued written notification.

b. Plan for Garden. An approved plan of the Property ("Plan") is attached as **Exhibit "B."** Agency will provide the materials to construct the garden plots, planting areas, and site improvements (collectively, "Site Improvements"). Licensee shall provide the labor to construct the Site Improvements pursuant to the Plan at its sole cost and expense. Licensee shall construct the Site Improvements only after Agency has issued a Notice to Proceed. Parties acknowledge and agree the Site Improvements in the Plan may be constructed in phases depending on funding availability. The Site Improvements shall

FOR CITY USE ONLY			
Contract #:	10142-0000-ED06	CIP #:	
Reso. #:	RD47-10	EPW #:	

Agency's Fiscal Year will include performance measures and will be considered the Annual Report. The performance measures include the number of garden plots being utilized and actively planted, the number of school field trips or classes held at the Property, and the total number of visitors that year.

h. No Improvements Without Prior Agency Approval. There shall be no improvements or facilities placed on the Premises without prior Agency approval. There shall be no electrical wiring or other electrical facilities or generators placed on the Premises. All improvements or structures, including trellises, sheds, storage facilities, entry gates, planter boxes, or any other improvement or structure, even if nonpermanent, shall be approved by the Agency prior to placement. Prior to approval, Licensee shall thoroughly describe the improvement in the Quarterly Report. Any improvements or structures placed on the Premises without prior Agency authorization is subject to immediate removal by Agency at Licensee's cost and may result in termination of this Agreement.

i. Utilities. Licensee shall arrange and pay for all utilities to be used in connection with this License.

j. Program Requirements. Licensee shall abide by the following requirements in conducting the Emeryville Community Organic Gardens at the Premises:

i. Licensee shall give priority to participants who are residents of the Disadvantaged Community as defined by California State Parks and as indicated on the map presented as **Exhibit "D".**

ii. Licensee shall prepare and distribute flyers, meet with neighborhood groups and otherwise advertise the garden and how to become a participant.

iii. Licensee shall provide instructions to participants in gardening and the restrictions set forth in this License.

iv. Licensee, its members, invited guests and volunteers shall comply with all laws and regulations while on the Premises. No illegal activities shall be allowed to occur on the Premises, including the growing of any illegal plants or substances. No Hazardous Materials shall be brought on the Premises, as set forth in Section 7 of this License.

v. All members, volunteers, and or employees of Licensee participating in gardening activities on the Property shall have executed and submitted to Agency a Release, in the form of Exhibit C.

vi. Nondiscrimination. Licensee covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this License is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, or sexual orientation, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the

7. **Hazardous Materials.**

A. Hazardous Materials Defined. As used in this License Agreement, the term "Hazardous Materials" shall mean (i) any hazardous or toxic wastes, materials or substances, and any other pollutants or contaminants, which are or may become regulated by any applicable local, state or federal law, (collectively "Environmental Laws"); (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyls; and (v) radioactive materials.

B. Prohibition. No Hazardous Materials shall be used or stored on the Premises. Only commercially available soil shall be brought to the Property.

C. Release of Hazardous Materials: Notification and Cleanup. If at any time during the term of this Agreement, Licensee becomes aware of any release of any Hazardous Materials on the Premises, then Licensee shall, as soon as possible, notify Agency. Licensee agrees to investigate, clean up, and otherwise remediate any release of Hazardous Materials caused by Licensee, its members or invited guests or volunteers at Licensee's sole cost and expense after receiving Agency's written consent, which shall not be unreasonably withheld.

D. Pre-existing Hazardous Materials. Agency warrants that Licensee shall not be liable for any pre-existing Hazardous Materials conditions or Hazardous Materials condition or release caused by any entity other than Licensee, its members, invited guests or volunteers.

E. Indemnity. Licensee agrees to indemnify, defend and hold harmless the City of Emeryville, Agency and their officers, employees, volunteers and agents from and against any and all losses, claims, demands, actions, damages, (whether direct or consequential) penalties, liabilities, costs and expenses included all attorney's fees, consultant fees, and legal expenses arising out of any Hazardous Materials condition or release caused by Licensee, its members, invited guests or volunteers.

8. **Non-Waiver**. The waiver by Agency or Licensee of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such terms, covenants or conditions or any subsequent breach of same or any other term, covenant or condition herein contained. The acceptance of rent hereunder by the Agency shall not be a waiver of any preceding breach by Licensee of any term, covenant or condition of this Agreement.

9. **Surrender of Premises**. Upon expiration or earlier termination of this Agreement, Licensee shall surrender the Premises.

10. **Assignment.** This License may be assigned by Licensee upon receiving Agency's written authorization to do so, which may be denied for any reason. Licensee acknowledges that any attempt to assign this License without Agency's prior written authorization shall, at Agency's absolute discretion, automatically terminate this License.

12. **Taxes.** Licensee shall be responsible for any possessory interest tax that may be imposed by the County.

WITNESS THE EXECUTION HEREOF, effective as to the day and year executed by Agency as set forth below.

Agency: Emeryville Redevelopment Agency

By: _____
Patrick D. O'Keeffe, Executive Director

Date: 12/29/10

Licensee: Emeryville Community Organic Gardens

By: _____
Sam Foushee, President

Date: 11/28/10

APPROVED AS TO FORM:

_____
Michael Guina, Assistant Agency Counsel

Attachments:
Exhibit A: Legal Description
Exhibit B: Approved Plan
Exhibit C: Release
Exhibit D: Map of Disadvantaged Community

Property Description
1042 48th Street
Emeryville ,CA

APN 049-1176-001-01

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EMERYVILLE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

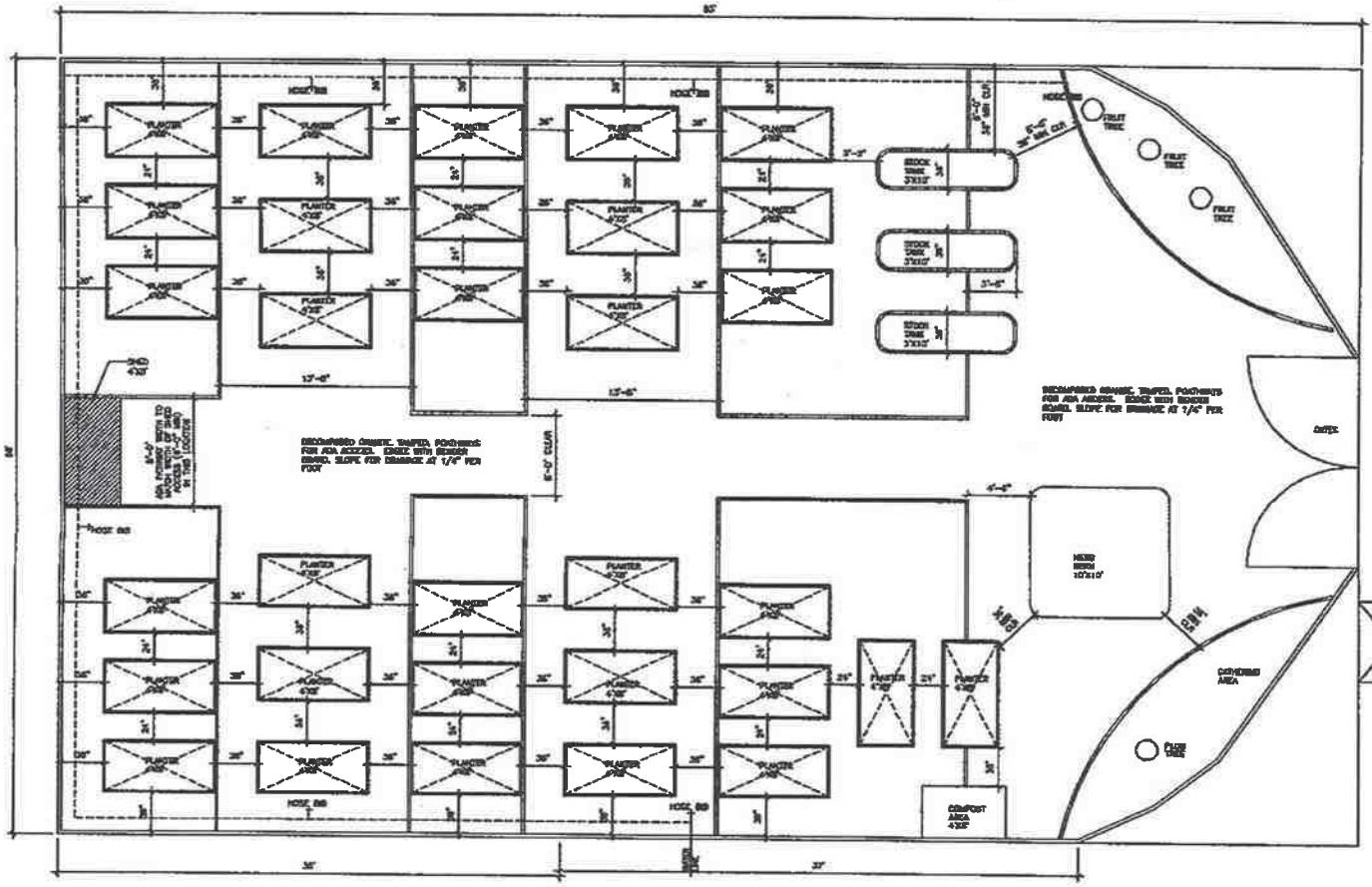
A portion of Lots 19 and 20 in Block "G", as said lots and blocks are shown on the "Map of the Gaskill Addition to the Parsons Golden Gate Tract," filed December 5, 1889, in Book 8 of Maps, Page 6, in the office of the County Recorder of Alameda County, bounded as follows:

Beginning at a point on the western line of Gaskill Street, formerly Park Street, distance thereon north 8° 31' west 76.00 feet from the point of intersection thereof with the northern line of 48th Street, formerly Lulu Avenue, as said street and avenue are shown on said map; running thence along the said line of Gaskill Street north 8° 31' west 38.00 feet to a point on the northern line of said Lot 19; thence along the northern lines of said Lots 19 and 20, south 78° 32' 50" west 94.30 feet, more or less, to a point on the western line of said Lot 20; thence along the said last mentioned line south 11° 20' east 33.78 feet, more or less, to a point on the northern boundary line of that certain parcel of land designated as Parcel 1 in deed from Walter W. Allen and Dorothy A. Allen, his wife, to Edward L. Pribble and Betty R. Pribble, his wife, dated May 17, 1948, recorded May 19, 1948, under Recorder's Series No. AC/40127, in the office of the County Recorder of Alameda County; thence along the said last mentioned line and along the northern boundary line of that certain parcel of land designated as Parcel 1 in a deed from Walter W. Allen and Dorothy A. Allen, his wife, to Warren W. Miller and Mae Miller, his wife, dated May 5, 1948, recorded May 6, 1948, under Recorder's Series AC/36637, in the office of the County Recorder of Alameda County, north 81° 07' 30" east 92.53 feet, more or less, to the point of beginning.

THE 48TH STREET COMMUNITY GARDENS

AT THE REQUEST OF:

CITY OF EMERYVILLE, CA



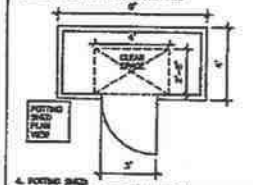
1 PLAN VIEW
48TH STREET GARDENS

PROJECT NOTES

1. PATHWAYS:
PATHWAYS ARE TO BE CONSTRUCTED OF TAMPED D.G. AND BORDERED WITH BENDER BOARD. CROSS SLOPE SHALL NOT EXCEED 2.0%

2. PLANTERS:
STOCK TANKS SHALL BE ADA ACCESSIBLE AND SHALL HAVE A REACH DEPTH OF NO MORE THAN 10". LIBERS WITH DISABILITIES SHALL NOT BE LIMITED TO STOCK TANK USE AND SHALL HAVE ACCESS TO OTHER PLANTERS

3. IN-GROUND LANDSCAPING:
IN GROUND LANDSCAPING SHALL MAINTAIN 36" ARK CLEARANCE IN WIDTH AND A 80" MINIMUM CLEARANCE IN VERTICAL HEIGHT AT ALL D.G. PATHWAYS



4. POTTING SHED:
- SHED HEIGHT CLEARANCE WILL MAINTAIN A MINIMUM OF 7'-0"
- SHED WILL BE PLACED ON GRADE WITH DECOMPOSED GRANITE PATH, ENTRY WAY FLUSH
- SHED WILL HAVE A 36" CLEAR MINIMUM DOOR, WITH SPRING LOADED OUTWARD
- SHED WILL HAVE A MINIMUM OF 20"x40" CLEAR SPACE INSIDE, FREE OF DOORS, TOOLS, STORAGE, OR SHELVES
- SHELVES LOCATED IN STORAGE SHALL NOT EXCEED 40" IN HEIGHT AND SHALL NOT BE LOWER THAN 10" IN HEIGHT

CALIF. NATIVE EDIBLE PLANTS

BERRIES:

ARCTOSTAPHYLOS – MANZANITA
FRAGARIA CALIFORNICA – CALIFORNIA STRAWBERRY
SAMBUCUS MEXICANA – WILD ELDERBERRY
BIGNIS AUREUS – GOLDEN CURRANT
MAHONIA AQUIFOLIUM – OREGON GRAPE

GREENS:

CLAYTONIA PERFOLIATA – MINER'S LETTUCE
URBELLULARIA CALIFORNICA – CALIFORNIA BAY

NOTES:

ROSA CALIFORNICA – CALIFORNIA ROSE
ROSA WOODSIA – WOODSIA ROSE
MONTA ARMENIA – TULE MINT
UNTICA DIOICA – NETTLE
SALVIA COLUMBARIAE – CHIA SACE
SATURDA DOUGLASS – YERBA BUENA
ASARUM CANADIUM – WILD GINGER
BERBERIDIUS – MOSSMAN

ARBOR SIGNAGE

"WELCOME" LETTERS ON METAL, MOUNT TO WOOD, 3.5" TALL ARIAL
"WITH" LETTERS AND NUMBERS ON METAL, MOUNT TO WOOD, 6" TALL ARIAL GOLD

iNDiGO design group

48TH STREET COMMUNITY GARDENS

4038 48TH STREET
EMERYVILLE, CA

PDF Printed With deskPDF PDF Writer - Trial :: http://www.docudesk.com

Date:	04.12.10
Scale:	AS NOTED
Drawn By:	EJP
Job:	48TH STREET
Sheet	L1

RELEASE OF ALL CLAIMS

The Community Garden Program ("Program") is run by the Emeryville Community Organic Gardens, a nonprofit, ("Gardens") under a license from the Emeryville Redevelopment Agency ("Agency") to enter the Community Garden Premises at 1042 48th Street, Emeryville ("Premises").

In consideration of my ability participate in the Program and to enter the Premises, I do hereby fully waive, release and discharge any and all claims for damages for death, personal injury or property damage which I may have, or which may accrue to me, against the Agency, City of Emeryville, Owner or Gardens as a result of my participation in the Program or entry onto the Premises. This release is intended to discharge the Emeryville Redevelopment Agency, the City of Emeryville, and Gardens and their respective members, agents, officials, officers, employees and volunteers from all liability arising out of or connected in any way with my participation in the Program or entry upon the Premises, even though that liability may arise out of the negligence or carelessness on the part of any of the entities or persons mentioned above.

I further understand that accidents and injuries can arise out of participation in the Program or entry upon the Premises; and knowing the risks, nevertheless, I hereby agree to assume those risks and to release to hold harmless all of the entities or persons mentioned above who (through negligence or carelessness) might otherwise be liable to me (or my heirs or assigns) for damages. It is further understood and agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns.

Section 1542 of the California Civil Code provides that: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Notwithstanding this provision, I, the undersigned, agree to waive any and all rights pursuant to that section.

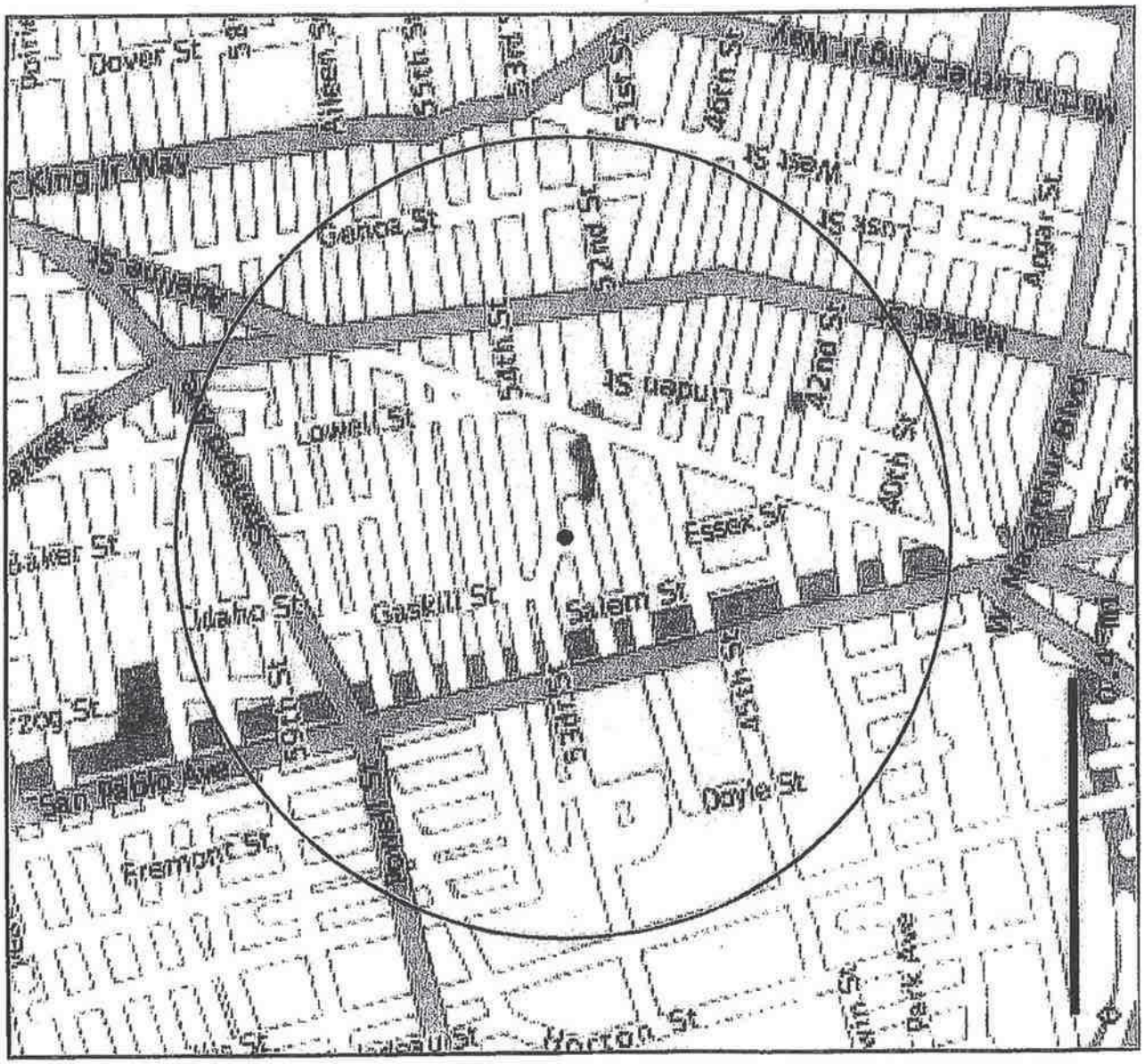
I, the undersigned, have read all of the foregoing and understand it.

Executed on _____ at _____, California.

_____
(Signed)

_____
(Print Name)

_____
(If signing on behalf of a minor child, then state child's name here and relationship)


Dover St
King Jr Way
Genoa St
West St
Lusk St
Apgar St
Market St
Lowell St
Linden St
Essex St
Baker St
Idaho St
Gaskill St
Salem St
San Pablo Ave
Fremont St
Doyle St
Horton St
Park Ave
Martin Luther King Jr Way
Aileen St
55th St
53rd St
51st St
46th St
52nd St
54th St
42nd St
40th St
59th St
53rd St
45th St

ENVIRONMENTAL SITE LIABILITY INSURANCE

Premium Bill

Policy Period	November 3, 2008 To November 3, 2018
Effective Date	November 3, 2008
Policy Number	3731-2712
Insured	CITY OF EMERYVILLE REDEVELOPMENT AGENCY
Name of Company	Chubb Custom Insurance Company
Date Issued	May 5, 2009

Portion of total premium attributable for terrorism and statutory standard fire where applicable is ($0.00).

PLEASE SEND PAYMENT TO AGENT OR BROKER

Date Payment Due	*Premium*
DECEMBER 4, 2008	$176,346.00
TOTAL	*$176,346.00*
Commission	*13.5%*

WHEN SENDING PAYMENT, PLEASE INDICATE POLICY NUMBER ON YOUR CHECK.

NOTE: PLEASE RETURN THIS BILL WITH PAYMENT AND INCLUDE ANY ADDITIONAL CHANGES.

TOTAL OF ADDITIONAL CHARGES ARE INCLUDED IN AND PAYABLE WITH THE FIRST PAYMENT DUE ABOVE.

Producer:

INTEGRO USA INC.
101 CALIFORNIA ST. #1600
SAN FRANCISCO, CA 94111
ATTN: JOHN KIM

ENVIRONMENTAL SITE LIABILITY INSURANCE

Premium Bill

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Producer:

INTEGRO USA INC.
101 CALIFORNIA ST. #1600
SAN FRANCISCO, CA 94111
ATTN: JOHN KIM

ENVIRONMENTAL SITE LIABILITY INSURANCE

FOR

CITY OF EMERYVILLE REDEVELOPMENT AGENCY

Producer:

INTEGRO USA INC.
101 CALIFORNIA ST. #1600
SAN FRANCISCO, CA 94111
ATTN: JOHN KIM

Chubb Servicing Office:

CHUBB GROUP OF INSURANCE COMPANIES
55 WATER ST
NEW YORK, NY 10041

UNDERWRITER: JOSH PILLION

Environmental Site Liability Insurance

How To Report A Loss

To assist you in reporting a loss, the following procedure has been set up to allow you to notify us.

Loss Notification

If an insured has a loss, please contact us by telephone as soon as possible or further assistance:

Telephone Number: 1-800-252-4670

24 hours a day, 7 days a week

Fax Number

You may also fax the loss report during normal business hours to:

Fax Number: 1-800-300-2538

Mailing Address

You may mail your loss report to the following address:

Chubb Group Of Insurance Companies
Claim Service Center
600 Independence Parkway
P.O. Box 4700
Chesapeake, Va 23327-4700

ENVIRONMENTAL SITE LIABILITY INSURANCE

Schedule of Forms

Policy Period	November 3, 2008 To November 3, 2018
Effective Date	November 3, 2008
Policy Number	3731-2712
Insured	CITY OF EMERYVILLE REDEVELOPMENT AGENCY
Name of Company	Chubb Custom Insurance Company
Date Issued	May 5, 2009

The following is a schedule of forms issued as of the date shown above:

Form Name	*Form Number*	*Edition Date*
ESL DECLARATION - CCIC	70-02-0502	05-01
ESL CONTRACT	70-02-0501	05-01
BASIC EXTENDED REPORTING PERIOD 90 DAYS	70-02-0572	01-02
CANCELLATION ENDT	70-02-0541	12-01
COV POLLUTION INCIDENT TRANSPORT CARGO(3RD PARTY)	70-02-0508	05-01
DELETION OF BUSINESS INTERRUPTION COVERAGE	70-02-0510	05-01
DISCLOSED DOCUMENTS	70-02-0517	11-02
FAIL TO MAINT INSTITUTIONAL CONTRLS-EXCL SCHED DOC	70-02-1061	05-06
IDENTIFIED CONTAMINANT EXCLUSION	70-02-0547	05-06
INSURED CONTRACTS BASIC SCHEDULE	70-02-0525	11-02
INSURED VS. INSURED ENDT	70-02-0541	12-01
MATERIAL CHANGE IN USE EXCL WITH DEFINED USE	70-02-1064	05-06
ESL MOLD EXCLUSION	70-02-0574	09-01
NON-OWNED LOCATION SCHEDULE	70-02-0529	05-01
REPORTING A POTENTIAL CLAIM DELETION	70-02-0534	05-01
SCHEDULE OF INSURED SITE(S)	70-02-0562	11-02
SCHEDULE OF NAMED INSUREDS	70-02-0563	01-06
IMPORTANT NOTICE TO POLICYHOLDERS	99-10-0732	12-07
TERRORISM EXCLUSION	70-02-0570	12-01
OFAC - IMPORTANT NOTICE TO POLICYHOLDERS	99-10-0796	09-04
COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS	80-02-9765	01-04
AOD IMPORTANT POLICYHOLDER NOTICE	99-10-0872	06-07
SERVICE OF SUIT CONDITIONS	10-02-0402C	02-98

Environmental Site Liability Insurance

Declarations

Chubb Group of Insurance Companies

15 Mountain View Road
Warren, NJ 07059

Policy Number 3731-2712

Effective Date November 3, 2008

Issued by the stock insurance company, indicated below, herein called the company.

Chubb Custom Insurance Company

Incorporated under the laws of **Delaware**

Item 1. Named Insured and Mailing Address

CITY OF EMERYVILLE REDEVELOPMENT AGENCY

1333 PARK AVE
EMERYVILLE, CA 94608

Producer No 8747

Producer INTEGRO USA INC.
101 CALIFORNIA ST. #1600
SAN FRANCISCO, CA 94111

Item 2. Policy Period

From: November 3, 2008 To: November 3, 2018
12:01 A.M. standard time at the **Named Insured's** Mailing Address Shown above.

Coverage B
From: November 3, 2008 To: November 3, 2013
12:01 A.M. standard time at the **Named Insured's** Mailing Address Shown above.

Item 3. Limits Of Insurance

$10,000,000	Each Pollution Incident Loss Limit
$10,000,000	Aggregate Limit

Item 4. Deductible

$100,000	Each Pollution Incident

Item 5. Insured Site(s) and Address(es)

See Schedule of Insured Site(s) form 70-02-0562

Item 6. Delineation Date: November 3, 2008

Item 7. Project:

NA

Item 8. Completion Date:

NA

Item 9. Policy Premium: 176,346.00

Authorization

In witness whereof, the Company issuing this policy has caused this policy to be signed by its authorized officers, but policy shall not be valid unless also signed by a duly Authorized Representative of the Company.

CHUBB CUSTOM INSURANCE COMPANY

W. Andrew Moore

Secretary

Paul W. Boja

President

Robert Hamburger

Authorized Representative

Issue Date: May 5, 2009

Liability Insurance

Environmental Site

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Section V.	Extended Reporting Period For Claims – Coverages A Through C	8
Section VI.	Definitions	8

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Environmental Site Liability Insurance

Contract

Words and phrases that appear in **bold** print have special meanings and are defined in Section VI of this contract.

Throughout this contract the words "you" and "your" refer to the **named insured** set forth in the Declarations of this policy and any other person or organization qualifying as a **named insured** under this contract. The words "we, "us" and "our" refer to the company providing this insurance.

MUCH OF THIS INSURANCE CONTAINS CLAIMS-MADE AND REPORTED REQUIREMENTS WHICH MEANS THAT COVERAGE APPLIES ONLY TO **CLAIMS** FIRST MADE AGAINST THE **INSURED** AND REPORTED TO US DURING THE **POLICY PERIOD.** IN ADDITION TO OTHER LIMITATIONS ON COVERAGE, PAYMENT OF **LEGAL EXPENSE** REDUCES THE LIMITS OF INSURANCE. PLEASE READ THIS POLICY CAREFULLY.

Section I. Coverage

1. Insuring Agreements

Coverage A - Bodily Injury, Property Damage And Remediation Costs – Pre-Existing Pollution Incident	We will pay **loss** that the **insured** becomes legally obligated to pay as a result of a **claim** for **bodily injury**, **property damage** or **remediation costs**, resulting from a **pollution incident** that commenced prior to the **delineation date**, and is on, under or migrating beyond the boundaries from the **insured site**, provided such **claim** is first made against the **insured** and reported to us in writing during the **policy period**, or **extended reporting period** if applicable. We will also pay **remediation costs** resulting from **discovery** of a **pollution incident** that commenced prior to the **delineation date**, and is on or under the **insured site**, provided that such **pollution incident** is reported to us in writing as soon as possible after **discovery** and in any event during the **policy period**.
Coverage B -Bodily Injury, Property Damage And Remediation Costs – New Pollution Incident	We will pay **loss** that the **insured** becomes legally obligated to pay as a result of a **claim** for **bodily injury**, **property damage** or **remediation costs**, resulting from a **pollution incident** that commenced on or after the **delineation date**, and is on, under or migrating beyond the boundaries from the **insured site**, provided such **claim** is first made against the **insured** and reported to us in writing during the **policy period**, or **extended reporting period** if applicable. We will also pay **remediation costs** resulting from **discovery** of a **pollution incident** that commenced on or after the **delineation date**, and is on or under the **insured site**, provided that such **pollution incident** is reported to us in writing as soon as possible after **discovery** and in any event during the **policy period**.
Coverage C - Bodily Injury, Property Damage And Remediation Costs – Non-Owned Location	We will pay **loss** that the **insured** becomes legally obligated to pay as a result of a **claim** for **bodily injury** or **property damage** to parties other than the owners or operators of the **non-owned location** or their employees or contractors; or **remediation costs**, resulting from a **pollution incident** on, under or migrating beyond the boundaries from the **non-owned location**, provided such **claim** is first made against the **insured** and reported to us in writing during the **policy period**, or **extended reporting period** if applicable.
Coverage D - Business Interruption	We will pay **business interruption expense** resulting from **discovery** of a **pollution incident** on or under the **insured site** which directly causes a **business interruption** provided that the **business interruption** is reported to us in writing within thirty (30) days after its commencement and in any event during the **policy period**. If the **business interruption** is caused by a **pollution incident** and any other cause, we will pay only for that portion of **business interruption expense** solely and directly attributable to such **pollution incident**.

2. Defense And Settlement	We will have the right and the duty to defend the **insured** against a **claim** to which this insurance applies, provided however, that such duty to defend or continue defending such **claim** ends once the Limits Of Insurance are exhausted or are tendered into court. **Legal expense** is included in **loss**, reduces the Limits Of Insurance, and is included within the Deductible shown in Item 4 of the Declarations. We will present all settlement offers to the **insured**, and if we recommend a settlement which is acceptable to a claimant, exceeds any applicable deductible, and is within the Limits Of Insurance, and the **insured** refuses to consent to such settlement offer, then our duty to defend shall end and the **insured** shall defend such **claim** independently and our liability shall not exceed the amount for which the **claim** could have been settled if our recommendation had been accepted, exclusive of the deductible or any outstanding deductible amounts and **legal expense** incurred up to and including the date of such refusal.
3. Exclusions	This insurance does not apply to any **loss** or **business interruption expense**:
A. Asbestos And Lead	Arising from asbestos or asbestos-containing materials or lead based paint installed or applied in, on or to any fixture, building or other structure. This exclusion does not apply to **remediation costs** with respect to soil and groundwater.
B. Contractual Liability	Which the **insured** is legally obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability: (1) that the **insured** would have in the absence of such contract or agreement; or (2) assumed in a contract or agreement that is designated in an "Insured Contract Endorsement," if we attach such an endorsement to this policy.
C. Damage To Owned Property	Arising from **property damage** to property owned, leased, rented, occupied or loaned to an **insured**.
D. Employer's Liability	Arising from **bodily injury** to: (1) an **insured** or an employee of its parent, subsidiary or affiliate arising out of and in the course of employment by the **insured** or its parent, subsidiary or affiliate; or (2) the spouse, child, parent, brother or sister of such **insured** or employee of its parent, subsidiary or affiliate as a consequence of any injury described in paragraph (1) above. This exclusion applies: • whether the **insured** may be liable as an employer or in any other capacity; and • to any obligation to share **loss** with or repay someone else who must pay **loss** because of such **bodily injury**.
E. Insured vs. Insured	Arising from a **claim** by an **insured** against any other person or entity who is also an **insured** under this insurance. This exclusion does not apply to a **claim** initiated by a third party or a **claim** that arises out of an indemnification given by one **named insured** to another **named insured** in a contract or agreement that is described in an "Insured Contract Endorsement," if we attach such an endorsement to this policy.
F. Insured's Goods And Services	Which are costs, charges, or expenses for goods or services of an **insured** or its parent, subsidiary or affiliate, unless such costs, charges or expenses are **emergency expense** or are incurred with our consent.

G. Known Pollution Incident/Non-Disclosure

Arising from a **pollution incident**:

(1) existing prior to the **inception date**;

(2) known by a **responsible insured**; and

(3) not disclosed in the application for this policy or any previous policy for which this policy is a renewal thereof.

H. Known Underground Storage Tank

Arising from an **underground storage tank**:

(1) at the **insured site**; and

(2) known by a **responsible insured** as of the **inception date**.

This exclusion does not apply to an **underground storage tank** that is designated in a "Scheduled Underground Storage Tank Endorsement" if we attach such an endorsement to the policy.

I. Naturally Occurring Substances

Arising from naturally occurring substances. However, this exclusion shall not apply where such substances are detected at the **insured site** in levels or concentrations in excess of those naturally present at the **insured site**.

J. Non-Compliance

Arising from a **responsible insured's** intentional, knowing, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, instruction of any governmental agency or body, or executive, judicial or administrative order.

Section II. Duties Of The Insured In The Event Of A Claim, Pollution Incident Or Business Interruption

1. Reporting A Claim, Discovery Of A Pollution Incident Or Business Interruption

A. You must report a **claim** or **discovery** of a **pollution incident** to us as soon as possible and in any event during the **policy period**, or **extended reporting period**, if applicable. To the extent possible such notice should include:

(1) how, when, and where the **pollution incident** took place;

(2) the names and addresses of any injured persons and witnesses;

(3) the nature and location of any injury or damage arising out of the **pollution incident**; and

(4) the date you received the **claim**.

B. You and any other involved **insured** must:

(1) immediately send us copies of any demands, notices, summonses or any other process or legal papers received in connection with a claim; and

(2) authorize us to obtain records and other information.

C. You must report a **business interruption** to us as soon as possible, and in any event no later than thirty (30) days after its commencement.

2. Reporting A Potential Claim

A. If during the **policy period**, you first become aware of a **potential claim**, you may provide written notice to us during the **policy period** containing all of the following information:

(1) the cause of the **pollution incident**;

(2) the **insured site** or other location where the **pollution incident** took place;

(3) the **bodily injury**, **property damage** or **remediation costs** which have resulted or may result from the **pollution incident**;

(4) the **insured(s)** who may be subject to a claim and any potential claimant(s);

(5) all available engineering information concerning the **pollution incident** and any other information that we deem reasonably necessary; and

(6) how and when the **insured** first became aware of the **potential claim**.

B. A **potential claim** which subsequently becomes a **claim** made against you and reported to us within five (5) years after the end of the **policy period** or any continuous, uninterrupted renewal of this policy, shall be deemed to have been first made and reported during the **policy period** and shall be subject to the terms, conditions, and Limits Of Insurance of this policy.

3. Duty To Remediate Or Mitigate A Pollution Incident

In the event of a **pollution incident**, you must take all actions necessary to comply with **environmental laws** including retaining competent contractors and other professionals. We have the right to review and approve all such actions. In addition, we have the right, but not the duty, to participate in decisions regarding **remediation costs** and take all actions necessary to comply with **environmental laws**. Any sums expended by us in taking such action shall be deemed incurred by the **insured** and shall reduce the Limits Of Insurance.

4. Cooperation

You agree to cooperate and otherwise offer us reasonable assistance in the defense, investigation or settlement of a **claim**. Such cooperation or assistance shall include participating at meetings; testifying at hearings, depositions, and trials; and securing evidence.

Section III. Limits Of Insurance And Deductible

The Limits Of Insurance shown in Item 3 of the Declarations and the rules below fix the most we will pay regardless of the number of **insureds**, **insured sites**, **pollution incidents**, **claims** or claimants.

1. Limits Of Insurance

A. Aggregate Limit

The Aggregate Limit is the most we will pay for all **loss** and **business interruption expense**.

B. Each Pollution Incident Loss Limit

(1) Subject to the Aggregate Limit, the most we will pay for all **loss** and **business interruption expense** arising from the same, continuous, repeated or related **pollution incident** is the Each Pollution Incident Loss Limit. Such amounts so paid will reduce the Aggregate Limit available for payment of **loss** or **business interruption expense** arising from any other **pollution incident**.

(2) If the Aggregate Limit has been reduced by payment of **loss** or **business interruption expense** to an amount that is less than the Each Pollution Incident Loss Limit stated in the Declarations, the remaining Aggregate Limit is the most that will be available for payment of **loss** or **business interruption expense** arising from any other **pollution incident**.

Section III. Limits Of Insurance And Deductible

1. Limits Of Insurance *(continued)*

C. Non-Accumulation Of Limits

If we, or an affiliate, have issued claims-made environmental site liability coverage for the **insured site** in one or more policy periods and:

(1) the **discovery** of a **pollution incident** is reported to us in accordance with the terms and conditions of this policy, all of the same, continuous, repeated or related **pollution incidents** reported to us under a subsequent environmental site liability policy shall be deemed to have been discovered during the **policy period**; or

(2) a **claim** for **bodily injury**, **property damage**, or **remediation costs** is first made against you and reported to us in writing in accordance with the terms and conditions of this policy, all **claims** arising out of the same, continuous, repeated or related **pollution incidents** shall be deemed to have been first made and reported during the **policy period**,

provided that you have maintained environmental site liability coverage with us or an affiliate on a continuous, uninterrupted basis since the **discovery** of such **pollution incident** or the first such **claim** was made against you, and reported to us.

2. Deductible

A. Coverages A, B And C

Subject to the Limits Of Insurance, we will pay **loss** to which this insurance applies in excess of the deductible amount stated in Item 4 of the Declarations. The deductible applies to all **loss** arising from the same, continuous, repeated or related **pollution incident**. Sums paid within the Deductible do not reduce the Limits Of Insurance.

If, at the **insured's** request, we advance any element of **loss** falling within the deductible, the **insured** shall promptly reimburse us for such amount as soon as possible.

B. Coverage D

Subject to the Limits Of Insurance, we will pay **business interruption expense** in excess of the **business interruption expense** incurred during the first ten (10) business days of a **business interruption**. The ten (10) day period applies to all **business interruption expense** arising from the same, continuous, repeated or related **pollution incident**.

Section IV. Conditions

1. Access To Information

The **named insured** agrees to permit us to have access to any information concerning **loss** or **business interruption expense**.

2. Assignment Of Policy

The **named insured** may assign this policy with our consent, which shall not be unreasonably withheld or delayed, however, such assignment shall not bind us until such consent is endorsed hereon.

3. Bankruptcy

Bankruptcy or insolvency of the **insured** or the **insured's** estate will not relieve us of any obligation to which this insurance applies.

4. Cancellation

The first **named insured** may cancel this policy at any time by sending a written request or by returning this policy and stating when thereafter cancellation is to take effect. We may cancel this policy only for the following reasons:

A. material misrepresentation by the **insured**;

4. Cancellation *(continued)*

B. the **insured's** failure to comply with the material terms, conditions or contractual obligations under this policy, including failure to pay any premium or deductible when due; or

C. a change in operations at the **insured site** during the **policy period** that materially increases a risk covered under this policy,

by sending to the first **named insured** a notice 60 days (20 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to the first **named insured's** last known address and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

5. Changes

This policy may only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

6. Concealment Or Misrepresentation

This insurance is void if you or any other **insured** intentionally conceals or misrepresents any material fact or circumstance relating to this insurance.

7. Entire Agreement

The **named insured** agrees that this policy, including any endorsements attached to and forming part of this policy, and including the application and any material submitted in connection with such application, which are on file with us and are a part of this policy as if physically attached, constitutes the entire agreement existing between the **named insured** and us or any of our agents relating to this insurance.

8. First Named Insured

The first **named insured** is primarily responsible for the payment of all premiums and deductible and will act on behalf of all other **insureds** for the giving and receiving of notice of cancellation or non-renewal, receipt and acceptance of any endorsement issued to form a part of this policy, the receipt of any return premiums that become payable under this policy, and the exercise of any **extended reporting period**.

9. Interview And Inspection

We may:

A. interview persons employed by the **insured**;

B. make inspections, take samples, and conduct surveys of the **insured site**. Any such inspection, samples, and surveys and any conclusions we may draw therefrom, relate only to the insurability of the risk and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And, we do not warrant that conditions:

(1) are safe or healthful; or

(2) comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to representatives who conduct such inspections, samples, and surveys for us.

10. Legal Action Against Us

No person or organization has a right under this insurance:

A. to join us as a party or otherwise bring us into a **claim**; or

B. to sue us under this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on a fully executed settlement agreement or on a final judgment against the **insured** obtained after an actual trial, arbitration or alternative resolution proceeding; but we will not be liable for loss that is not payable under the terms of this insurance or that is in excess of the applicable Limits Of Insurance.

11. Other Insurance

If other valid and collectible insurance is available to the **insured** for **loss** or **business interruption expense** to which this insurance applies, our obligations are limited as follows:

A. this insurance is primary, and our obligations are not affected unless any of the other insurance is also primary. In that case, we will share with all such other insurance by the method described in paragraph B., below.

B. if all of the other insurance permits contribution by equal shares, we will also follow this method. In such a circumstance, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. In this case, each insurer's share is based on the ratio its applicable limit of insurance bears to the total applicable limits of insurance of all insurers.

12. Representations And Statements

The **named insured** represents that the particulars and statements contained in the application and all materials submitted in connection therewith are true, accurate and complete, and agrees that this policy is issued in reliance on the truth of that representation, and that such particulars and statements, which are incorporated into and constitute a part of this policy, are the basis of this policy and are material to our acceptance of this risk.

13. Required Reporting Of Discovery Of A Pollution Incident

Solely with respect to **discovery** of a **pollution incident**, where required, you must report such **pollution incident** to the appropriate governmental agency in material compliance with applicable **environmental laws** in effect at such time.

14. Separation Of Insureds

Except with respect to the Limits Of Insurance, Insured vs. Insured exclusion, and any rights or duties specifically assigned to the first **named insured**, this insurance applies:

A. as if each **named insured** were the only **named insured**; and

B. separately to each **insured** against whom a **claim** is made.

Misrepresentation, concealment, breach of a term or condition, or violation of any duty under this policy by one **named insured** shall not prejudice another **named insured** under this policy. Notwithstanding the foregoing, this condition shall not apply to any **named insured** that is a parent, subsidiary or affiliate of the first **named insured**.

15. Shared Limits

All **named insureds** understand, agree, and acknowledge that the policy contains an Aggregate Limit that is applicable to, and will be shared by, all **named insureds** and all other **insureds** who are or may become insured under this policy. As such, all **named insureds** and all other **insureds** understand and agree that the Aggregate Limit may be exhausted or reduced by prior payments for other **claims** under the policy.

16. Titles Of Paragraphs

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

17. Transfer Of Rights Of Recovery

If the **insured** has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The **insured** must do nothing after a **pollution incident** to impair them. At our request, the **insured** will bring suit or transfer those rights to us and help us enforce them.

18. Voluntary Payments

Except for **emergency expense**, the **insured** shall not voluntarily enter into any settlement, make any payment or assume any obligation with respect to this insurance without our consent, which shall not be unreasonably withheld.

Section V. Extended Reporting Period For Claims – Coverages A through C

The **named insured** shall be entitled to a basic **extended reporting period**, and may purchase a supplemental **extended reporting period**, following Termination of Coverage as described below. A **claim** first made and reported to us within the basic **extended reporting period** or supplemental **extended reporting period**, whichever is applicable, will be deemed to have been made on the last day of the **policy period**. Neither the basic nor the supplemental **extended reporting period** shall reinstate or increase any of the Limits Of Insurance of this policy.

1. Basic Extended Reporting Period

Provided the **named insured** has not purchased any other insurance to replace this insurance, the **named insured** shall have a sixty (60) day basic **extended reporting period**.

2. Supplemental Extended Reporting Period

The **named insured** shall be entitled to purchase a supplemental **extended reporting period** of up to forty-eight (48) months for not more than 200% of the full policy premium stated in Item 9 of the Declarations. Such supplemental **extended reporting period** starts when the basic **extended reporting period** ends. We will issue an endorsement providing a supplemental **extended reporting period** provided that the **named insured**:

A. makes a written request for such endorsement which we receive within thirty (30) days after Termination of Coverage; and

B. pays the additional premium when due. If that additional premium is paid when due, the supplemental **extended reporting period** may not be cancelled, provided that all other terms and conditions of the policy are met.

3. Termination Of Coverage

Termination of Coverage occurs:

A. at the time of cancellation or nonrenewal of this policy by the **named insured** or by us, other than for nonpayment of premium; or

B. at the time of the deletion of a location that previously was an **insured site** or **non-owned location** at the **named insured's** written request.

Section VI. Definitions

1. Bodily Injury

Bodily injury means physical injury, sickness, disease, mental anguish, emotional distress or shock, sustained by any person, including death resulting therefrom.

2. Business Income

Business income means:

A. net profit or loss before income taxes, including rental income from tenants that would have been earned or incurred had there been no **business interruption**;

B. your continuing normal operating and payroll expenses (except payroll expenses of officers, executives, department managers and employees under contract);

C. charges you incur which are the legal obligation of your tenant(s) which would otherwise be your obligations; and

D. costs you are required to pay to rent temporary premises when that portion of the **insured site** occupied by you is untenantable, not to exceed the fair rental value of such untenantable portion of the building you occupy.

Business income does not mean bank interest or investment income.

3. Business Interruption

Business interruption means necessary partial or complete suspension of your operations at the **insured site**.

4. Business Interruption Expense

Business interruption expense means either:

A. **business income** and **extra expense**; or

B. **delay expense**,

you incur during the **period of interruption**. Provided, however, that to the extent that **business interruption expense** could be reduced by a complete or partial resumption of operations at the **insured site**, or by making use of other property at the **insured site** or elsewhere, such reductions shall be considered in the calculation of **business interruption expense**.

5. Claim

Claim means a written demand or notice received by the **insured** asserting liability or responsibility on the part of the **insured** for **loss. Claim** does not include a **potential claim** that was reported under a prior policy as described in Section II, Paragraph 2, (Reporting A Potential Claim), but which has become a **claim** during the **policy period**.

6. Completion Date

Completion date means the date set forth in Item 8 of the Declarations.

7. Delay Expense

Delay expense means the following additional expenses that the **insured** incurs as a result of a delay in the **completion date** of the **project**:

A. interest on money the **insured** has borrowed to finance the construction, development or remediation of the **project**;

B. advertising, promotional or renegotiation expenses to lease or sell the **insured site**; and

C. architectural, engineering and consulting fees.

8. Delineation Date

Delineation date means the date set forth in Item 6 of the Declarations.

9. Discovery

Discovery means discovery by a **responsible insured** during the **policy period**.

10. Emergency Expense

Emergency expense means reasonable and necessary expenses incurred to respond to an imminent and substantial endangerment to the public health, safety or welfare or to the environment.

11. Environmental Laws

Environmental laws means any federal, state, provincial or local laws, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives.

12. Extended Reporting Period

Extended reporting period means the additional period of time in which to report a **claim** first made against the **insured** subsequent to Termination of Coverage, as described in Section V, paragraph 3, arising from a **pollution incident** to which this insurance applies, that commenced before the end of the **policy period**.

13. Extra Expense

Extra expense means those expenses incurred by the **insured** that would not have been incurred had there been no **business interruption** and are reasonable and necessary to avoid, mitigate or minimize such **business interruption**, but only to the extent these expenses actually reduce **business income** otherwise covered under this insurance. **Extra expense** will be reduced by any salvage value of property obtained for temporary use during the **period of interruption** that remains after normal operations are resumed.

14. Inception Date	**Inception date** means the first date of the **policy period** as set forth in the Declarations.
15. Insured	**Insured** means the **named insured**, and any past or present director, officer, partner, manager, member or employee of the **named insured**, including a temporary or leased employee, while acting within the scope of his or her duties as such.
16. Insured Site	**Insured site** means the location(s) set forth in Item 5 of the Declarations.
17. Legal Expense	**Legal expense** means reasonable and necessary costs, charges and expenses incurred in the defense, investigation or adjustment of a **claim**, or in connection with **remediation costs**. **Legal expense** does not include salaries and expenses of our employees or the salaries and expenses of your employees.
18. Loss	**Loss** means: A. monetary awards or settlements of compensatory damages; civil fines, penalties, and assessments; and where allowable by law, punitive, exemplary or multiple damages; B. **legal expense**; C. **remediation costs**; or D. **emergency expense**.
19. Named Insured	**Named insured** means the person or entity set forth in Item 1 of the Declarations.
20. Natural Resources	**Natural resources** means land, fish, wildlife, biota, air, surfacewater, groundwater, drinking water supplies and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, any state or local government, any foreign government, any Indian tribe, or, if such resources are subject to a trust restriction on alienation, any member of an Indian tribe.
21. Non-Owned Location	**Non-owned location** means a site that is neither owned nor operated by the **named insured**, and that is identified in a Non-Owned Location Schedule attached to and made a part of this policy by endorsement.
22. Period Of Interruption	**Period of interruption** means the length of time commencing with the date operations are suspended by a **pollution incident**, reasonably necessary to resume normal business operations at the **insured site** or a new permanent location. The **period of interruption** does not include any increase in the length of time needed to resume normal operations caused by interference by employees or other persons.
23. Policy Period	**Policy period** means the period set forth in Item 2 of the Declarations, or any shorter period arising as a result of: A. cancellation of this policy; or B. with respect to particular **insured site(s)** or **non-owned location(s)** designated in the Declarations, the deletion of such site(s) or location(s) from this policy by us at the **named insured's** written request, but solely with respect to such **insured site** or **non-owned location**.
24. Pollution Incident	**Pollution incident** means a discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste into or upon land, or any structure on land, the atmosphere or any groundwater, watercourse or body of water.
25. Potential Claim	**Potential claim** means a **pollution incident** that commenced on or after the **inception date** that the **insured** reasonably expects may result in a **claim**.

26. Project

Project means the construction, development or remediation project described in Item 7 of the Declarations.

27. Property Damage

Property damage means:

A. physical injury to or destruction of **natural resources** and other tangible property including the resulting loss of use, and in the case of property located beyond the boundaries of the **insured site**, diminution in value of such property; or

B. loss of use of **natural resources** and other tangible property that has not been physically injured or destroyed, but not diminution in value of such property.

Property damage does not include **remediation costs**.

28. Remediation Costs

Remediation costs means:

A. reasonable and necessary costs to investigate, neutralize, remove, remediate (including associated monitoring) or dispose of soil, surfacewater, groundwater or other contamination to the extent required by **environmental laws** or that have been actually incurred by the government or any political subdivision of the United States of America or any state thereof or Canada or any province thereof, or by third parties;

B. **restoration costs**; and

C. **legal expense** incurred with our consent.

29. Responsible Insured

Responsible insured means:

A. an officer, director or partner of the **named insured**;

B. any manager of the **insured site**; or

C. the manager or supervisor of the **named insured** responsible for environmental affairs, control or compliance.

30. Restoration Costs

Restoration costs means reasonable and necessary costs incurred by the **insured** with our consent, which shall not be unreasonably withheld or delayed, to restore, repair or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring **remediation costs**. However, such **restoration costs** shall not exceed the appraised market value of such property immediately prior to incurring **remediation costs** or include costs associated with improvements or betterments.

31. Underground Storage Tank

Underground storage tank means any tank, including associated underground piping connected to the tank, in existence as of the **inception date** or installed thereafter, that has at least ten (10) percent of its volume below ground.

Environmental Site Liability Insurance

Endorsement

Policy Period	November 3, 2008	*To*	November 3, 2018
Effective Date	November 3, 2008		
Policy Number	3731-2712		
Insured	CITY OF EMERYVILLE REDEVELOPMENT AGENCY		
Name of Company	Chubb Custom Insurance Company		
Date Issued	May 5, 2009		

This Endorsement applies to the following forms:

Environmental Site Liability Insurance

1. *Basic Extended Reporting Period*

It is hereby agreed that Section V., Extended Reporting Period For Claims – Coverages A through C paragraph 1. Basic Extended Reporting Period is deleted in its entirety and replaced with the following:

Provided the **named insured** has not purchased any other insurance to replace this insurance, the **named insured** shall have a ninety (90) day basic **extended reporting period.**

All other terms and conditions remain unchanged.

Authorized Representative Robert Hamburger

Environmental Site Liability Insurance

Endorsement

Cancellation Endt

Policy Period	November 3, 2008	*To*	November 3, 2018
Effective Date	November 3, 2008		
Policy Number	3731-2712		
Insured	CITY OF EMERYVILLE REDEVELOPMENT AGENCY		
Name of Company	Chubb Custom Insurance Company		
Date Issued	May 5, 2009		

This Endorsement applies to the following forms:

Environmental Site Liability Insurance

4. Cancellation

It is hereby agreed that Section IV., Conditions, paragraph 4., Cancellation is deleted in its entirety and replaced with the following:

The first **named insured** may cancel this policy at any time by sending a written request or by returning this policy and stating when thereafter cancellation is to take effect. We may cancel this policy only for the following reasons:

A. material misrepresentation by the **insured**;.

B. the **insured's** failure to substantially comply with the material terms, conditions or contractual obligations under this policy, including failure to pay any premium or deductible when due, after having received notice of said failure and a reasonable opportunity to cure, in which case we may cancel coverage only as to the insured that has failed to so comply; or

C. a change in operations at the **insured site** during the **policy period** that materially increases a risk covered under this policy, The development of the **insured site** as a mixed use residential/commercial project as identified in the "Material Change in Use Exclusion with Defined Use" endorsement is not deemed a change in operations at the insured site that materially increases a risk covered under this policy

by sending to the first **named insured** a notice 60 days (20 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to the first **named insured's** last known address and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

The premium will be earned as follows:

100% at the **inception date**;

Any unearned premium will be returned as soon as practicable.

All other terms and conditions remain unchanged.

Authorized Representative Robert Hamburger

Environmental Site Liability Insurance

Endorsement

Policy Period	November 3, 2008	*To*	November 3, 2018
Effective Date	November 3, 2008		
Policy Number	3731-2712		
Insured	CITY OF EMERYVILLE REDEVELOPMENT AGENCY		
Name of Company	Chubb Custom Insurance Company		
Date Issued	May 5, 2009		

This Endorsement applies to the following forms:

Environmental Site Liability Insurance

It is hereby agreed that the following is added to Section I. Coverage, paragraph 1., Insuring Agreements:

Pollution Incident Due To Transported Cargo

We will pay **loss** that the **insured** becomes legally obligated to pay as a result of a **claim** for **bodily injury**, **property damage** or **remediation costs**, resulting from a **pollution incident** caused by **transported cargo**, provided such **claim** is first made against the **insured** and reported to us in writing during the **policy period**, or **extended reporting period** if applicable.

For purposes of this endorsement, the following are added to Section VI. Definitions:

Cargo

Cargo means waste, products or materials.

Carrier

Carrier means an entity, other than an **insured**, properly licensed to transport **cargo**.

Transported Cargo

Transported cargo means **cargo** after it is accepted for transport by a **carrier** until it is moved to the place of final delivery, including the loading and unloading of such **cargo** to and from a conveyance by a **carrier**. **Transported cargo** does not include **cargo** at rest for a period longer than seventy-two (72) hours after it has been accepted for transport by a **carrier** but before it reaches the place of final delivery.

For purposes of this endorsement, the following are added to Section I., paragraph 3., Exclusions:

Bodily Injury To A Carrier

For **bodily injury** to an employee of a **carrier**. This exclusion shall not apply to **bodily injury** to an employee of a **carrier** which results from an **insured's** negligence.

Damage To A Conveyance

For damage to **cargo**, or to a conveyance used for **transported cargo**. This exclusion shall not apply to damage to a conveyance which results from an **insured's** negligence.

All other terms and conditions remain unchanged.

Authorized Representative Robert Hamburger

Environmental Site Liability Insurance

Endorsement

Policy Period	November 3, 2008	*To*	November 3, 2018
Effective Date	November 3, 2008		
Policy Number	3731-2712		
Insured	CITY OF EMERYVILLE REDEVELOPMENT AGENCY		
Name of Company	Chubb Custom Insurance Company		
Date Issued	May 5, 2009		

This Endorsement applies to the following forms:

Environmental Site Liability Insurance

Coverage D – Business Interruption

It is hereby agreed that Section I. Coverage, paragraph 1. Insuring Agreements, Coverage D – Business Interruption is deleted in its entirety.

All other terms and conditions remain unchanged.

Authorized Representative Robert Hamburger

Environmental Site Liability Insurance

Endorsement

Policy Period	November 3, 2008 *To* November 3, 2018
Effective Date	November 3, 2008
Policy Number	3731-2712
Insured	CITY OF EMERYVILLE REDEVELOPMENT AGENCY
Name of Company	Chubb Custom Insurance Company
Date Issued	May 5, 2009

This Endorsement applies to the following forms:

Environmental Site Liability Insurance

It is hereby agreed that for purposes of Section I. Coverage, paragraph 3. Exclusions, sub-paragraph G. Known Pollution Incident/Non-Disclosure, we hereby acknowledge and agree that any **pollution incident**(s) described in the following listed documents is/are deemed disclosed to us.

Document(s)

Revised Draft Remedial Investigation and Human Health Risk Assessment Report, Site B Project Area, Emeryville, California, prepared by Erler and Kalinowski, Inc. (EKI), dated May 2007

Final Feasibility Study and Remedial Action Plan Site B Project Area, prepared by EKI, dated March 2008

Site Closure Plan Abandoned Chevron Asphalt Plant 1520 Powell Street Emeryville California, prepared by Western Geologic Resources, Inc. dated June 1990

Site Conceptual Model and Request for Site Closure, Fomer Chevron Asphalt Plant and Terminal #20-6265 1520 Powell Street, Emeryville, California prepared by Cambria Environmental Technology, Inc. dated March 23, 2006

Final Remedial Design and Implementation Plan for Soil Remediation Site B Project Area, Emeryville, California, prepared by Erler & Kalinowski, Inc. dated September 2008 (access provided via email, I've also sent a CD to your office)

Phase I Environmental Site Assessment Site B 1535 Powell Street, 1525 Powell Street, 5770 Shellmound Street, and 5760 Shellmound Street, Emeryville, California prepared by Erler & Kalinowski, Inc. dated July 14, 2004 (access provided via email, I've also sent a CD to your office)

All other terms and conditions remain unchanged.

Authorized Representative Robert Hamburger

Environmental Site Liability Insurance

Endorsement

Policy Period	November 3, 2008 *To* November 3, 2018
Effective Date	November 3, 2008
Policy Number	3731-2712
Insured	CITY OF EMERYVILLE REDEVELOPMENT AGENCY
Name of Company	Chubb Custom Insurance Company
Date Issued	May 5, 2009

This Endorsement applies to the following forms:

Environmental Site Liability Insurance

It is hereby agreed that the following is added to Section I., Coverage, paragraph 3., Exclusions:

3. Exclusions

Failure To Maintain Institutional Controls

Arising from the failure to maintain the institutional controls or deed restrictions at the **insured site(s)** as specifically set forth in the documents listed in the schedule below.

Document Schedule

Final Feasibility Study and Remedial Action Plan Site B Project Area, prepared by EKI, dated March 2008

All other terms and conditions remain unchanged.

Authorized Representative Robert Hamburger

Environmental Site Liability Insurance

Endorsement

Policy Period	November 3, 2008 *To* November 3, 2018
Effective Date	November 3, 2008
Policy Number	3731-2712
Insured	CITY OF EMERYVILLE REDEVELOPMENT AGENCY
Name of Company	Chubb Custom Insurance Company
Date Issued	May 5, 2009

This Endorsement applies to the following forms:

Environmental Site Liability Insurance

It is hereby agreed that the following is added to Section I., Coverage, Paragraph 3. Exclusions:

3. Exclusions

Identified Contaminant

Arising from the following Schedule of Contaminants and their degradation products at the **insured site(s)**.

Schedule

List Contaminants (includes any breakdown products, additives or derivatives) :

Shall apply to all remediation costs for TPH, TEPH, Metals, CVOCs, VOCs and Hydrogen Sulfide

- This exclusion may be amended upon the receipt, satisfactory review and approval by the Company, which approval will not be unreasonably withheld, delayed, or conditioned, of correspondence from the governmental entity responsible for the supervision of remediation for such Identified Contaminant, indicating that no further remedial action is required or that the remediation of the insured site is complete within the meaning of California Health and Safety Code Section 33459.3. The Company acknowledges that either determination may be made in phases, such that remediation of soils at the insured site may be completed to the governmental entity's satisfaction before the remediation of groundwater. In the event that the governmental entity responsible for the supervision of remediation at the insured site makes such a phase-related closure determination, the Company will promptly consider approval of a modification to this exclusion for the portion of the insured site addressed in such phase-related closure determination, and the Company's approval of such modification to this exclusion will not be unreasonably withheld, delayed, or conditioned.

All other terms and conditions remain unchanged.

Authorized Representative Robert Hamburger

Environmental Site Liability Insurance

Endorsement

Policy Period	November 3, 2008	*To*	November 3, 2018
Effective Date	November 3, 2008		
Policy Number	3731-2712		
Insured	CITY OF EMERYVILLE REDEVELOPMENT AGENCY		
Name of Company	Chubb Custom Insurance Company		
Date Issued	May 5, 2009		

This Endorsement applies to the following forms:

Environmental Site Liability Insurance

It is hereby agreed that for purposes of Section I. Coverage, paragraph 3. Exclusions, sub-paragraph B. Contractual Liability, the following contracts are hereby scheduled to the policy:

Insured Contracts:

THIS SETTLEMENT, PURCHASE AND SALE.AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered as of September 20, 2006 ("Effective Date") by and between the EMERYVILLE REDEVELOPMENT AGENCY, a public body, corporate and politic ("Buyer" or "Agency"), and Seller. "Seller" as used herein means, individually and collectively: MARY LOU ADAM ("Mary Lou") as trustee of both (a) Trust A u/t/o the Adam Family Trust dated October 10, 1977 and restated on October 14, 2003 ("Family Trust") and (b) the Adam Family Trust, Survivor's Share ("Survivor's Trust"), CHRISTOPHER D. ADAM, a married man as his sole and separate property ("Christopher") and HILARY A. JACKSON, a married woman as her sole and separate property ("Hilary"). Mary Lou as Trustee of the Family Trust and as Trustee of the Survivor's Trust is individually and collectively referred to herein as the "Trust." "Spur Owners" as used herein means, individually and collectively, Mary Lou as Trustee of the Survivor's Trust, Christopher, and Hilary. Buyer and Seller are referred to herein collectively as the "parties" and individually as a "party".

THIS SETTLEMENT, PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered as of October 12, 2006 ("Effective Date") by and between C AND S ENTERPRISES, INC., a California corporation ("Seller") and the EMERYVILLE REDEVELOPMENT AGENCY, a public body, corporate and politic ("Buyer" or "Agency"). Buyer and Seller are collectively referred to herein as the "parties" and individually as a "party."

All other terms and conditions remain unchanged.

Authorized Representative Robert Hamburger

Environmental Site Liability Insurance

Endorsement

Insured Vs. Insured Endt

Policy Period	November 3, 2008	*To*	November 3, 2018
Effective Date	November 3, 2008		
Policy Number	3731-2712		
Insured	CITY OF EMERYVILLE REDEVELOPMENT AGENCY		
Name of Company	Chubb Custom Insurance Company		
Date Issued	May 5, 2009		

This Endorsement applies to the following forms:

Environmental Site Liability Insurance

It is hereby agreed that Section I., Item 3. Exclusions , E. Insured vs. Insured is removed in its entirety and replaced with the following:

E. Insured vs. Insured

Arising from a **claim** by an **insured** against any other person or entity who is also an **insured** under this insurance.

This exclusion does not apply to (1) a claim initiated by a third party, (2) a claim for equitable indemnity by one insured against another insured where such equitable indemnity claim arises out of a claim initiated by a third party, (3) a claim for equitable allocation of fault by one insured against another insured where such equitable allocation of fault claim arises out of a claim initiated by a third party, or (4) a claim that arises out of an indemnification given by one **named insured** to another **named insured** in a contract or agreement that is described in an "Insured Contract Endorsement," if we attach such an endorsement to this policy.

All other terms and conditions remain unchanged.

Authorized Representative Robert Hamburger

Environmental Site Liability Insurance

Endorsement

Policy Period	November 3, 2008 *To* November 3, 2018
Effective Date	November 3, 2008
Policy Number	3731-2712
Insured	CITY OF EMERYVILLE REDEVELOPMENT AGENCY
Name of Company	Chubb Custom Insurance Company
Date Issued	May 5, 2009

This Endorsement applies to the following forms:

Environmental Site Liability Insurance

It is hereby agreed that the following is added to Section I. Coverage, paragraph 3., Exclusions:

3. Exclusions

Material Change In Use

Arising from a material change in use of the **insured site**.

This exclusion does not apply to the uses listed in the Schedule below:

Schedule

Development and operations of a mixed use residential/commercial project.

All other terms and conditions remain unchanged.

Authorized Representative Robert Hamburger

Environmental Site Liability Insurance

Endorsement

Policy Period	November 3, 2008	*To*	November 3, 2018
Effective Date	November 3, 2008		
Policy Number	3731-2712		
Insured	CITY OF EMERYVILLE REDEVELOPMENT AGENCY		
Name of Company	Chubb Custom Insurance Company		
Date Issued	May 5, 2009		

This Endorsement applies to the following forms:

Environmental Site Liability Insurance

It is hereby agreed that the following is added to Section 1, Paragraph 3. Exclusions:

Mold

Based upon or arising out of any mildew, mold or other fungi, or their mycotoxins, spores or other byproducts, which are in any building or other structure.

All other terms and conditions remain unchanged.

Authorized Representative Robert Hamburger

Environmental Site Liability Insurance

Endorsement

Policy Period	November 3, 2008 *To* November 3, 2018
Effective Date	November 3, 2008
Policy Number	3731-2712
Insured	CITY OF EMERYVILLE REDEVELOPMENT AGENCY
Name of Company	Chubb Custom Insurance Company
Date Issued	May 5, 2009

This Endorsement applies to the following forms:

Environmental Site Liability Insurance

It is hereby agreed that for purposes of Section VI., Definitions, paragraph 21., Non-Owned Locations, the following non-owned location(s) is/are hereby scheduled to the policy:

Non-Owned Location(s):

Allied Waste - Keller Canyon Disposal Facility, 901 Bailey Road, Pittsburg, California, 94565
(925) 625-4711 (contact: Marc Eremian, 800-204-4242)

Allied Waste - Forward Inc. Landfill, 1145 W. Charter Way, Stockton, California 95206
(contact: Marc Eremian, 800-204-4242)

Waste Management, Inc. - Kettleman Hills Facility, 35251 Old Skyline Road, Kettleman City, California
(559) 386-9711 (contact: Brian Mansfield, 916-439-2577)

Seaport Environmental, 700 Seaport Blvd., Redwood City, California 94063, (650) 364-1024

East Bay Municipal Utilities District Wastewater Treatment Plant, 2020 Wake Avenue, Oakland, California 94607
(866) 403-2683

All other terms and conditions remain unchanged.

Authorized Representative Robert Hamburger

Environmental Site Liability Insurance

Endorsement

Policy Period	November 3, 2008	*To*	November 3, 2018
Effective Date	November 3, 2008		
Policy Number	3731-2712		
Insured	CITY OF EMERYVILLE REDEVELOPMENT AGENCY		
Name of Company	Chubb Custom Insurance Company		
Date Issued	May 5, 2009		

This Endorsement applies to the following forms:

Environmental Site Liability Insurance

It is hereby agreed that Section II., Duties Of The Insured In The Event Of A Claim, Pollution Incident Or Business Interruption, paragraph 2., Reporting A Potential Claim is hereby deleted in its entirety.

All other terms and conditions remain unchanged.

Authorized Representative Robert Hamburger

Environmental Site Liability Insurance

Endorsement

Policy Period	November 3, 2008 *To* November 3, 2018
Effective Date	November 3, 2008
Policy Number	3731-2712
Insured	CITY OF EMERYVILLE REDEVELOPMENT AGENCY
Name of Company	Chubb Custom Insurance Company
Date Issued	May 5, 2009

This Endorsement applies to the following forms:

Environmental Site Liability Insurance

It is hereby agreed that for purposes of Item 5. of the Declarations, the following is (are) an **insured site**(s):

Insured Site and Address(es)

1. 1525 Powell Street
2. Former Rail Spur 1535 Powell Street
3. 5760 Shellmound Street
4. 5770 Shellmound Street

The Legal Descriptions for the above sites are attached.

All other terms and conditions remain unchanged.

Authorized Representative Robert Hamburger

Environmental Site Liability Insurance

Endorsement

Policy Period	November 3, 2008	*To*	November 3, 2018
Effective Date	November 3, 2008		
Policy Number	3731-2712		
Insured	CITY OF EMERYVILLE REDEVELOPMENT AGENCY		
Name of Company	Chubb Custom Insurance Company		
Date Issued	May 5, 2009		

This Endorsement applies to the following forms:

Environmental Site Liability Insurance

Schedule of Named Insureds

It is hereby agreed that the entity(ies) shown in the Schedule is(are) included as **Named Insured(s)** under this policy.

Schedule of Entity(ies):

City of Emeryville

All other terms and conditions remain unchanged.

Authorized Representative Robert Hamburger

IMPORTANT NOTICE TO POLICYHOLDERS
TERRORISM RISK INSURANCE ACT

This Important Notice is being provided with your policy to further satisfy the disclosure requirements of the Terrorism Risk Insurance Act.

At the time you received the written offer for this policy, we provided you with an Important Notice to Policyholders indicating that the insurance provided in your policy for losses caused by certain acts of terrorism (as defined in the Terrorism Risk Insurance Act) would be partially reimbursed by the United States of America, pursuant to the formula set forth in the Terrorism Risk Insurance Act. In addition, as required by the Terrorism Risk Insurance Act, we:

- indicated that we would make available insurance for such losses in the same manner as we provide insurance for other types of losses;
- specified the premium we would charge, if any, for providing such insurance; and
- except to the extent prohibited by law, gave you the opportunity to reject such insurance and have a terrorism exclusion, sublimit or other limitation included in your policy.

This Important Notice refers back to that Important Notice and provides information about your decision and the manner in which your policy has been subsequently modified.

If:

- You rejected terrorism insurance under the Terrorism Risk Insurance Act, your policy includes the appropriate amendatory endorsement(s).
- You did not reject terrorism insurance under the Terrorism Risk Insurance Act, the premium charged for your policy, including that portion applicable to terrorism insurance under the Terrorism Risk Insurance Act, is shown in your policy. To the extent your policy includes a limitation on terrorism insurance, it has been modified so that such limitation does not apply to terrorism insurance under the Terrorism Risk Insurance Act.

Please carefully review your policy and the Important Notice previously provided to you for further details. Please remember that only the terms of your policy establish the scope of your insurance protection.

Please note that if your policy:

- ***provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium we charge for terrorism insurance under the Terrorism Risk Insurance Act, includes an amount attributable to the insurance provided pursuant to that standard fire policy. Rejection of such statutory insurance is legally prohibited.***
- ***is a workers compensation policy, rejection of insurance for terrorism is legally prohibited.***

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Environmental Site Liability Insurance

Endorsement

Policy Period	November 3, 2008	*To*	November 3, 2018
Effective Date	November 3, 2008		
Policy Number	3731-2712		
Insured	CITY OF EMERYVILLE REDEVELOPMENT AGENCY		
Name of Company	Chubb Custom Insurance Company		
Date Issued	May 5, 2009		

This Endorsement applies to the following forms:

Environmental Site Liability Insurance

It is hereby agreed that the following is added to Section 1, Paragraph 3. Exclusions:

3. Exclusions

Terrorism

Arising out of **terrorism**, regardless of whether this insurance would otherwise apply to all or part of any such **loss** or **business interruption expense** in the absence of any such **terrorism**.

For purposes of this endorsement, the following is added to Section VI. Definitions:

Section VI. Definitions

Terrorism

Terrorism means any actual or attempted malicious or violent act by any person, group, organization or government (whether de jure or de facto):

A. declared by any governmental authority (whether de jure or de facto) to be or to involve terrorism or terroristic conduct;

B. which has the effect of:

1. influencing, intimidating or coercing any government (whether de jure or de facto);
2. causing fear among a general population; or
3. disrupting any segment of any economy; or

C. in any way designed to:

1. retaliate against a government (whether de jure or de facto);
2. influence, intimidate or coerce any government (whether de jure or de facto);
3. cause fear among a general population; or
4. disrupt any segment of any economy.

All other terms and conditions remain unchanged.

Authorized Representative Robert Hamburger

IMPORTANT NOTICE TO POLICYHOLDERS

This Important Notice is not your policy. Please read your policy carefully to determine your rights, duties, and what is and what is not covered. Only the provisions of your policy determine the scope of your insurance protection.

THIS IMPORTANT NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS.

PLEASE READ THIS NOTICE CAREFULLY.

Various trade or economic sanctions and other laws or regulations prohibit us from providing insurance in certain circumstances. For example, the United States Treasury Department's Office of Foreign Asset Control (OFAC) administers and enforces economic and trade sanctions and places restrictions on transactions with foreign agents, front organizations, terrorists, terrorists organizations, and narcotic traffickers. OFAC acts pursuant to Executive Orders of the President of the United States and specific legislation, to impose controls on transactions and freeze foreign assets under United States jurisdiction. (To learn more about OFAC, please refer to the United States Treasury's web site at http://www.treas.gov/ofac.)

To the extent that you or any other insured, or any person or entity claiming the benefits of this insurance has violated any applicable sanction laws, this insurance will not apply.

Policy Conditions

Endorsement

Policy Period	November 3, 2008 *To* November 3, 2018
Effective Date	November 3, 2008
Policy Number	3731-2712
Insured	CITY OF EMERYVILLE REDEVELOPMENT AGENCY
Name of Company	Chubb Custom Insurance Company
Date Issued	May 5, 2009

This Endorsement applies to the following forms:

Environmental Site Liability Policy Form Number 70-02-0501
Contractors Pollution Liability (Occurrence) Policy Form Number 70-02-0901
Contractors Pollution Liability (Claims Made) Policy Form Number 70-02-0902

The following Condition is added:

Conditions

Compliance With Applicable Trade Sanction Laws

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

All other terms and conditions remain unchanged.

Authorized Representative Robert Hamburger

POLICYHOLDER NOTICE

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter "Chubb") distribute their products through licensed insurance brokers and agents ("producers"). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at www.chubb.com, or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.

Endorsement

Policy Period	November 3, 2008 To November 3, 2018
Effective Date	November 3, 2008
Policy Number	3731-2712
Insured	CITY OF EMERYVILLE REDEVELOPMENT AGENCY
Name of Company	CHUBB CUSTOM INSURANCE COMPANY
Date Issued	May 5, 2009

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Service Of Suit Conditions

UNDER CONDITIONS, THE FOLLOWING CONDITION IS ADDED:

In the event we fail to pay any amount claimed to be due under this insurance at your request we will submit to the jurisdiction of a court of competent jurisdiction within the United States of America. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States or to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

Service of process in such suit may be made upon President, Chubb Custom Insurance Company, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615, or his/her nominee.

The above named is authorized and directed to accept service of process on our behalf in any such suit and/or upon the request to give you a written undertaking that we will enter a general appearance in the event such a suit shall be instituted.

In accordance with any statute of any state, territory or district of the United States of America, which makes provision therefore, we designate the Superintendent, Commissioner or Director of Insurance, Secretary of State or other officer or officers specified for that purpose in the statute or his or their successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on your behalf or the behalf of any beneficiary arising out of this contract of insurance, and hereby designate President, Chubb Custom Insurance Company or his/her nominee, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions remain unchanged.

Authorized Representative Robert Hamburger

IMPLEMENTATION PLAN
EMERYVILLE REDEVELOPMENT PROJECT NO. 1

PREPARED FOR:

EMERYVILLE REDEVELOPMENT AGENCY

PREPARED BY:

KEYSER MARSTON ASSOCIATES, INC.

NOVEMBER 1994

Implementation Plan
Emeryville Redevelopment Project No. 1

Prepared for:

Emeryville Redevelopment Agency

November 1994

KEYSER MARSTON ASSOCIATES, INC.

Golden Gateway Commons
55 Pacific Avenue Mall
San Francisco, California 94111

500 South Grand Avenue, Suite 1400
Los Angeles, California 90071

12555 High Bluff Drive, Suite 160
San Diego, California 92130

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I. INTRODUCTION

This implementation plan for the Emeryville Redevelopment Project No. 1 (1976 Project Area) has been prepared by Keyser Marston Associates, Inc. (KMA) for the City of Emeryville Redevelopment Agency. The implementation plan is being prepared and adopted in accordance with the recently enacted AB 1290 legislation. The key requirements of the legislation which this implementation plan addresses are:

- A description of the Agency's specific housing and non-housing related goals and objectives for the project area, including specific programs, possible projects and, expenditures for the next five years.

- A description of how these goals, objectives, programs and expenditures will alleviate blight.

- A description of how these goals, objectives, programs and expenditures will implement the low and moderate income housing set-aside and housing production requirements of the law, including an annual housing program.

The Housing Compliance and Implementation Plan, January 1995 to January 2005 covering the AB 315 production compliance plan and Housing Set-Aside Fund Resources and Expenditures is being submitted under separate cover.

This implementation plan must be adopted by December 31, 1994 and after a noticed public hearing. The law requires that the plan be reviewed in a public hearing, and by inference amended if desirable, between two and three years after adoption. A new plan is required every five years.

II. PURPOSE AND TERM OF THE IMPLEMENTATION PLAN

The implementation plan has been prepared in response to the requirements of AB 1290: the California Redevelopment Law Reform Act of 1993. Effective as of January 1, 1994, AB 1290 amends or deletes significant portions of the Health and Safety Code which regulates redevelopment activities in California. Included in the regulation is the requirement that an implementation plan be prepared for all project areas every five years. This plan is intended to fulfill that requirement, to serve as a multi-year planning vehicle for projects in the Emeryville Redevelopment Project No. 1 (1976 Project Area), and to articulate the link between the projects undertaken and the alleviation of blight in the Project Area. The plan is a policy document, meant to guide the implementation of the plan, but also allow sufficient flexibility for the Agency to respond to specific redevelopment opportunities as they arise.

This implementation plan shall become effective immediately following its adoption by the Agency and shall terminate in the year 2000.

III. PROJECT AREA DESCRIPTIONS AND BLIGHTING CONDITIONS

The Emeryville Redevelopment Plan for Project No. 1 (1976 Project Area) was adopted in July 1976. The Project Area is comprised of four subareas totaling approximately 503 acres. Subarea 1 is an older residential community; Subareas 2 and 3 are industrial in nature and include the most underutilized portion of the industrial community; Subarea 4 is the newest section of the City and includes the bayfront properties. The boundaries of the total Project Area are shown on Map 1 and a summary profile of the area is shown on Table 1.

Subareas 1 to 3 shared similar blight characteristics, such as inadequate open space and recreational facilities; aged, obsolete, deteriorated or dilapidated properties; economic dislocation resulting from faulty planning; inadequate public improvements, and evidence of social and economic maladjustments. Subarea 4 required the utilization of the redevelopment process to preserve the natural amenities and to provide improvements to enhance public access. Many of the blight conditions which existed at the time of adoption still are prevalent today, as described in more details below:

1. At the time of the plan adoption, the Project Area generally lacked recreational and open space facilities. Access to the bayfront was very limited and there was no active park or recreational use open to the general public. Although some parks have been built since plan adoption, open spaces are still very limited in the Project Area.

2. There still has been a lack of new development in some parts of the Project Area since the time of plan adoption. Residential structures — particularly in the area west of San Pablo — continue to exhibit advanced stages of deterioration. In the area east of San Pablo, new public street improvements are needed. Uses are sometimes incompatible, i.e., with commercial uses interspersed among residential and industrial uses.

3. The Project Area still evidences the historic lack of land use control. The pervasive pattern is that of industrial uses intruding into existing neighborhoods and commercial establishments along major arterials and throughout the community. Conversely, retail and office uses are expanding as infills in industrial areas. This growth pattern results in the lack of appropriately-sized parcels with the necessary amenities to support commercial development and lots that are poorly laid out for access and local circulation.

4. Portions of the Project Area require street, sidewalk and utility work. The current circulation system in place is unable to accommodate the increased volumes anticipated as a result of redevelopment activities. In addition, industrial traffic is using residential streets as a means of ingress and egress, thus negatively affecting the residential environment in the area. Conversely, in many instances, the industrial area lacks environmental amenities such as pedestrian sidewalks.

   Although the City's historical industrial base is expected to remain viable in the future, a majority of the industrial facilities are reaching general economic obsolescence: as users move out, these older and aged facilities cannot compete with properties elsewhere. Also, the lack of safe pedestrian rights-of-way and parking often limits the potential reuse of these older industrial facilities by commercial or smaller light industrial users.

Blight Targeted for Mitigation Over the Next Five Years

In addition to the general blight conditions described above, some specific conditions that the Redevelopment Agency plans to address in the next five years include:

- Land that is generally contaminated and requires regulatory oversight prior to clean-up as well as the clean-up itself. Examples include sections of the South Bayfront and properties along Hollis Street where the redevelopment potential is impeded by the financial burden of required remediation.

- Warehouse buildings that are located from lot-line to lot-line creating circumstances where buildings may need to be partially demolished in order to provide adequate parking in conformance with current zoning codes. Examples are buildings along Hollis Street near Powell Street.

- Unreinforced masonry construction buildings that remain in evidence creating potential seismic hazards, such as buildings along Powell Street.

- Railroad spurs which exist throughout the area, impeding street improvement programs and bisecting potential development parcels. Railroad spur relocations are needed to move the line that bisects the Chiron project site and the line that impedes the connection of Horton and Landregan Streets.

- Many of the old manufacturing activities have provided the City with substantial use tax income as well as jobs, but as some of these activities either relocate out of Emeryville or downsize, there is a need to replace both the tax base and the lost jobs.

- As the City transitions from the older industrial base into new activities, there is increased strain placed on the aging infrastructure, particularly the streets and sewer systems. The Bay/Shellmound Streets project needs to be completed, the San Pablo Avenue upgrading has yet to be implemented, and Horton and Landregan Streets need to be connected.

- The addition of significant new retail development has generated increased needs for upgrading the public safety facilities.

- The potential to lose small scale manufacturing and other small businesses as new development occurs, requiring programs to retain and assist them in continuing to successfully operate in Emeryville.

- A number of significant older industrial sites that continue to remain vacant, underutilized, or improved with dilapidated and obsolete buildings. Specific locations in this Redevelopment Project Area targeted for redevelopment or rehabilitation include the Chiron expansion properties, and properties near the Amtrak station.

- Older commercial corridors, such as along San Pablo Avenue that are in a state of physical deterioration and contain buildings that are physically and economically obsolete. There is also a high incidence of crime and other social problems in these areas.

Table 2 summarizes the existing blight conditions in the Project Area at the time of plan adoption and according to the new blight standards adopted under AB 1290 (current law). The current blight standards include additional criteria, such as the presence of hazardous or toxic materials, as eligible blight conditions under Redevelopment Law. In addition, other conditions have become qualified as blight according to the new law, such as: crime — particularly along San Pablo Avenue and the presence of toxic contaminants. They do not necessarily imply a worsening of conditions in the Project Area since the adoption of AB 1290. These are not new conditions; they are only newly qualified.

MAP 1
EMERYVILLE REDEVELOPMENT PROJECT NO. 1
BOUNDARIES OF PROJECT AREA

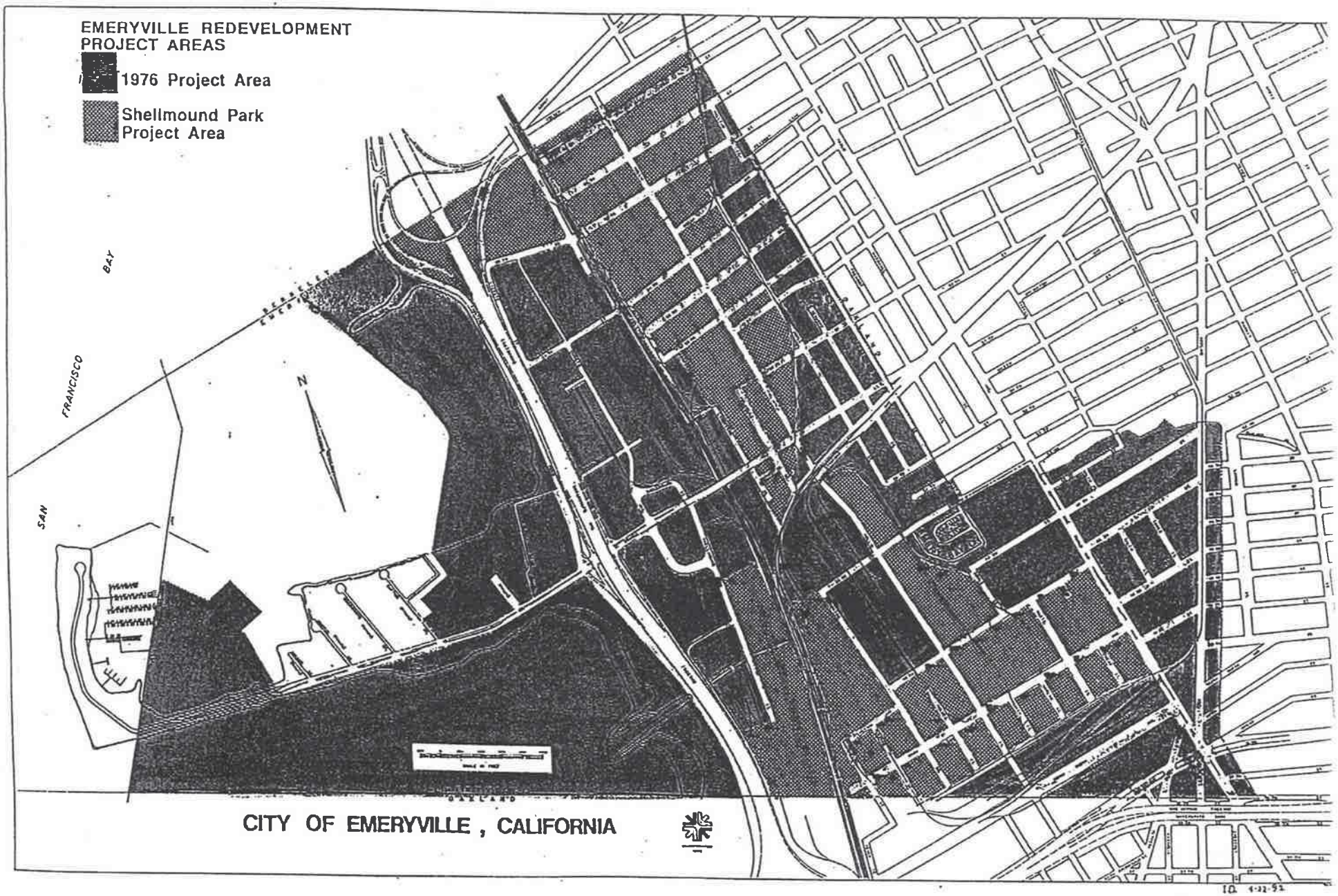


TABLE 1
EMERYVILLE REDEVELOPMENT PROJECT NO. 1 (1976 PROJECT AREA)
PROJECT AREA PROFILE

	Total Project Area
Date Adopted	1976
Land Area	503 Acres ±
Land Use (At adoption)	(1,080 Ac. Including Water)
Developed Land	478 Acres
Vacant Land	25 Acres
Term Limit	40 Years
Deadline for Redevelopment Activities	2016
Tax Increment Limit	$942.6 M
Deadline to Receive Tax Increment	2026
Deadline for Incurring Debt	2004

Source: Keyser Marston Associates, Inc.

October 1994

TABLE 2
EMERYVILLE REDEVELOPMENT PROJECT NO. 1 (1976 PROJECT AREA)
SUMMARY OF BLIGHT CONDITIONS
(As Applicable to Blight Conditions)

	Project No. 1
BLIGHT CONDITIONS — LAW AT TIME OF PLAN ADOPTION	
Defective design and character of physical construction	X
Faulty interior arrangement and exterior spacing	X
High density of population and overcrowding	
Inadequate provision for ventilation, light sanitation, open spaces and recreation facilities	X
Age, obsolescence, deterioration, dilapidation, mixed character, or shifting of uses	X
Economic dislocation, deterioration, or disuse resulting from faulty planning	X
Subdivided lots of irregular form and shape and inadequate size for proper usefulness and development that are in multiple ownership	X
Inadequate public improvements, public facilities, open spaces, and utilities which cannot be remedied by private or governmental action without redevelopment	X
Prevalence of depreciated values, impaired investments, and social and economic maladjustment	X
Existence of lots or areas submerged by water	X
BLIGHT CONDITIONS — CURRENT LAW	
Buildings in which it is unsafe or unhealthy for persons to live or work (serious bldg. code violations, dilapidation and deterioration, defective design or physical construction, faulty or inadequate utilities, or other)	X
Substantially hindered economically viable use or capacity of buildings or lots (substandard design, inadequate size given present standards or market conditions, lack of parking, or other)	X
Incompatible adjacent or nearby uses which prevent economic development	X
Subdivided lots of irregular form and shape and inadequate size for proper usefulness and development that are in multiple ownership	X
Inadequate public improvements, public facilities, open spaces, and utilities which cannot be remedied by private or governmental action without redevelopment	X
Depreciated or stagnant property values or impaired investments, incl. properties containing hazardous wastes that require the use of agency authority	X
Abnormally high business vacancies, abnormally low lease rates, high turnover rates, abandoned buildings, or excessive vacant lots within an area developed for urban use and served by utilities	X

TABLE 2 (continued)
EMERYVILLE REDEVELOPMENT PROJECT NO. 1 (1976 PROJECT AREA)
SUMMARY OF BLIGHT CONDITIONS

Lack of necessary commercial facilities normally found in neighborhoods, including grocery and drug stores and banks	X
Residential overcrowding or excess of bars, liquor stores and other adult businesses	
High crime rate that constitutes a serious threat to the public safety and welfare	X

Source: Keyser Marston Associates, Inc.

October 1994

IV. PROJECT AREA GOALS AND OBJECTIVES

The goals and objectives from the City's General Plan applicable to the Project Area as cited in the adoption documents include the following:

1. Establish a pattern of land uses throughout the City in an efficient and harmonious manner which reflects the desires of the community.

2. Develop an efficient circulation system providing the movement of persons and goods within Emeryville and to the region. The success of the land use pattern will depend in large measure on the efficiency of the circulation system. The Agency will be working cooperatively with mass transit providers in Alameda County in this effort.

3. Provide for the orderly development, recycling, and renewal of commercial and industrial activities maintaining the City as a regional employment center and providing a broad tax base. A healthy community must recognize its resources and respond to regional needs and objectives, yet keep in balance its public facility investment such as circulation, schools, etc.

4. Develop a residential community of great beauty and amenity establishing Emeryville as a desirable place to live. The City must consider the desirability of upgrading the existing residential area and establishing new residential communities which can benefit the entire population.

5. Provide high standard educational, recreational and other public and private facilities necessary to meet community needs. A desirable environment must include a full range of community facilities such as churches, medical facilities, community center, library, etc.

6. Provide for the development of the waterfront district according to sound environmental principles and responsible planning agency philosophy.

Agency Goals and Objectives for the Next Five Years

The more specific goals and objectives that the Agency has for the 1995 to 2000 time frame are:

- To increase the supply of affordable housing in Emeryville through new construction and rehabilitation of existing structures (see Housing Compliance and Implementation Plan document) and to upgrade the

residential environment through development of more neighborhood serving commercial uses and services, open space, transportation and other public services.

- To improve transportation and circulation within Emeryville through street construction and upgrading programs, implementation of a transit shuttle, and measures to improve pedestrian movements and the pedestrian environment. Included within this goal is development of more transit and pedestrian oriented development near transportation hubs such as the Amtrak station.

- To continue the program of toxic remediation throughout the project area on both publicly owned properties and through assistance to private property owners.

- To continue to diversify the City's economic base through redevelopment of older industrial properties to new uses that generate both jobs for the future and tax revenues to the City.

- To redevelop the vacant and underutilized properties within the City into productive new uses that implement other goals. The large properties are a particular priority.

- To assist businesses currently in Emeryville in meeting their needs to remain in Emeryville. Included within this goal is retention of small manufacturers and other business as well as newer businesses that have expansion needs if they are to remain in Emeryville.

- To assist in the rehabilitation, seismic upgrading, and other type improvements to existing dilapidated, obsolete, or structurally unsound buildings.

- To revitalize the San Pablo Avenue corridor commercial area. Revitalization efforts should be comprehensive including: redevelopment of vacant or underutilized parcels, rehabilitation of existing structures, public improvements (such as sidewalks, benches, etc.) and services to existing businesses.

- To continue to replace and upgrade the aging infrastructure such as storm drains.

V. PROGRAMS, PROJECTS AND EXPENDITURES

To achieve the goals and objectives, the Agency has identified a number of programs and projects which are ongoing or which may be implemented during the five year period of the subject implementation plan. A number of these programs are dependent upon the response by the private sector to Agency initiatives. Other program elements may be dependent upon funding sources not under Agency control, subsequent environmental assessment, and other factors. Some projects may also be unfunded at this time. The Agency will allocate its actual resources among those programs depending upon conditions in place at the time of implementation. Programs identified include the following:

- *Transportation Improvements* - the construction of new streets, pedestrian crossings, street/intersection improvements, pedestrian/bicycle corridors, resurfacing of streets, sidewalk reconstruction, and city-wide shuttle. These improvements may include capital improvement projects for which funding has not been identified.

- *Storm Drain Reconstruction* - the reconstruction of the City's storm drain system.

- *City Facilities Improvements* - the building of new facilities, acquisition of land for new facilities, rehabilitation of municipal facilities of underground storage tanks.

- *Economic Development Projects and Programs* - projects that assist in the redevelopment of commercial, industrial and mixed use projects. Includes business attraction and retention, removal of blighted properties, and land assembly, or other forms of Agency assistance as required. Potential projects include Chiron, the Regional Retail Mall, and Westinghouse.

- *Administrative and Planning Programs* - which includes feasibility and planning studies, redevelopment plan amendments, and other administrative and planning activities necessary to implement the redevelopment plans.

Table 3 lists for each program and project which is ongoing or which may be implemented during the five-year period, the total amount of Agency funds allocated to the program. These funds are comprised of bonds and tax increment revenues to the Agency net of the 20% housing set-aside. The estimated total amount available for ongoing and proposed programs and projects in Redevelopment Project Area No. 1 over the next five years is approximately $14.2 million.

Other projects in addition to those identified may be pursued in the implementation of the programs identified. In all cases, the Agency will only undertake those projects which are feasible given the resources at the time; there is no commitment to undertake projects beyond the resources of the Agency. It is anticipated that the Agency will periodically review the above proposed programs, projects and expenditures, and based upon its priorities and resources available at that time, amend the subject implementation plan as necessary.

In addition to these programs, the Agency will incur debt service payments on pre-existing obligations. Such expenditures are in addition to the programmatic expenditures shown on Table 3.

TABLE 3
EMERYVILLE REDEVELOPMENT PROJECT NO. 1 (1976)
PROPOSED PROGRAM and PROJECT EXPENDITURES OVER FIVE YEARS

Project/Program		Estimated Expenditure (Over 5 Years)
I.	Transportation Improvements, such as	$6.1 M±
	Street Improvements Railroad Spur Acquisition and Relocation Powell/Hollis Streets Intersection Upgrade Pedestrian Overcrossing at Amtrak Sidewalk Reconstruction City Shuttle Other Capital Improvements - Extension of Doyle and Landregan Streets and Stanford Avenue - Pedestrian Crossing at 53rd - 65th Street Overhead - 64th Street Emergency Crossing - Undergrounding of Utilities	
II.	Storm Drain Reconstruction, such as	(As Available)
	Storm Drain Repair and Replacement	
III.	City Facilities Improvements, such as	$3.3 M±
	Veterans Building/Senior Center Replacement of Underground Gasoline Fuel Tanks	
IV.	Economic Development Projects and Programs, such as	$4.6 M±
	San Pablo Avenue Revitalization Program[1] Business Retention Program[1] Other Land Assemblage and Development Program[1] Graffiti Abatement Program[1] Emeryville Job Work Program[1] Commercial Rehab Program[1] Off-Street Parking Program Potential Redevelopment Projects - Chiron - Regional Retail Mall - Westinghouse Property	
V.	Administrative and Planning	$ .2 M±
ESTIMATED TOTAL OVER 5 YEARS		$14.2 M±

[1] Ongoing programs.

Source: Keyser Marston Associates, Inc.

October 1994

VI. LINKAGE WITH BLIGHT

The linkage between the programs and project expenditures for the 1976 Project Area as summarized in Table 3 and mitigation of the blight targeted for the five-year period is outlined below:

- **Transportation Improvements**

  - The street improvements programmed for completion will relieve the strain on aging and inadequate street system within the City. These improvements will facilitate the transition from the older industrial base to new activities and will enable the redevelopment of significant vacant and underutilized industrial properties to new uses.

  - The railroad spur acquisition program will fund the removal and relocation of rail spurs to enable the street projects to be completed and to vastly improve the potential to redevelop large parcels that are currently bisected by rail spurs.

  - The pedestrian overpass to the Amtrak station, the sidewalk improvements, and the City shuttle to the BART station, will improve pedestrian circulation and enable the City to implement the goal of a more transit and pedestrian oriented type of environment.

  - Other capital improvements includes projects not specifically funded at this time but are a priority if funds become available. These improvements will correct circulation problems in the area and relieve the aging and inadequate street systems existing within the City. These projects will enhance the redevelopment potential of underutilized parcels that they will serve.

- **Storm Drain Reconstruction**

  - Storm drain reconstruction improvements will replace the old and inadequate infrastructure thereby facilitating the transition from old industrial uses to new activities.

- **City Facility Improvements**

  - The Veterans Building Senior Center rehabilitation and seismic upgrading will enhance the safety and utility of the building to the seniors who use

the Center. The upgrading will continue to improve the residential environment for seniors.

- Replacement of underground gasoline fuel tanks is needed to minimize contamination hazards.

- **Economic Development Projects and Programs**

  - The San Pablo Avenue Revitalization Program will improve conditions along San Pablo Avenue through a construction program for new curbs, gutters, crosswalks, pedestrian lighting, benches, and street furniture. It will be reinforced by other programs such as the Commercial Rehabilitation Program and the Business Retention Program. With revitalization of San Pablo Avenue, the incidence of crime and other social problems will likely be reduced.

  - The Business Retention Program will provide services and act as a conduit for other forms of redevelopment assistance to counter the trend of small scale manufacturing and small businesses leaving Emeryville.

  - The Land Assemblage and Development Program refers to a program to assist property owners with parcel assembly as necessary to correct problems such as that of warehouses located on lot lines without space for adequate parking, and that of businesses needing to expand in order to remain in Emeryville. Also included in this program is assistance with toxic oversight or remediation if needed, to mitigate the widespread toxics conditions in the City.

  - Graffiti Abatement Program will improve the visual quality of the area, thus enhancing the potential to develop more affordable housing and to attract the redevelopment and rehabilitation of underutilized parcels and buildings.

  - Emeryville Job Work Program is a partnership program with the State Employment Development Department to provide a full range of employment services to Emeryville businesses and residents.

  - Commercial Rehab Program is a program of loans to landlords and tenants to rehabilitate dilapidated and functionally obsolete spaces, upgrade structures, and make facade improvements.

  - Off-Street Parking Program will assist in the development of parking lots or structures to make businesses in the area more competitive.

- Potential Redevelopment Projects refers to site specific projects that are in active planning or may become redevelopment opportunities over the five year period. Major projects in active planning in this project area include:

  — The Chiron Project which will allow Chiron to expand its current operation. This expansion will result in the redevelopment of some vacant parcels, and some underutilized, dilapidated, and functionally obsolete structures. It will further the City's goal of diversifying the economy away from old manufacturing uses to the technologies of the 21st century, thereby replacing both jobs and the tax base.

  — The Regional Mall Project is proposed as a retail and mixed use project. The site was formerly occupied by an old steel mill and is currently vacant and underutilized. Redevelopment to the proposed use will help diversify the City's economy, add jobs and tax revenues to the City.

  — The Westinghouse Property is another older industrial and underutilized property suitable for redevelopment. It is located near the AMTRAK station and has the potential for transit oriented mixed-use to further the City's goal of redevelopment to a more transit and pedestrian oriented environment.

Relationship to Blight Conditions - Old Law Criteria and AB 1290

Table 4 summarizes the major programs or project activities anticipated over the next five years for the 1976 Redevelopment Project Area and illustrates how they contribute to the alleviation of the area's blight according to both the criteria at the time of adoption and the new law.

TABLE 4
EMERYVILLE REDEVELOPMENT PROJECT NO. 1
ONGOING AND PROPOSED PROGRAMS OR PROJECTS CONTRIBUTING TO BLIGHT ALLEVIATION

	Transportation Improvements	Storm Drain Reconstruction	City Facilities Improvement	Economic Development
BLIGHT CONDITIONS — LAW AT TIME OF PLAN ADOPTION				
Defective design and character of physical construction				X
Faulty interior arrangement and exterior spacing				X
High density of population and overcrowding				
Inadequate provision for ventilation, light sanitation, open spaces and recreation facilities			X	X
Age, obsolescence, deterioration, dilapidation, mixed character, or shifting of uses				X
Economic dislocation, deterioration, or disuse resulting from faulty planning				X
Subdivided lots of irregular form and shape and inadequate size for proper usefulness and development that are in multiple ownership				X
Inadequate public improvements, public facilities, open spaces, and utilities which cannot be remedied by private or governmental action without redevelopment	X	X	X	X
Prevalence of depreciated values, impaired investments, and social and economic maladjustment				X
Existence of lots or areas submerged by water				
BLIGHT CONDITIONS — CURRENT LAW				
Buildings in which it is unsafe or unhealthy for persons to live or work (serious bldg. code violations, dilapidation and deterioration, defective design or physical construction, faulty or inadequate utilities, or other)				X

TABLE 4 (continued)
EMERYVILLE REDEVELOPMENT PROJECT NO. 1
PROPOSED PROGRAMS OR PROJECTS CONTRIBUTING TO BLIGHT ALLEVIATION

	Transportation Improvements	Storm Drain Reconstruction	City Facilities Improvement	Economic Development
Substantially hindered economically viable use or capacity of buildings or lots (substandard design, inadequate size given present standards or market conditions, lack of parking, or other)				X
Incompatible adjacent or nearby uses which prevent economic development				X
Subdivided lots of irregular form and shape and inadequate size for proper usefulness and development that are in multiple ownership				X
Inadequate public improvements, public facilities, open spaces, and utilities which cannot be remedied by private or governmental action without redevelopment	X	X	X	X
Depreciated or stagnant property values or impaired investments, incl. properties containing hazardous wastes that require the use of agency authority			X	X
Abnormally high business vacancies, abnormally low lease rates, high turnover rates, abandoned buildings, or excessive vacant lots within an area developed for urban use and served by utilities				X
Lack of necessary commercial facilities normally found in neighborhoods, including grocery and drug stores and banks				
Residential overcrowding or excess of bars, liquor stores and other adult businesses				
High crime rate that constitutes a serious threat to the public safety and welfare				

Source: Keyser Marston Associates, Inc.

September 1994

APPENDIX

I. Transportation Improvements

- *Street Improvements* — Due to only minor maintenance of Emeryville's streets in past years, many are in need of upgrading. This program will upgrade each street in need of work and concentrate on those streets that will be subjected to sanitary sewer rehabilitation work.

- *Amtrak* — Construction of a 9,600 square foot building, parking and street improvement and assistance in land acquisition for an Amtrak Station.

- *Railroad Spur Acquisition* — This program will identify and acquire vacated, abandoned railroad spur rights-of-way, or surplus properties, owned by railroad companies for implementation of the City's circulation plan which includes bike paths, pedestrian underways and roads.

- *Pedestrian Overcrossing at Amtrak* — The Circulation Element of the General Plan proposes a pedestrian overcrossing north of Powell Street over the Southern Pacific Railroad Tracks. The proposed pedestrian bridge will comply with Americans with Disabilities Act (ADA) Title II requirements and will also provide access for bicyclists.

- *Sidewalk Reconstruction* — Many of the sidewalks in the City are broken, cracked, narrow, or nonexistent; most are in need of reconstruction or replacement. Under this project, sidewalks will be replaced on a priority basis throughout the City.

- *City Shuttle* — This project will establish a city-wide, jointly funded public/private shuttle linking the City's major employment, retail, and residential areas to the MacArthur BART and Emeryville Amtrak Stations.

- *Other Capital Improvement Projects* — This category includes projects for which funds have not been identified but which, if implemented, may require Agency involvement. These potential projects include the extension of Doyle and Landregan Streets and Stanford Avenue; construction of a 4-lane bridge at 65th Street and an emergency crossing at 64th Street; construction of a pedestrian crossing at 55th Street and undergrounding of utilities.

II. Storm Drain Reconstruction

- *Storm Drain Repair and Replacement* — This project will repair and replace the drainage system in the City.

III. City Facilities Improvement

- *Civic Center Land Acquisition* — Agency will assist in the acquisition of land for a civic center with office, plaza, parking, and housing for employees.

- *Veterans Building/Senior Center* — Although generally sound, the Senior Center/Veterans Building is in need of general rehabilitation and improvements, including, but not limited to, elevator, structural improvement for Code and seismic compliance, handicap accessibility, and minor improvements.

- *Replacement of Underground Gasoline Fuel Tanks* — There are currently three (3) City-owned underground fuel tanks (one (1) tank at Fire Station 1 and two (2) at Fire II/Corporation Yard) which need to be replaced as soon as possible to avoid contamination.

IV. Economic Development

- *San Pablo Avenue Revitalization* — This project will implement the first phase of the Urban Design Plan, which include: new curbs, gutters, crosswalks, pedestrian lighting, benches, and street furniture.

- *Land Assemblage and Development* — This program will provide opportunities for the Redevelopment Agency to purchase or assist in the purchase of properties for immediate development into a higher and better use that will provide a net benefit to the General Fund and assist in the transformation of the general area into a more attractive, economically vital environment.

- *Business Retention* — This program will identify businesses which require fixed asset financing or other business incentives in their location/relocation and/or expansion efforts. Assistance for existing businesses may include renovation of space, assistance in financing tenant improvements, fixtures or equipment, development of "incubator" space, and site location assistance.

- *Graffiti Abatement Program* - Agency to assist in the funding of graffiti removal from existing properties in the Project Area to upgrade the area's image.

- *Emeryville Job Work Program* - This program is targeted at working with the State Employment Development Department in providing employment and training programs to help Emeryville residents with their employment needs, including job assessments, referrals and special counseling.

- *Commercial Rehabilitation* — This program will provide financial assistance too owners or tenants in the rehabilitation of commercial buildings, including physical upgrade and expansion, facade improvements, and substantial rehabilitation.

- *Off-Street Parking* — Agency will assist in the development of a parking surface lot to meet the needs of general retail and office use.

- *Potential Redevelopment Projects* - The Agency may potentially assist in the development of the following proposed projects: Regional Retail Mall, Chiron and the Westinghouse property assuming that these projects obtain the necessary regulatory approvals and are consistent with the redevelopment goals and objectives. Assistance may include bond issuance to provide financing for infrastructure and traffic improvements, land assemblage, etc., as needed by the specific project.

LEGISCAN

Bill Text: CA SB470 | 2013-2014 | Regular Session | Chaptered
California Senate Bill 470

Bill Title: Community development: economic opportunity. [**Track Legislation**]

Status: *(Passed)* 2013-10-08 - Chaptered by Secretary of State. Chapter 659, Statutes of 2013. [SB470 Detail]

Download: California-2013-SB470-Chaptered.html

BILL NUMBER: SB 470 CHAPTERED
BILL TEXT

CHAPTER 659
FILED WITH SECRETARY OF STATE OCTOBER 8, 2013
APPROVED BY GOVERNOR OCTOBER 8, 2013
PASSED THE SENATE SEPTEMBER 12, 2013
PASSED THE ASSEMBLY SEPTEMBER 11, 2013
AMENDED IN ASSEMBLY SEPTEMBER 6, 2013
AMENDED IN ASSEMBLY SEPTEMBER 3, 2013
AMENDED IN ASSEMBLY AUGUST 21, 2013
AMENDED IN ASSEMBLY AUGUST 5, 2013
AMENDED IN SENATE MAY 8, 2013
AMENDED IN SENATE APRIL 9, 2013
AMENDED IN SENATE APRIL 1, 2013

INTRODUCED BY Senator Wright
(Coauthor: Assembly Member Lowenthal)

FEBRUARY 21, 2013

An act to add Part 4 (commencing with Section 52200) to Division 1 of Title 5 of the Government Code, relating to community development.

LEGISLATIVE COUNSEL'S DIGEST

SB 470, Wright. Community development: economic opportunity.

Existing law generally regulates the power of cities, counties, and cities and counties.

This bill would state the intent of the Legislature to promote economic development on a local level so that communities can enact local strategies to increase jobs, create economic opportunity, and generate tax revenue for all levels of government. The bill would define economic opportunity to include certain types of agreements, purposes, and projects, and declare that it is the policy of the state to protect and promote the sound development of economic opportunity in cities and counties, and the general welfare of the inhabitants of those communities through the employment of all appropriate means.

The bill would state that the creation of economic opportunity and the provisions for appropriate continuing land use and construction policies with respect to property acquired, in whole or in part, for economic opportunity constitute public uses and purposes for which public money may be advanced or expended and private property acquired. The bill would provide that before certain returned city, county, or city and county property is sold or leased for development, the sale or lease shall first be approved by the legislative body, as specified. The bill would authorize a city, county, or city and county to establish a program under which it loans funds to owners or tenants for the purpose of rehabilitating commercial buildings or structures and to assist with the financing of facilities or capital equipment as part of an agreement that provides for the development or rehabilitation of property that will be used for industrial or manufacturing purposes, as specified.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Part 4 (commencing with Section 52200) is added to Division 1 of Title 5 of the Government Code, to read:

PART 4. Economic Opportunity

CHAPTER 1. GENERAL PROVISIONS

52200. It is the intent of the Legislature to do all of the following:

(a) Promote economic development on a local level so that communities can enact local strategies to increase jobs, create economic opportunity, and generate tax revenue for all levels of government.

(b) Give local governments tools, at no cost to the state, that allow local governments to use their funds in a manner that promotes economic opportunity.

(c) With the loss of redevelopment funds, cities, counties, and cities and counties need to continue certain powers afforded to redevelopment agencies that were critical to economic development, yet do not have an impact on schools and the state budget.

52200.2. As used in this part "economic opportunity" means any of the following:

(a) Development agreements or other agreements that create, retain, or expand new jobs, in which the legislative body finds that the agreement will create or retain at least one full-time equivalent, permanent job for every thirty-five thousand dollars ($35,000) of city, county, or city and county investment in the project after full capacity and implementation.

(b) Development agreements that increase property tax revenues to all property tax collecting entities, in which the legislative body finds that the agreement will result in an increase of at least 15 percent of total property tax resulting from the project at full implementation when compared to the year prior to the property being acquired by the government entity.

(c) Creation of affordable housing, if a demonstrated affordable housing need exists in the community, as defined in the approved housing element or regional housing needs assessment.

(d) Projects that meet the goals set forth in Chapter 728 of the Statutes of 2008 and have been included in an adopted sustainable communities strategy or alternative planning strategy or a project that specifically implements the goals of those adopted plans.

(e) Transit priority projects, as defined in Section 21155 of the Public Resources Code.

52200.4. It is declared to be the policy of the state:

(a) To protect and promote the sound development of economic opportunity in cities and counties and the general welfare of the inhabitants of those communities through the employment of all appropriate means.

(b) That whenever the creation of economic opportunity in cities and counties cannot be accomplished by private enterprise alone, without public participation and assistance in the acquisition of land, in planning and in the financing of land assembly, in the work of clearance, and in the making of improvements necessary therefor, it is in the public interest to advance or expend public funds for these purposes, and to provide a means by which economic opportunity can be created.

(c) That the creation of economic opportunity and the provisions for appropriate continuing land use and construction policies with respect to property acquired, in whole or in part, for economic opportunity constitute public uses and purposes for which public money may be advanced or expended and private property acquired, and are governmental functions of state concern in the interest of health, safety, and welfare of the people of the state and cities and counties.

(d) That the necessity in the public interest for the provisions of this part is declared to be a matter of legislative determination.

52200.6. This chapter shall not be interpreted to authorize the use of eminent domain for economic development purposes.

CHAPTER 2. SALES AND LEASES

52201. (a) (1) Before any city, county, or city and county property that is returned to the city, county, or city and county per the long-range property management plan, pursuant to Section 34191.5 of the Health and Safety Code, is sold or leased for economic development purposes, the sale or lease shall first be approved by the legislative body by resolution after public hearing. Notice of the time and place of the hearing shall be published in a newspaper of general circulation in the community at least once per week for at least two successive weeks, as specified in Section 6066, prior to the hearing.

(2) The city, county, or city and county shall make available, for public inspection and copying at a cost not to exceed the cost of duplication, a report no later than the time of publication of the first notice of the hearing mandated by this section. This report shall contain both of the following:

(A) A copy of the proposed sale or lease.

(B) A summary that describes and specifies all of the following:

(i) The cost of the agreement to the city, county, or city and county, including land acquisition costs, clearance costs, relocation costs, the costs of any improvements to be provided by the city, county, or city and county, plus the expected interest on any loans or bonds to finance the agreements.

(ii) The estimated value of the interest to be conveyed or leased,

determined at the highest and best uses permitted under the general plan or zoning.

(iii) The estimated value of the interest to be conveyed or leased, determined at the use and with the conditions, covenants, and development costs required by the sale or lease. The purchase price or present value of the lease payments which the lessor will be required to make during the term of the lease. If the sale price or total rental amount is less than the fair market value of the interest to be conveyed or leased, determined at the highest and best use, then the city, county, or city and county shall provide as part of the summary an explanation of the reasons for the difference.

(iv) An explanation of why the sale or lease of the property will assist in the creation of economic opportunity, with reference to all supporting facts and materials relied upon in making this explanation.

(b) The resolution approving the lease or sale shall be adopted by a majority vote unless the legislative body has provided by ordinance for a two-thirds vote for that purpose and shall contain a finding that the sale or lease of the property will assist in the creation of economic opportunity. The resolution shall also contain one of the following findings:

(1) The consideration is not less than the fair market value at its highest and best use.

(2) The consideration is not less than the fair reuse value at the use and with the covenants and conditions and development costs authorized by the sale or lease.

(c) The provisions of this section are an alternative to any other authority granted by law to cities to dispose of city-owned property.

52202. A city, county, or city and county may establish a program under which it loans funds to owners or tenants for the purpose of rehabilitating commercial buildings or structures.

52203. (a) As part of an agreement that provides for the development or rehabilitation of property that will be used for industrial or manufacturing purposes, a city, county, or city and county may assist with the financing of facilities or capital equipment, including, but not necessarily limited to, pollution control devices.

(b) Prior to entering into an agreement for a development that will be assisted pursuant to this section, a city, county, or city and county shall find, after a public hearing, that the assistance is necessary for the economic feasibility of the development and that the assistance cannot be obtained on economically feasible terms in the private market.

OneBayArea

Overview of the Sustainable Communities Strategy

This report describes Senate Bill 375, the Sustainable Communities Strategy (SCS) and the effect of the law on local governments as well as the Bay Area as a region This report is based on reports provided by the Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG)

The SCS will be developed in partnership among regional agencies, local jurisdictions and Congestion Management Agencies (CMAs) through an iterative process The regional agencies recognize that input from local jurisdictions with land use authority is essential to create a feasible SCS The SCS does not alter the authority of jurisdictions over local land use and development decisions

The purpose of this report is to provide council members with an overview of the SCS in relation to local land use policies, implementation needs, and quality of life, including key policy considerations for the City

PURPOSE AND APPROACH

Senate Bill 375 became law in 2008 and is considered landmark legislation for California relative to land use, transportation and environmental planning It calls for the development of a Sustainable Communities Strategy (SCS) in all metropolitan regions in California Within the Bay Area, the law gives joint responsibility for the SCS to the Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG). These agencies will coordinate with the Bay Area Air Quality Management District (Air District) and the Bay Conservation and Development Commission (BCDC) through the four-agency Joint Policy Committee.

The SCS integrates several existing planning processes and is required to accomplish the following objectives

1. Provide a new 25-year land use strategy for the Bay Area that is realistic and identifies areas to accommodate all of the region's population, including all income groups,
2. Forecast a land use pattern, which when integrated with the transportation system, reduces greenhouse gas emissions from automobiles and light trucks and is measured against our regional target established by the California Air Resources Board (CARB)

The SCS is a land use strategy required to be included as part of the Bay Area's 25-year Regional Transportation Plan (RTP) By federal law, the RTP must be internally consistent Therefore, the over $200 billion dollars of transportation investment typically included in the RTP must align with and support the SCS land-use pattern SB 375 also requires that an updated

eight-year regional housing need allocation (RHNA) prepared by ABAG be consistent with the SCS The SCS, RTP and RHNA will be adopted simultaneously in early 2013

The SCS is not just about assigning housing need to places or achieving greenhouse gas targets The primary goal is to build a Bay Area that continues to thrive and prosper under the changing circumstances of the 21st Century By directly confronting the challenges associated with population growth, climate change, a new economic reality and an increasing public-health imperative, the SCS should help us achieve a Bay Area that is both more livable and more economically competitive on the world stage A successful SCS will

- Recognize and support compact walkable places where residents and workers have access to services and amenities to meet their day-to-day needs,
- Reduce long commutes and decrease reliance on automobiles, thereby increasing energy independence and decreasing the region's carbon consumption,
- Support complete communities that remain livable and affordable for all segments of the population, and that maintain the Bay Area as an attractive place to reside, start or continue a business, and create jobs
- Support a sustainable transportation system and reduce the need for expensive highway and transit expansions, freeing up resources for other more productive public investments;
- Provide increased accessibility and affordability to our most vulnerable populations, and
- Conserve water and decrease our dependence on imported food stocks and their high transport costs

In recognition of the importance of these goals, ABAG and MTC will adopt performance targets and indicators that will help inform decisions about land use patterns and transportation investments These targets and indicators will apply to the SCS and the RTP The targets and indicators are being developed by the Performance Targets and Indicators Ad Hoc Committee of the Regional Advisory Working Group (RAWG), which includes local planning and transportation staff, non-profit organizations, and business and developers' organizations The targets are scheduled for adoption in early 2011 and the indicators will be adopted in spring 2011

BUILDING ON EXISTING EFFORTS

In many respects the SCS builds upon existing efforts in many Bay Area communities to encourage more focused and compact growth while recognizing the unique characteristics and differences of the region's many varied communities FOCUS Priority Development Areas (PDAs) are locally-identified and regionally adopted infill development opportunity areas near transit. The PDAs provide a strong foundation upon which to structure the region's first Sustainable Communities Strategy. PDAs are only three percent of the region's land area. However, local governments have indicated that based upon existing plans, resources, and

incentives the PDAs can collectively accommodate over fifty percent of the Bay Area's housing need through 2035

PDAs have been supported by planning grants, capital funding and technical assistance grants from MTC The current RTP allocates an average of $60 million a year to PDA incentive-related funding Future RTPs, consistent with the SCS, will be structured to provide policies and funding that is supportive of PDAs and potentially other opportunity areas for sustainable development in the region

PARTNERSHIP

To be successful, the SCS will require a partnership among regional agencies, local jurisdictions, Congestion Management Agencies (CMAs), transit agencies, and other regional stakeholders. MTC and ABAG are engaged in an intense information exchange with County-Corridors Working Groups throughout the Bay Area These Groups are organized by county, by sub-regions within counties, and by corridors that span counties They typically include city and county planning directors, CMA staff, and representatives of other key agencies such as transit agencies and public health departments Working Group members are responsible for providing updates and information to their locally elected policymakers through regular reports like this one and eventually through recommended council or board resolutions which acknowledge the implications of the SCS for each jurisdiction

Each county has established an SCS engagement strategy and the composition of a County/Corridor Working Group according to their needs and ongoing planning efforts In Alameda County, the Community Advisory Working Group and the Technical Advisory Working Group for the county transportation plan and expenditure plan will serve as the SCS working group Each city in the County is represented on both of these groups The County/Corridor Working Groups provide an opportunity for all of the region's jurisdictions to be represented in the SCS process and to provide ongoing information to, and input from, local officials through staff reports by working group members (local planning staff) to their city councils and/or boards of supervisors as the SCS process evolves through 2011 In addition to the County-Corridor Working Groups, a Regional Advisory Working Group (RAWG), composed of local government representatives and key stakeholders provides technical oversight at the regional level

PROCESS – SCS SCENARIOS

The final SCS will be the product of an iterative process that includes a sequence of growth and supportive transportation scenarios An Initial Vision Scenario (February 2011) will be followed by more detailed SCS scenarios that refine the initial vision scenario (Spring and Fall 2011), and a final draft scenario (early 2012) For more information about the timeline, see the SCS Schedule – Attachment A

Initial Vision Scenario

ABAG and MTC will release an Initial Vision Scenario in February 2011 based in large part on input from local jurisdictions through the county/corridor engagement process and information collected by December 2010 The Vision Scenario will encompass an initial identification of places, policies and strategies for long-term, sustainable development in the Bay Area Local governments will identify places of great potential for sustainable development, including PDAs, transit corridors, employment areas, as well as infill opportunities areas that lack transit services but offer opportunities for increased walkability and reduced driving

The Initial Vision Scenario will

- Incorporate the 25-year regional housing need encompassed in the SCS,
- Provide a preliminary set of housing and employment growth numbers at regional, county, jurisdictional, and sub-jurisdictional levels,
- Be evaluated against the greenhouse gas reduction target as well as the additional performance targets adopted for the SCS

Detailed Scenarios

By the early spring of 2011 the conversation between local governments and regional agencies will turn to the feasibility of achieving the Initial Vision Scenario by working on the Detailed Scenarios The Detailed Scenarios will be different than the initial Vision Scenario in that they will take into account constraints that might limit development potential, and will identify the infrastructure and resources that can be identified and/or secured to support the scenario MTC and ABAG expect to release a first round of Detailed Scenarios by July 2011 Local jurisdictions will provide input, which will then be analyzed for the release of the Preferred Scenario by the end of 2011 The County/Corridor Working Groups as well as the RAWG will facilitate local input into the scenarios through 2011 The analysis of the Detailed Scenarios and Preferred Scenario will take into account the Performance Targets and Indicators

REGIONAL HOUSING NEEDS ALLOCATION

As described above, the eight-year RHNA must be consistent with the SCS Planning for affordable housing in the Bay Area is one of the essential tasks of sustainable development In the SCS, this task becomes integrated with the regional land use strategy, the development of complete communities and a sustainable transportation system The process to update RHNA will begin in early 2011 The county/corridor engagement process will include discussions of RHNA, since both the SCS and RHNA require consideration of housing needs by income group Cities will discuss their strategies for the distribution of housing needs at the county level and decide if they want to form a sub-regional RHNA group by March 2011 The distribution of housing needs will inform the Detailed SCS Scenarios Regional agencies will take input from local jurisdictions for the adoption of the RHNA methodology by September 2011 The final housing numbers for the region will be issued by the State Department of Housing and Community Development (HCD) by September 2011 The Draft RHNA will be released by

spring 2012 ABAG will adopt the Final RHNA by the end of summer 2012. Local governments will address the next round of RHNA in their next Housing Element update

REGIONAL TRANSPORTATION PLAN

The SCS brings an explicit link between land use choices and transportation investments MTC and ABAG's commitment to the reduction of greenhouse gas emissions and provision of housing for all income levels translates into an alignment of the development of places committed to these goals and transportation, infrastructure and housing funding. The regional agencies will work closely with the CMAs, transportation agencies and local jurisdictions to define financially constrained transportation priorities in their response to a call for transportation projects in early 2011 and a detailed project assessment that will be completed by July/August 2011, the project assessment will be an essential part of the development of Detailed SCS Scenarios The RTP will be analyzed through 2012 and released for review by the end of 2012 ABAG will approve the SCS by March 2013 MTC will adopt the final RTP and SCS by April 2013

Regional agencies will prepare one Environmental Impact Report (EIR) for both the SCS and the RTP This EIR might assist local jurisdictions in streamlining the environmental review process for some of the projects that are consistent with the SCS Local jurisdictions are currently providing input for the potential scope of the EIR Regional agencies are investigating the scope and strategies for an EIR that could provide the most effective support for local governments

ADDITIONAL REGIONAL TASKS

MTC, ABAG and the Bay Area Air Quality Management District are coordinating the impacts of CEQA thresholds and guidelines recently approved by the Air District The Air District is currently developing tools and mitigation measures related to the CEQA thresholds and guidelines to assist with development projects in PDAs The four regional agencies will be coordinating other key regional planning issues including any adopted climate adaptation-related policy recommendations or best practices encompassed in the proposed Bay Plan amendment related to sea level rise recently released by BCDC

ROLE OF THE CITY OF EMERYVILLE IN THE SUSTAINABLE COMMUNITIES STRATEGY

Emeryville's local planning efforts have taken place in tandem with ABAG's FOCUS program Emeryville designated a PDA, which was approved by ABAG in November 2008 It includes the entire city except for the peninsula and shoreline areas and the Triangle and Doyle residential neighborhoods on the eastern side of town (See Attachment B) The 2009 General Plan supports development of land uses, especially housing, and the public facilities and services that support them, in the PDA The General Plan also supports development of a multi-modal transportation system that offers alternatives to driving alone The Climate Action Plan calls for transit-oriented development, transportation demand management, alternative transportation incentives, and City fleet changes

The City is participating in the SCS process through two Alameda County working groups Councilmember Atkin is on the Countywide Transportation Plan and Transportation Expenditure Plan Steering Committee, and two staff members – Diana Keena from Planning and Peter Schultze-Allen from Public Works – are on the Technical Advisory Working Group. These groups are serving as County Working Groups in the SCS process

In December 2010, City staff reviewed ABAG's "SCS Draft Initial Vision Scenario" as well as their "SCS Draft Base Case" of household and job projections to 2035, and found both to be consistent with the future growth of the city envisioned by the General Plan

BENEFITS FOR ALL

The SCS provides an opportunity for the City to advance local goals as part of a coordinated regional framework By coordinating programs across multiple layers of government, the SCS should improve public sector efficiency and create more rational and coordinated regulation and public funding The SCS connects local neighborhood concerns—such as new housing, jobs, and traffic—to regional objectives and resources As such, it is a platform for cities and counties to discuss and address a wide spectrum of challenges, including high housing costs, poverty, job access, and public health, and to identify local, regional, and state policies to address them It gives local governments a stronger voice in identifying desired infrastructure improvements and provides a framework for evaluating those investments regionally In this way, the SCS rewards those cities whose decisions advance local goals and benefit quality of life beyond their borders—whether to create more affordable housing, new jobs, or reduce driving
Regional agencies are exploring the following support for the SCS

- Grants for affordable housing close to transit
- Infrastructure bank to support investments that can accommodate housing and jobs close to transit
- Transportation investment in areas that can significantly contribute to the reduction of greenhouse gas emissions through compact development
- Infrastructure investments in small towns that can improve access to services through walking and transit

NEXT STEPS

- Regional agencies expect to release an initial Vision Scenario in early February 2011
- City staff will subsequently provide a report to the Council describing the overall approach, regional context, and local implications for the City
- City staff will seek Council feedback and response to the initial Vision Scenario to be shared with regional agencies This feedback will serve as a basis for the development of Detailed SCS Scenarios through July 2011

Attachments A SCS Schedule
B Emeryville PDA

Sustainable Communities Strategy Planning Process:

Phase 1: Performance Targets and Vision Scenario

OneBayArea

Local Government and Public Engagement

- GHG Target Workshop
- Local Government Summit
- CARB/Bay Area GHG Workshop
- Regional Response to CARB Draft GHG Target
- Leadership Roundtable Meetings
- Draft Public Participation Plan
- Revised Draft Public Participation Plan
- County/Corridor Engagement on Vision Scenario
- Final Public Participation Plan

Milestones

- Projections 2011 Base Case Development
- CARB Releases Draft GHG Target
- CARB Issues Final GHG Target
- Adopt Methodology for Jobs/Housing Forecast (Statutory Target)
- Projections 2011 Base Case
- Adopt Voluntary Performance Targets
- Develop Vision Scenario

Policy Board Action

- MTC ABAG JPC
- MTC Commission
- ABAG Executive Board

March	April	May	June	July	August	September	October	November	December

2010

*Subject to change

Policy Board Actions | Meeting for Discussion/ Public Comment | JOINT meeting of the ABAG Administrative Committee, the Joint Policy Committee and the MTC Planning Committee for Discussion/Public Comment | Decision | Document Release

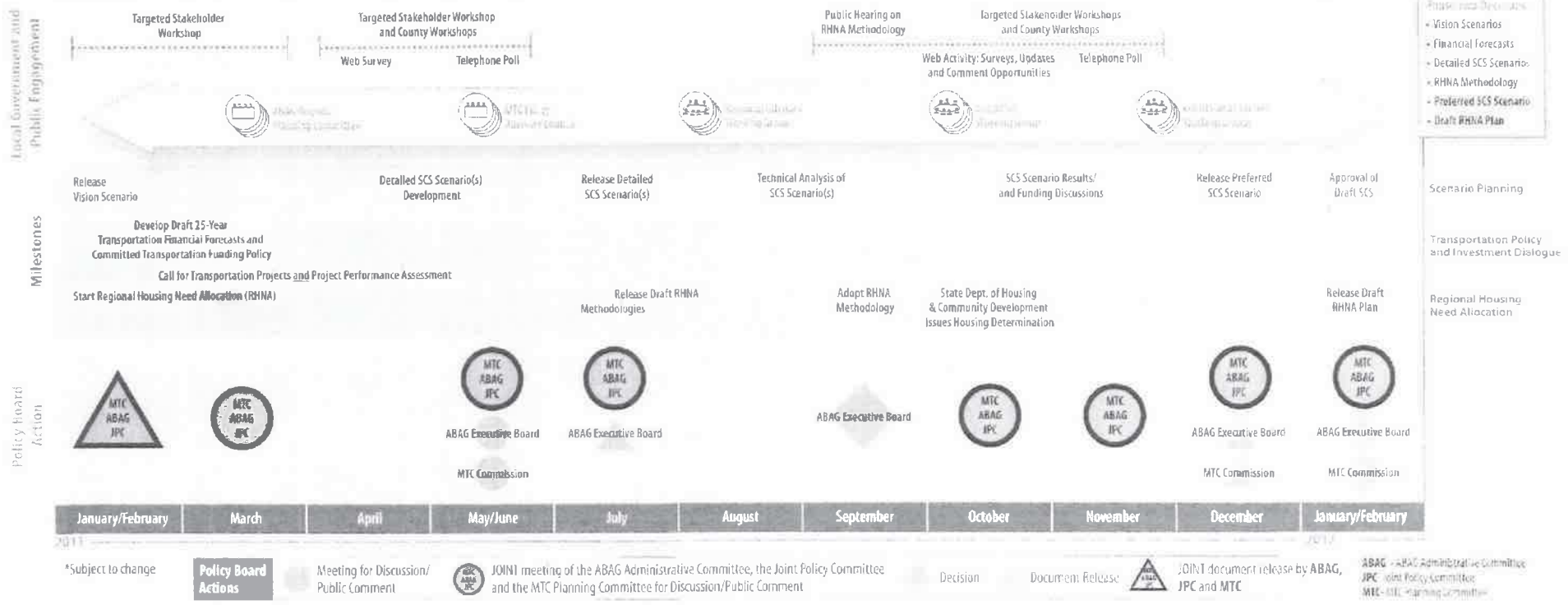
ABAG - ABAG Administrative Committee
JPC - Joint Policy Committee
MTC - MTC Planning Committee

Attachment A

Sustainable Communities Strategy Planning Process:

Phase 2: Scenario Planning, Transportation Policy & Investment Dialogue, and Regional Housing Need Allocation

BayArea



- Vision Scenarios
- Financial Forecasts
- Detailed SCS Scenarios
- RHNA Methodology
- Preferred SCS Scenario
- Draft RHNA Plan

Scenario Planning

Transportation Policy and Investment Dialogue

Regional Housing Need Allocation

*Subject to change

Policy Board Actions

Meeting for Discussion/ Public Comment

JOINT meeting of the ABAG Administrative Committee, the Joint Policy Committee and the MTC Planning Committee for Discussion/Public Comment

Decision

Document Release

JOINT document release by ABAG, JPC and MTC

ABAG - ABAG Administrative Committee
JPC - Joint Policy Committee
MTC - MTC Planning Committee

Sustainable Communities Strategy Planning Process:

Phase 3: Housing Need Allocation, Environmental/Technical Analyses and Final Plans

Phase 4: Plan Adoption

BayArea

Local Government and Public Engagement

EIR Kick-Off (Scoping) Public Meeting

Web Activity: Surveys, Updates and Comment Opportunities

County Workshops/Public Hearings on Draft SCS/RTP & EIR

Web Activity: Surveys, Updates & Comment Opportunities

- Draft SCS/RTP Plan
- Draft EIR
- Draft RHNA Plan

Milestones

Prepare SCS/RTP Plan

Release Draft SCS/RTP Plan for 55-Day Review

Response to Comments on Draft SCS/RTP EIR and Air Quality Conformity Analysis

Adopt Final SCS/RTP Plan

Conduct EIR Assessment

Develop CEQA Streamlining Consistency Policies

Agency Consultation on Mitigation Measures

Release Draft EIR for 55-Day Review

Certify Final EIR

Prepare Transportation Conformity Analysis

Release Draft Conformity Analysis for 30-Day Review

Make Conformity Determination

- Final SCS/RTP Plan
- Final EIR
- Final Conformity
- Final RHNA

Draft RHNA Plan Close of Comments/ Start of Appeals Process

Public Hearing on RHNA Appeals

Response to Comments from RHNA Appeals

Release Final RHNA

ABAG Adopts Final RHNA

State Department of Housing & Community Development Reviews Final RHNA

Policy Board Action

ABAG Executive Board

ABAG Executive Board

ABAG Executive Board

ABAG Executive Board

MTC ABAG JPC

MTC ABAG JPC

MTC ABAG JPC

ABAG Executive Board

MTC Commission

March	April	May/June	July/August	September/October	November	December	January	February	March	April
2012							2013			

*Subject to change

Policy Board Actions

Meeting for Discussion/ Public Comment

JOINT meeting of the ABAG Administrative Committee, the Joint Policy Committee and the MTC Planning Committee for Discussion/Public Comment

Decision

Document Release

ABAG - [illegible]

JPC - [illegible]

MTC - [illegible]

CITY OF EMERYVILLE: Proposed Priority Development Area September 12, 2008

Attachment B

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February 4, 2014

VIA EMAIL

Michael G. Biddle, Esq.,
City Attorney
City of Emeryville
1333 Park Avenue
Emeryville, California 94608-3517
Email: mbiddle@ci.emeryville.ca.us

Re: Disposition of Site B; Tax-Exempt Bond – Financed Property

Dear Mr. Biddle:

You have advised that the Successor Agency to the Emeryville Redevelopment Agency (the "Successor Agency") intends to dispose of three parcels of real property (collectively, the "Parcels") that were acquired by the former Emeryville Redevelopment Agency (the "Former Agency") in part with proceeds of the Emeryville Public Finance Authority's Revenue Bonds, 2001 Series A (Emeryville Redevelopment and Shellmound Park Redevelopment Projects – Tax-Exempt), in part with proceeds of the Emeryville Public Financing Authority Revenue Bonds, 2002 Series A (Emeryville Redevelopment Project), and in part with proceeds of the Emeryville Public Financing Authority Revenue Bonds, 2004 Series A (Emeryville Redevelopment, Shellmound Park Redevelopment and Housing Projects) (collectively, the "Bonds"). Proceeds of the Bonds were loaned by the Emeryville Public Financing Authority (the "Authority") to the Former Agency pursuant to three Loan Agreements, one pertaining to each issuance of the Bonds, dated as of July 1, 2001, December 1, 2002 and August 1, 2004, respectively (collectively, the "Loan Agreements"), each by and among The Bank of New York Mellon Trust Company, N.A. (successor to BNY Western Trust Company), as trustee (the "Trustee"), the Authority and the Former Agency. The purpose of this letter is to advise you of the proper disposition of the proceeds of the sale of the Parcels.

We note that the Bonds were issued pursuant to three Indentures of Trust (collectively, the "Indentures"), dated as of July 1, 2001, December 1, 2002 and August 1, 2004, respectively, each between the Authority and the Trustee, and that the interest on each series of the Bonds was intended to be tax-exempt. Thus, each of the Indentures contains a covenant of the Authority to "take any and all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds." In addition, each of the Loan Agreements contains the following covenants of the Former Agency:

"Private Activity Bond Limitation. The Agency shall assure that the proceeds of the Loan are not so used as to cause the Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code."

"Maintenance of Tax Exemption. The Agency shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds."

We also note that the funds to acquire the Parcels were disbursed from accounts established under the Loan Agreements, each of which provides that "Amounts in the [account] shall be used solely in the manner provided by the [Redevelopment] Law and the Redevelopment Plan to provide financing for redevelopment purposes within or for the benefit of the Redevelopment Project." Finally, in connection with each of the Bond issues, the Authority and the Former Agency executed a Certificate as to Arbitrage (collectively, the "Arbitrage Certificates"), each of which provides that a disposition of Bond-financed property may constitute a "deliberate action" within the meaning of relevant Internal Revenue Service regulations (the "Regulations") that may require remedial actions to prevent the Bonds from becoming private activity (and therefore taxable) bonds.

Applicable Regulations and provisions of the Internal Revenue Code require that, for the Bonds to remain tax-exempt, the Successor Agency must use the proceeds of the sale of the Parcels (the "Disposition Proceeds") to either (i) acquire other property that is in accordance with the covenants of the Former Agency in the Loan Agreements and the Arbitrage Certificates, and of the Authority in the Indentures, or (ii) redeem a portion of the Bonds in the amount of the Disposition Proceeds on the next available call date for the Bonds. If the Disposition Proceeds are instead paid to various taxing agencies that do not use them in accordance with the covenants described above, then Bonds may become taxable resulting in substantial liability to the owners of the Bonds who purchased the Bonds as tax-exempt and thereby at a lower interest rate than had the Bonds been issued as bonds the interest on which was not tax-exempt. We understand that you have been provided with a memorandum authored by David Walton at Jones Hall regarding Change in Use of Bond Proceeds Under the 1997 Private Activity Bond Regulations, which memorandum contains an expanded discussion of the alternative described in clause (i) of the second preceding sentence, and we concur with the substance of that memorandum.

In addition to the foregoing, the provisions of the Loan Agreements regarding the use of funds in the accounts containing the Bond proceeds to the effect that the funds be used "solely for redevelopment projects" also may require that the Disposition Proceeds also only be used for additional redevelopment projects consistent with the covenants in the Loan Agreements. Unless proceeds of property acquired with redevelopment bond proceeds are used to acquire property that satisfies the bond covenants, a former redevelopment agency could simply "wash" redevelopment bond proceeds through the acquisition and sale of property and thereby circumvent requirements of the Health and Safety Code applicable to tax increment revenues and related bonds arising from a project area only being used for projects within or of benefit to a project area.

For the reasons stated above, we believe that the distribution of the Disposition Proceeds to other taxing agencies in the present circumstances would cause a violation of the covenants of the Former Agency in the Bond documents, and would be contrary to the intent of the Community Redevelopment Law in effect when the Bonds were issued.

Very truly yours,

Paul J. Thimmig/cra

Paul J. Thimmig

PJT:cra

JONES HALL
A PROFESSIONAL LAW CORPORATION

CHANGE IN USE OF BOND PROCEEDS UNDER THE 1997 PRIVATE ACTIVITY BOND REGULATIONS

New final private activity bond regulations (the "Final Regulations") were released on January 10, 1997. The Final Regulations contain new and generally more flexible rules regarding the change in use of bond financed facilities and apply to all bonds issued after May 16, 1997. The Final Regulations permit an issuer to apply the provisions relating to change in use (i.e., §1.141-12) to any bonds issued before May 16, 1997, without applying the remainder of the Final Regulations to such bonds. This memorandum sets forth in general summary form some of the rules under the Final Regulations regarding a change in use of a bond financed facility. Caution, this memorandum is intended to be a general informational guide and summarizes only some of the major provisions concerning change in use. Specific proposals regarding a change in use of bond financed facilities should be discussed with a Jones Hall attorney for a complete analysis.

As a general rule, bonds are treated as private activity bonds if (i) as of the date of issue it is reasonably expected that the Private Business Tests (i.e., the private business use test and the private payment or security test) or the private loan financing test will be satisfied, or (ii) if, after the date of issue, a deliberate action is taken to cause the tests to be satisfied. A deliberate action is any action, such as a sale or lease of the bond financed facility, that is within the control of the issuer (involuntary acts are not deliberate actions). An action is not treated as deliberate action if five specified remedial action conditions are satisfied and if one of three alternative remedial actions is taken.

Five Remedial Action Conditions

The five required remedial action conditions that must be met are as follows:

• Reasonable Expectations. The issuer must reasonably expect on the issue date that the Private Business Tests and private loan financing test will not be met during the entire term of the bonds.

• Term Not Unreasonably Long. The term of the issue may not be unreasonably long (i.e., the weighted average maturity of the bonds may not be greater than 120 percent of the average reasonably expected economic life of the financed property).

• Fair Market Value Consideration. The terms of any arrangement resulting in satisfaction of the private activity bond tests must be bona fide and arm's-length and the new user must pay fair market value for the use of the financed property (taking into account use restrictions that serve a governmental purpose).

• Gross Proceeds for Arbitrage. Amounts received from the disposition of the property are "disposition proceeds" and must be treated as "gross proceeds" (i.e., bond proceeds) for arbitrage purposes. For temporary periods and rebate exemptions, the date of receipt of disposition proceeds may be treated as the issue date of the bonds. Also, for purposes of the expenditure exemptions to the rebate requirement, if those exemptions were satisfied before the date of receipt of the disposition proceeds, the receipt of disposition proceeds may be disregarded. Generally, prior to taking one of the remedial actions, the disposition proceeds may be invested at an unrestricted yield for (i) 3 years if an alternative use of disposition proceeds remedial action is taken, (ii) 90 days if the nonqualified bonds are redeemed, and (iii) 30 days if an escrow is created for the nonqualified bonds.

• Prior Expenditure. The proceeds affected by the deliberate action must have been expended on a governmental purpose before the action (except for a remedial action consisting of redemption of nonqualified bonds).

Three Alternative Types of Remedial Actions

If each of the five remedial action conditions described above are met, then one of the following three alternative remedial actions must be taken: (i) redemption of nonqualified bonds; (ii) alternate use of disposition proceeds so as to assure that the

Private Business Tests and the private loan financing test are not satisfied; or (iii) alternate use of the facility for a qualifying purpose. The requirements for each of these alternatives are as follows:

Redemption or Defeasance of Bonds

The redemption remedial action is satisfied if all of the "nonqualified bonds" are redeemed within 90 days of the date of the deliberate action; or, if not redeemed within 90 days, a defeasance escrow is established within 90 days. Redemption may be made from proceeds of tax-exempt bonds, but only if the bonds are qualified bonds, based upon the purchaser's use of the facility (e.g., a corporation could purchase a bond-financed parcel of land for use as a solid waste disposal facility and finance the acquisition with proceeds of qualified exempt facility private activity bonds). If there is a disposition of the financed property exclusively for cash, the redemption remedy is met if the disposition proceeds (i.e., the cash) are used to redeem a pro rata portion of the nonqualified bonds equal to the disposition proceeds (taking into account redemption premium) on the first call date after the deliberate action and if such first call date occurs more than 90 days after the deliberate action, create a defeasance escrow within 90 days of the deliberate action which redeems bonds on the first call date. If the disposition is *not* exclusively for cash, the issuer must either redeem all of the nonqualified bonds within 90 days of the deliberate action or create a defeasance escrow within 90 days of the deliberate action and redeem all of the nonqualified bonds on the first call date occurring after creation of the escrow. Disposition proceeds are amounts or property (such as an agreement to provide services) derived from the sale, exchange, or other disposition of property (other than investments) provided with proceeds.

Nonqualified bonds are the percentage of outstanding bonds that equal the highest percentage of any private business use in any one-year period commencing with the deliberate action. For example, assume that 22 percent of the proceeds of bonds were used to finance a facility and a deliberate action is taken with respect to the facility (e.g., the facility is sold to a private user) resulting in 100 percent private business use of the facility. In this case, 22 percent of the outstanding bonds as of the date of the deliberate action would be nonqualified bonds. *However, as noted above, if the facility is sold exclusively for cash, only a pro rata portion of the nonqualified bonds equal to the disposition proceeds must be redeemed or a defeasance escrow must be established with respect thereto.* For example, assume that the facility is sold for $2,000,000 cash and the nonqualified bonds

allocated to the facility are $2,500,000, only bonds equal to a principal amount plus redemption premium of $2,000,000 must be redeemed or an escrow established (a portion of the $2,000,000 may be used to pay redemption premium). Assume instead of selling the facility, it is leased to a private user. In this case, all of the nonqualified bonds ($2,500,000) must be redeemed (or an escrow established). Allocations to nonqualified bonds must be made on a pro rata basis except that, in the case of remedial action relating to redemption or defeasance, an issuer may treat bonds with longer maturities as the nonqualified bonds.

If an escrow is created, written notice must be provided to the IRS of the establishment of the escrow within 90 days of the date that it is established. An escrow may not be created (and so defeasance is not a permitted remedial action) if the period between the issue date and the first call date for the bonds is more than 10.5 years. In all cases, the defeasance escrow must provide for redemption of the bonds on their earliest call date, must be sized taking into account investment earnings (no portion of the disposition proceeds can be used to pay interest on the bonds, investment earnings on the escrow could be used to pay such interest) and may not be invested in investments having a yield higher than bond yield or in any investment under which the obligor is a user of the bond proceeds.

Alternative Use of Disposition Proceeds

Instead of using the disposition proceeds to redeem bonds, the disposition proceeds may be spent on other governmental purposes if: (A) the disposition of the property was exclusively for cash, (B) the issuer reasonably expects to spend the disposition proceeds within two years of the date of deliberate action, (C) the disposition proceeds are treated as proceeds for purposes of the Private Business Tests and the private loan financing test and are not used so as to cause satisfaction of those tests (i.e., are used for governmental purposes) and the issuer does not take action after the date of deliberate action to cause the tests to be met, and (D) proceeds not used for such alternative purpose are used for redemption or creation of a defeasance escrow as referenced above. For example, assuming that a bond financed facility was sold to a private user for $2,000,000 cash, the $2,000,000 of disposition proceeds could be used to pay the costs of other governmental capital projects (such as a road) with an economic life at least as long as the average life of the bonds and subject to State law limitations on the use of the proceeds. Prior to use for such purposes, the disposition proceeds may be

invested pursuant to a qualifying temporary period (possibly a 3 year temporary period depending on the facts).

If disposition proceeds are to be used by a 501(c)(3) organization, the nonqualified bonds must be treated as reissued for purposes of the private activity bond tests, the qualified 501(c)(3) bond rules, the requirements pertaining to qualified 501(c)(3) bonds and to tax-exempt bonds, and the change of use provisions of the Code.

Alternative Use of Financed Facility

Instead of "following" the proceeds, the bond-financed property may be used for an alternate use qualifying for tax-exempt bonds under the Internal Revenue Code (e.g., used for a qualified 501(c)(3) purpose by a 501(c)(3) organization). This remedial action is satisfied if (A) the financed facility is used in an alternative manner that satisfies the rules relating to tax-exemption (but not necessarily the rules regarding governmental bonds), (B) the nonqualified bonds are treated as "reissued" on the date of deliberate action for purposes of Code section requirements pertaining to alternative minimum tax, private activity bond tests, qualifying private activity bond purposes, volume cap, requirements pertaining to qualified private activity bonds (except that the limitation of Code section 147(d), relating to acquisition of existing property does not apply), limitations pertaining to tax-exempt bonds generally and change of use, (C) such requirements are satisfied through the remaining term of the bonds, and (D) the disposition is not to a purchaser that finances the acquisition with proceeds of tax-exempt bonds. For example, a governmental bond-financed hospital sold to a 501(c)(3) corporation for use as a charitable hospital would be eligible for this exception.

Any disposition proceeds resulting from the deliberate action (including installment sale proceeds) must be used for debt service on the next payment date or, within 90 days, must be deposited in an escrow restricted to bond yield and used to pay debt service on the next available payment date.

Special Rules For Disposition Proceeds

Generally, after disposition, the proceeds of an issue are treated as financing the disposition proceeds (and their ultimate use) rather than the property that has been disposed of. If, however, a disposition is through an installment sale, the proceeds of the issue continue to be allocated to the transferred property. If an issuer does not satisfy the conditions for remedial action or the issuer does not take an appropriate remedial action, the proceeds are allocable to either the transferred property or the disposition proceeds, whichever allocation produces the greater amount of private business use and private security or payments.

David A. Walton

Circular 230 Disclaimer. To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in the communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

Project Name: East Bayshore Recycled Water Project

Grantor: City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency

Address: 2 Shellmound Street, Emeryville, CA

EAST BAY MUNICIPAL UTILITY DISTRICT
EASEMENT PURCHASE AGREEMENT

Documents in the form of a Grant of Easement dated June 25, 2015, covering the property particularly described therein has been executed by City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency ("Grantor") and delivered to Vic Remorini, Agent for East Bay Municipal Utility District ("Grantee").

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. This transaction will be handled through an escrow with Old Republic, located in Oakland, CA . Their Escrow No. is 1117014978-JS. Grantee shall pay all escrow and recording fees and all premiums for title insurance incurred in this transaction.

2. Grantee shall pay to Grantor the sum of Twenty Two Thousand Dollars ($22,000.00) as full consideration for the easement rights conveyed in the documents mentioned above (referred to in this agreement as "the property"). Payment will be released through escrow when title or interest to the easement vests in Grantee subject only to Exceptions 1-19 as shown in the Preliminary Report of Title No. 1117014978, dated November 10, 2014. Any delinquent taxes shall be paid out of the consideration given to Grantor.

3. Grantor warrants that there are no oral or written leases on all or any portion of the property being conveyed exceeding a period of one month. Grantor agrees to hold Grantee harmless and reimburse Grantee for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month.

4. Time is of the essence. Provided that this Easement Purchase Agreement is accepted and executed by Grantee, the transaction shall close as soon as practicable, but not more than sixty (60) days following the acceptance and execution by Grantee through an escrow (No. 1117014978) to be conducted by Old Republic Title Company in Oakland, CA or other such escrow as may be designated by Grantee.

5. The Grantor hereby represents and warrants that during the period of Grantor's ownership of the property, there have been no disposal, releases or threatened releases of hazardous materials on, from, or under the property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous materials on, from, or under the property which may have occurred prior to Grantor taking title to the property other than as identified in that certain Removal Action Workplan dated February 2, 1998, the Covenant to Restrict Use of Property dated March 24, 1999 and identified as Exception No. 9 in the Preliminary Report of Title No. 1117014978, dated November 10, 2014, the Removal Action Completion Report and all other documents and reports available on-line at http://www.envirostor.dtsc.ca.gov/public/profile_report.asp?global_id=01330039.

Grantee specifically acknowledges the obligations contained in Section 4.01 of the Covenant to Restrict Use of Property as follows: (i) Grantee is required to obtain the approval from the Department of Toxic Substances Control of a Soil Management Plan prior to conducting any activities that will disturb the soil, (ii) any contaminated soils brought to the surface by Grantee by grading, excavating, trenching or backfilling shall be managed in accordance with all applicable provisions of the state and federal laws and regulations, (iii) Grantee shall not conduct any activities on the property which may cause a potential threat to public health and the environment, and (iv) Grantee acknowledges that there is residual contamination specified in Health and Safety Code Section 25359.7(a) on the property..

The acquisition price of the interest in the property being acquired in this transaction reflects the fair-market value of the property in its "as-is" condition. If the property being acquired is found to be contaminated by the presence of hazardous materials which requires mitigation under Federal or State law, the Grantee may elect to recover its clean-up costs from those who caused or contributed to the contamination.

Grantor acknowledges it has no notice of any pending or threatened action or proceeding arising out of the condition of the premises for alleged violation of environmental, health or safety statutes, ordinances or regulations.

For purposes of this Agreement, "***hazardous materials***" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under sections 25115, 25117 or 25122.7, or listed pursuant to section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous

Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum, or any fraction thereof; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to section 311 of the Clean Water Act (33 U.S.C. § 1317); (x) defined as a "hazardous waste" pursuant to section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, (42 U.S.C. § 6903); or (xi) defined as "hazardous substances" pursuant to section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., as the foregoing statutes and regulations now exist or may hereafter be amended.

Grantee acknowledges the easement is being conveyed by the Grantor in its "AS IS" condition, "WITH ALL FAULTS," with no warranty expressed or implied regarding the presence of hazardous materials or the condition of the soil, its geology, or the suitability of the easement for the purposes intended hereunder.

Grantee hereby waives releases and discharges forever Grantor from all present and future claims, known and unknown, arising out of or in any way connected with the condition of the easement or any hazardous materials on, under or about the easement, however they came to be placed there.

Grantee is aware of and familiar with the provisions of section 1542 of the California Civil Code which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Grantee hereby waives and relinquishes all rights and benefits which it may have under section 1542 of the California Civil Code.

_____
Grantee Initials

After the recordation of the Grant of Easement, Grantee shall take all reasonably necessary precautions to prevent the release of any hazardous materials onto or from the property. Such precautions shall include compliance with all laws with respect to hazardous materials. In addition, Grantee shall utilize such equipment and implement and adhere to such procedures as are consistent with laws applicable to the disclosure, storage, use, removal and disposal of hazardous materials.

If a release of any hazardous materials onto or from any portion of the property occurs at any time after the recordation of the Grant of Easement, Grantee shall, as soon as possible after the release, furnish to Grantor a copy of any and all

reports relating thereto and copies of all correspondence with governmental agencies relating to the release.

From and after the recordation of the Grant of Easement, Grantee shall indemnify, defend and hold Grantor harmless from and against any claims resulting from, arising out of, or based upon the release, use, generation, discharge, storage or disposal of any hazardous materials on, under, in or about, or the transportation of any such hazardous materials to or from, the property by Grantee in violation, or alleged violation, of any laws, no matter when occurred, except that the foregoing indemnity obligation shall not apply to any matters that arise out of the active negligence or willful misconduct of Grantor or out of the conduct of any other person or entity holding rights within the property. This indemnity shall include any damage, liability, fine, penalty, parallel indemnity, cost or expense arising from or out of any claim, action, suit or proceeding for bodily injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, trespass, contamination, leak, spill, release or other adverse effect on the environment.

6. The rights and privileges granted to Grantee, may, at the option of Grantee, be exercised by any authorized agent or contractor of Grantee.

7. The provisions hereof shall accrue to the benefit of and bind the respective heirs, devisees, and assigns, or successors in interest of the parties hereto.

8. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said documents and shall relieve Grantee of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2015.

GRANTEE:

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____
Matt Elawady
Manager of Real Estate Services

GRANTOR:

CITY OF EMERYVILLE AS SUCCESSOR AGENCY TO THE EMERYVILLE REDEVELOPMENT AGENCY

By: Carolyn Lehr
Carolyn Lehr, City Manager

EBMUD Resolution No.: 33480-05

Dated: June 14, 2005

Agency Resolution No.: SA10-15

Dated: June 16, 2015

APPROVED AS TO FORM:

Michael G. Biddle, City Attorney

RECORDING REQUESTED BY

East Bay Municipal Utility District

AND WHEN RECORDED MAIL TO

East Bay Municipal Utility District
Post Office Box 24055
Oakland, California 94623
Attn: Real Estate Services V. Remorini

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Portion of APN: 049-1516-013

Pursuant to Government Code Section 27383, Grantee is exempt from paying recording fees.

GRANT OF EASEMENT

THIS INDENTURE, made by and between CITY OF EMERYVILLE AS SUCCESSOR AGENCY TO THE EMERYVILLE REDEVELOPMENT AGENCY, a public body, hereinafter called the Grantor, and EAST BAY MUNICIPAL UTILITY DISTRICT, a public corporation organized and existing under the laws of the State of California, hereinafter called the Grantee,

WITNESSETH:

THAT the Grantor, for a good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants to the Grantee and to its successors and assigns a perpetual non-exclusive easement and right-of-way for the purpose of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using, as the Grantee may see fit, for the transmission and distribution of water, a pipe or pipelines and all necessary braces, connections, fastenings and other appliances and fixtures including underground telemetry and electrical cables for use in connection therewith or appurtenant thereto, in, under, along and across that certain real property described in Exhibit "A" and shown on Exhibit "B", attached hereto and made a part hereof.

TOGETHER with the right of ingress to and egress from said right-of-way and the right at all times to enter in, over and upon said right-of-way and every part thereof and also to use said right-of-way for all purposes connected with the laying down, constructing, reconstructing, replacing, removing, repairing, maintaining, operating and using said pipe or pipelines.

The Grantor and the Grantor's heirs, successors, or assigns shall not place or permit to be placed on said right-of-way any building or structure, including but not limited to houses, garages, outbuildings, swimming pools, tennis courts, retaining walls, decks, and patios nor do nor allow to be done anything which may interfere with the full enjoyment by the Grantee of the rights herein granted.

The above paragraph notwithstanding Grantor reserves the right to landscape the easement area in a manner consistent with the Grantee's use and to grant easement rights to third parties, in, under, along and across that certain real property described in Exhibit "A" and shown on Exhibit "B", attached hereto, provided such grant of easement rights do not interfere with or frustrate the rights granted to Grantee hereunder; however, such use by Grantor shall not include the planting of trees nor a change in the existing surface elevation (grade) of the easement area by more than one (1) foot without first having prior written consent of the Grantee.

The Grantee agrees that said pipe or pipelines shall be constructed and maintained at a depth of at least eighteen (18) inches below the present surface of the ground.

The Grantee agrees upon the completion of any of its works hereunder to restore as near as possible the surface of the ground to the condition in which it was prior to the commencement of said work.

The Grantee acknowledges and agrees that this grant of easement is subject to the prior rights of the City of Emeryville pursuant to that easement for sanitary sewers, recorded June 17, 1969, in Book 2423 of Official Records, Page 659, and Grantee shall not interfere with the rights of the City of Emeryville pursuant to said easement.

TO HAVE AND TO HOLD, all and singular, the rights above described unto the Grantee and the Grantee's successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this indenture this 25th day of June, 2015.

GRANTOR

CITY OF EMERYVILLE AS SUCCESSOR AGENCY TO THE EMERYVILLE REDEVELOPMENT AGENCY, a public body

By: _____
Carolyn Lehr, City Manager

APPROVED AS TO FORM:

_____
Michael G. Biddle, City Attorney

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA
COUNTY OF ALAMEDA)

ON June 26, 2015 before me, Tom McGurk, Notary Public,

personally appeared Carolyn Lohr,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person, 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.

TOM MCGURK
Commission # 2013048
Notary Public - California
Alameda County
My Comm. Expires Mar 17, 2017

Signature _____ (Seal)

EXHIBIT "A"

A portion of real property situate in the City of Emeryville, County of Alameda, State of California, described as follows:

A portion of Parcel 2, as said parcel is shown on Parcel Map 7379, filed July 8, 1999 in Book 244 of Parcel Maps at Page 91 (244 PM 91) of Official Records of Alameda County, more particularly described as follows:

BEGINNING at the intersection of the northeast corner of said Parcel 2 (244 PM 91), with the southerly line of Temescal Creek as described in the Grant Deed to Alameda County Flood Control and Water Conservation, a body corporate and politic, recorded September 24, 1968 in Reel 2259, Image 942 (RE 2259 IM 942), of Official Records of Alameda County, said Point of Beginning being the beginning of a non-tangent curve, concave to the southeast, having a radius of 563.00 feet, a radial line from the beginning of said non-tangent curve bears South 66°32'45" East (said bearing taken for the purposes of this description); thence from said Point of Beginning southerly along the easterly line of said Parcel 2 (244 PM 91) said easterly line also being the westerly line of Shellmound Street, southwesterly along the arc of said curve 60.98 feet through a central angle of 6°12'21", thence leaving the easterly line of said Parcel 2 (244 PM 91), and the westerly line of Shellmound Street, North 8°30'11" West, 31.93 feet; thence North 26°52'34" East, 23.37 feet to the northerly line of said Parcel 2 (244 PM 91) said northerly line also being the southerly line of said Temescal Creek (RE 2259 IM 942), thence along the northerly line of said Parcel 2 (244 PM 91) and the southerly line of said Temescal Creek, North 72°54'23" East, 16.06 feet to the TRUE POINT OF BEGINNING.

Bearings and distances shown for the above described area are based on the California Coordinate System of 1983, (CCS83), Zone 3. Distances are grid distances, to obtain ground distances, multiply grid by 1.00006505.

Containing 571 square feet, more or less.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THEPROFESSIONAL LAND SURVEYORS ACT, IN DECEMBER 2013.

James M. Mangini 12-16-13

JAMES M. MANGINI L.S. 7263

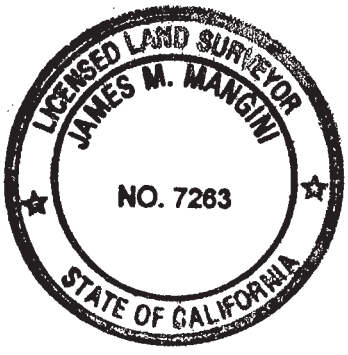

EXHIBIT "B"

0 40 80

SCALE: 1" = 40'

LINE TABLE		
NO	BEARING	LENGTH
L1	N 08°30'11" W	31.93'
L2	N 26°52'34" E	23.37'
L3	N 72°54'23" E	16.06'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	563.00'	06°12'21"	60.98'

NOTE:
ALL RECORD DATA IN ( ) PER PARCEL MAP NO. 7379, 244 PM 91, 7/8/1999.

PARCEL 1
244 PM 91
HPTMI PROP TRUST
2001-219460

25' WIDE EBMUD EASEMENT 2001-452739

ALAMEDA COUNTY FLOOD CONTROL REEL 2259, IMAGE 942 9/24/1968

STREET

P. O. B.

S66°32'45"E (R)

TEMESCAL CREEK

(S72°54'07"W 199.25')
S72°54'23"W 198.28'

10' SEWER EASEMENT (REEL 2423, IMAGE 659)

L2

L3

C1

L1

R=563.00'
(R=563.00')

EBMUD EASEMENT AREA
=571 SQ. FT.±

SHELLMOUND
(WIDTH VARIES)

STATE OF CALIFORNIA ROUTE 80

EBMUD EASEMENT 2001-452737

PARCEL 2
244 PM 91
CITY OF EMERYVILLE
2012-335774
APN 049 -1516-013

H:/00_JOB-2009/2008583/EAST BAYSHORE RECYCLED WATER - PHASE II/RES/DGN/PLAT1.DGN

EASEMENT
CITY OF EMERYVILLE
APN 049 -1516-013
CITY OF EMERYVILLE - ALAMEDA COUNTY

EBMUD

EAST BAY MUNICIPAL UTILITY DISTRICT
OAKLAND, CALIFORNIA

SCALE : 1" = 40' | DATE : 5 DECEMBER 2013

RESOLUTION NO. SA10-15

RESOLUTION OF THE CITY OF EMERYVILLE AS SUCCESSOR AGENCY TO THE EMERYVILLE REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN EASEMENT PURCHASE AGREEMENT WITH EAST BAY MUNICIPAL UTILITY DISTRICT RELATING TO THE GRANT OF EASEMENT OVER THE SHELLMOUND STREET LOT (APN 049-1516-013-00) FOR THE EAST BAYSHORE RECYCLED WATER PROJECT

WHEREAS, the City of Emeryville is a municipal corporation organized and existing under the laws of the State of California ("City"); and

WHEREAS, the Emeryville Redevelopment Agency ("Agency") was a public body, corporate and politic, organized and existing under the California Community Redevelopment Law (Health & Safety Code § 33000 *et seq.* ("CRL")); and

WHEREAS, the City Council of the City of Emeryville adopted Ordinance No. 76-04 effective as of July 27, 1976, thereby approving and adopting the Emeryville Redevelopment Plan for the Emeryville Redevelopment Project Area (the "Emeryville Redevelopment Project"); and

WHEREAS, the City Council of the City of Emeryville adopted Ordinance No. 87-07 effective as of October 20, 1987, thereby approving and adopting the Shellmound Park Redevelopment Plan for the Shellmound Park Redevelopment Project Area (the "Shellmound Park Redevelopment Project"); and

WHEREAS, on June 28, 2011, Governor Brown signed AB X1 26 into law, and thereafter on December 29, 2011, in California Redevelopment Association v. Matosantos, Case No. S194861, the California Supreme Court upheld the constitutionality of AB 1X 26, which dissolves all of the redevelopment agencies in California effective February 1, 2012 (the "Dissolution Act"); and

WHEREAS, with the enactment of the Dissolution Act, on January 17, 2012, the City Council of the City of Emeryville adopted Resolution No. 12-12 electing to have the City of Emeryville serve as Successor Agency to the Emeryville Redevelopment Agency ("Successor Agency") and accordingly all non-housing assets of the former Agency transferred by operation of law to the Successor Agency as of February 1, 2012 ; and

WHEREAS, one such asset is that certain triangular piece of real property known as the Shellmound Street Lot, bounded by the Marriott Hotel and Alameda County Flood Control District channel to the north, the I-80 freeway to the west, and the Shellmound Street right of way to the east and south, identified as Assessor Parcel Number 049-1516-013-00(the "Property"); and

WHEREAS, the East Bay Municipal Utility District ("EBMUD"), a public agency with the power to acquire real property interests through the exercise of eminent domain authority, is undertaking the East Bayshore Recycled Water Project ("Project") and on April 16, 2015 extended an offer, in accordance with Government Code Section 7267.2, to purchase a 571 square foot non-exclusive easement across the northeast corner of the Property in order to undertake the Project; and

WHEREAS, the Successor Agency has evaluated the purchase offer and has negotiated the terms of the Easement Purchase Agreement, in the form attached hereto as Exhibit A, providing for the payment to the Successor Agency a sum of $22,000 as probable just compensation for the grant of easement in lieu of eminent domain litigation; now, therefore, be it

RESOLVED, by the City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency as follows:

SECTION 1. The above recitals are true and correct and are adopted as the findings of the City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency.

SECTION 2. The City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency hereby approves and authorizes the City Manager to enter into and execute the Easement Purchase Agreement, in the form attached hereto as Exhibit A, in the context of winding down the redevelopment agency pursuant to Health and Safety Code Section 34177.3 (b), subject to such further revisions as may be agreed to by the City Attorney which do not materially increase the obligations of the Successor Agency.

SECTION 3. The City Manager, City Attorney and Finance Director are hereby authorized and directed to take such other and further actions, and sign such other and further documents, including but not limited to the grant of easement and all necessary actions as may be required to perfect the transfer of the easement interest to EBMUD, or any other instrument as is necessary and proper in order to implement this Resolution on behalf of the City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency.

SECTION 4. The City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency hereby declares that every word, sentence, section, paragraph, clause or phrase of this Resolution and its exhibits are severable. If for any reason, any word, sentence, section, paragraph, clause or phrase of this Resolution and its exhibits are held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining words, sentences, sections, paragraphs, clauses or phrases.

ADOPTED, by the City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency at a regular meeting held Tuesday, June 16, 2015

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. OB06-15

RESOLUTION OF THE EMERYVILLE OVERSIGHT BOARD APPROVING AN EASEMENT PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF EMERYVILLE AS SUCCESSOR AGENCY AND THE EAST BAY MUNICIPAL UTILITY DISTRICT RELATING TO THE GRANT OF EASEMENT OVER THE SHELLMOUND STREET LOT (APN 049-1516-013-00) FOR THE EAST BAYSHORE RECYCLED WATER PROJECT

WHEREAS, the City of Emeryville is a municipal corporation organized and existing under the laws of the State of California ("City"); and

WHEREAS, the Emeryville Redevelopment Agency ("Agency") was a public body, corporate and politic, organized and existing under the California Community Redevelopment Law (Health & Safety Code § 33000 *et seq.* ("CRL")); and

WHEREAS, the City Council of the City of Emeryville adopted Ordinance No. 76-04 effective as of July 27, 1976, thereby approving and adopting the Emeryville Redevelopment Plan for the Emeryville Redevelopment Project Area (the "Emeryville Redevelopment Project"); and

WHEREAS, the City Council of the City of Emeryville adopted Ordinance No. 87-07 effective as of October 20, 1987, thereby approving and adopting the Shellmound Park Redevelopment Plan for the Shellmound Park Redevelopment Project Area (the "Shellmound Park Redevelopment Project"); and

WHEREAS, on June 28, 2011, Governor Brown signed AB X1 26 into law, and thereafter on December 29, 2011, in California Redevelopment Association v. Matosantos, Case No. S194861, the California Supreme Court upheld the constitutionality of AB 1X 26, which dissolves all of the redevelopment agencies in California effective February 1, 2012 (the "Dissolution Act"); and

WHEREAS, with the enactment of the Dissolution Act, on January 17, 2012, the City Council of the City of Emeryville adopted Resolution No. 12-12 electing to have the City of Emeryville serve as Successor Agency to the Emeryville Redevelopment Agency ("Successor Agency") and accordingly all non-housing assets of the former Agency transferred by operation of law to the Successor Agency as of February 1, 2012; and

WHEREAS, one such asset is that certain triangular piece of real property known as the Shellmound Street Lot, bounded by the Marriott Hotel and Alameda County Flood Control District channel to the north, the I-80 freeway to the west, and the Shellmound Street right of way to the east and south, identified as Assessor Parcel Number 049-1516-013-00(the "Property"); and

WHEREAS, the East Bay Municipal Utility District ("EBMUD"), a public agency with the power to acquire real property interests through the exercise of eminent domain authority, is undertaking the East Bayshore Recycled Water Project ("Project") and on April 16, 2015 extended an offer, in accordance with Government Code Section 7267.2, to purchase a 571 square foot non-exclusive easement across the northeast corner of the Property in order to undertake the Project; and

WHEREAS, the Successor Agency has evaluated the purchase offer and has negotiated the terms of the Easement Purchase Agreement, in the form attached hereto as Exhibit A, providing for the payment to the Successor Agency a sum of $22,000 as probable just compensation for the grant of easement in lieu of engaging in eminent domain litigation; now, therefore, be it

RESOLVED, by the Emeryville Oversight Board as follows:

SECTION 1. The above recitals are true and correct and are adopted as the findings of the Emeryville Oversight Board.

SECTION 2. The Emeryville Oversight Board hereby approves the Easement Purchase Agreement, in the form attached hereto as Exhibit A, as a settlement in lieu of eminent domain litigation and authorizes the Successor Agency to create a new enforceable obligation as evidenced by the Easement Purchase Agreement in the context of winding down the redevelopment agency pursuant to Health and Safety Code Section 34177.3 (b), subject to such further revisions as may be agreed to by Successor Agency which do not materially increase the obligations of the Successor Agency.

SECTION 3. The Executive Director and Finance Director are hereby authorized and directed to take such other and further actions, and sign such other and further documents as may be required in order to implement this Resolution on behalf of the Emeryville Oversight Board.

SECTION 4. The Emeryville Oversight Board hereby declares that every word, sentence, section, paragraph, clause or phrase of this Resolution and its exhibits are severable. If for any reason, any word, sentence, section, paragraph, clause or phrase of this Resolution and its exhibits are held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining words, sentences, sections, paragraphs, clauses or phrases.

ADOPTED, by the Emeryville Oversight Board at a regular meeting held Tuesday, June 23, 2015.

Dianne Martinez
CHAIR

ATTEST:

SECRETARY