IN THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING AN AMENDMENT TO THE LONG RANGE PROPERTY MANAGEMENT PLAN

On September 23, 2013, the Livermore Successor Agency adopted Resolution No. 2013-02 approving the Long Range Property Management Plan ("LRPMP").

On September 25, 2013, the Oversight Board to the Livermore Successor Agency ("Oversight Board") adopted Resolution No. OB-012, approving the LRPMP. The LRPMP was submitted to the Department of Finance ("DOF") on September 27, 2013.

Upon request of the DOF, minor amendments were made to the LRPMP and approved by the Oversight Board by Resolutions Nos. OB-021 and OB-029 on December 3, 2014 and June 17, 2015, respectively. These amended LRPMPs were submitted to the DOF after being approved by the Oversight Board.

The DOF now recommends additional amendments to the LRPMP to obtain its approval. These amendments are as follows:

1. State that the City intends to enter into a compensation agreement with affected taxing entities regarding properties with the designation of future development: 2205 Railroad Ave. (APN 098-0407-029-02) and 30 S. Livermore Ave. (APN 098-0407-013-00).

2. Designate 2324 Second Street (APN 097-0110-013-00) as a site for future development, a permissible purpose under Health & Safety Code §34191.5(c) and state that the City intends to enter into a compensation agreement with the affected taxing entities.

3. Designate the property on East Stanley Boulevard (APN 099-0175-025-00) to a permissible use of sale of property and state the LSA intends to distribute the proceeds to the affected taxing entities.

4. Designate the property on Arroyo Mocho (APN 099-0175-026-00) to a permissible use of sale of property and state the LSA intends to distribute the proceeds to the affected taxing entities.

The Oversight Board desires to amend the LRPMP to satisfy the DOF's recommendations as stated herein, and to help achieve final dissolution.

NOW, THEREFORE, BE IT RESOLVED that the Oversight Board hereby approves the amended LRPMP ("amended-LRPMP"), attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Oversight Board affirms and approves the transfer of former-RDA properties in the Long Range Property Management Plan for the purposes stated therein.

BE IT FURTHER RESOLVED that the Oversight Board hereby authorizes the Executive Director to make non-substantive amendments to the amended-LRPMP to further the Oversight Board's intent when approving the amended-LRPMP and to execute all such documents as may be needed to complete these resolutions.

On motion of Oversight Board Member Storti, seconded by Oversight Board Member Wilson, the foregoing Resolution was passed and adopted on December 16, 2015.

AYES: Board Members: Dunlop, Storti, Uranga, Wilson and Vice Chair Gary

NOES: Board Members:

ABSENT: Board Members: Chair Haggerty

ABSTAIN: Board Members:

ATTEST:

Susan Neer
Clerk of the Board

APPROVED:

Marc Roberts
Executive Director

LONG RANGE PROPERTY MANAGEMENT PLAN
LIVERMORE SUCCESSOR AGENCY

INTRODUCTION

In 2011, the California legislature adopted ABx1 26 to dissolve redevelopment agencies in California. Subsequently, in 2012 the legislature adopted AB 1484 to further guide the dissolution process. Collectively, those two bills are referred to as the "dissolution legislation."

On February 1, 2012, the Redevelopment Agency of the City of Livermore ("former-RDA") was dissolved. Effective that date, the Livermore Successor Agency (LSA) was authorized to satisfy the former-RDA's enforceable obligations and to otherwise administer the wind down of the former-RDA. Also effective that date, the City of Livermore became the successor to the former-RDA's housing functions, and was to receive the former-RDA's housing assets.

One of the key components of AB 1484 is the requirement that all successor agencies develop a long range property management plan to address the disposition and use of the former redevelopment agency's property. This document is the Long Range Property Management Plan for the LSA.

The Long Range Property Management Plan inventories the former-RDA's properties currently held by the LSA and describes: how each site was acquired, the funding used to acquire the site and the former-RDA's and the City's plans for the development and use of each site. When appropriate the Long Range Property Management Plan also includes the history of previous development proposals and site activities. These proposals are derived from goals established in the City's Downtown Specific Plan as well as the former-RDA's Five Year Plans (Five Year Plans).

The Long Range Property Management Plan recognizes that the LSA's Oversight Board has already approved the transfer of the former-RDA's housing assets to the City of Livermore as the successor to the former-RDA's housing function. It also recognizes that the LSA's Oversight Board has already approved the transfer of the former-RDA's real property that was constructed and used for governmental purposes ("Governmental Purpose Assets"). However, since those properties have already been transferred, they are not subject to the Long Range Property Management Plan and are listed here to provide context.

All of the properties included in the LSA's inventory have been acquired in an effort to redevelop and revitalize the portion of the City known as the Downtown Project Area. These efforts are derived from the goals and policies set forth in the City's Downtown Specific Plan, and the former-RDA's Five Year Plans. They include:

Downtown Specific Plan

- Facilitate the development of a mixed-use housing project and a 500-space parking garage on the former Lucky Shopping Center site (Livermore Village).
- Continue to promote the Downtown as a "Center for the Arts".
- Build on the high quality stock of historic structures to set the tone for design in the Downtown.
- Take every opportunity to revive the Downtown's role as a primary job center.
- Maximize transit opportunities for commuters to conveniently travel to Downtown Livermore.
- Promote and facilitate the development of new housing opportunities within the Downtown Project Area. Increase the amount of affordable housing using a variety of local, state and federal resources.
- Increase the economic vitality of the Downtown.

Former-RDA's Five Year Plans

- Acquire and assemble parcels to facilitate redevelopment.
- Encourage infill, rehabilitation and re-use development that is sensitive to and appropriate in the surrounding area.
- The elimination of environmental deficiencies in the Project Area, including, among others, small and irregular lots, and properties containing obsolete and aged building types, substandard alleys and inadequate or deteriorated public improvements.
- The development of a boutique hotel to complete the Livermore Valley Center Project.
- The promotion of additional art, cultural, and entertainment opportunities.
- Rehabilitation and re-use of Heritage properties.
- Small scale projects to help eliminate blight, jump-start redevelopment on a particular block, or to assist with a particular project type.
- The provision of adequate land for parking and open space.
- Pedestrian improvements to enhance circulation throughout the Downtown Project Area, facilitate transit orientated development, and allow residents to easily and safely walk to transit services for transportation to work and other activities.

CATALYST PROJECTS

An important component in the future economic success and vitality of the Downtown are the goals to develop the key catalyst sites identified in the Downtown Specific Plan and in the former-RDA's Five Year Plans.

Key Catalyst projects outlined in the Downtown Specific Plan and the former-RDA's Five Year Plans include:

- Livermore Village – Acquisition of land and development of a proposed 260

unit high density residential development near transit with an affordable component for families, seniors and the disabled.

- Swenson/Groth Brothers Residential Development - Facilitate the private development of the Groth Brothers site into a mixed-use housing project with up to 30,000 square feet of retail on First Street.
- Downtown Hotel - Development of an 80-120 room boutique hotel that will increase the economic vitality of the Downtown by encouraging visitors from outside the area to increase their stay in the Downtown.

In addition, the City's development of dilapidated and underutilized properties and preparation of these properties for redevelopment will eliminate blight caused by incompatible land uses, deteriorated buildings, poor circulation and access, and poor design. The former-RDA's plans for the Livermore Village site, additional Downtown parking, and a variety of other mixed-use and housing infill projects will contribute to the further economic recovery of the Downtown and further assist in the eliminate of blight in the redevelopment project area.

SUMMARY OF THE LSA'S PROPERTY INVENTORY

On January 1, 2011, the former-RDA possessed thirty-one (31) properties that fit into five categories:

- Future Development
- Sale of Property
- Enforceable Obligations
- Affordable Housing Sites
- Governmental Purpose Assets

Following the direction provided by the dissolution legislation, the LSA's Oversight Board has approved the transfer of the housing sites, along with other housing assets, to the City of Livermore as the successor to the former-RDA's housing functions. In addition, the LSA's Oversight Board also approved the transfer for the former-RDA's governmental purpose assets to the City of Livermore.

Therefore, this report is intended to address the remaining inventory of the former-RDA's property held by the LSA, but for context also identifies the properties the LSA's Oversight Board previously approved for transfer from the former-RDA to the City.

Properties Currently Held the by LSA and Awaiting Disposition

1. Future Development

1.1	2205 Railroad Ave.	APN 098-0407-029-02
1.2	30 S. Livermore Ave.	APN 098-0407-013-00

2. Future Development

2.1	2324 Second Street	APN 097-0110-013-00

3. Housing Assets

3.1	Railroad Avenue	APN 098-0289-018-00
3.2	29 S Livermore Avenue	APN 098-0289-019-00
3.3	43 S Livermore Avenue	APN 097-0001-032-00

4. Sale of Property

4.1	East Stanley Boulevard	APN 099-0175-025-00
4.2	Arroyo Mocho	APN 099-0175-026-00

Properties Previously Approved for Transfer to the City by the Oversight Board

A.	**Housing Assets**	
A.1	2093 Railroad Ave and 22 South L St	APN 098-0289-021-00
A.2	2047 First Street	APN 097-0013-009-00
A.3	2121 Railroad Avenue	APN 098-0289-020-00
A.4	2139 Railroad Avenue	APN 098-0289-002-01
A.5	1635 Chestnut Street	APN 098-0290-006-07
		APN 098-0290-011-01
A.6	241 North M Street	APN 098-0250-001-03
A.7	242 North N Street	APN 098-0250-002-04
A.8	318 S. Livermore Ave.	APN 097-0108-018-00
B.	**Governmental Purpose**	
B.1	62-90 South L Street	APN 097-0001-028-01
B.2	50 South L. Street	APN 097-0001-026-02
B.3	2056-2068 First Street	APN 097-0001-036-00
B.4	2450 First Street	APN 098-0407-026-00
B.5	Railroad Avenue	APN 098-0407-030-02
B.6	2350-2418 Railroad Ave.	APN 098-0260-018-03
		APN 098-0260-018-04
		APN 098-0260-017-02
B.7	159 North I Street	APN 098-0280-001-02
		APN 098-0280-002-01
		APN 098-0280-002-02
B.8	2216 Railroad Avenue	APN 098-0280-008-03
		APN 098-0280-008-08
B.9	2164 Second Street	APN 097-0014-003-04
B.10	2890 Fourth Street	APN 097-0152-003-00

USE OF REMAINING REDEVELOPMENT AGENCY BOND PROCEEDS

a. Bireley Site Acquisition
b. Predevelopment Funding for the L Street Parking Structure
c. Thoroughfare Site Acquisition
d. Mills Square Park Renovation
e. First Street Infrastructure Improvements

ALLOCATION OF PROCEEDS FROM DISPOSITION OF PROPERTIES

At such time that properties currently held by the Livermore Successor Agency are to be disposed of and there are proceeds from the disposal, the Alameda County Auditor Controller will allocate the proceeds to Affected Taxing Entities. The LSA has contacted the Alameda County Auditor Controller to discuss this. The plan in place is that the Affected Taxing Entities will be paid using the same allocations derived from the AB1389 process that the former Redevelopment Agency used for prior pass through payments. Per the statute, the County Auditor Controller will distribute any proceeds received. Below are the allocations for the Affected Taxing Entities.

Fund No.	Taxing Entity	Wt. Avg. Share
1005	COUNTY - GENERAL FUND	24.1409504%
3003	CHABOT-LAS POSITAS COLLEGE	2.7382134%
3032	LIVERMORE VALLEY UNIFIED	21.5264712%
4006	CO. SUPT.TMR EC. 1887	0.1125463%
4007	CO. SUPT.PH EC 1856	0.4191440%
4008	CO. SUPT. TMR PH CAP	0.0093505%
4009	CO. SUPT. TMR PH TUIT	0.0566570%
4010	CO. SUPT INST PUPILS	0.1797689%
4011	CO. SUPT JUV HALL ED	0.0371997%
4012	CO. SUPT. SERVICE	0.1117300%
4013	CO. SUPT. CAPITAL	0.0860807%
4015	CO. SUPT. DEV.CENTER	0.1045046%
4020	CO. SUPT. AUDIO VIS. CAP	0.0223967%
7070	FLOOD CONTROL	0.1561717%
7106	FLOOD CONTROL ZONE 7	1.6196692%
7115	B. A. AIR QUALITY MGMT	0.2269292%
7135	MOSQUITO ABATEMENT	0.1087920%
7165	BART	0.6664501%
7175	LARPD	7.7493014%
7375	ALA.CO.RES.CONSV	0.0050970%
9070	CITY OF LIVERMORE	17.5584085%
9892	ERAF	22.3641673%
	Total:	100.0000000%

PROPERTIES CURRENTLY HELD THE BY LSA AND AWAITING DISPOSITION

1. FUTURE DEVELOPMENT

1.1 - 2205 Railroad Avenue (future Hotel site - parcel #1) (SpeeDee Oil Change and Auto Service) APN 098 0407 029 02

Property History/Description - This 47,535 square foot site was purchased with Tax Allocation Bond (TAB) proceeds for $2,115,000 in 2002 as one of an assemblage of parcels acquired for the development of a Downtown boutique hotel. The development of a hotel is a critical economic development component proposed for the Downtown as outlined in the Downtown Specific Plan, as well as in the former-RDA's Five Year Plans which state as a goal to "Complete the Livermore Valley Center catalyst site through the development of a boutique hotel at the southeast corner of South Livermore Avenue and Railroad Avenue". The economic enhancement provided by such a development will increase the economic vitality of the Downtown Project Area and thus increase property values throughout the region.

In 2011, the City identified an experienced and financially capable hotel developer who has proposed for the site a premium hotel with ground floor restaurants, conference space and a day spa. In order to make the project work financially the developer requested that the land for the site be provided at no cost. The project has been put on hold pending the results of the disposition of the property through the former-RDA dissolution process. The site contains a 20 year old commercial building occupied by an oil change business (SpeeDee Oil Change and Auto Service) which leases the site from the LSA for $8,250 per month. Ongoing property management expenses are $400 per month. Because of the nature of the business and the length of time it has been in operation, the site is considered to be a Brownfield. As outlined in the City's Downtown Specific Plan and in the former-RDA's Five Year Plans the hotel development is seen as a crucial catalyst project that will increase the economic vitality of the Downtown and former Redevelopment Area.

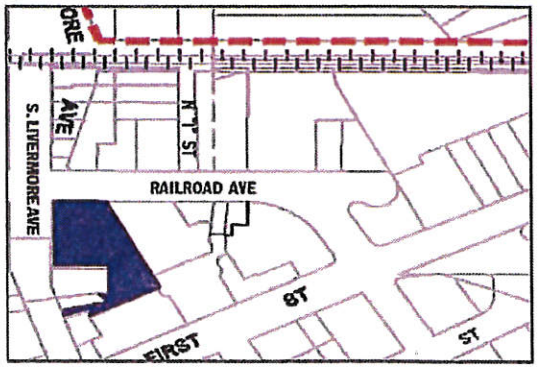
Also on this and two adjoining sites (one previously owned by the former-RDA and the other continuously owned by the City and never possessed by the former-RDA) is an improved parking lot, with 43 of the 61 total spaces falling within the boundaries of this site. The parking lot is leased for a dollar per year to the owner of the adjacent retail/office center.

Original Purchase Price/Est. Current Value - No estimate has been done on the value of the business or the potential cost, if any, of any brownfield remediation. When considering the value of the land versus what the site could sell for, the City and the LSA must take into account the restriction placed on sales price for properties purchased with Tax Allocation Bond proceeds. The current cap on sale proceeds may prevent the land from being sold in a way that provides proceeds and may instead be required to be provided at no cost as part of the development of the project. The site is also zoned exclusively for hotel uses with the existing use being nonconforming which further restricts the potential resale value of the site.

Board Approvals - The site is currently held in the name of the LSA therefore there have been no approvals by the LSA's Oversight Board.

Development Goals - The goal for this site under the Long Range Property Management Plan is to transfer the site from the LSA to the City where it can be combined with the City owned site (APN 098 0407 029 02) and the site at 30 South Livermore Avenue (see Item 1.2) and allow the site to be developed into a boutique hotel.

Proposed Disposition - The site will be transferred from the LSA to the City whereby it will be combined with the adjacent sites for use in the development of a boutique hotel per the City's Downtown Specific Plan and the former-RDA's Five Year Plans and the City intends to enter into a compensation agreement with each of the Affected Taxing Entities (ATE). See Exhibit 1.1 for back-up documents.



1.2 - 30 South Livermore Avenue (future Hotel site - parcel #2) APN 098 0407 013 00

Property History/Description - Owned by the LSA this 4,443 square foot parcel adjoins the previously described site and consists entirely of the improved parking lot which is leased for a dollar per year to the owner of the adjacent retail/office center. Current zoning for the site is the Downtown Specific Plan Core Area within a Sub-area which allows only for the development of the site into hotel and hotel type uses.

Per the City's Downtown Specific Plan and the former-RDA's Five Year Plans the development goal for the site is to combine it with the adjacent City owned parcel at 2205 Railroad Avenue (APN 098-0407-029-02) and the adjoining City-owned site (APN 098-0289-013-11) in order to develop an 80 - 120 room boutique hotel. The development of a hotel in the Downtown is included in the former-RDA's Five Year Plans as, "Complete the Livermore Valley Center catalyst site through the development of a boutique hotel at the southeast corner of South Livermore Avenue and Railroad Avenue."

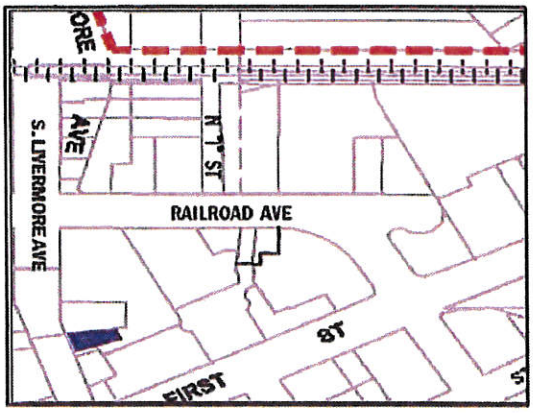
As stated above, the City identified and an entered into an exclusive rights to negotiate agreement with an experienced financially capable hotel developer who proposed the building of a premium hotel with ground floor restaurants, conference space and a day spa. In order to make the project work financially the developer requested that the land for the site be provided at no cost. The project has been put on hold pending the results of the disposition of the property through the former-RDA dissolution process.

Original Purchase Price/Est. Current Value - This parcel was purchased in June 2005 for $485,000. When considering the value of the land versus what the site could sell for, the City and the LSA must take into account the restriction placed on sales price for properties purchased with Tax Allocation Bond proceeds. The current cap on sale proceeds may prevent the land from being sold in a way that provides proceeds and may instead be required to be provided at no cost as part of the development of the project.

Board Approvals - The site is currently held in the name of the LSA therefore there have been no approvals by the LSA's Oversight Board.

Development Goals - The goal for this site under the Long Range Property Management Plan is to transfer the site from the LSA to the City where it can be combined with the City-owned site (APN 098-0289-013-11) and the site at 2205 Railroad Avenue (see Item 1.1) and allow the site to be developed into a boutique hotel.

Proposed Disposition - The site will be transferred from the LSA to the City whereby it will be combined with the adjacent sites for use in the development of a boutique hotel per the City's Downtown Specific Plan and the former-RDA's Five Year Plans and the City intends to enter into a compensation agreement with each of the Affected Taxing Entities (ATE). See Exhibit 1.2 for back-up.



2. Future Development

2.1 - 2324 Second Street (former SBC building site) APN 097 0110 013 00

Property History/Description - This site consists of a 4,130 square foot building with a 3,140 square foot basement situated on a 12,662 square foot parcel. Built in 1922, the building was the location of the former AT&T Switching Station and is listed by the City as a site of historic significance. The site was purchased on December 7, 2004 for $780,000 using City Certificates of Participation (COPS) - non redevelopment funds provided by the City. These funds will need to be repaid to the City if the building is sold.

In August 2011, the City and former-RDA issued a Request for Proposals (RFP) in order to seek out an economically feasible, adaptive reuse of this historic site. Several proposals were received and the former-RDA and the City selected a developer (Mike Messinger) who agreed to purchase the site for the appraised value of $450,000 and renovate and convert the building to a restaurant use. The project is currently on hold until final resolution of the disposition of the property has been determined. The development of this site supports the stated goals of the former-RDA's Five Year Plans that includes,"...rehabilitation of structures and improvements by present owners, their successors and the Agency..." and the goal of the Downtown Specific Plan to build on the high-quality stock of historic structures to set the tone for design in the Downtown.

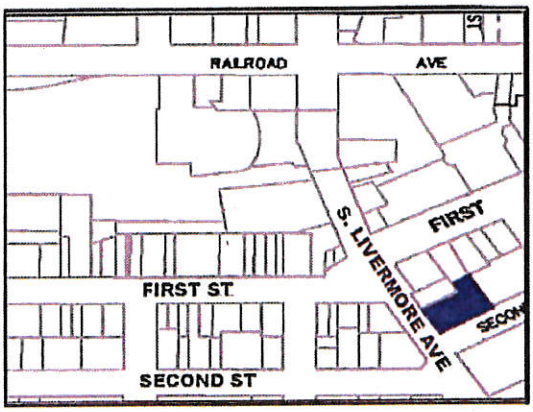
Original Purchase Price/Est. Current Value - The site was purchased in December 2004 for $780,000 using Certificates of Participation Funds from the City and as such, ownership was held in trust for the City by the former-RDA until a developer could be identified. In August 2011, the former-RDA and the City selected a developer who agreed to purchase the site for $450,000. The agreed upon price reflects the current market value of the building.

In its letter dated August 31, 2012, the DOF confirmed that the property was purchased using City Certificates of Participation Funds and should not have been listed with former Redevelopment Agency Assets.

Board Approvals - The transfer of the property from the former-RDA to the City as an asset held in trust for the City by the former-RDA was confirmed by the LSA's Oversight Board on May 16, 2012. The LSA's Oversight Board then reconfirmed the transfer on October 17, 2012, and again reconfirmed it on June 5, 2013.

Development Goals - When developed as planned, the building will become a viable commercial/ restaurant use that would generate sales and property taxes. The City intends to enter into a compensation agreement with each of the Affected Tax Entities (ATE), however, the City's $780,000 Certificates of Participation would still need to be repaid. Because the building is now worth less than when it was purchased in 2007 ($780,000) there would be no funds remaining for disbursement once this obligation is met.

Proposed Disposition - Under the LRPMP the site will be transferred from the LSA to the City. Upon transfer the site will be sold to the selected developer at the agreed to price and developed for restaurant use. Any proceeds derived from the sale will be used to repay the City's Certificates of Participation. See Exhibit 2.1 for back-up documents.



3. HOUSING ASSETS (FORMERLY ENFORCEABLE OBLIGATIONS)

3.1 – High Density Mixed Income Housing Development (Former Regional Performing Arts Theater) Railroad Ave, Livermore APN 098 0289 018 00

Property History/Description - In 2004 the City and the former-RDA entered into a Disposition and Development Agreement with the Livermore Valley Performing Arts Center, a 501(C)(3)nonprofit organization to develop the site into a 2,000 seat Regional performing arts theater. The DDA was amended to develop the Theater on this site in May 2009, and in December 2009 and on February 14, 2011 (2011-DDA). . Because of the RDA dissolution process the project was unable to obtain the Bond financing needed and the project will not move forward.

Consequently the DOF executed a settlement agreement that removed the DDAs from the enforceable obligation payment schedule and replaced it with the settlement amount. The Settlement Agreement was approved by the City Council in Capacity as the Livermore Successor Agency on October 6, 2014, Resolution number LSA 2014-01. The termination of the Regional Theater DDA was approved by City Council on November 24, 2014, Resolution number 2014-196 and by the LSA November 24, 2014, resolution number LSA-2014-04. The Oversight Board approved the settlement agreement on October 1, 2014, resolution number OB-018 and approved the termination of the Regional theater DDA on December 3, 2014, Resolution number OB-19 and then again on February 18, 2015 resolution number OB-24. The result is that the Regional Theater sites will not be developed as enforceable obligations and should instead be transferred as Housing Assets from the LSA to the City as the former-RDA's housing successor.

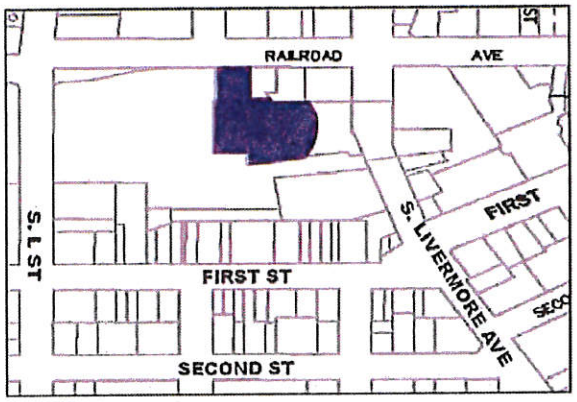
The site was originally part of the 5.5 acre Livermore Village site (APN 098-0289-021-00) that was acquired by the RDA for the development of a high density mixed income affordable housing project using local housing trust funds provided by the City. In 2009, approximately 1.5 acres of the eastern portion of the site was made into a separate parcel designated for the proposed 2,000 seat Regional Theater. The City and the former-RDA issued two Requests for Proposals for the remaining 3.5 acres of land for the development of a high density residential project. Because of market conditions, the City did not move forward on any of the proposals received. Since the development of the theater will not move forward, the site will be recombined with the 3.5 acre parcel and return to its original purpose and be developed into a high density mixed income housing development.

Original Purchase Price/Est. Current Value – The former-RDA purchased the entire 5 acre Lucky's site for approximately $10,100,000 in 2008 using local housing trust funds. In 2010 a Parcel Map divided the site and created the Livermore Village parcel, theater parcel, and plaza parcel. Current book value of all three parcels is $9,203,148.65. The former theater site parcel is approximately one acre in size giving it an estimated prorated book value of $1,840,630.

Board Approvals – The LSA's Oversight Board approved the transfer of this property to the City as a high density residential development site, along with the approval of the Long Range Property Management Plan, at its December 13, 2014 meeting.

Development Goals –The Long Range Property Management Plan goal for this site is for it to be developed into a mixed income, high density residential project.

Proposed Disposition - Under the dissolution legislation, all properties purchased by the former-RDA for use in the development of affordable housing shall remain with the identified housing successor agency in order to be developed into affordable housing. Because this property was originally acquired using local housing trust funds provided by the City, this property is a Housing Asset and should be transferred to the City, as the Housing Successor Agency, for development of affordable housing as originally proposed at the time of acquisition. This site did not receive funding from the former-RDA housing set-aside funds. Per the Long Range Property Management Plan goals and the goals established for the downtown under the Downtown Specific Plan and the RDA 5 Year Plan, the site will be transferred to the City where by it will be combined with the adjacent sites for use in the development of a high density mixed income residential project. See Exhibit 3.1 for back-up documents.



3.2 - High Density Mixed Income Housing Development 29 S Livermore Ave (Former Plaza) APN 098 0289 019 00

Property History/Description – This approximately .5 acre RDA owned site was the location for the proposed Regional Theater Plaza to be built in conjunction with the 2,000 seat Regional Theater to be located on the parcel adjacent to this site. Because of the RDA dissolution process the project has been was unable to obtain the Bond financing needed and the project will not move forward. Consequently the DOF executed a settlement agreement that removed the DDAs from the enforceable obligation payment schedule and replaced it with the settlement amount. The Settlement Agreement was approved by the City Council in Capacity as the Livermore Successor Agency on October 6, 2014, Resolution number LSA 2014-01. The termination of the Regional Theater DDA was approved by City Council on November 24, 2014, Resolution number 2014-196 and by the LSA November 24, 2014, resolution number LSA-2014-04. The Oversight Board approved the settlement agreement on October 1, 2014, resolution number OB-018 and approved the termination of the Regional theater DDA on December 3, 2014, Resolution number OB-19 and then again on February 18, 2015 resolution number OB-24. The result is that the Regional Theater plaza site will not be developed as an enforceable obligation and shall instead be transferred as a Housing Asset from the LSA to the City as the former-RDA's housing successor.

The .5 acre plaza site was originally part of the 5.5 acre Livermore Village site (APN 098 0289 021 00) that was acquired by the RDA for the development of a high density, mixed income, affordable housing project using local housing trust funds provided by the City. In 2009, approximately 1.5 acres of the eastern portion of the site was made into a separate parcel designated for the proposed 2,000 seat Regional Theater and plaza. With the demise of the Regional Theater project the site will no longer be used for a plaza for a Regional Theater. The site will now revert back to its original purpose and be combined with the adjacent Livermore Village Parcel to be developed into a high density mixed income residential project.

Original Purchase Price/Est. Current Value – The former RDA purchased the entire 5 acre Lucky's site for approximately $10,100,000 in 2008 using local housing trust funds provided by the City. In 2010 a Parcel Map divided the site and created the Livermore Village parcel, theater parcel, and plaza parcel. Current book value of all three parcels is $9,203,148.65. The former plaza site parcel is approximately one half acre in size giving it an estimated prorated book value of $920,315.

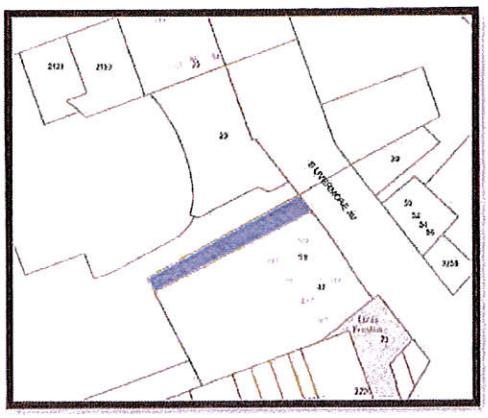
Board Approvals - The LSA's Oversight Board approved the disposition of the site as a high density residential development along with the approval of the Long Range Property Management Plan at its December 3, 2014 meeting.

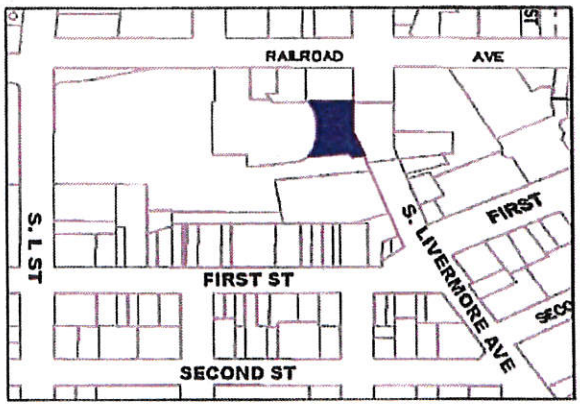
Development Goals - The Long Range Property Management Plan goal for this site is for the site to be recombined with the Livermore Village site and revert back to its original purpose of development into a mixed-use, high density residential project.

Proposed Disposition - Under the dissolution legislation, all properties purchased by the former-RDA for use in the development of affordable housing shall remain with the identified housing successor agency in order to be developed into affordable housing. Because this property was originally acquired using local housing trust funds provided by the City, this property is a Housing Asset and should be transferred to the City, as the Housing Successor Agency, for development of affordable housing as originally proposed at the time of acquisition. This site did not receive funding from the former-RDA housing set-aside funds. Per the Long Range Property Management Plan goals and the goals established for the downtown under the Downtown Specific Plan and the RDA 5 Year Plan, the site will be transferred to the City whereby it will be combined with the adjacent sites for use in the development of a high density mixed income residential project. See Exhibit 3.2 for back-up documents.

3.3 43 Livermore Avenue APN 097-0001-032-00

This driveway parcel was originally not included in the Long Range Property Management Plan as it was a property that was to be combined with the property located at 2093 Railroad Avenue (APN 098 0289 021 00) as a housing asset used as a street to serve the Livermore Village Site. A Lot Line Adjustment (LLA) 10-001 Certificate of Compliance was recorded June 30, 2010 Series 2010183153. It essentially certifies that the merger of the access strip into the remainder parcel by "removal of lot lines" is in compliance with the Map Act and local zoning ordinance. Upon recordation of the LLA 10-001 a Grant Deed must be recorded in order to deed (or merge) this access strip into the larger remainder parcel. The Grant Deed has not been completed yet. The LSA will complete the transfer to the City so that the property can be used as originally planned. This property also is classified as governmental purpose as it is to be dedicated to the City as a road for access to the housing project on the Livermore Village Site.

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4. Sale of Property

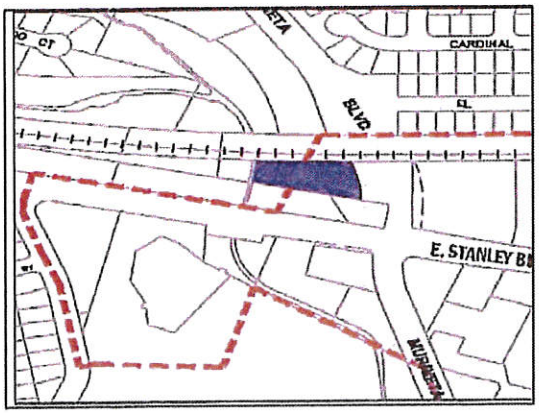
4.1- East Stanley Boulevard (vacant lot) APN 099 0175 025 00

Property History/Description - This remnant parcel was part of a former proposed BART site jointly purchased by the City and the former-RDA in December 2001. The entire 10.5 acre parcel was purchased for $699,135. In 2001 the site was divided into separate parcels two of which were developed into the Heritage Estates Affordable Senior Housing Project along with two remainder parcels. This first remainder parcel is approximately 26,476 square feet in size and is vacant and undeveloped. The site is a long triangular shape parcel zoned for commercial development. The site is land locked with railroad tracks to the north and a privately owned parcel to the south making access onto Stanley Blvd difficult. It also lies within the setback area of the Arroyo Mocho. Because of its proximity to the Railroad tracks, residential uses have been ruled out as economically infeasible. Over the last ten years proposals have been made by several developers to combine the site with an adjacent privately owned parcel and develop the site into either an automotive or restaurant use. Despite the former-RDA's willingness to provide these parcels at little or no cost, the proposed projects did not move forward and the site remains undeveloped.

Original Purchase Price/Est. Current Value - This parcel is an undeveloped remainder parcel. No appraisals have been conducted on this site.

Board Approvals - The transfer of the property from the former-RDA to the City for a governmental purpose was confirmed by the LSA's Oversight Board on June 6, 2012. The LSA's Oversight Board then reconfirmed the transfer on October 17, 2012.

Development Goals - The goal of the site under the Long Range Property Management Plan is to sell the property through the dissolution process. When sold the LSA intends to distribute the proceeds to the Affected Tax Entities (ATE) to allocate sales proceeds based on percentages derived from the Alameda County Tax Assessors and outlined in the LRPMP. See Exhibit B.10 for back-up documents.



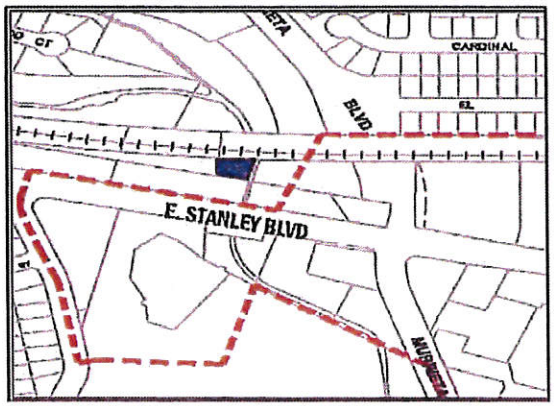
4.2- Arroyo Mocho (vacant lot) APN 099 0175 026 00

Property History/Description - The second of two remainder parcels left over from the development of the former BART site (see above) into the Heritage Estates Senior Housing development, this 20,133 square foot site borders Standard Pacific Railroad tracks to the north and is divided north to south by the Arroyo Mocho Creek. Because it is directly on the Arroyo Mocho and due to the location of the railroad tracks development of this site by itself would be very difficult.

Original Purchase Price/Est. Current Value - This parcel is an undeveloped remainder parcel. No appraisals have been conducted on this site.

Board Approvals - The transfer of the property from the former-RDA to the City for a governmental purpose to be used for possible public open space was confirmed by the LSA's Oversight Board on June 6, 2012. The LSA's Oversight Board then reconfirmed the transfer on October 17, 2012.

Development Goals - The goal of the site under the Long Range Property Management Plan is to sell the property through the dissolution process. When sold the LSA intends to distribute the proceeds to the Affected Tax Entities (ATE) to allocate sales proceeds based on percentages derived from the Alameda County Tax Assessors and outlined in the LRPMP. See Exhibit B.11 for back-up documents.



PROPERTIES TRANSFERRED AND APPROVED BY THE OVERSIGHT BOARD

A. Housing Assets

Affordable Housing Sites

Under the dissolution legislation, all properties purchased by the former-RDA for use in the development of affordable housing shall remain with the identified housing successor agency in order to be developed into affordable housing. On February 2012 the Livermore City Council voted to be named the LSA for the former-RDA.

In its letter to the City dated August 31, 2012 the DOF determined that as housing sites these properties would remain as property of the City when it approved the Housing Asset Transfer Report. See Exhibit A for a copy of the letter.

Each of the following seven Affordable Housing sites properties were acquired using City funds (either Housing In-Lieu funds or State funds loaned to the City) for the purpose of developing affordable housing. Housing In-Lieu funds are a local source of money obtained through development fees received from the City's Inclusionary housing program exclusively for use in the development of affordable housing. None of the following seven Affordable Housing sites received funding from the former-RDA housing set-aside. No redevelopment funds have been used for these projects.

Affordable Housing Site Debt Obligations

If each of the housing sites is developed as planned into affordable housing projects there would be no additional fiscal impacts to the City or the Taxing Entities other than potential City housing subsidies that may be needed to ensure affordability. If the sites were to be sold as part of the dissolution process, then the City and State resources used to acquire the sites would need to be repaid. Since these sites were acquired prior to the drop in land prices, staff believes there would be no funds remaining for disbursement to the taxing entities once the acquisition loans were repaid.

A.1 - 2093 Railroad Avenue and 20-22 South L Street (Livermore Village site) APN 098 0289 021 00

Property History/Description - This 5.5 acre site located in the heart of the Downtown on the former Lucky Shopping Center site was purchased in 2008 for approximately $10,100,000 for the development of a mixed-income high density owner-occupied housing project with an affordable component.

In 2006 the City, former-RDA and Anderson Pacific entered into a Loan Agreement and Development Agreement to acquire and develop the former Lucky Shopping Center site into a 260 unit high density residential housing project that was in keeping with the goals of the Downtown Specific Plan. Anderson Pacific purchased the site from a private owner in 2006 and obtained entitlements to develop the site. With the collapse of the real estate market, the project was no longer financially feasible and Anderson was not able

to move forward with the development. In 2008 Anderson Pacific sold the site to the former-RDA for approximately $10,100,000. To assist with acquiring the site, the City obtained a $5,000,000 loan from the State Residential Development Loan Program (RDLP) and provided an additional $5,000,000 in local affordable housing trust funds (non-RDA) to complete the acquisition. Both these sources of funds restrict the use of the site to a residential development with an affordable component. The RDLP loan funds must be repaid to the State by January 2014. The current value of the site is estimated to be less than $5,000,000.

In 2010 approximately 1.5 acres of the eastern portion of the site was made into a separate parcel designated for the proposed 2,000 seat Regional Theater. The City and the former-RDA issued two Requests for Proposals for the remaining 3.5 acres of land for the development of a high density residential project. Several development proposals were received from private for-profit developers wishing to develop the site into high density residential units. The proposals valued the land at between $0 to $2,000,000. Because of market conditions, the City did not move forward on any of these proposals.

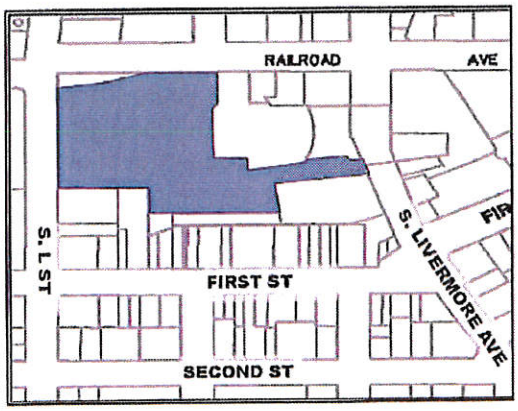
The development of this site into a high density residential project is a top priority of the City's Downtown Specific Plan and the former-RDA's Five Year Plans.

The Downtown Specific Plan not only recognizes this project as a key catalyst for the Downtown but also outlines the essential benefits derived from its development which includes increased sales and property taxes for the area derived from additional residences and workers in the Downtown. Due to the major downturn in the housing market, the site has not been able to be redeveloped as planned into a high density, transit-oriented residential development to date.

Original Purchase Price/Est. Current Value - The former RDA purchased the entire five acre Lucky's site for approximately $10,100,000 in 2008 using City affordable housing funds. In 2010 a Parcel Map divided the site and created the Livermore Village parcel, theater parcel, and plaza parcel. Current book value of all three parcels is $9,203,148.65. The site is approximately 3.5 acres in size giving it an estimated prorated book value of $6,442,204.

Board Approvals - The transfer of the property from the former-RDA to the City for a governmental purpose to be used for affordable housing was confirmed by the LSA's Oversight Board on June 6, 2012. The LSA's Oversight Board then reconfirmed the transfer on October 17, 2012, and again reconfirmed it on June 5, 2013.

Development Goals - The goal for the site under the Long Range Property Management Plan is to continue to develop it as a high density residential project with an affordable component and repay the $5,000,000 State RDLP loan. See Exhibit A.1 for back-up documents.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A.2 - 2047 First Street (former Greiner parcel) APN 097 0013 009 00

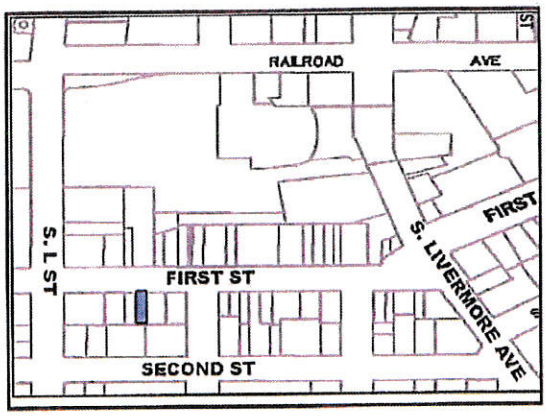
Property History/Description - Purchased in September 2005, the City advanced $440,000 in funds through CalHFA's HELP loan program for the acquisition of this 2,500 square foot vacant lot in order to develop a mixed-use affordable housing project for very low-income households with disabilities. The outstanding State HELP loan is due September 2014. Prior to its acquisition the site remained a vacant and blighted eyesore with no plans by the owner to redevelop the site. The site is zoned Downtown Specific Plan District Core Area which allows for the development of mixed use residential/commercial property.

The City has entered into an Exclusive Negotiating Rights Agreement with Eden Housing, a nonprofit housing developer, to develop, own and manage the site. Eden has proposed to develop the site into a mixed-use housing development consisting of five residential rental units affordable to very low-income households with disabilities. This proposal is in keeping with the goals of the Downtown Specific Plan to expand the amount of affordable housing in the area and is in keeping with the appropriate use of the City's affordable housing funds that were used to acquire the site.

Original Purchase Price/Est. Current Value - This parcel was purchased in September 2005 for $440,000. Although no appraisals have been conducted, it is estimated that the value of land in the downtown has declined by approximately 25% in the last 5 years.

Board Approvals - The transfer of the property from the former-RDA to the City as an affordable housing asset to be used for affordable housing purposes was confirmed by the LSA's Oversight Board on May 16, 2012. The LSA's Oversight Board then reconfirmed the transfer on October 17, 2012, and again reconfirmed it on June 5, 2013.

Development Goals - The goal for this site under the Long Range Property Management Plan is to continue with the City's and former-RDA's goal to develop the site into affordable rental housing. Preliminary plans have been developed and the developer was prepared to take the project through its entitlement process when the project was put on hold until final resolution of the former-RDA dissolution process. The site is ready to be taken through its entitlement process once property dissolution has finally been determined. See Exhibit A.2 for back-up documents.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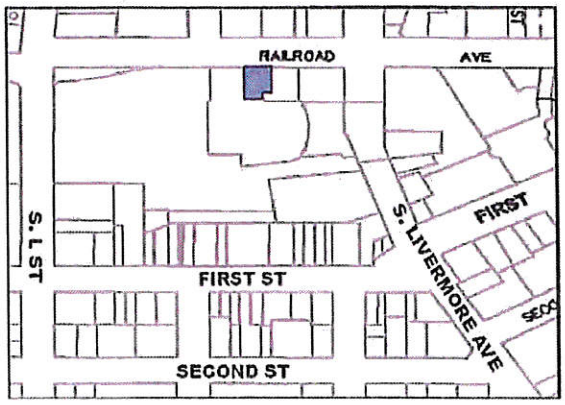
A.3 - 2121 Railroad Avenue (former Harris parcel) APN 098 0289 020 00

Property History/Description - The site is composed of a 1,551 square foot vacant, blighted, uninhabitable building situated on a 3,715 square foot parcel. The property was acquired in May 2009 through an advance of the City's Housing Trust Fund to the former-RDA. Per the City's Downtown Specific Plan the site is zoned for residential uses. In February 2010 the City entered into an Exclusive Negotiating Rights Agreement with Eden Housing, a nonprofit housing developer, to develop this site and the site adjacent to it on 2139 Railroad Avenue into an affordable housing project. This project was subsequently funded through the State's Local Housing Trust Fund Grant program awarded to the City for the development of new affordable units.

Original Purchase Price/Est. Current Value – This site was purchased in May 2009 for $740,000. Although no appraisals have been conducted, it is estimated that the value of land in the downtown has declined by approximately 25% in the last 5 years.

Board Approvals - The transfer of the property from the former-RDA to the City as an affordable housing asset to be used for affordable housing purposes was confirmed by the LSA's Oversight Board on May 16, 2012. The LSA's Oversight Board then reconfirmed the transfer on October 17, 2012, and again reconfirmed it on June 5, 2013.

Development Goals - In keeping with the appropriate use of the City's affordable housing funds that were used to acquire the site, and the Downtown Specific Plan goal to expand the amount of affordable housing in the area, the Long Range Property Management Plan for this site is to continue with the City and former-RDA initiated development as an affordable, mixed-use housing project. See Exhibit A.3 for back-up documents.



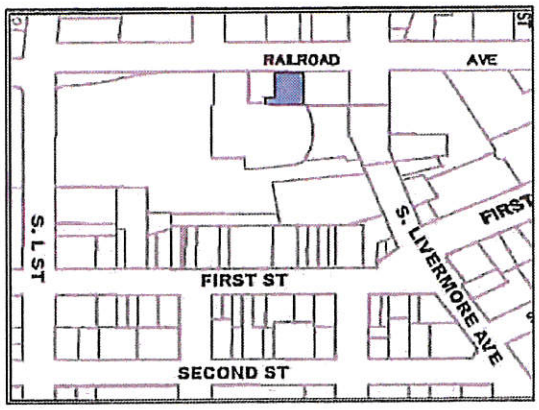
A.4 - 2139 Railroad Avenue (former Kibler parcel) APN 098 0289 002 01

Property History/Description - The site is composed of a 3,983 square foot vacant, blighted building on a 7,902 square foot parcel property which was acquired in May 2009 through an advance of the City's Housing Trust Fund to the former-RDA. City Housing Trust funds can only be used for the development of affordable housing. Per the City's Downtown Specific Plan the site is zoned for residential uses. In February 2010 the City entered into an Exclusive Negotiating Rights Agreement with Eden Housing, a nonprofit housing developer, to develop this site and the adjacent site at 2121 Railroad Avenue into an affordable senior housing project.

Original Purchase Price/Est. Current Value - This site was purchase in May 2009 for $1,364,763. Although no appraisals have been conducted, it is estimated that the value of land in the downtown has declined by approximately 25% in the last 5 years.

Board Approvals - The transfer of the property from the former-RDA to the City as an affordable housing asset to be used for affordable housing purposes was confirmed by the LSA's Oversight Board on May 16, 2012. The LSA's Oversight Board then reconfirmed the transfer on October 17, 2012, and again reconfirmed it on June 5, 2013.

Development Goals - Per the goals of the Downtown Specific Plan to expand the amount of affordable housing in the area, and in keeping with the appropriate use of the City's affordable housing funds that were used to acquire the site, the goal for this site under the Long Range Property Management Plan is to continue with the City and former-RDA plans to develop the site into affordable rental housing. See Exhibit A.4 for back-up documents.



A.5 - 1635 Chestnut Street (former Antrim Shopping Center) APN 098 0290 006 07 and 098 0290 011 01

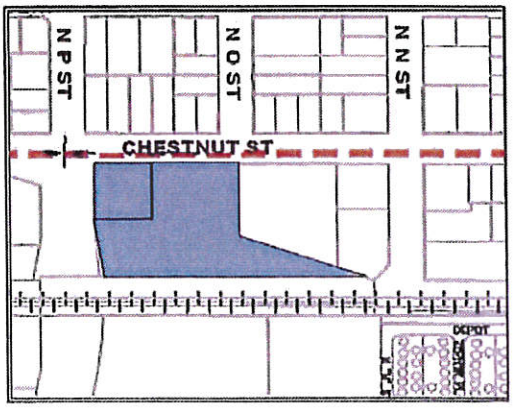
Property History/Description - These parcels (91,282 square feet and 15,483 square feet, respectively) consist of a mostly vacant, blighted neighborhood shopping center and were purchased in July 2010 using $2,500,000 of City Housing Trust Funds with the purpose of developing the site into a mixed ownership/rental, market rate and affordable housing project. A Request for Qualifications to develop the site was distributed in January 2010 and MidPeninsula Development (MidPen), a nonprofit housing developer, was selected and engaged through an Exclusive Negotiating Rights Agreement. MidPen proposes to develop the site into a multi-phase, affordable multifamily rental community and proposes to partner with Pulte Homes to develop a market rate ownership component.

Original Purchase Price/Est. Current Value - Purchased in July 2010 for $2,500,000 although no appraisals have been conducted since then.

Board Approvals - The transfer of the properties from the former-RDA to the City as an affordable housing asset to be used for affordable housing purposes was confirmed by the LSA's Oversight Board on May 16, 2012. The LSA's Oversight Board then reconfirmed the transfer on October 17, 2012, and again reconfirmed it on June 5, 2013.

Development of the site by Mid Penn satisfies the goal of the Downtown Specific Plan to expand the amount of affordable housing in the area and is in keeping with the appropriate use of the City's affordable housing funds that were used to acquire the site,

Development Goals - The goal for this site under the Long Range Property Management Plan is to continue with the City's and former-RDA's plans to develop the site into affordable rental housing. This is in keeping with the goals of the Downtown Specific Plan to expand the amount of affordable housing in the area and is in keeping with the appropriate use of the City's affordable housing funds that were used to acquire the site. See Exhibit A.5 for back-up documents.



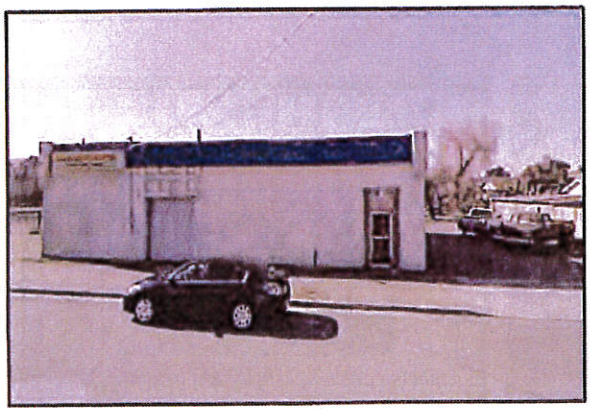
A.6 - 241 North M Street (D & M Auto Machine Shop) APN 098 0250 001 03

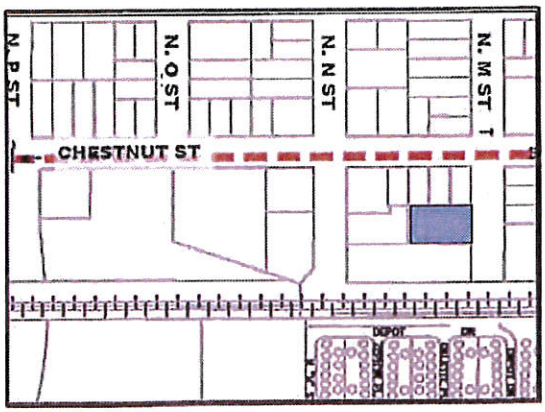
Property History/Description - This site is composed of a 3,300 square foot building on a 15,000 square foot lot. The parcel was purchased by the former-RDA on June 6, 2008 using $400,000 in State CalHFA HELP funds loaned to the former-RDA by the City for the acquisition. No RDA funds were used in the purchase. The site is currently used as a machine shop specializing in custom auto parts. The shop owner has a long term lease for the site that expires in March 2019. Under the terms of the lease, the tenant is required to pay approximately $340 per month. Maintenance costs to the City for the site are approximately $250 per month and include landscaping, lighting and parking lot maintenance. Because of the nature of the business, the length of operation and the chemicals/oils used by the business, the property is considered a Brownfields site with an undetermined clean up liability.

Original Purchase Price/Est. Current Value - Purchased in June 2008 for $400,000, the sites below market lease payment, the potential for Brownfield mitigation and the decline in downtown property values make it difficult to estimate a value for the property. No appraisals have been conducted.

Board Approvals - The transfer of the property from the former-RDA to the City as an affordable housing asset to be used for affordable housing purposes was confirmed by the LSA's Oversight Board on May 16, 2012. The LSA's Oversight Board then reconfirmed the transfer on October 17, 2012, and again reconfirmed it on June 5, 2013.

Development Goals - Under the Long Range Property Management Plan, and in accordance with the goals of the Downtown Specific Plan to expand the amount of affordable housing in the area, and in keeping with the appropriate use of the City's affordable housing funds that were used to acquire the site, it should continue to be used for the development of an affordable housing project. See Exhibit A.6 for back-up documents.





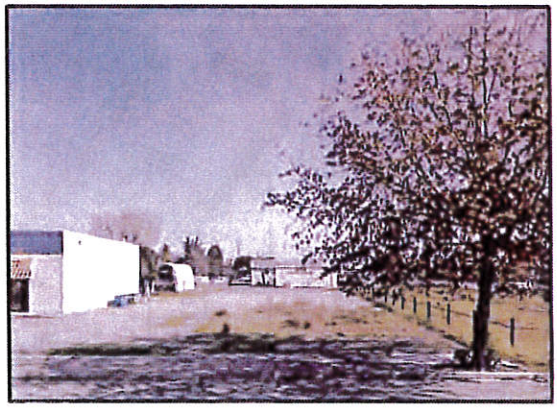
A.7 - 242 North N Street (former DMV site) APN 098 0250 002 04

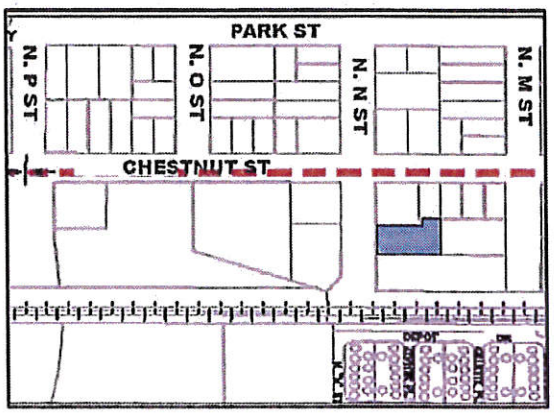
Property History/Description - This 12,932 square foot vacant site was acquired along with the Chestnut/Antrim Parcel at 1635 Chestnut Ave as part of an assemblage of sites for use in the development of affordable housing. The site was acquired through a Low Income Housing Agreement between the City and Arroyo Crossing, Inc., a residential developer, in order to satisfy the inclusionary housing requirement for a large residential project. The lot will be assembled with adjacent City owned parcels to develop a multifamily rental project affordable to families, seniors and the disabled. No former-RDA funds were used in the site's acquisition.

Original Purchase Price/Est. Current Value – This parcel was purchased in 2010 as part of the former land owner's obligation to satisfy the City's Inclusionary Housing Ordinance. No appraisals of the property have been conducted.

Board Approvals - The transfer of the property from the former-RDA to the City as an affordable housing asset to be used for affordable housing purposes was confirmed by the LSA's Oversight Board on May 16, 2012. The LSA's Oversight Board then reconfirmed the transfer on October 17, 2012, and again reconfirmed it on June 5, 2013.

Development Goals - The goal for the site under the Long Range Property Management Plan is to combine this parcel with 241 North M street for use in the development of a high density affordable housing project serving very low-income households with disabilities. This goal is in keeping with the goals of the Downtown Specific Plan to expand the amount of affordable housing in the area, as well as to meet the goals of the City's Inclusionary Housing Program for which this site was obtained. See Exhibit A.7 for back-up documents.





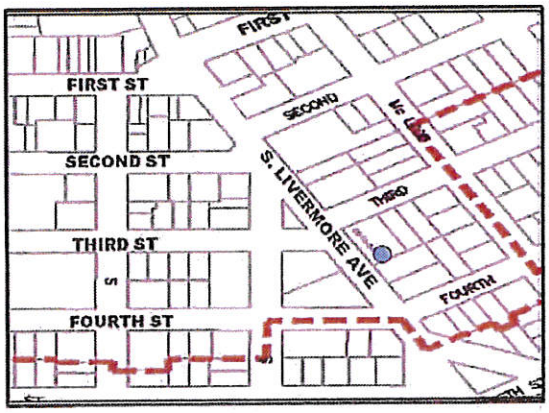
A.8 - 318 South Livermore Avenue #112 (Savannah Terrace Affordable housing unit for persons with disabilities) APN 097 0108 018 00

Property History/Description - Savannah Terrace is a former Brownfield project acquired and entitled by the former-RDA and then purchased by Real Freedom Inc. who developed the site into an eight unit townhouse project. As part of its agreement with the City and the former-RDA the developer was required to offer two of the units at an affordable price to very low-income developmentally disabled persons. In order to make the financing work for this project the City provided below market mortgages. The former-RDA received the property on December 31, 2008, entered into a purchase agreement with a low-income developmentally disabled person in December 2010, and transferred the property to the City on March 23, 2011 after real estate market conditions prevented the completion of the sale transaction until after the dissolution of the RDA.

Board Approvals - The sale of the property to a very low-income disabled homebuyer was originally approved by the former-RDA on December 13, 2010, and by the City of Livermore on May 9, 2011. The transfer of the property from the former-RDA to the City as an affordable housing asset to be used for affordable housing purposes was confirmed by the LSA's Oversight Board June 5, 2013.

Original Purchase Price/Est. Current Value - This property was sold on May 31, 2011 to a very low-income disabled homebuyer for $180,000.

Development Goals - The unit was purchased at an affordable price by a lower-income developmentally disabled person in May 2011. Under the terms of the loan agreement between the buyer and the City, the unit will remain affordable for at least 30 years. See Exhibit A.8 for back-up documents.



B. GOVERNMENTAL PURPOSE ASSETS

B.1 - 62-90 South L Street APN 097 0001 026 01

Property History/Description - A 5,765 square foot parcel formerly developed with commercial uses that included three tenants when the property was purchased on August 31, 2007 for $2,186,622 using Tax Allocation Bond proceeds. Since that time, two of the three original tenants have vacated the site. Lease revenue generated through tenant leases has been reduced to $1,879 per month. The former-RDA worked with former tenants, Kelley's Meats and The Bottle, Book and Smoke Shop, on the relocation of their businesses. There are currently two tenants, Domino's Pizza and the Bothwell Art Studio Annex, with one unit unoccupied. Common area maintenance and building up keep costs are estimated to be $1,868 per month.

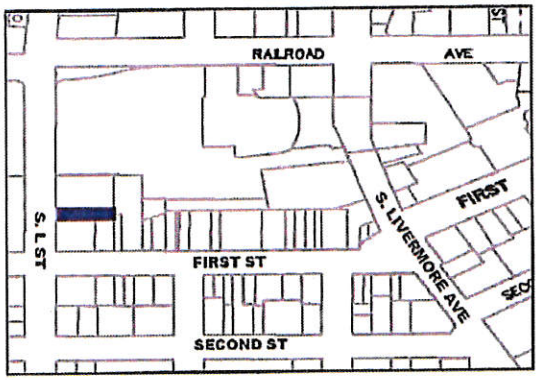
This parcel is part of an assemblage of parcels that includes 50 South L Street (KFC) and the vacant parcel behind 2056 -2068 First Street (Corbett) for use in the development of a 500 space public parking structure which would provide parking for residential use, as well as other Downtown uses. The site is zoned Downtown Specific Plan, Subarea 2 of the Core District, which allows the site to be developed only for public parking, either as part of a structure or as surface parking. Since there is no charge for parking in the rest of the Downtown, no income would be derived from such a use. Consequently the land has no use value beyond its intended public use as the site for a parking structure. No environmental assessments have been conducted on these sites. City ownership of the site is consistent with the Downtown Specific Plan goal to facilitate the development of a 500- space parking garage and to satisfy the provision of providing adequate land for parking and open space.

Since 2005 the City has collected Parking In-Lieu funds from downtown developers and property owners under its Parking In-Lieu Program in order to build public City-owned parking structures for use in the downtown in-lieu of the property owners providing privately owned parking on-site. Developers have already provided funding under this program and these sites have been designated to provide the public parking needed for existing and future businesses. This site is designated as a proposed parking structure site under the City's downtown Specific Plan and the former-RDA Five Year Plan. As outlined in the plans, the proposed parking structures would be City owned and maintained.

Original Purchase Price/Est. Current Value - This property was purchased in August 2007 for $2,186,622. Although no formal appraisals have been completed since then, commercial properties in the Downtown have declined in value over the last five years by at least 25%.

Board Approvals - The transfer of the property from the former-RDA to the City for a governmental purpose to be used for public parking was confirmed by the LSA's Oversight Board on June 6, 2012. The LSA's Oversight Board then reconfirmed the transfer on October 17, 2012, and again reconfirmed it on June 5, 2013. The need for additional public parking in the Downtown is outlined in the City's General Plan,

Downtown Specific Plan and the former-RDA's Five Year Plans.
Development Goals - While not subject to the Long Range Property Management Plan, but in recognition of these facts and the fact that the financing and maintenance of the structure will come from sources identified by the City, the City's long range plan for the property is to keep ownership of the site with the City and to allow development of the parking structure to move forward. See Exhibit B.1 for back-up documents.



B.2 - 50 South L Street (former KFC site) APN 097 0001 026 02

Property History/Description - The former-RDA purchased this 16,814 square foot site for $1,295,000 using Tax Allocation Bond proceeds in August 2007 and transferred it to the City on March 23, 2011 as part of an assemblage of parcels that includes 62 - 90 South L Street (Kelley's Meats/Domino's Pizza) and the vacant parcel behind 2056 - 2068 First Street (Corbett) for use in the development of a 500 space public parking structure. This structure will provide much needed parking for businesses located in this area of the Downtown whose patrons have relied on the soon to be developed Livermore Village site for their parking needs. The site is zoned Downtown Specific Plan, Subarea 2 of the Core District, which allows the site to be developed only for parking - either as part of a structure or as surface parking. The need for parking is identified in the Downtown Specific Plan and in the former-RDA's Five Year Plans as a critical component to ensure the economic vitality of the Downtown Project Area.

City ownership of the site is consistent with the Downtown Specific Plan goal to facilitate the development of a 500-space parking garage and to satisfy the provision of providing adequate land for parking and open space. No environmental assessments have been conducted on this site.

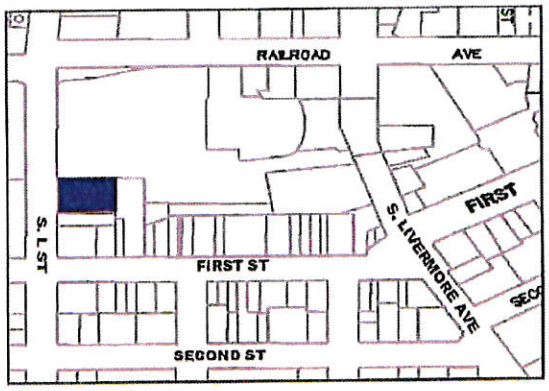
Since 2005 the City has collected In-Lieu funds from downtown developers and property owners under its Parking In-Lieu Program in order to build public City-owned parking structures for use in the downtown in-lieu of the property owners providing privately owned parking on-site. Developers and property owners have already provided funding under this program and these sites have been designated to provide the public parking needed for these already existing businesses. This site is designated as a proposed parking structure site under the City's downtown Specific Plan and the former-RDA Five Year Plan. As outlined in the plans, the proposed parking structures would be City owned and maintained.

Original Purchase Price/Est. Current Value - This site was purchased August 2007 for $1,295,000. Since parking is free in the rest of the Downtown, no income will be derived from such a use. Consequently the land has no use value beyond its intended public use as the site for a parking structure. This site is now vacant and scheduled for demolition.

Board Approvals - The transfer of the property from the former-RDA to the City for a governmental purpose to be used for public parking was confirmed by the LSA's Oversight Board on June 6, 2012. The LSA's Oversight Board then reconfirmed the transfer on October 17, 2012, and again reconfirmed it on June 5, 2013. The need for additional public parking in the Downtown is outlined in the City's General Plan, Downtown Specific Plan and the former-RDA's Five Year Plans.

Development Goals - While not subject to the Long Range Property Management Plan, but in recognition of these facts and the fact that the financing and maintenance of the structure will come from sources identified by the City, the City's long range plan for this

site is to keep ownership of the site with the City and to allow development of the parking structure to move forward. See Exhibit B.2 for back-up documents.



B. 3 - Vacant Parcel Behind 2056 - 2068 First Street (former Corbett Parcel)
APN 097 0001 036 00

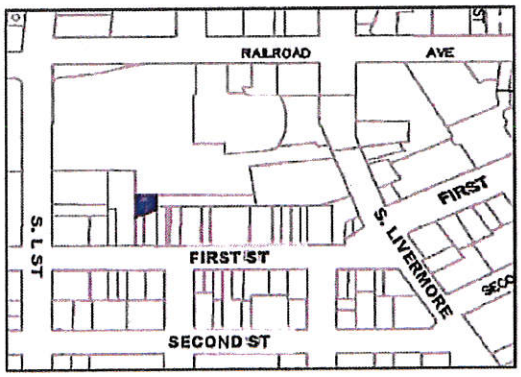
Property History/Description - Purchased on July 6, 2010 for $157,762 using Tax Allocation Bond proceeds, this land-locked parcel was created through the division of a larger site 2056 – 2068 First Street in order to provide road and alley access for the proposed parking structure on L Street. Along with 62-90 South L Street (APN 097 0001 026 01) and 50 South L Street (APN 097 0001 026 02) it is part of an assemblage of parcels for use in the development of a critically needed Downtown parking structure. The site is currently zoned Downtown Specific Plan, Subarea 1 of the Downtown Core.

Since 2005 the City has collected In-Lieu funds from downtown developers and property owners under its Parking In-Lieu Program in order to build public City-owned parking structures for use in the downtown in-lieu of the property owners providing privately owned parking on-site. Developers and property owners have already provided funding under this program and these sites have been designated to provide the public parking needed for these already existing businesses. This site is designated as a proposed parking structure site under the City's downtown Specific Plan and the former-RDA Five Year Plan. As outlined in the plans, the proposed parking structures would be City owned and maintained.

Original Purchase Price/Est. Current Value - Purchased for $157,762 on July 6, 2010, the size and location of the site makes this parcel undevelopable except as part of a right-of-way extension and consequently has vey limit resale value.

Board Approvals - The transfer of the property from the former-RDA to the City for a governmental purpose to be used for public parking was confirmed by the LSA's Oversight Board on June 6, 2012. The LSA's Oversight Board then reconfirmed the transfer on October 17, 2012, and again reconfirmed it on June 5, 2013.The need for additional public parking in the Downtown is outlined in the City's General Plan, Downtown Specific Plan and the former-RDA's Five Year Plans.

Development Goals - This site addresses the Downtown Specific Plan goal to facilitate the development of a 500-space parking garage. The goal for this site under the Long Range Property Management Plan is to continue to move towards development, along with other adjacent sites, into a public a parking structure. See Exhibit B.3 for back-up documents.


RAILROAD
AVE
S. L ST
FIRST ST
SECOND ST
S. LIVERMORE
FIRST

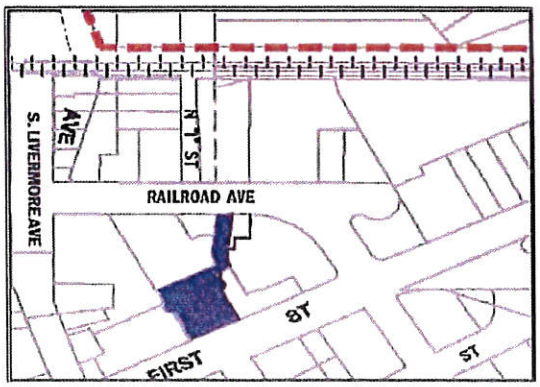
B.4 - 2450 First Street (Bankhead Plaza and Walkway) APN 098 0407 026 00

Property History/Description - This irregularly shaped 27,922 square foot site was acquired by the former-RDA for $952,000 between 2000 and 2003 (acquired as three separate parcels) in part to satisfy the Downtown goal to establish a pedestrian friendly Downtown with walking access to the Downtown commercial retail center, transit center and future housing developments as well as to construct the existing plaza. The former-RDA received a $1.2 million grant in 2006 from the Metropolitan Transportation Commission (MTC) for a Downtown Livermore Pedestrian Transit Connections Program in order to make these pedestrian improvements. The project, which completed construction in early 2010, provides a direct, safe and attractive pedestrian connection from the Livermore Village site, through the LVC Plaza, to the Downtown Transit Center. The project provides an important pedestrian link between transit and local housing, business and activity centers.

Original Purchase Price/Est. Current Value - This parcel was part of an assembly of parcels acquired over a 3 year period that also included the site for the Bankhead Theater. Separate parcels were created as part of the pathway, plaza and landscaped paths. The estimated purchase price for these sites is $952,000. As a Pathway and Plaza there is little or no development potential or economic value beyond its current use.

Board Approvals - The transfer of the property from the former-RDA to the City for a governmental purpose to be used as a public plaza and walkway was approved by the LSA's Oversight Board on June 5, 2013, and is in keeping with City's General Plan, Downtown Specific Plan and the former-RDA's Five Year.

Development Goals - The Pathway satisfies the goal of the former-RDA's Five Year Plans to "Maximize transit opportunities for commuters to conveniently travel to Downtown Livermore" and "The elimination of environmental deficiencies in the Project Area, including, among others, small and irregular lots, obsolete and aged building types, substandard alleys and inadequate or deteriorated public improvements." See Exhibit B.4 for back-up documents.



B. 5 - Railroad Avenue (Behind Bankhead - adjacent to Plaza Walkway)
APN 098 0407 030 02

Property History/Description - Purchased in March 2002, this 4237 square foot triangular shape parcel is an undeveloped remainder piece left over from the development of the Livermore Valley Center. Although zoned commercial, because of its size and shape it is considered to have limited development potential. The parcel was purchased using Tax Allocation Bond proceeds, is minimally landscaped, and is currently used as a bus stop. Other proposals for the site include the possible location of a common area trash enclosure and public park space.

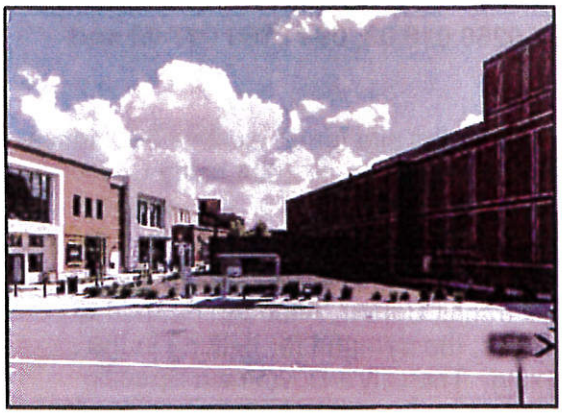
Its current use as a bus stop and possible future location of a trash enclosure helps to satisfy the goals for the Downtown to strengthen retail and commercial functions in the Downtown and strengthen the economic base of the Project Area and the community through the installation of necessary site improvements to stimulate new commercial expansion, employment and economic growth.

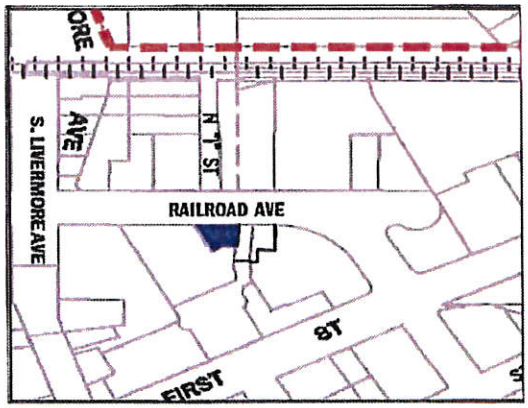
Continued use as a bus stop also maximizes transit opportunities for commuters to conveniently travel to Downtown Livermore. It increases the economic vitality of the Downtown. through the elimination of environmental deficiencies in the Project Area, including small and irregular lots, as well as provides Pedestrian improvements to enhance circulation throughout the Downtown, facilitates transit orientated development, and allows residents to easily and safely walk to transit services for transportation to work and other activities.

Original Purchase Price/Est. Current Value - As an undeveloped remainder parcel left over from the development of the Livermore Valley Center it has limited current economic value beyond its present use as a bus stop and a possible location of a trash enclosure for use by the Livermore Valley Center businesses or for use as public open space.

Board Approval - The transfer of the property from the former-RDA to the City for a governmental purpose consistent with parks and pathways was approved by the LSA's Oversight Board on June 5, 2013. The need for additional open space in the Downtown is outlined in the City's General Plan, Downtown Specific Plan and the former-RDA's Five Year Plans.

Development Goal - The Long Range Property Management Plan goal for this site is to continue to maintain the site with the intent for a governmental use consistent with parks and pathways, as well as a possible location for a trash enclosure for use by the surrounding businesses to be maintained by the City. The bus stop will remain located along its northern frontage to be used by the tenants of the Livermore Valley Center (LVC). See Exhibit B.5 for back-up documents




ORE
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N 1st ST
RAILROAD AVE
ST
FIRST

B.6 - 2350 - 2418 Railroad Avenue APN's 098 0260 018 03, 098 0260 017 02 and 098 0260 018 04

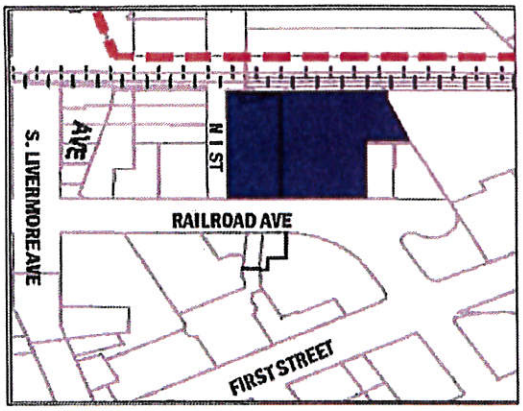
Property History/Description - These parcels make up the site for an existing 530 space public parking structure. The parking structure was built in August 2004 using City funds, Tax Allocation Bond proceeds and grants totaling $14,000,000. Its need was outlined in the City's Downtown Specific Plan as well as the former-RDA's Five Year Plans. Parking is provided for free. A designated number of spaces are used to provide free parking for the users of the adjacent transit Center. Although needed to provide adequate parking for Downtown businesses, the demand for parking in the Downtown is not high enough to charge for parking. The City's Downtown Specific Plan and the former-RDA Five Year Plans specifically call out the need for parking in the Downtown in order to create a vibrant economic atmosphere.

The structure was constructed in anticipation of the implementation of the City's Downtown In-Lieu Parking Program whereby developers of downtown parcels pay a per space fee to the City instead of providing on-site parking. The City in turn uses these funds to provide and maintain the agreed upon needed public parking spaces. Any changes in ownership of this structure would violate this program agreement and eliminate parking designated for businesses that pay for parking through this program.

Original Purchase Price/Est. Current Value - The total project cost to acquire the site and construct the parking structure was approximately $14,000,000. These spaces are provided to the public without charge. The cost to maintain the structure, and provide security is approximately $21,000 per year.

Board Approvals - The transfer of the properties from the former-RDA to the City for a governmental purpose to be used for public parking was confirmed by the LSA's Oversight Board on June 6, 2012. The LSA's Oversight Board then reconfirmed the transfer on October 17, 2012, and again reconfirmed it on June 5, 2013. The need for additional public parking in the Downtown is outlined in the City's General Plan, Downtown Specific Plan and the former-RDA's Five Year Plans.

Development Goal - The Long Range Property Management Plan goal for this site is to have the City maintain ownership and provide for all the maintenance and security costs for the structure. See Exhibit B.6 for back-up documents.


S. LIVERMORE AVE
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RAILROAD AVE
FIRST STREET

B.7 - 159 North I Street APN's 098 0280 001 02, 098 0280 002 01, and 098 0280 002 02

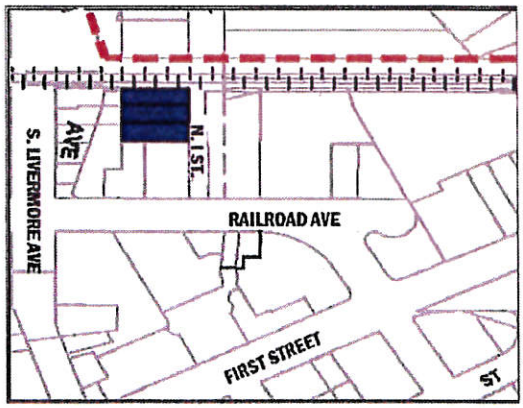
Property History/Description - Three parcels that were acquired and assembled for the development of a 500 space parking structure. Parcels 098 0280 001 02 and 098 0280 002 01 are 6,000 and 7,500 square feet in size (respectively) and are three of five parcels that were acquired from Union Pacific Railroad by eminent domain in May 2005. Parcel 098 0280-002-02 is 7,500 square feet and was purchased in July 2006. The three parcels were purchased for approximately $571,875 with Tax Allocation Bond proceeds. If developed into a 500 space parking structure, these sites will help address the need for parking in the eastern portion of the Downtown, an area that includes such car-intensive uses as the 13-screen movie Cinema, the Bankhead Community Theater, and the future hotel.

These parcels, along with the existing parking structure, were constructed in adherence to the City's Downtown In-Lieu Parking Program whereby developers of downtown parcels pay a per space fee to the City instead of providing on-site parking. The City in turn uses these funds to provide and maintain the agreed upon needed public parking spaces. Any changes in ownership of these parcels would violate this program agreement and eliminate future parking designated for businesses that pay for parking through this program.

Price/Est. Current Value - These three parcels were purchased for approximately $571,875 in 2005 and 2006. The land is currently zoned Downtown Specific Plan, Subarea 2 of the Core District which only allows for parking uses and greatly limits the development value of the site.

Board Approvals - The transfer of the properties from the former-RDA to the City for a governmental purpose to be used for public parking was confirmed by the LSA's Oversight Board on June 6, 2012. The LSA's Oversight Board then reconfirmed the transfer on October 17, 2012, and again reconfirmed it on June 5, 2013. The need for additional public parking in the Downtown is outlined in the City's General Plan, Downtown Specific Plan and the former-RDA's Five Year Plans.

Development Goal - The Long Range Property Management Plan goal for this site is for the City to retain ownership of the parcels and for the City to move forward on future plans to use the sites to increase the available parking spaces in the downtown. See Exhibit B.7 for back-up documents.


S. LIVERMORE AVE
AVE
N. I ST.
RAILROAD AVE
FIRST STREET
ST

B.8 - 2216 Railroad Avenue APN 098 0280 008 03 and 098 0280 008 08

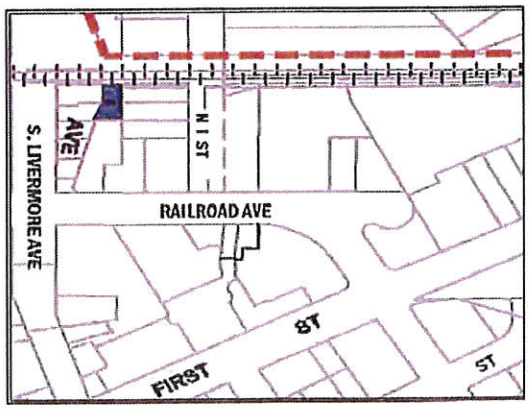
Property History/Description - Two vacant parcels; 2,653 square feet and 1,747 square feet (respectively) both of which are land-locked. The parcels were acquired by eminent domain for approximately $49,500 by the former-RDA from Union Pacific Railroad in May 2005 using Tax Allocation Bond proceeds. The parcels were assembled for the development of a 500 space parking structure for the Downtown. Without this parking structure parking would continue to become more difficult and limited which in turn would restrict economic growth and vitality in the Downtown.

These parcels along with the existing parking structure were constructed in adherence to the City's Downtown In-Lieu Parking Program whereby developers of downtown parcels pay a per space fee to the City instead of providing on-site parking. The City in turn uses these funds to provide and maintain the agreed upon needed public parking spaces. Any changes in ownership of these parcels would violate this program agreement and eliminate future parking designated for businesses that pay for parking through this program.

Original Purchase Price/Est. Current Value - Purchased for $49,500, these are small remnant parcels that are parts of a larger incomplete assembly of sites for a future downtown parking structure. These sites have limited development potential beyond their planned use.

Board Approvals - The transfer of the properties from the former-RDA to the City for a governmental purpose to be used for public parking was confirmed by the LSA's Oversight Board on June 6, 2012. The LSA's Oversight Board then reconfirmed the transfer on October 17, 2012, and again reconfirmed it on June 5, 2013. The need for additional public parking in the Downtown is outlined in the City's General Plan, Downtown Specific Plan and the former-RDA's Five Year Plans.

Development Goals - The Long Range Property Management Plan goal for this site is for the City to retain ownership of the parcels and for the City to move forward on future plans to use the sites to increase the available parking spaces in the downtown. See Exhibit B.8 for back-up documents.



B.9 - 2164 Second Street (Chamber of Commerce Parking Lot)
APN 097 0014 003 04

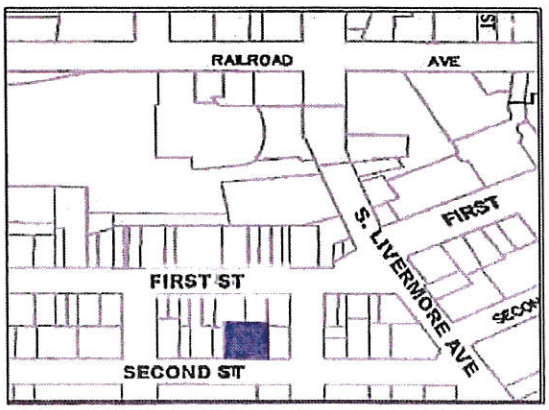
Property History/Description - This 11,379 square foot site is an improved, 25 space parking lot adjacent to the Livermore Chamber of Commerce building. The site was purchased using non-redevelopment funds in July 1989 for use as a parking lot. The lot was paved, striped, landscaped and installed with lighting for use as a public parking lot. Since 1989, this lot has been used exclusively to provide much needed public parking for the Downtown Project Area as well as storm drain and access easements. The parking is provided free of charge, as is the parking for the rest of the Downtown and the City.

This site is maintained in adherence to the City's Downtown In-Lieu Parking Program whereby developers of downtown parcels pay a per space fee to the City instead of providing on-site parking. The City in turn uses these funds to provide and maintain the agreed upon needed public parking spaces. Any changes in ownership of this site will violate this program agreement and eliminate parking designated for businesses that pay for parking through this program.

Original Purchase Price/Est. Current Value - No records exist regarding the original purchase price for this land and it has no value beyond its current use as an improved public parking lot.

Board Approvals - The transfer of the property from the former-RDA to the City for a governmental purpose to be used for public parking was confirmed by the LSA's Oversight Board on June 6, 2012. The LSA's Oversight Board then reconfirmed the transfer on October 17, 2012, and again reconfirmed it on June 5, 2013. The need for additional public parking in the Downtown is outlined in the City's General Plan, Downtown Specific Plan and the former-RDA's Five Year Plans.

Development Goals - The Long Range Property Management Plan goal for this site is to remain as its current use as a public parking lot with all maintenance costs paid for and provided by the City of Livermore. City ownership of the site addresses the Downtown Specific Plan goal to satisfy the provision of providing adequate parking and open space. See Exhibit B.9 for back-up documents.



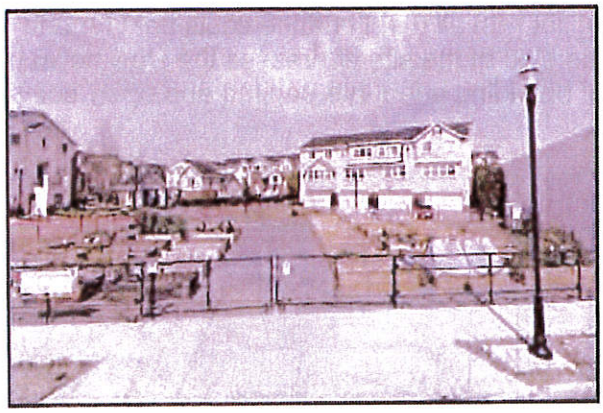
B.10 - 2890 Fourth Street (future Palasage Childcare site) APN 097 0152 003 00

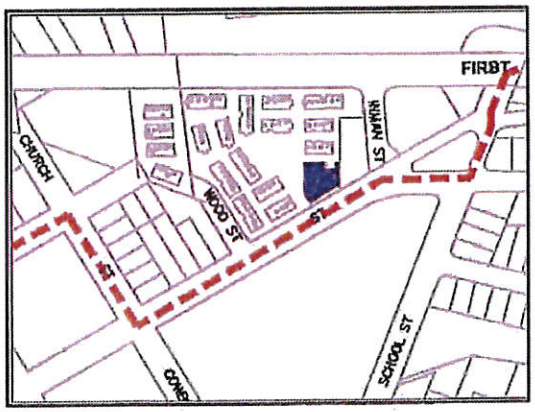
Property History/Description - Acquired by the City on December 28, 2006 and transferred to the former-RDA in February 2007, this 9,487 square foot site was donated to the City under City Resolution RA-2006-16 in order to satisfy a residential developer's requirement to include a childcare facility at the adjacent 92-unit "Palasage" townhouse project. Transfer of the site to the City was conditioned on the site being developed into a childcare facility that served lower income households with disabled children. The childcare project is on hold until adjacent sites can be acquired and assembled to create a developable mixed-use affordable housing project along with the childcare facility. Currently the site is used by a nonprofit organization as a community garden under a lease agreement between the former-RDA and the nonprofit. Neither the LSA, nor the City receives any lease payments under the agreement.

Original Purchase Price/Est. Current Value - This parcel was donated to the City in December 2006. Although no appraisals have been conducted, current restrictions limit the development of this site to a childcare facility which greatly reduces its market value.

Board Approvals - The transfer of the property from the former-RDA to the City for a governmental purpose to be used as a child care facility was confirmed by the LSA's Oversight Board on June 5, 2013.

Development Goals - The goal for the site under the Long Range Property Management Plan is to proceed with the plan to develop it into an affordable housing project with an on-site childcare facility serving lower income households and children with disabilities. This is in keeping with both the goals of the former-RDA's Five Year Plans and the City's Downtown Specific Plan and General Plan to promote and facilitate the development of new housing opportunities within the Downtown Project Area. See Exhibit B.12 for back-up documents.





USE OF REMAINING REDEVELOPMENT AGENCY BOND PROCEEDS

In 2001 the Redevelopment Agency issued $36,775,000 in Tax Allocation Bonds for use in the acquisition of property and to further the development of RDA projects in the Downtown. Approximately $1,555,800 in unspent proceeds remain.

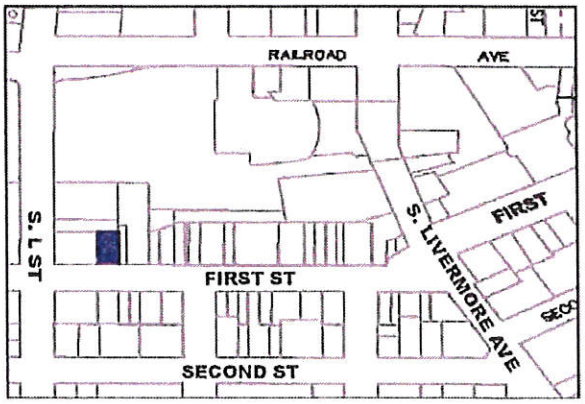
On June 8, 2015, the City and the LSA entered into a Bond Expenditure Agreement to enable the City to use the remaining 2001 Tax Allocation Bond Proceeds for the purposes identified in and consistent with the TAB Bond covenants, the Indenture, the Plan of Finance, the Certificate Regarding Use, and the requirements of the California Redevelopment Law, and to provide for the LSA to transfer the Remaining 2001 TAB Proceeds to the City to be used for such purposes as originally intended.

The follow is a list of eligible projects to be funded in part by these unspent bond proceeds.

- **Bireley Site Acquisition**

Purpose - Acquisition of the back portion of this 5,000 square foot parcel (APN #097 0001 023 00) on First Street would complete the assemblage of parcels needed to construct the proposed 500 space parking structure to be built on L Street.

Estimated Funding Needed - $1,200,000.



- **Predevelopment Funding for the L Street Parking Structure**

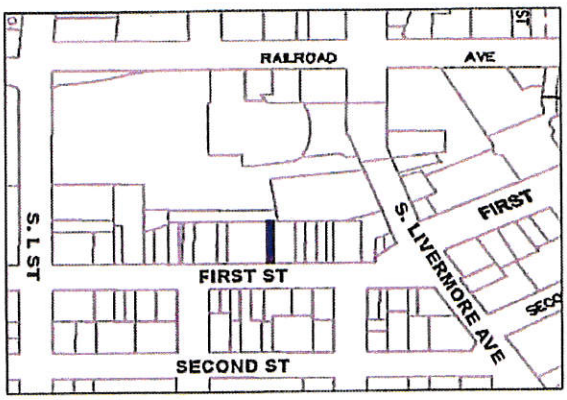
Purpose - These funds will be used to partially offset the predevelopment costs associated with the development of the downtown parking structure. Costs include engineering and design work ($300,000); relocation of existing businesses ($100,000); and demolition of the former KFC site ($50,000).

Estimated Funding Needed - $450,000

- **Thoroughfare Site Acquisition**

Purpose - Funding for the acquisition of an approximately 2,688 square foot parcel (a portion of APN #097-0001-015 and a portion of APN # 097-0001-014) currently used to provide access from First Street to the Livermore Village Site. The City/former RDA pays approximately $10,200 in annual lease payments for the site. Acquiring ownership of the parcel will save the City and the LSA from paying an increasing, on-going annual lease payment, as well as ensure pedestrian access to these vital areas of the downtown.

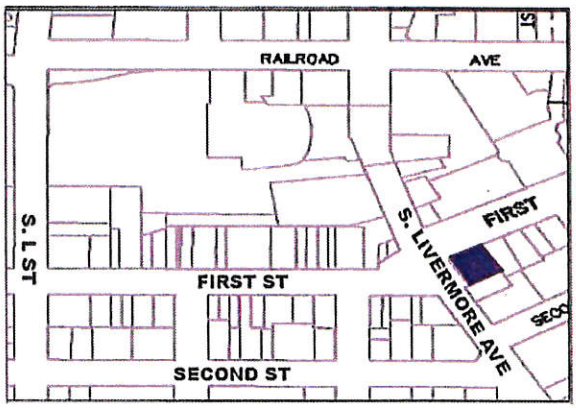
Estimated Funding Needed - $175,000 for acquisition



- **Mills Square Park Renovation**

Purpose - Funds would be used to modernize and renovate this park that is located in a central part of the downtown. Plans are underway to renovate the park in order to make it more open to the public and to tie in the space better with its surrounding uses. The need for parks in the downtown is described in the City's Downtown Specific Plan as a vital element in ensuring a pedestrian friendly, family oriented downtown where persons can both live and work.

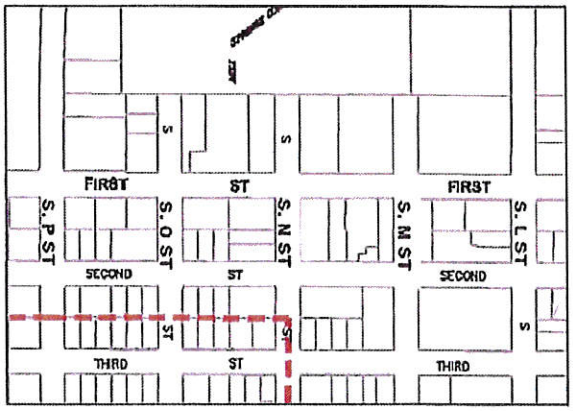
Estimated Funding Needed – $400,000 for design development and park renovation.



- **First Street Infrastructure improvements**

Purpose - Funds needed to continue the sidewalk, landscaping and lighting improvements on First Street from L Street to P Street.

Estimated Funding Needed - $1,800,000

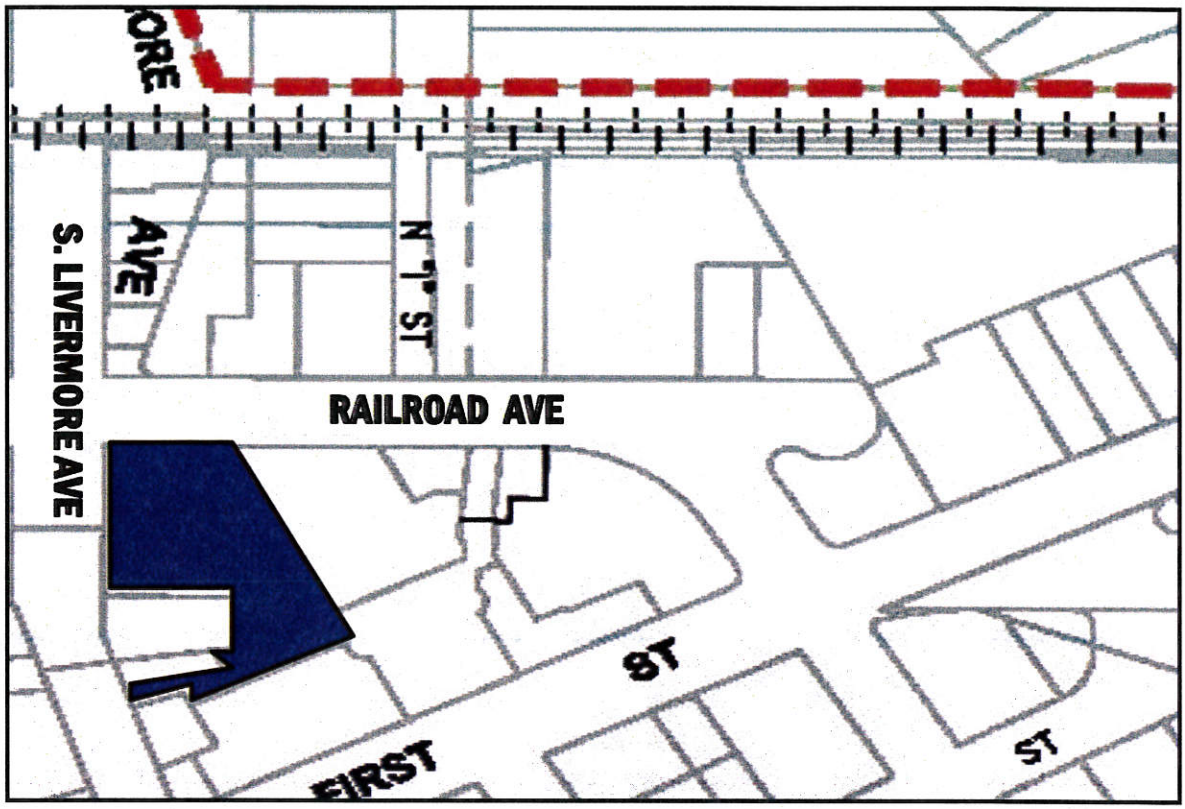


EXHIBITS TO THE LONG RANGE PROPERTY MANAGEMENT PLAN

These documents are available at the following link:

http://laserfiche.cityoflivermore.net/weblink7/0/fol/227060/Row1.aspx

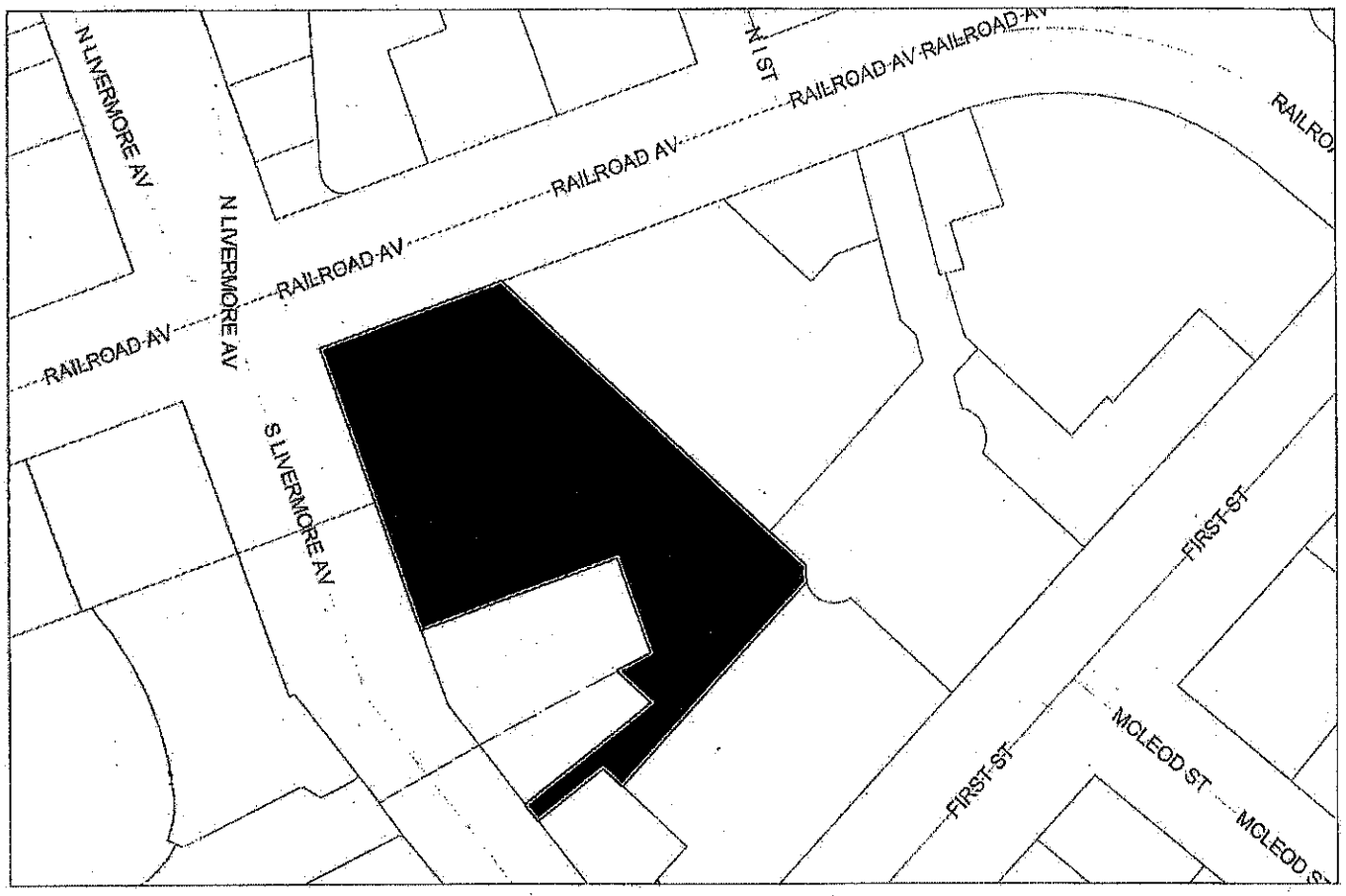
EXHIBIT 1.1



2205 Railroad Avenue
(future Hotel site - parcel #1)
(SpeeDee Oil Change)
APN: 098-0407-029-02

City of Livermore, CA APN: 098-0407-029-02 ADDRESS: 2205 Railroad Ave

(Property was originally acquired as four separate parcels
APN # 098-0287-001-05, APN # 098-0289-013-12
APN # 097-0111-008 and APN # 097-0111-007-01)



SCALE 1 : 1,300

100 0 100 200 300

FEET

PARCEL MAP 8548

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA
MAY 2005

ALEXANDER & ASSOCIATES INC.
SURVEYORS – PLANNERS – ENGINEERS
PLEASANTON, CALIFORNIA

Parcel Map 8548 Map BK 282 PG. 24-25

OWNER'S STATEMENT

THE UNDERSIGNED, HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED "PARCEL MAP 8548, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF TWO SHEETS, THIS STATEMENT BEING ON SHEET ONE THEREOF, THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DO CONSENT TO THE MAKING AND RECORDATION OF SAID MAP, THAT SAID MAP DOES PARTICULARLY SET FORTH AND DESCRIBES ALL PARCELS INTENDED FOR SALE BY NUMBERS WITH THEIR PRECISE LENGTH AND WIDTH INDICATED, THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL THE PARCELS SO RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARY COURSES AND EXTENT.

THIS MAP SHOWS OR NOTES ALL EASEMENTS, EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

AS OWNERS:

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, A PUBLIC BODY CORPORATE AND POLITIC

BY: Linda M. Barton
LINDA M. BARTON

ITS: EXECUTIVE DIRECTOR

DAVE CORKILL — KAREN CORKILL

OWNER'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF Alameda S.S.

ON May 18, 2005, BEFORE ME, Roberta A. Mathews
A NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED LINDA M. BARTON
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
SIGNATURE Roberta A. Mathews
PRINTED NAME OF NOTARY Roberta A. Mathews
PRINCIPAL PLACE OF BUSINESS Alameda County
COMMISSION EXPIRES October 25, 2008
COMMISSION NO. OF NOTARY 1522164

OWNER'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF Sonoma S.S.

ON May 27, 2005, 2005, BEFORE ME, Michelle Palisano
A NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED DAVE CORKILL AND KAREN CORKILL
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
SIGNATURE Michelle Palisano
PRINTED NAME OF NOTARY Michelle Palisano
PRINCIPAL PLACE OF BUSINESS Sonoma County
COMMISSION EXPIRES August 13, 2008
COMMISSION NO. OF NOTARY 1507346

TRUSTEE'S STATEMENT

THE UNDERSIGNED, FIRST AMERICAN TITLE COMPANY, TRUSTEE UNDER THE DEED OF TRUST RECORDED: MARCH 22, 2004, SERIES NO. 2004125575, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, CONSENTS TO THE PREPARATION AND FILING OF THE MAP AND JOINS IN ALL OFFERS OF DEDICATION THEREON.

FIRST AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION

BY: Diane E. Burton
Diane E. Burton

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE IN NOVEMBER OF 2004.
I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND IS TRUE AND CORRECT AS SHOWN.
I FURTHER STATE THAT "PARCEL MAP 8548, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA" IS A SUBDIVISION INTO LOTS OR PARCELS OF LAND CONTAINING 4.358 ACRES, MORE OR LESS.

Darryl Alexander 5-13-05
DARRYL ALEXANDER, L.S. 5071 — DATE
LICENSE EXPIRES JUNE 30, 2007

PROFESSIONAL LAND SURVEYOR — DARRYL A. ALEXANDER — No. L 5071 — EXPIRES 6/30/07 — STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, CHERI RENE SHEETS, CITY ENGINEER OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 8548, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, IF ANY, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, THIS MAP WAS PROCESSED UNDER THE PARCEL MAP WAIVER PROCEDURE.

Cheri Sheets 5/18/05
CHERI RENE SHEETS, R.C.E. 58751 — DATE
EXPIRES ON MARCH 31, 2007
CITY ENGINEER, CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

REGISTERED CIVIL ENGINEER — CHERI RENE SHEETS — No. 58751 — 3/07 — STATE OF CALIFORNIA

I, LAWRENCE K. SAMPSON, A LICENSED LAND SURVEYOR FOR THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED PARCEL MAP 8548, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Lawrence K. Sampson 5/18/05
LAWRENCE K. SAMPSON, L.S. 4238 — DATE
LICENSE EXPIRES JUNE 30, 2006

LICENSED LAND SURVEYOR — LAWRENCE K. SAMPSON — Exp 6/30/06 — 4238 — STATE OF CALIFORNIA

TRUSTEE'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF Alameda S.S.

ON May 31, 2005, BEFORE ME, Dawn M. Remlinger
A NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED Diane E. Burton
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
SIGNATURE Dawn M. Remlinger
PRINTED NAME OF NOTARY Dawn M. Remlinger
PRINCIPAL PLACE OF BUSINESS ALAMEDA COUNTY
COMMISSION EXPIRES FEBRUARY 23, 2008
COMMISSION NO. OF NOTARY 1462778

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

PARCEL MAP 8548 CONFORMS WITH THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND WAS PROCESSED IN ACCORDANCE WITH THE SUBDIVISION MAP ACT SECTION 66458(b).

Marc Roberts 5/18/05
MARC ROBERTS — DATE
DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

CITY CLERK'S STATEMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

ON THIS 18 DAY OF May 2005, BEFORE ME, ALICE CALVERT, CITY CLERK, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, PERSONALLY APPEARED MARC ROBERTS, PERSONALLY KNOWN TO ME TO BE THE DIRECTOR OF COMMUNITY DEVELOPMENT OF THE CITY OF LIVERMORE, AND IS THE PERSON AUTHORIZED BY THE CITY OF LIVERMORE MUNICIPAL CODE TO APPROVE THIS PARCEL MAP WAIVER.

IN WITNESS, WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 18 DAY OF May 2005.

Alice Calvert
ALICE CALVERT
CITY CLERK AND CLERK OF THE CITY COUNCIL
CITY OF LIVERMORE, ALAMEDA COUNTY,
STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

I, CRYSTAL K. HISHIDA, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY STATE, AS CHECKED BELOW THAT:

[ ] AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF THE SAID COUNTY AND STATE IN THE AMOUNT OF $0 CONDITIONED FOR THE PAYMENT OF ALL THE TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE, AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

[✓] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID, AS CERTIFIED BY THE TREASURER–TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 6th DAY OF June A. D. 2005.

CRYSTAL K. HISHIDA
CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: [signature] EXEMPT
DEPUTY COUNTY CLERK

COUNTY RECORDER'S STATEMENT

FILED THIS 14th DAY OF June, 2005, AT 8:39 IN BOOK 282 OF MAPS AT PAGES 24-25 INCLUSIVE, RECORDER'S SERIES NO. 2005211955 AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.
FEE $ 18- PAID

PATRICK O'CONNELL
COUNTY RECORDER IN AND FOR THE COUNTY OF ALAMEDA
STATE OF CALIFORNIA

BY: Cindy Wu
DEPUTY COUNTY RECORDER
CINDY WU

COUNTY RECORDER'S OFFICE — ALAMEDA COUNTY, CALIF.

SHEET 1 OF 2 SHEETS

04129

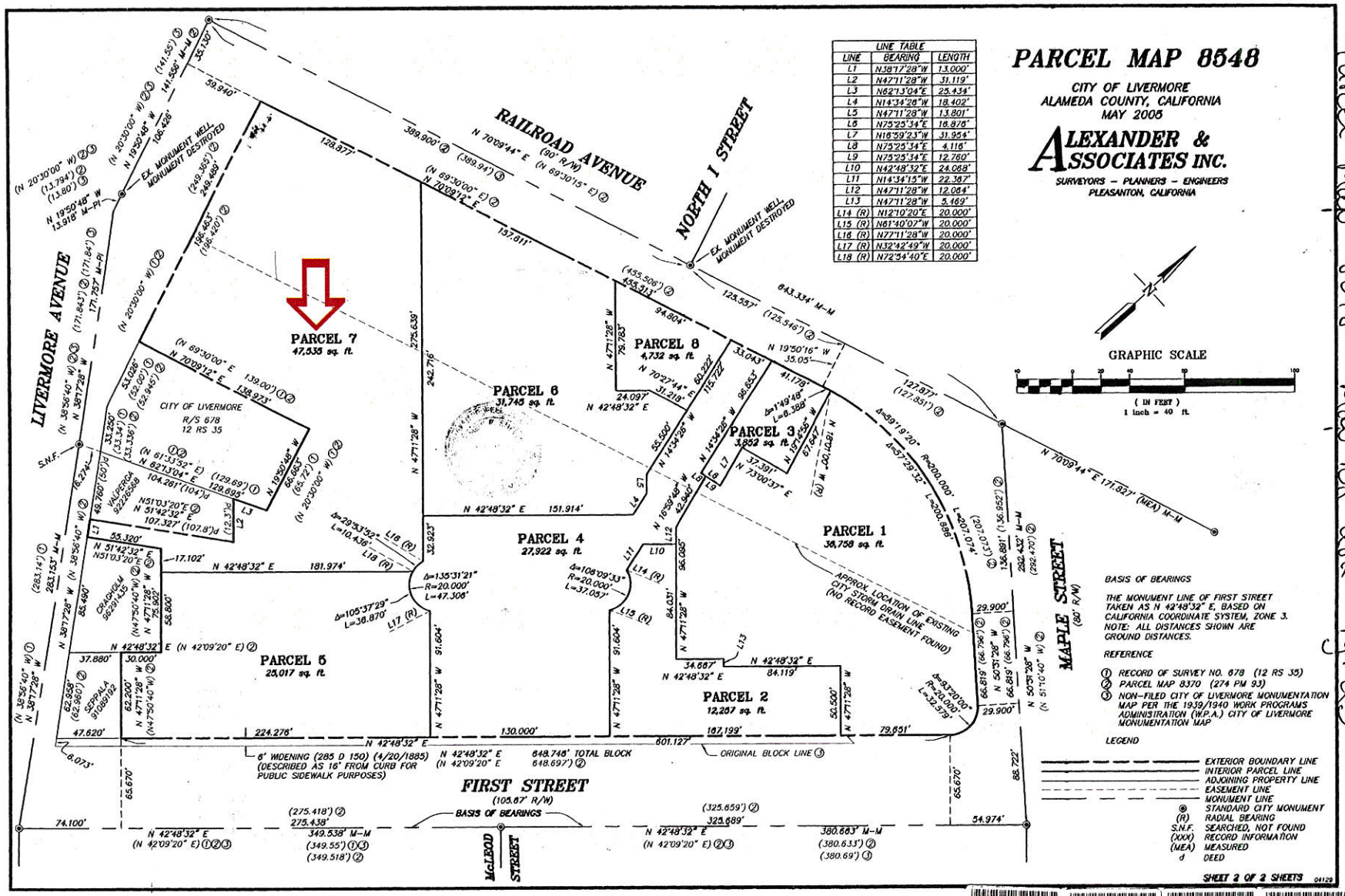
139708

PARCEL MAP 8548

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA
MAY 2005

ALEXANDER & ASSOCIATES INC.
SURVEYORS – PLANNERS – ENGINEERS
PLEASANTON, CALIFORNIA

LINE TABLE		
LINE	BEARING	LENGTH
L1	N38°17'28"W	13.000'
L2	N47°11'28"W	31.119'
L3	N62°13'04"E	25.434'
L4	N14°34'26"W	18.402'
L5	N47°11'28"W	13.801'
L6	N75°25'34"E	16.876'
L7	N16°59'23"W	31.954'
L8	N75°25'34"E	4.116'
L9	N75°25'34"E	12.760'
L10	N42°48'32"E	24.068'
L11	N14°34'15"W	22.367'
L12	N47°11'28"W	12.064'
L13	N47°11'28"W	5.469'
L14 (R)	N12°10'20"E	20.000'
L15 (R)	N61°40'07"W	20.000'
L16 (R)	N77°11'28"W	20.000'
L17 (R)	N32°42'49"W	20.000'
L18 (R)	N72°54'40"E	20.000'



BASIS OF BEARINGS

THE MONUMENT LINE OF FIRST STREET TAKEN AS N 42°48'32" E, BASED ON CALIFORNIA COORDINATE SYSTEM, ZONE 3. NOTE: ALL DISTANCES SHOWN ARE GROUND DISTANCES.

REFERENCE

① RECORD OF SURVEY NO. 678 (12 RS 35)
② PARCEL MAP 8370 (274 PM 93)
③ NON-FILED CITY OF LIVERMORE MONUMENTATION MAP PER THE 1939/1940 WORK PROGRAMS ADMINISTRATION (W.P.A.) CITY OF LIVERMORE MONUMENTATION MAP

LEGEND

EXTERIOR BOUNDARY LINE
INTERIOR PARCEL LINE
ADJOINING PROPERTY LINE
EASEMENT LINE
MONUMENT LINE
STANDARD CITY MONUMENT
(R) RADIAL BEARING
S.N.F. SEARCHED, NOT FOUND
(XXX) RECORD INFORMATION
(MEA) MEASURED
d DEED

SHEET 2 OF 2 SHEETS 04129

130706 130707 130708 130709

Parcel Map 8548 Map Bk 282 Pg. 25

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550-4899

Please conform and return.

2013066831 02/15/2013 02:20 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

7 PGS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 098-0407-029-02

13-036

GRANT DEED

COPY

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922**
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

City of Livermore, a municipal corporation, with an address of 1052 S. Livermore Avenue, Livermore, California 94550

hereby GRANTS (S) to **the Livermore Successor Agency, a separate public entity succeeding to the status of the former Redevelopment Agency of the City of Livermore as authorized and required by California Health and Safety Code sections 53760.1(f), 34170, and 34173(g)**

The following described real property in the City of Livermore, County of Alameda, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERE OF, SUBJECT TO THE COVENANTS AND RESTRICTIONS IN EXHIBIT "B" ATTACHED HERETO.

DATED: February 14, 2013

By: Marc Roberts
Marc Roberts, City Manager

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared
_____

ATTACHED

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

APPROVED AS TO FORM:

Jason Alcala
Assistant City Attorney

City Clerk's Office
FEB 20 2013
City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

COPY

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On February 14, 2013 before me, SUSAN NEER, CITY CLERK,

personally appeared Marc Roberts, City Manager,
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 Susan Neer

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Livermore, County of Alameda, State of California, described as follows:

PARCEL 7, AS SHOWN ON PARCEL MAP 8548, FILED JUNE 14, 2005, IN BOOK 282 OF PARCEL MAPS, AT PAGES 24-25, ALAMEDA COUNTY RECORDS.

EXCEPTING THEREFROM:

BEING A PORTION OF PARCEL 7, AS SHOWN ON PARCEL MAP 8548, FILED JUNE 14, 2005, IN BOOK 282 OF PARCEL MAPS, AT PAGES 24-25, ALAMEDA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF RAILROAD AVENUE, AS SAID STREET IS SHOWN ON SAID PARCEL MAP 8548, SAID POINT BEING THE NORTHERLY CORNER COMMON TO PARCEL 7 AND PARCEL 6 AS SHOWN ON SAID MAP; THENCE ALONG THE LINE COMMON TO SAID PARCEL 7 AND PARCEL 6, SOUTH 47° 11' 28" EAST 242.716 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 6; THENCE LEAVING SAID COMMON LINE ON THE SOUTHWESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID PARCEL 6, SOUTH 42° 48', 42" WEST 0.167 FEET; THENCE NORTH 47° 11' 28" WEST 242.802 FEET, MORE OR LESS, TO THE SAID SOUTHERLY LINE OF RAILROAD AVENUE; THENCE ALONG SAID SOUTHERLY LINE OF RAILROAD AVENUE, NORTH 70° 09' 12" EAST 0.188 FEET TO THE POINT OF BEGINNING.

BEING RESULTANT PARCEL 7, AS SAID PARCEL IS SHOWN AND DESCRIBED IN LOT LINE ADJUSTMENT 06-007, CERTIFICATE OF COMPLIANCE RECORDED JULY 12, 2006 AS INSTRUMENT NO. 2006270825 OF OFFICIAL RECORDS.

ASSESSOR'S PARCEL NO. 098-0407-029-02

EXHIBIT "B"

COVENANTS AND RESTRICTIONS

The Livermore Successor Agency (the "Grantee"), a separate public entity succeeding to the status of the former Redevelopment Agency of the City of Livermore as authorized and required by California Health and Safety Code sections 53760.1(f), 34170, and 34173(g), hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the property restricted hereby ("Property") former Redevelopment Agency of the City of Livermore in furtherance of the Redevelopment Plan adopted by the former Redevelopment Agency of the City of Livermore as such plan may be modified by a long range real property management plan adopted and approved by the Oversight Board for the Livermore Successor Agency.

1. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

2. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

3. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the City of Livermore, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the City of

Livermore and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the City of Livermore is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the City of Livermore and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the City of Livermore, its successors and such aforementioned parties.

4. Only the City of Livermore, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 098-0407-029-02) conveyed by the Grant Deed, dated February 15, 2013, from the City of Livermore, a municipal corporation, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to Livermore Successor Agency, a separate public entity succeeding to the status of the former Redevelopment Agency of the City of Livermore as authorized and required by California Health and Safety Code sections 53760.1(f), 34170, and 34173(g), is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: February 15, 2013

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089530 03/23/2011 04:17 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

7 PGS

cc: HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 098-0407-029-02

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a public body, corporate and politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as Redevelopment Agency of the City of Livermore, a public body corporate and politic

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERE OF SUBJECT TO THE COVENANTS AND RESTRICTIONS IN EXHIBIT "B" ATTACHED HERETO.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared
_____

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

_____

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Livermore, County of Alameda, State of California, described as follows:

PARCEL 7, AS SHOWN ON PARCEL MAP 8548, FILED JUNE 14, 2005, IN BOOK 282 OF PARCEL MAPS, AT PAGES 24-35, ALAMEDA COUNTY RECORDS.

EXCEPTING THEREFROM:

BEING A PORTION OF PARCEL 7, AS SHOWN ON PARCEL MAP 8548, FILED JUNE 14, 2005, IN BOOK 282 OF PARCEL MAPS, AT PAGES 24-25, ALAMEDA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF RAILROAD AVENUE, AS SAID STREET IS SHOWN ON SAID PARCEL MAP 8548, SAID POINT BEING THE NORTHERLY CORNER COMMON TO PARCEL 7 AND PARCEL 6 AS SHOWN ON SAID MAP; THENCE ALONG THE LINE COMMON TO SAID PARCEL 7 AND PARCEL 6, SOUTH 47° 11' 28" EAST 242.716 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 6; THENCE LEAVING SAID COMMON LINE ON THE SOUTHWESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID PARCEL 6, SOUTH 42° 48' 42" WEST 0.167 FEET; THENCE NORTH 47° 11' 28" WEST 242.802 FEET, MORE OR LESS, TO THE SAID SOUTHERLY LINE OF RAILROAD AVENUE; THENCE ALONG SAID SOUTHERLY LINE OF RAILROAD AVENUE, NORTH 70° 09' 12" EAST 0.188 FEET TO THE POINT OF BEGINNING.

BEING RESULTANT PARCEL 7, AS SAID PARCEL IS SHOWN AND DESCRIBED IN LOT LINE ADJUSTMENT 06-007, CERTIFICATE OF COMPLIANCE RECORDED JULY 12, 2006 AS INSTRUMENT NO. 2006270825 OF OFFICIAL RECORDS.

ASSESSOR'S PARCEL NO. 098-0407-029-02

EXHIBIT "B"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 098-0407-029-02) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

33

15 APR '02 AM 8:23 CLER

cc: Econ. Dev. Engr (2)

RECORDING REQUESTED BY
First American Title Guaranty Company
Order No.
Escrow No. 592880
Loan No.
WHEN RECORDED MAIL TO:
Redevelopment Agency of the City of Livermore
City Clerk
City Hall
1052 S. Livermore Ave.
Livermore, CA 94550

DH
4
60

2002134743 03/26/2002 08:30 AM
OFFICIAL RECORDS OF RECORDING FEE: 0.00
ALAMEDA COUNTY
PATRICK O'CONNELL

4 PGS

SPACE ABOVE THIS LINE FOR RECORDER'S USE 02-322?

MAIL TAX STATEMENTS TO:

The undersigned grantor(s) declare(s):
CITY TRANSFER TAX $
DOCUMENTARY TRANSFER TAX $DH
SURVEY MONUMENT FEE $
____Computed on the consideration or value of property conveyed; OR
____Computed on the consideration or value less liens or encumbrances remaining at time of sale.

APN 98-287-1-5

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

H.R. Hansen, Jr., Sarah H. Rierson and Christian E. Ising

hereby GRANT(S) to

Redevelopment Agency of the City of Livermore, a political subdivision

the real property in the City of **Livermore** County of **Alameda**, State of California, described as

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Dated March 13, 2002

STATE OF Colorado }
COUNTY OF Rio Grande } ss.

On March 19, 2002
before me, Nicki Brauer,
personally appeared Sarah H. Rierson,

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 Nicki Brauer

H.R. Hansen, Jr.

Sarah H. Rierson

Christian E. Ising

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA }ss
COUNTY OF Alameda }

On **March 21, 2002**, before me, **Diane E. Burton**, a Notary Public in and for said State, personally appeared **H.R. Hansen, Jr. and Christian E. Ising**, 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 Diane E Burton

DIANE E. BURTON
COMM. 1285028
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires Dec. 20, 2004

DIANE E. BURTON
COMM. 1285028
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires Dec. 20, 2004

(This area for official notarial seal)

OPTIONAL:

DESCRIPTION OF ATTACHED DOCUMENT

Grant Deed

March 13, 2002

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

PARCEL ONE:

Beginning at a point where the Easterly line of Livermore Avenue of the Northern Addition to the Town of Livermore intersects the Northerly line of the hundred foot right-of-way of the Central Pacific Railroad, thence along said line of Livermore Avenue North 20 1/2° West 104 feet to Railroad Avenue; thence along Railroad Avenue North 69 1/2° East 302 feet; thence South 20 1/2° East 106 feet to said Railroad right-of-way; thence South 69 1/2° West 302 feet to place of beginning.

PARCEL TWO:

Beginning at a stake set on the Northern line of the Central Pacific Railroad right of way 100 feet wide, distant thereon North 69° 30' East 302.00 feet from the Northeasterly line of North Livermore Avenue, as said right of way line and North Livermore Avenue now exist, being at the Easterly side of Edson's Warehouse as formerly located; thence Northerly at right angles to the Northern line of the Right of Way of the Central Pacific Railroad North 20° 30' West 106.37 feet to a cross cut in concrete on the Southern line of Railroad Avenue as the said Avenue now exists; thence Northeasterly along said line of Railroad Avenue North 69° 30' East 442.24 feet to a stake set an angle in the said Railroad Avenue; thence along the Southwesterly line of Railroad Avenue South 46° 10' East 118.01 feet to a stake set on the Northern line of the right of way of the Central Pacific Railroad; thence along said line South 69° 30' West 493.36 feet to the point of beginning.

Being a portion of Lot 'D' Map of the Estate of A.S. Ladd as recorded in the Office of the Recorder of Alameda County in Book 244 of Deeds, at Page 124, also being a portion of the land shown on the 'Map of the McLeod Tract, Livermore, Subdivided August 1875' filed September 8, 1875, in Book 6 of Maps, Page 2, in the Office of the County Recorder of Alameda County.

Excepting from Parcel 2 that portion thereof conveyed to the City of Livermore by Deed dated July 7, 1980, and recorded January 7, 1981, Instrument No. 81-02546, Alameda County Records.

Further excepting from Parcel 2 all that portion of Parcel One as conveyed to the Livermore Redevelopment Agency by Deed recorded December 20, 1985, Instrument No. 85-270272 and re-recorded March 27, 1986, Instrument No. 86-70668, Alameda County Records.

A.P. No. 098-0287-001-05

*****

EXHIBIT A

CERTIFICATE OF ACCEPTANCE

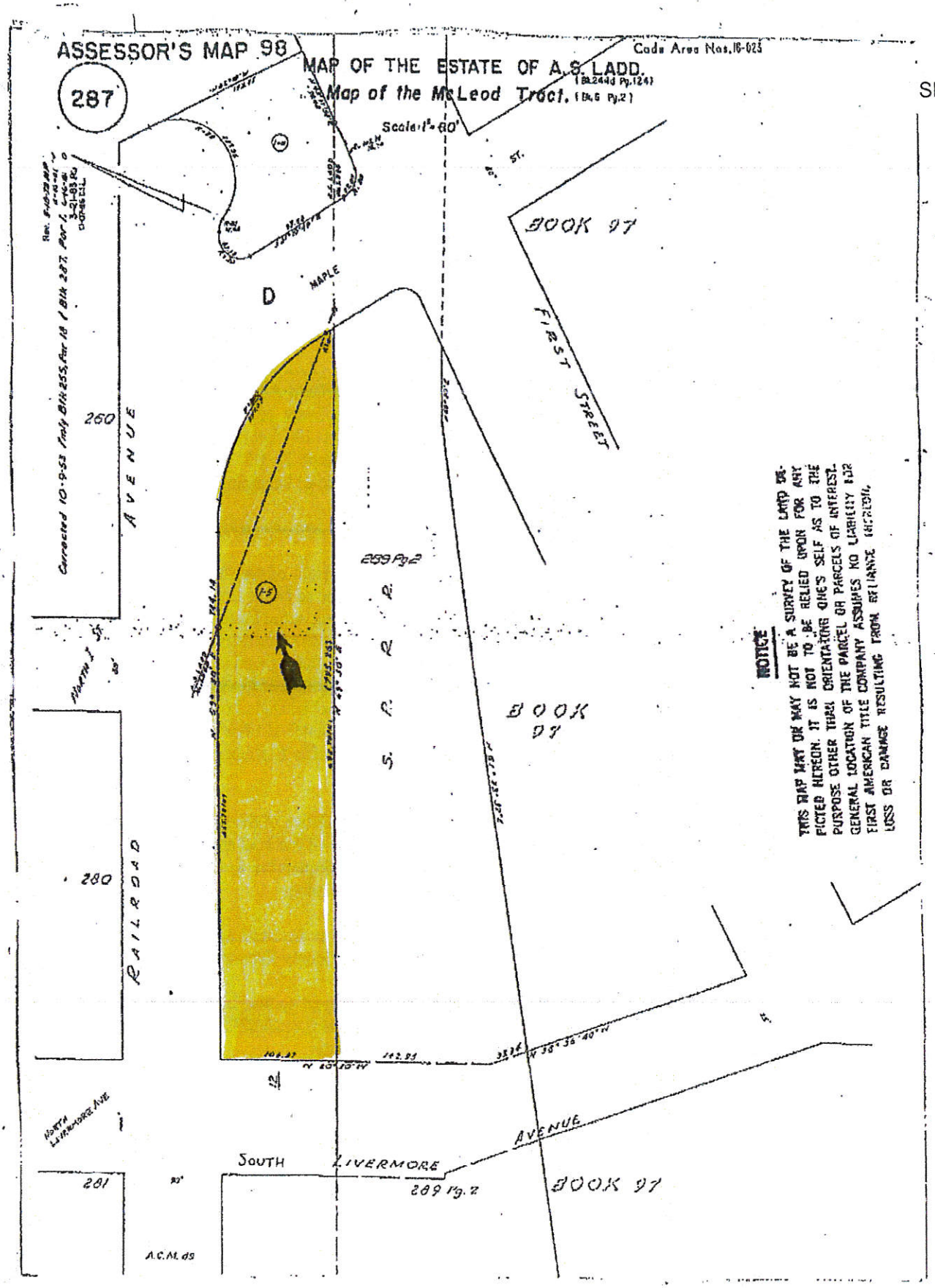
This is to certify that the interest in real property conveyed by the Grant Deed, dated March 13, 2002, from H.R. Hansen, Jr., Sarah H. Rierson and Christian E. Ising (APN 98-287-1-5) to the Livermore Redevelopment Agency, is hereby accepted by the undersigned Secretary on behalf of the Livermore Redevelopment Agency pursuant to authority conferred by Resolution No. RA-3-89 of the Redevelopment Agency adopted on January 23, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: March 22, 2002

Julie Mitchum, Deputy
for Alice Calvert, Secretary
Livermore Redevelopment Agency
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

Sheet 1 of 4


ASSESSOR'S MAP 98
287
MAP OF THE ESTATE OF A.S. LADD.
Map of the McLeod Tract.
Code Area Nos. 16-023
Scale 1" = 60'
BOOK 97
FIRST STREET
MAPLE
D
260
AVENUE
289 Pg 2
S. P. R. R.
BOOK 97
280
RAILROAD
NORTH LIVERMORE AVE
SOUTH LIVERMORE AVENUE
281
289 Pg. 2
BOOK 97
A.C.M. 49
NOTICE
THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. FIRST AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE HEREON.

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

PARCEL ONE:

Beginning at a point where the Easterly line of Livermore Avenue of the Northern Addition to the Town of Livermore intersects the Northerly line of the hundred foot right-of-way of the Central Pacific Railroad, thence along said line of Livermore Avenue North 20 1/2° West 104 feet to Railroad Avenue; thence along Railroad Avenue North 69 1/2° East 302 feet; thence South 20 1/2° East 106 feet to said Railroad right-of-way; thence South 69 1/2° West 302 feet to place of beginning.

PARCEL TWO:

Beginning at a stake set on the Northern line of the Central Pacific Railroad right of way 100 feet wide, distant thereon North 69° 30' East 302.00 feet from the Northeasterly line of North Livermore Avenue, as said right of way line and North Livermore Avenue now exist, being at the Easterly side of Edson's Warehouse as formerly located; thence Northerly at right angles to the Northern line of the Right of Way of the Central Pacific Railroad North 20° 30' West 106.37 feet to a cross cut in concrete on the Southern line of Railroad Avenue as the said Avenue now exists; thence Northeasterly along said line of Railroad Avenue North 69° 30' East 442.24 feet to a stake set an angle in the said Railroad Avenue; thence along the Southwesterly line of Railroad Avenue South 46° 10' East 118.01 feet to a stake set on the Northern line of the right of way of the Central Pacific Railroad; thence along said line South 69° 30' West 493.36 feet to the point of beginning.

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Further excepting from Parcel 2 all that portion of Parcel One as conveyed to the Livermore Redevelopment Agency by Deed recorded December 20, 1985, Instrument No. 85-270272 and re-recorded March 27, 1986, Instrument No. 86-70668, Alameda County Records.

A.P. No. 098-0287-001-05

*****

EXHIBIT A

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF PROPERTY AND APPROPRIATION OF FUNDS

(Livermore Valley Center Project
2205 Railroad Avenue
Assessor's Parcel No 098-0287-001-05
H. R. Hansen, Jr. as to a 33 1/3 % undivided interest, Sarah H. Rierson, as to a 33 1/3 % undivided interest, and Christian E. Ising, as to a 33 1/3 % undivided interest, all as tenants in common, formerly KIDDS-IV, $2,115,000)

On June 19, 2001, the Redevelopment Agency made a written offer to the owner, KIDDS-IV, of the property located at 2205 Railroad Avenue to purchase the property for the Livermore Valley Center Project.

Since the June 19, 2001 written offer, the owner of the subject property, KIDDS-IV, and the Redevelopment Agency have negotiated the terms of a Purchase and Sale Agreement, attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Livermore that:

1. The Purchase and Sale Agreement between the Redevelopment Agency of the City of Livermore, attached as Exhibit "A," and H. R. Hansen, Jr. as to a 33 1/3 % undivided interest, Sarah H. Rierson, as to a 33 1/3 % undivided interest, and Christian E. Ising, as to a 33 1/3 % undivided interest, all as tenants in common, formerly KIDDS-IV, owners of the subject property, is approved.

2. The Redevelopment Agency Executive Director is authorized to execute the Purchase and Sale Agreement on behalf of the Redevelopment Agency.

3. The appropriation of funds in the amount of $2,115,000 from the Redevelopment Agency's 2001 Tax Allocation Bond Fund is approved.

APPROVED AS TO FORM:

DEPUTY GENERAL COUNSEL

On motion of Agency Member Vargas, seconded by Agency Member Reitter, the foregoing Resolution was passed and adopted this 11 day of February, 2002, by the following vote:

AYES: **AGENCYMEMBERS** Beeman, Dietrich, Reitter, Vargas, Chairperson Kamena

NOES: **AGENCYMEMBERS** None

ABSENT: **AGENCYMEMBERS** None

CHAIRPERSON, REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE

ATTEST:

SECRETARY

S:\AGENDA\01-28\Redev- KIDDS-IV.doc

RESOLUTION NO. RA-2002-4

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, dated February 15, 2002, is by and between H. R. Hansen, Jr. as to a 33 1/3 % undivided interest, Sarah H. Rierson, as to a 33 1/3 % undivided interest, and Christian E. Ising, as to a 33 1/3 % undivided interest, all as tenants in common, (collectively "Seller") and REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, a political subdivision of the State of California, ("Buyer").

RECITALS

A. WHEREAS, Seller owns certain land and improvements located at 2205 Railroad Avenue, Livermore, California (Assessor's Parcel Number 098-0287-001-05), commonly known as the Valley Lube Center site ("the Subject Property"), the legal description of which is attached hereto as Exhibit "A"; and

B. WHEREAS, a portion of the Subject Property is improved with a building leased to and occupied by an automobile lubrication and oil changing business known as Valley Lube.

C. WHEREAS, Seller represents that a portion of the subject property is subject to a lease previously entered into by and between Seller and Speedee Oil Change and Tune-up ("Speedee") dated July 10, 1992 and a First Amendment to lease dated December 1, 1998 (collectively referred to herein as the "Valley Lube Lease"). The lease was subsequently assigned by Speedee to Valley Lube. Said lease and Amendment encumber approximately 14, 000 square feet of the subject property. A copy of said Valley Lube Lease is attached hereto as Exhibit "B".

D. WHEREAS, Buyer desires to purchase the Subject Property subject to the aforementioned Valley Lube Lease, including the land and improvements and Seller desires to sell the Subject Property to Buyer; and

E. WHEREAS, Seller and Buyer have agreed to execute this Purchase and Sale Agreement in lieu of condemnation, and this purchase and this purchase and sale is directly and expressly under threat of eminent domain. In the event that Seller and Buyer were not able to reach an agreement for the purchase and sale of the Subject Property, Buyer would have initiated eminent domain proceedings to acquire title to the Subject Property.

TERMS

WHEREFORE, IT IS MUTUALLY AGREED BETWEEN SELLER AND BUYERS AS FOLLOWS:

1. PURCHASE PRICE. The total purchase price shall be the sum of:

$2,115,000

2. CONVEYANCE OF TITLE. Seller agrees to convey by Grant Deed to Buyer marketable fee simple title to the Subject Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

A. Taxes for the fiscal year in which this escrow closes, which shall be handled in accordance with the provisions of Section 4986 of the Revenue and Taxation Code of the State of California.

B. Quasipublic utility, public alley, public street easements, and rights of way of record.

C. Such other liens, encumbrances, reservations and restrictions as may be approved in writing by the General Counsel of the Buyer.

3. SELLER'S DUTY TO REMOVE AUTOMOBILES AND/OR TRUCKS FROM PREMISES

Seller acknowledges that certain automobiles and/or trucks owned by Russ Morgan are currently located on the Subject Property. The license plates, vehicle identification numbers and vehicle descriptions of said automobiles and/or trucks are:

License Number
Vehicle Identification Number

Description of Vehicle
5L36507
1FTH534H6JHA59314
White Ford Econoline 350 Van
N/A
2FDLF47G8LCA92277
White Ford Super Duty Box Truck
1C34901
SGTA RP 44028
Blue Ford Courier Pickup Truck
2X32223

4405287
CCE617V100759

ZCFJK6266J1900134
White Chevy Stake bed truck

White IVECO box truck

Seller warrants that it will, at its own expense and prior to the Close of Escrow,

ensure that said automobiles and/or trucks are removed from the Subject Property.

4. TITLE INSURANCE: First American Title Insurance Company ("Title Company") has provided Buyer with its Preliminary Title Report. Buyer has reviewed that Preliminary Title Report and has no objection to any exception to coverage listed therein ("Permitted Exceptions"). Buyer shall obtain an updated Title Report, and shall have five (5) days after receipt of the updated Title Report to object in writing to any new exceptions shown on the report. If the updated Title Report includes any new exceptions and Buyer fails to timely object, Buyer shall be deemed to have approved the Title Report. If the updated Title Report includes any new exceptions and Buyer objects thereto, Seller shall have five (5) days to attempt to remove the exceptions or resolve issue regarding such exceptions with Buyer. If the parties are unable to resolve such issues, Buyer may terminate this Agreement or waive such new exceptions and proceed with this transaction. At Close, Title Company shall issue its CLTA Owner's Coverage Form Policy of Title Insurance, with liability in the amount of the Purchase Price, showing title to the Property vested in Buyer, subject to all Permitted Exceptions. Seller agrees to convey title to the Property to Buyer at Close of Escrow free and clear of all monetary liens and encumbrances, excluding only current real property taxes and any other Permitted Exceptions. Assessments, if any, shall be assumed by Buyer.

5. ESCROW. An Escrow, Order Number 592880 ("Escrow") has been opened with First American Title Insurance Company, 6665 Owens Drive, Pleasanton, California, 94588 ("Escrow Holder"). This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under the Agreement. The parties hereto agree to do all acts necessary to close this Escrow in the shortest possible time.

Seller shall execute and deliver a Grant Deed ("Deed") and an Assignment of the Valley Lube Lease to Escrow Holder. As soon as possible after opening of Escrow, Buyer will deposit the Certificate of Acceptance, a copy of which is attached hereto, with Escrow Agent. Buyer agrees to deposit the purchase price in cash, by certified check or bank cashier's check or by wire transfer in full upon demand of Escrow Agent. Buyer and Seller agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.

Insurance policies for fire or casualty held by Seller are not to be transferred, and Seller shall cancel such policies effective as of Close of Escrow.

All funds received in this Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any state or national bank doing business in the State of California. All disbursements shall be made by check from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or nondelinquent assessments or bonds against the property;

B In the event this Escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed

to withhold from Seller's proceeds an amount equal to the estimated prorated amount due based upon the previous fiscal year's second half tax bill. If the Title Company determines that more is owed, the Title Company shall bill the Seller directly. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

C. From the date that tax information is available, as per Paragraph "B", up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of Close of Escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At Close of Escrow, check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with the closing statement;

D. Any taxes which have been paid by Seller, prior to opening of this Escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after Close of Escrow, to apply to the County Tax Collector of said county for refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

E. Pay and charge Buyer for any escrow fees, charges, and costs payable under Paragraph 5 of this Agreement;

F. Disburse funds and deliver the Deed and the Assignment of the Valley Lube Lease when conditions of this Escrow have been fulfilled by Buyer and Seller.

The term "Close of Escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this Escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties acknowledge that Buyer's governing board is scheduled to consider the approval of this Agreement on February 11, 2002. Pursuant to Paragraph 1 herein, if the governing board approves the Agreement, the parties desire Escrow to close on or before March 15, 2002. Buyer shall take all necessary steps in advance of February 11, 2002 to ensure that, in the event the governing board approves this Agreement, Escrow shall close on or before March 15, 2002, or as soon as possible thereafter.

6. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all

fees, charges, and costs which arise in connection with this Escrow including any and all escrow fees, title insurance fees, recording fees and any transfer taxes, if any.

7. RENTAL AND OCCUPANCY BY SELLER. Seller agrees to execute a complete, current, and correct statement of rentals on a form furnished to Seller and deliver same to Buyer within fifteen (15) days hereof with a copy of the Valley Lube Lease. All rents will be prorated as of the Close of Escrow on the basis of a 30day month consistent with that Statement, subject to approval of Buyer. Seller hereby agrees not to rent any units on the premises which are now vacant, or which may be vacated by present occupants prior to Close of Escrow. Seller further agrees not to allow or consent to any sublease(s) for the premises prior to Close of Escrow.

Seller warrants that, excluding the Valley Lube Lease, there are no oral or written leases on all or any portion of Property exceeding a period of one month, and Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of Seller for a period exceeding one month, excluding the Valley Lube Lease.

8. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Subject Property upon at least forty-eight hours prior notice to Seller (together with a description of the tests to be conducted) for the purpose of making necessary or appropriate inspections and for the purpose of commencing demolition and/or construction of the project for which the Property is being purchased. In connection with such entry, Buyer and its agents shall comply with all aspects of the Valley Lube Lease, including any applicable notice requirements prior to entry onto the Subject Property. Buyer shall indemnify, defend and hold Seller and its partners, agents, representatives, successors and assigns harmless from any liens, costs, demands for payment, liabilities as well as any physical damage to the Property or injury or death to persons caused by making such tests or exercising Buyer's right of entry. In addition, Buyer shall immediately repair any physical damage to the Property arising out of such tests.

9. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument. This Agreement may also be executed by delivery of fax to the parties as set forth above of an executed counterpart original of this Agreement. The parties shall thereafter exchange the original documents bearing original signatures, but the failure to do so shall not affect the enforceability of this Agreement.

10. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer (c/o Neal Snedecor, Economic Development Department, City of Livermore, 1052 South Livermore Avenue, Livermore, California 94550-4899), the purpose being to ascertain if any reimbursements are due Seller.

11. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the Subject Property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Deed shall be at the risk of Seller. In the event that loss or damage to the Subject Property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Deed, Buyer may elect to

require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said Property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

12. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation. Subject to Closing of this transaction in accordance with the terms and conditions of this Agreement, Seller hereby waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses arising out of any potential known or unknown issues relating to condemnation or inverse condemnation.

13. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.

C. Until the closing, Seller shall maintain the property in its current condition and state of repair and maintenance, reasonable wear and tear and events of casualty excepted, and shall perform all of its obligations under any service contracts or other contracts affecting the Property.

D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the Property.

E. To the best of Seller's knowledge, all utilities including gas, electricity, water, sewage, and telephone are available to the Property, and all such items are in good working order.

F. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's Property may be bound.

G. Until the Closing, Seller shall, upon learning of any fact or condition which would cause any of Seller's warranties and representations contained in this Section not to be true as of Closing, immediately give written notice of such fact or condition to Buyer.

14. "AS-IS" PURCHASE. Buyer has conducted a Phase I Environmental Assessment dated July 14, 1998 ("Phase I"). The Phase I Environmental Assessment identified the presence of asbestos materials in the Subject Property.

The report also identified the need for Phase II testing to determine the presence of petroleum hydrocarbons in the soil near the former underground storage tank and existing hydraulic lift. The soil testing was undertaken on October 6, 1999, and December 10, 1999. The results dated January 26, 2000 indicate levels appear to be limited to the shallow soil near the former underground storage tank.

With the exception of Seller's warranties set forth above in Section 13, Seller is not making and hereby specifically disclaims and Buyer hereby waives any warranty, guaranty or representation, oral or written, as to or concerning the condition of the Property. Buyer acknowledges, represents and warrants that Buyer has conducted whatever investigation Buyer deems to be prudent to determine the condition of the Property, including but not limited to its environmental condition. THE SALE OF THE PROPERTY (INCLUDING ITS ENVIRONMENTAL CONDITION) UNDER THIS AGREEMENT IS MADE ON AN "AS IS", "WHERE IS," "WITH ALL FAULTS" BASIS. Buyer's agreement to purchase the Property without representations and warranties except those in Section 13 was a material factor in determining the Purchase Price of the Property.

15. INDEMNITY AND HOLD-HARMLESS CLAUSE RELATING TO CLAIMS BY TENANTS: Seller agrees to indemnify and hold Buyer harmless against any and all claims arising out of the Valley Lube Lease which accrue, prior to the Close of Escrow. Seller is expressly responsible for the defense of any such claims. Seller is not responsible for any claims in connection with the Valley Lube Lease which accrue after the Close of Escrow.

16. PARTIES OF INTEREST. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

17. ENTIRE AGREEMENT. This Agreement constitutes and contains the entire agreement of the parties with respect to the subject matter hereof and thereof, and supersedes any and all other prior negotiations, correspondence, understandings and agreements respecting the subject matter hereof and thereof. There are no representations, promises, agreements or other understandings between the parties relating to the subject matter of this Agreement that are not expressed herein. This Agreement may not be changed orally, but only by an Agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

18. NOTICES. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communication required or permitted by the terms hereof to be given to any person or entity shall be in writing, and any such notice shall become effective two (2) business days after being deposited in the mails, certified or registered, with appropriate postage prepaid for first-class mail or, if delivered by hand or in the form of a facsimile transmission, when received, and shall be directed to the address of such person or entity set forth below, or at such other address as either party shall hereafter designate in writing and deliver to the other in accordance with the provision of this paragraph.

If to SELLER	SELLER
	H. R. Hansen, Jr. Sarah H. Rierson Christian E. Ising P.O. Box 2267 Livermore, CA 94551-2267 Fax: (925) 383-1683
With a copy to:	Andrew R. Cohen, Esq. Janin, Morgan & Brenner 220 Bush Street, 17th Floor San Francisco, California 94104 (415) 981-1264
If to BUYER	BUYER
	Neal Snedecor Economic Development Department City of Livermore 1052 South Livermore Avenue Livermore, CA 94550-4899 Fax: (925) 454-2379

19. SURVIVAL; TERMINATION. The representations, warranties and agreements of the parties contained or provided for in this Agreement shall survive the Closing and the recordation and delivery of the Grant Deed conveying the Property to Buyer and shall be and continue in effect notwithstanding the fact that any party may waive compliance with any other term, provision or condition of this Agreement.

20. AUTHORITY AND EXECUTION. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so, has full right and authority to enter into this Agreement and all of its obligations hereunder.

21. SEVERABILITY. The invalidity or unenforceability of any term or provision of this Agreement or the nonapplication of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect and shall be construed as if such invalid, unenforceable, or nonapplicable provision were omitted.

22. WAIVER OR MODIFICATION. No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence or any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. The provisions of this section may not be waived except as herein set forth.

23. HEADINGS. The headings of the various Paragraphs of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof or thereof.

24. GOVERNING LAW. This Agreement has been delivered in, and shall in all respects be governed by and construed in accordance with the laws of the State of California, including all matters of construction, validity and performance and enforcement.

25. TIME. Time is of the essence in this Agreement as to each provision in which time is an element of performance.

26. ATTORNEYS' FEES. In the event of any action or proceeding brought by either party to enforce the terms of or arising out of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonable attorneys' fees.

27. COOPERATION. Each party hereto will, upon reasonable request of the other party, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents as may be reasonably necessary in order to fulfill the intents and purposes of this Agreement.

28. BROKERAGE COMMISSIONS. The parties hereto represent and warrant to each other that there are no brokers, agents or finders that are entitled to any claim for any commission, finders' fee, or other compensation in connection with the sale of the Property pursuant to this Agreement, and each party shall indemnify, defend and hold the other party hereto harmless from and against any claim, liability or expense for any brokerage commissions, finders' fees or other compensation claimed to be due and owning by reason of its activities in entering into or consummating the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year set forth hereinabove.

"BUYER"

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE

By: Linda M. Barton

ATTEST:

By: _____

RECOMMENDED FOR APPROVAL:

BY: _____

APPROVED AS TO FORM:

By: _____
Deputy General Counsel
(SEAL)

"SELLER"

H. R. Hansen, Jr.

Sarah H. Rierson

Christian E. Ising

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year set forth hereinabove.

"BUYER"

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE

By: Linda M. Barton

ATTEST:

By: _____

RECOMMENDED FOR APPROVAL:

BY: _____

APPROVED AS TO FORM:

By: _____
General Counsel
(SEAL)

"SELLER"

_____
H. R. Hansen, Jr.

_____
Sarah H. Rierson

_____
Christian E. Ising

RECORDING REQUESTED BY:

REDEVELOPMENT AGENCY OF
THE CITY OF LIVERMORE

WHEN RECORDED MAIL TO:

David W. Skinner, Esq.
Meyers, Nave, Riback, Silver & Wilson
555 12th Street, Suite 1500
Oakland, California 94607
(510) 808-2000

No fee required Govt. Code § 27383

APN: 098-0289-013-12

COPY of Document Recorded
on JAN - 8 2003 as No. 2003013526
Has not been compared with Original.
ALAMEDA COUNTY RECORDER

This Space for Recorder's Use Only

EXEMPT FROM RECORDING FEES pursuant to Government Code §27383, which reads: "No fee shall be charged by the recorder for services rendered to the State, to any municipality, county in the State or other political subdivision thereof, except for making a copy of a paper or record."

Redevelopment Agency of the City of Livermore v. Union Pacific, et al.

Alameda County Superior Court Case No. 2002 045244

TITLE OF DOCUMENT

FINAL ORDER OF CONDEMNATION

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code § 27361.6)
(Additional recording fee applies)

DAVID W. SKINNER, SBN: 146285
JAMES H. DUNCAN, JR., SBN: 142039
KEVIN K. FRANK, SBN: 191564
MEYERS, NAVE, RIBACK, SILVER & WILSON
A Professional Law Corporation
777 Davis Street, Suite 300
San Leandro, CA 94577
Telephone: (510) 351-4300
Facsimile: (510) 351-4481

Attorneys for Plaintiff
REDEVELOPMENT AGENCY
OF THE CITY OF LIVERMORE,
a public body corporate and politic,

FILED
ALAMEDA COUNTY

JUL 2 2 2002

CLERK OF THE SUPERIOR COURT
By _____
Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, a public body corporate and politic, Plaintiff, v. UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, formerly known as SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, and DOES I through XXV, inclusive, Defendants.	**CASE NO: 2002 045244** **FINAL ORDER OF CONDEMNATION** **APN: 098-0289-013-12** **Unlimited Civil Action** **Complaint Filed: March 25, 2002** **Trial Date: Not Assigned**

IT APPEARING, and the Court finds, that the award set forth in the Judgment of Condemnation for the taking of the real property described in Exhibit A, attached hereto, to wit: EIGHT HUNDRED NINETY THOUSAND and NO/100 DOLLARS ($890,000.00) inclusive of statutory interest and costs, is full and just compensation for the taking of said property, and the Court being fully informed and good cause appearing therefor,

/////

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that upon recordation of this Final Order of Condemnation, the fee simple title to the subject property will vest in Plaintiff THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE free and clear, and discharged of all liens and claims of every kind whatsoever.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the public interest and necessity require the acquisition of the fee simple title and easement in said real property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the subject property is situated in the County of Alameda, State of California, and more particularly described in Exhibit A, attached hereto and incorporated herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment be entered in favor of Plaintiff THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, and against Defendant UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, formerly known as SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, herein on the Complaint.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the State Treasury Condemnation Fund draw a warrant in the amount of EIGHT HUNDRED NINETY THOUSAND AND NO/100 DOLLARS ($890,000), exclusive of interest accrued thereon, payable to UNION PACIFIC RAILROAD, and mailed to Defendant in care of its attorneys, ROBERT BYLSMA, Union Pacific Legal Department, 10031 Foothills Boulevard, Suite 200, Roseville, California 95747, (916) 789-6400.

/////

/////

/////

/////

/////

/////

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all ad valorem real property taxes and any penalties and costs thereon pertaining to the property described in Exhibit A of the Stipulation and Order for Judgment in Condemnation and Final Order of Condemnation shall be canceled as of April 6, 2002, pursuant to Sections 4986, 5082, 5085 and 5086 of the Revenue and Taxation Code.

Dated: JUL 2 2 2002

JUDGE OF THE SUPERIOR COURT

Redevelopment Agency of the City of Livermore v. Union Pacific
Alameda County Superior Court No. 2002 045244

539-004/final order/95607

EXHIBIT A

SUBSTITUTION OF LEGIBLE ORIGINAL DOCUMENT

(GOVERNMENT CODE 27361.7)

I DECLARE UNDER PENALTY OF PERJURY THAT THIS HANDWRITTEN / TYPEWRITTEN LEGIBLE COPY IS A TRUE COPY OF THE ORIGINAL PAGE(S)

DATE: 10/30/02 **SIGNATURE:** Patricia McBride

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

Beginning at the intersection of the Southerly boundary line of that 100-foot wife strip of land commonly known as the Southern Pacific Transportation Company right-of-way with the Northwesterly boundary line of that strip of land being 105.67 feet wide and known as East First Street; thence South 69° 30' 00" West, 63.98 Feet along said Southerly boundary line; thence south 61° 33' 52" West, 636.13 feet to the Northeasterly line of Rancho El Valle De San Jose; thence Northwesterly 211.44 feet along said Northeasterly line, to the Northerly boundary of said right-of-way; thence North 69° 30' 00" East, 814.87 feet along said Northerly boundary line of the Southern Pacific Transportation Company right-of-way to the Westerly boundary line of Maple Street; thence South 51° 10' 40" East, along the Westerly boundary line of Maple Street, 56.86 feet to the point of tangency of a 20.00 foot radius curve to the right; thence Southerly along said curve through a central angle of 93° 20' 00" and an arc length of 32.58 feet to a point of tangency with the Northwesterly boundary line of East First Street extended; thence along said extended East First Street boundary line South 42° 09' 20" West, 50.35 feet to the point of beginning.

AP No. 098-0289-013-12

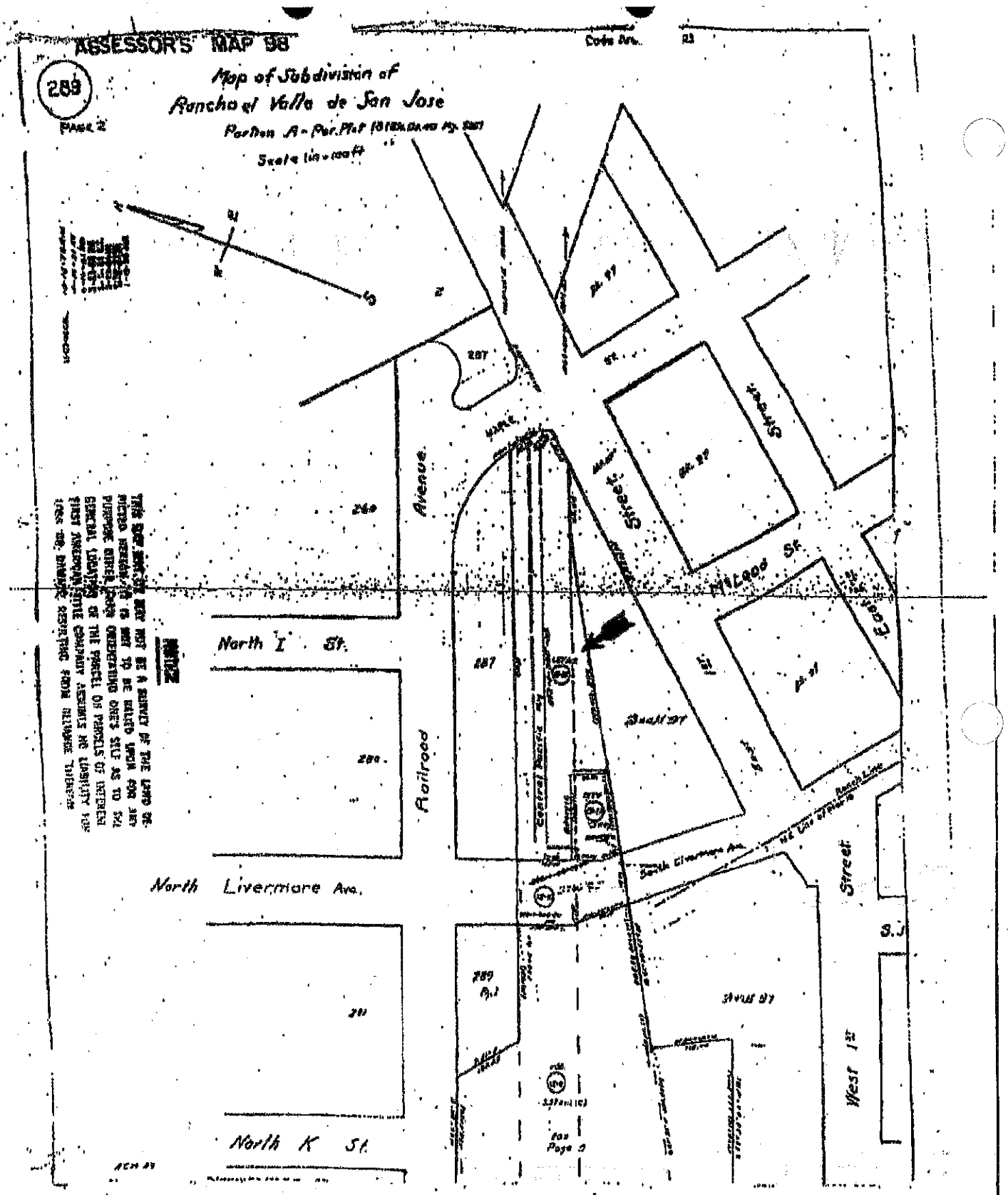
Excepting therefrom all that certain parcel land known as South Livermore Avenue lying within the above described parcel and more particularly described as follows:

Commencing at the intersection of the Southerly boundary line of that 100-foot wide strip of land commonly known as the Southern Pacific Transportation Company right-of-way with the Northwesterly boundary line of that strip of land being 105.67 feet wide and known as East First Street; thence South 69° 30' 00" West, 63.98 feet along said Southerly boundary line; thence South 61° 33' 52" West, 539.48 feet to the Eastern line of said South Livermore Avenue and the point of beginning; thence continuing along last said line South 61° 33' 52" West, 78.37 feet to the Western line of said South Livermore Avenue; thence Northwesterly along said Western Line North 39° 10' 40" West, 90.15 feet to the aforesaid Southern boundary line of the Southern Pacific Transportation Company right-of-way; thence along said Southern boundary line South 69° 30' 00" West, 4.06 feet to the aforesaid Western line; thence Northerly along said Western line North 20° 30' 00" West, 100.00 feet to the Northern boundary line of the aforesaid Southern Pacific Transportation Company right-of-way; thence Northeasterly along said Northern boundary line North 69° 30' 00" East, 100.00 feet to the aforesaid Eastern Line of South Livermore Avenue; thence Southerly along said Eastern line South 20° 30' 00" East, 142.95 feet to an angle point in the said Eastern line; thence continuing along said Eastern line South 38° 56' 40" East, 33.34 feet to the point of beginning.

Also excepting that portion conveyed to the City of Livermore by Deed recorded December 28, 1983, Series No. 83-242907, Official Records.

Also excepting that portion conveyed to Aquatic Park Inc., a California corporation by Deed recorded December 30, 1983, series No. 83-247009, Official Records.

Reservation in favor of the United States of all oil, gas, and other minerals in the land so transferred and conveyed, with the right to prospect for, mine, and remove same, set forth in USG 43 SS912.



Order 592879 TOF PW AI Bk.Pg 98 - 289 Sht 2 of 3

ASSESSOR'S MAP 98

Code Area No. 16-023

289

PAGE 2

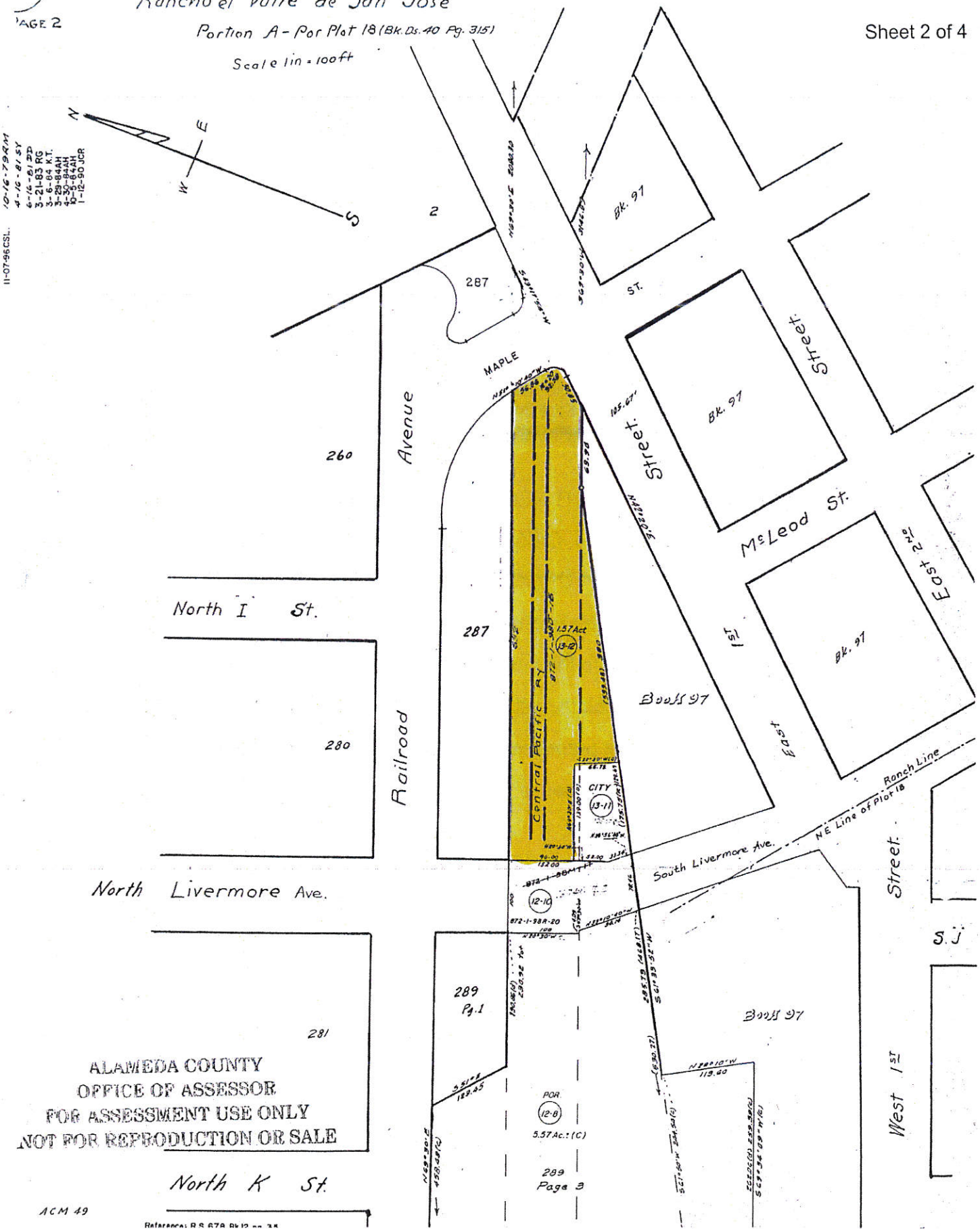
Map of Subdivision of

Rancho el Valle de San José

Portion A - Por Plat 18 (Bk. Ds. 40 Pg. 315)

Scale 1in = 100ft

Sheet 2 of 4



11-07-96 CSL.
10-16-79 RM
4-16-81 SY
6-16-81 RD
3-21-83 RG
3-6-84 K.T.
3-29-84 AH
4-30-84 AH
10-5-84 AH
1-12-90 JCR

ALAMEDA COUNTY
OFFICE OF ASSESSOR
FOR ASSESSMENT USE ONLY
NOT FOR REPRODUCTION OR SALE

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN LAND AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

LIVERMORE VALLEY CENTER PROJECT

Assessor's Parcel No. 098-0289-013-12

Union Pacific Transportation Company
Between First Street, Railroad &
South Livermore Avenues
Livermore, California
APN: 098-0289-013-12

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Livermore, Livermore, California, as follows:

WHEREAS, it is desirable and necessary for the Redevelopment Agency of the City of Livermore to acquire the fee simple title in and to real property more particularly described in Exhibit "A," attached hereto and made a part hereof by reference, for redevelopment purposes in connection with the above-captioned Project. The names and addresses of the owners who have interests to be acquired are as follows:

Union Pacific Railroad Company
C/O Linda Burnside
Real Estate Manager
Union Pacific
1800 Farnam
Omaha, Nebraska 68102

RESOLUTION NO. RA-2002-1

WHEREAS, the Redevelopment Agency of the City of Livermore is vested with the power of eminent domain to acquire said leasehold interests by virtue of Article 1, Section 19, of the Constitution of the State of California, Section 33391 of the Health and Safety Code of the State of California and Sections 1240.050, 1240.010, 1240.110, 1240.120 and 1240.610 of the Code of Civil Procedure of the State of California; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California, notice has been duly given to the owners of the subject property and whose names and addresses appear on the last Alameda County equalized assessment roll, all of whom have been given a reasonable opportunity to appear and be heard before the Redevelopment Agency of the City of Livermore on the following matters:

(a) Whether the public interest and necessity require the Project;

(b) Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c) Whether the interests sought to be acquired are necessary for the Project; and

(d) Whether the offer to purchase required by Government Code section 7267.2 has been submitted to the owners of the leasehold interests.

WHEREAS, pursuant to the provisions of Section 7267.2 of the Government Code of the State of California, the Redevelopment Agency of the City of Livermore

has made an offer to the owners of the leasehold interests to acquire the subject interests for just compensation;

NOW, THEREFORE, IT IS FOUND, DETERMINED, AND ORDERED as follows:

1. The public interest and necessity require the Project;

2. The Project is planned and located in the manner which will be most compatible with the greatest public good and the least private injury;

3. The property interests sought to be acquired are necessary for the project;

4. The offer required by section 7267.2 of the Government Code of the State of California has been made to the owners of the leasehold interests;

5. The Project herein is consistent with the land uses analyzed in the Final Environmental Impact Report on the Livermore Redevelopment Plan and the Urban Design Plan (certified by the City Council in August 1992), and the Addendum to the Final Environmental Impact Report on the Livermore Redevelopment Strategy and Urban Design Plan (certified by the City Council in September 1998).

6. The City Attorney of the City of Livermore or his duly authorized designee be, and he is hereby, authorized and directed to institute and conduct to conclusion an action in eminent domain for the acquisition of the estates and interests aforesaid and to take such action as he may deem advisable or necessary in connection therewith;

7. An order for prejudgment possession may be obtained in said action and a warrant issued to the State Treasury Condemnation Fund, in the amount

determined by the Court to be do deposited, as a condition to the right of immediate possession.

The foregoing Resolution was adopted at a regular meeting of the Redevelopment Agency of the City of Livermore held on the 14 th day of January, 2002 by the following vote:

APPROVED AS TO FORM

GENERAL COUNSEL

On motion of Agency Member Kamena, seconded by Agency Member Vargas, the foregoing action was taken on this 14 day of January, 2002, by the following vote:

AYES: AGENCYMEMBERS Beeman, Dietrich, Reitter, Vargas, Chairperson Kamena

NOES: AGENCYMEMBERS None

ABSENT: AGENCYMEMBERS None

CHAIRPERSON, REDEVELOPMENT AGENCY
OF THE CITY OF LIVERMORE, CALIFORNIA

ATTEST:

SECRETARY

S:\AGENDA\01-14\Redev-Ag-eminent domain.doc NS

RESOLUTION NO. RA-2002-1

33

RECORDING REQUESTED BY
First American Title Company
0131-612998
AND WHEN RECORDED MAIL TO:
City of Livermore - City Clerk
1052 So. Livermore Avenue
Livermore, CA 94550

AND
DH
8
3

2004519045 11/22/2004 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

8 PGS

Space Above This Line for Recorder's Use Only

A.P.N.: 097 -0111-009 and 097 -0111-008

File No.: 0131-612998ala (DB)

Grant Deed
Document Title

THIS DEED IS BEING RE-RECORDED TO INCLUDE THE ASSESSOR'S PARCEL NUMBERS.

SEPARATE PAGE PURSUANT TO GOVT CODE 27361.6

RECORDING REQUESTED BY
FIRST AMERICAN TITLE

GRANT DEED

RECORDING REQUESTED BY:
Redevelopment Agency of the City
of Livermore

AND WHEN RECORDED
MAIL TO:
City of Livermore
City Clerk
1052 South Livermore Avenue
Livermore, California 94550

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

APN: 097-0111-009 and 097-0111-008

DH

2004419551 09/15/2004 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

[redacted] 7 PGS

NO DOCUMENTARY TRANSFER TAX DUE

~~RECORDING REQUESTED BY~~
FIRST AMERICAN TITLE
0131-004131-001

(Space Above This Line Reserved For Recorder's Use)

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, STEPHEN R. HOWARD, MELINDA HOWARD and JEFFREY HOWARD hereby grant to the REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, a public body corporate and politic, hereinafter referred to as GRANTEE, its successors and assigns, the fee simple title in and to that all that real property located in the City of Livermore, County of Alameda, State of California described in Exhibit A attached hereto and incorporated herein.

This Grant Deed may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantors each have executed this Grant Deed as of March 17, 2004.

GRANTORS:

Stephen R. Howard

Melinda Howard

Jeffrey Howard

City Clerk's
Office

OCT 15 2004

City of
Livermore

683212-1

MAIL TAX STATEMENT TO: SAME AS ABOVE

GENERAL ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF Alameda)

On March 17, 2004, before me, Alice L. Wilcox, a Notary Public, personally appeared Stephen R. Howard & Melinda Howard, ~~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

(Seal)

ALICE L. WILCOX
Commission # 1407377
Notary Public - California
Alameda County
My Comm. Expires Apr 22, 2007

683212-1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Tehama } ss.

On 3-22-04 (Date), before me, JOYCE L. BUNDY (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared JEFFREY HOWARD (Name(s) of Signer(s))

☐ personally known to me
☑ 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.

JOYCE L. BUNDY
Commission # 1433354
Notary Public - California
Tehama County
My Comm. Expires Aug 2, 2007

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

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: Grant Deed
Document Date: 3/17/04 Number of Pages: 5
Signer(s) Other Than Named Above: Stephen R Howard + Melinda Howard

Capacity(ies) Claimed by Signer
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 Alameda } ss.

On Aug. 19, 2004 (Date) before me, Pamela S. Dias, Notary (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Alice Calvert (Name(s) of Signer(s))

☑ personally known to me
☐ 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.

PAMELA S. DIAS
Commission # 1450579
Notary Public — California
Alameda County
My Comm. Expires Nov 11, 2007

WITNESS my hand and official seal.

Pamela S. Dias
Signature of Notary Public

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: Certif of Acceptance

Document Date: Aug 19, 2004 Number of Pages: 1

Signer(s) Other Than Named Above: n/a

Capacity(ies) Claimed by Signer

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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Exhibit "A"
Legal Description

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

Portion of Block No. 1, as said block is delineated and so designated upon that certain map entitled, "Map of the McLeod Tract, Livermore, Subdivided August 1875, W.F. Boardman, Surveyor", filed September 8, 1875, in the Office of the County Recorder of Alameda County, California, described as follows:

Commencing at a point on the Northwestern line of First Street distant thereon 88 feet, 4 inches Northeasterly from the point of intersection thereof with the Northeasterly line of South Livermore Avenue, formerly Lizzie Street and running thence Northeasterly along said line of First Street 77 feet, 10 inches; thence at right angles Northwesterly to the southerly line of the right of way of the Central Pacific Railroad Company; thence Southwesterly along said line of said right of way of the Central Pacific Railroad Company 26 feet; thence at right angles Southeasterly 32 feet 8 inches; thence at right angles Southwesterly to the Northeasterly line of South Livermore Avenue, formerly Lizzie Street; thence Southeasterly along the Northeasterly line of South Livermore Avenue, formerly Lizzie Street 13 feet; thence at right angles Northeasterly 55 feet and 8 inches; thence at right angles Southeasterly 140 feet, more or less to the point of beginning.

AP No. 0017-0111-008

AND

Beginning at the intersection of the Northeastern line of North Livermore Avenue with the Northwestern line of East First Street and running thence along said line of East First Street North 42 degrees 19 minutes 30 seconds East 47.62 feet to the Southwestern line of the parcel of land described in the deed to L. Schenone and wife, recorded June 21, 1992 in Book 212 of Official Records of Alameda County, Page 278, and the actual point of commencement; thence continuing along said line and its direct production North 42 degrees 19 minutes 30 seconds East 30 feet to the Northeastern line of said Schenone parcel; thence along last said line and its production North 47 degrees 40 minutes 30 seconds West 62.20 feet to the Northwestern line of the parcel of land described in the deed to the administrator of the Estate of Catherine L. Schenone, deceased, recorded July 24, 1946 in Book 4944 of Official Records of Alameda County, Page 149; thence along last said line South 42 degrees 19 minutes 30 seconds West 30 feet to the direct production Northwesterly of said Southwestern line of the Schenone parcel first above referred to; thence along said produced line and said Southwestern line South 47 degrees 40 minutes 30 seconds East 62.20 feet to the actual point of commencement.

Together with those certain rights created by instrument dated July 6, 1946 by and between Dale S. Anderson and Ellen Anderson, his wife, First Parties, and Bank of America National Trust and Savings Association, as administrator of the Estate of Catherine L. Schenone, deceased, Second Party, recorded July 24, 1946 in Book 4944 of Official Records of Alameda County, Page 149 (TT-63968), relative to the use of the party wall and certain rainwater drainage facilities of the structure on lands adjoining on the Northwest.

Ap. No. 097-0111-009

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated March 17, 2004, from Stephen Howard, Melinda Howard, and Jeffrey Howard, to the Livermore Redevelopment Agency, is hereby accepted by the undersigned Secretary on behalf of the Livermore Redevelopment Agency pursuant to authority conferred by Resolution No. RA-3-89 of the Redevelopment Agency adopted on January 23, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: August 19, 2004

Alice Calvert

Alice Calvert, Secretary
Livermore Redevelopment Agency
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

ASSESSOR'S MAP 97

Code Area Nos. 16-023

Map of the McLeod Tract (Bk.6 Pg.2)

111

Scale 1" = 40'

Dwn: 3-22-62 A.Y.
Corrected: 2-6-81ST
3-21-83 RG
2-06-85SL.

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN LAND AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

LIVERMORE VALLEY CENTER PROJECT

Assessor's Parcel Nos: 097-0111-008-00 & 097-0111-009-00
(LVC Parcels 8 & 9)

2272-2310 First Street
Livermore, California

IT IS RESOLVED by the Redevelopment Agency of the City of Livermore, Livermore, California, as follows:

WHEREAS, it is desirable and necessary for the Redevelopment Agency of the City of Livermore to acquire the fee simple title in and to real property more particularly described in Exhibit "A," attached hereto and made a part hereof by reference, for redevelopment purposes in connection with the above-captioned Project. The names and addresses of the owners who have interests to be acquired are as follows:

Lillian K. Howard
Stephen Howard
Melinda Howard
Jeffrey Howard
c/o Stephen & Melinda Howard
2288 First Street
Livermore, California 94550
(925) 455-8090

WHEREAS, the Redevelopment Agency of the City of Livermore is vested with the power of eminent domain to acquire said leasehold interests by virtue of Article 1, Section 19, of

the Constitution of the State of California, Section 33391 of the Health and Safety Code of the State of California and Sections 1240.050, 1240.010, 1240.110, 1240.120 and 1240.610 of the Code of Civil Procedure of the State of California; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California, notice has been duly given to the owners of the subject property and whose names and addresses appear on the last Alameda County equalized assessment roll, all of whom have been given a reasonable opportunity to appear and be heard before the Redevelopment Agency of the City of Livermore on the following matters:

(a) Whether the public interest and necessity require the Project;

(b) Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c) Whether the interests sought to be acquired are necessary for the Project; and

(d) Whether the offer to purchase required by Government Code section 7267.2 has been submitted to the owners of the real property interests.

WHEREAS, pursuant to the provisions of Section 7267.2 of the Government Code of the State of California, the Redevelopment Agency of the City of Livermore has made an offer to the owners of subject property for just compensation;

NOW, THEREFORE, IT IS FOUND, DETERMINED, AND ORDERED as follows:

1. The public interest and necessity require the Project;
2. The Project is planned and located in the manner which will be most compatible with the greatest public good and the least private injury;
3. The property interests sought to be acquired are necessary for the project;
4. The offer required by section 7267.2 of the Government Code of the State of California has been made to the owners of subject property;

5. The Project herein is consistent with the land uses analyzed in the Final Environmental Impact Report on the Livermore Redevelopment Plan and the Urban Design Plan (certified by the City Council in August 1992), and the Addendum to the Final Environmental Impact Report on the Livermore Redevelopment Strategy and Urban Design Plan (certified by the City Council in September 1998).

6. The City Attorney of the City of Livermore or his duly authorized designee be, and he is hereby authorized and directed to institute and conduct to conclusion an action in eminent domain for the acquisition of the estates and interests aforesaid and to take such action as he may deem advisable or necessary in connection therewith;

7. An order for prejudgment possession may be obtained in said action and a warrant issued to the State Treasury Condemnation Fund, in the amount determined by the Court to be do deposited, as a condition to the right of immediate possession.

APPROVED AS TO FORM

GENERAL COUNSEL

On motion of Agency Member Vargas, seconded by Agency Member Beeman, the foregoing action was taken on this 23 day of September, 2002, by the following vote:

AYES: **AGENCYMEMBERS** Beeman, Dietrich, Reitter, Vargas, Chairperson Kamena

NOES: **AGENCYMEMBERS** None

ABSENT: **AGENCYMEMBERS** None

Marshall Kamena

CHAIRPERSON, REDEVELOPMENT AGENCY
OF THE CITY OF LIVERMORE, CALIFORNIA

ATTEST:

Julie Mitchum, Deputy

SECRETARY

BB S:\AGENDA\09-23\Livermore Cyclery (3).DOC NS

EXHIBIT A TO LIVERMORE CYCLERY RESOLUTION

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

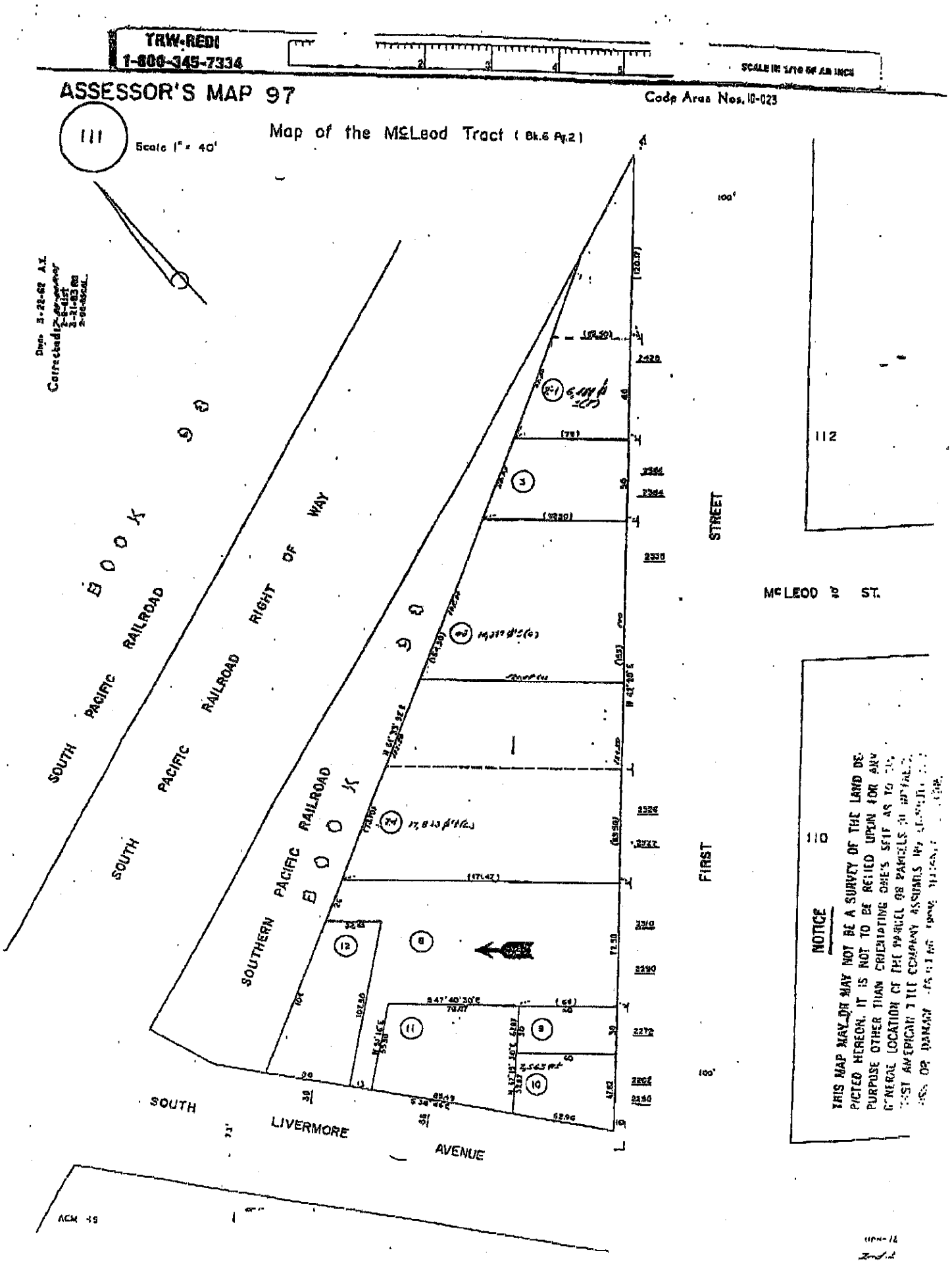
Portion of Block No. 1, as said block is delineated and so designated upon that certain map entitled, "Map of the Mc Leod Tract, Livermore, Subdivided August 1875, W.F. Boardman, Surveyor", filed September 8, 1875, in the Office of the County Recorder of Alameda County, California, described as follows:

Commencing at a point on the Northwestern line of First Street distant thereon 88 feet, 4 inches Northeasterly form the point of intersection thereof with the Northeasterly line of South Livermore Avenue, formerly Lizzie Street and running hence Northeasterly along said line of First Street 77 feet, 10 inches; thence at right angles Northwesterly to the Southerly line of the right of way of the Central Pacific Railroad Company; thence Southwesterly along said line of said right of way of the Central Pacific Railroad Company 26 feet; thence at right angles Southeasterly 32 feet 8 inches; thence at right angles Southwesterly to the Northeasterly line of South Livermore Avenue, formerly Lizzie Street; thence Southeasterly along the Northeasterly line of South Livermore Avenue, formerly Lizzie Street 13 feet; thence at right angles Northeasterly 55 feet and 8 inches; thence at right angles Southeasterly 140 feet, more or less to the point of beginning.

A.P. No. 097-0111-008

*****

EXHIBIT A


TRW-REDI
1-800-345-7334
SCALE IN 1/10 OF AN INCH
ASSESSOR'S MAP 97
Code Area Nos. 10-023
111
Scale 1" = 40'
Map of the McLeod Tract (Bk.6 Pg.2)
BOOK 98
SOUTH PACIFIC RAILROAD
SOUTH PACIFIC RAILROAD RIGHT OF WAY
SOUTHERN PACIFIC RAILROAD
BOOK 98
112
McLEOD ST.
FIRST STREET
110
SOUTH LIVERMORE AVENUE
NOTICE
THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DE-
PICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY
PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO
GENERAL LOCATION OF THE PARCEL OR PARCELS
ACM 49

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

PARCEL ONE:

Beginning at the intersection of the Northeastern line of North Livermore Avenue with the Northwestern line of East First Street and running thence along said line of East First Street North 42° 19' 30" East 47.62 feet to the Southwestern line of the parcel of land described in the deed to L. Schenone and wife, recorded June 21, 1992 in Book 212 of Official Records of Alameda County, Page 278, and the actual point of commencement; thence continuing along said line and its direct production North 42° 19' 30" East 30 feet to the Northeastern line of said Schenone parcel; thence along last said line and its production North 47° 40' 30" West 62.20 feet to the Northwestern line of the parcel of land described in the deed to the administrator of the Estate of Catherine L. Schenone, deceased, recorded July 24, 1946 in Book 4944 of Official Records of Alameda County, Page 149; thence along last said line South 42° 19' 30" West 30 feet to the direct production Northwesterly of said Southwestern line of the Schenone parcel first above referred to; thence along said produced line and said Southwestern line South 47° 40' 30" East 62.20 feet to the actual point of commencement.

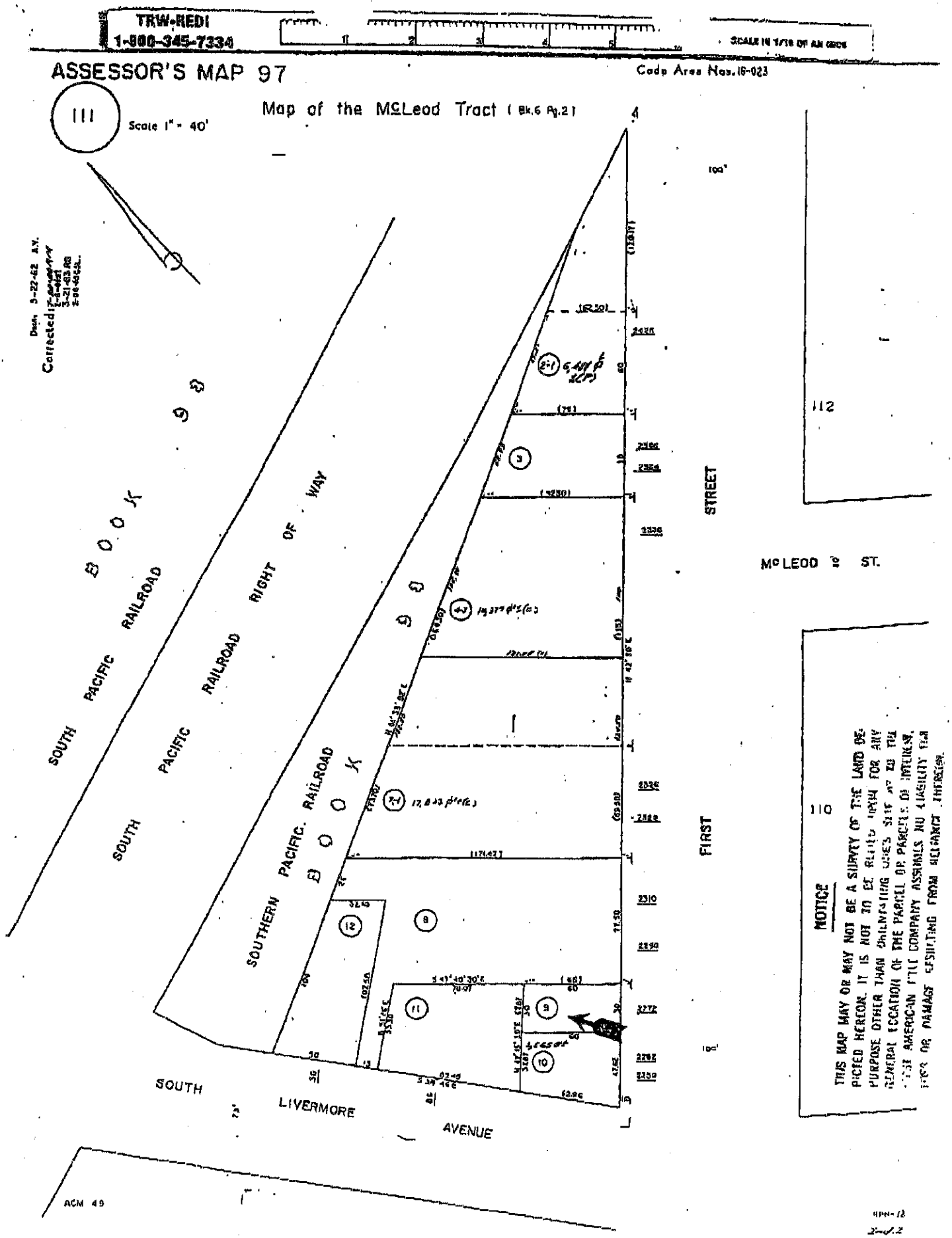
PARCEL TWO:

Together with those certain rights created by instrument dated July 6, 1946 by and between Dale S. Anderson and Ellen Anderson, his wife, First Parties, and Bank of America National Trust and Savings Association, as administrator of the Estate of Catherine L. Schenone, deceased, Second Party, recorded July 24, 1946 in Book 4944 of Official Records of Alameda County, Page 149 (TT-63968), relative to the use of the party wall and certain rainwater drainage facilities of the structure on lands adjoining on the Northwest.

A.P. No.: 097-0111-009

*****

EXHIBIT A


TRW-REDI
1-800-345-7334
SCALE IN 1/16 OF AN INCH
ASSESSOR'S MAP 97
Code Area Nos. 16-023
111
Scale 1" = 40'
Map of the McLeod Tract (Bk.6 Pg.2)
Date 3-22-62 A.V.
Corrected:
BOOK 98
SOUTH PACIFIC RAILROAD
SOUTH PACIFIC RAILROAD RIGHT OF WAY
SOUTHERN PACIFIC RAILROAD
BOOK 98
FIRST STREET
McLEOD ST.
112
110
SOUTH LIVERMORE AVENUE
ACM 49
NOTICE
THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING USES SITE AT TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. FIRST AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR ERROR OR DAMAGE RESULTING FROM RELIANCE THEREON.

RECORDING REQUESTED BY:

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE

WHEN RECORDED MAIL TO:

David W. Skinner, Esq.
Meyers, Nave, Riback, Silver & Wilson
555 12TH Street, Suite 1500
Oakland, CA 94607

No fee required Govt. Code § 27383

APN: 97-0111-007-01

2003651160 10/31/2003 08:57 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

8 PGS

A47

This Space for Recorder's Use Only

EXEMPT FROM RECORDING FEES pursuant to Government Code §27383, which reads: "No fee shall be charged by the recorder for services rendered to the State, to any municipality, county in the State or other political subdivision thereof, except for making a copy of a paper or record."

Redevelopment Agency of the City of Livermore v. North "K" Street Associates, et al.

Alameda County Superior Court Case No. v-019284-6

TITLE OF DOCUMENT

FINAL ORDER OF CONDEMNATION - ACTION IN EMINENT DOMAIN

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code § 27361.6)
(Additional recording fee applies)

1862236

DAVID W. SKINNER, ESQ., SBN: 146285
JAMES H. DUNCAN, Jr., ESQ., SBN: 142039
LORI J. REGLER, SBN: 206390
MEYERS, NAVE, RIBACK, SILVER & WILSON
A Professional Law Corporation
555 12th Street, Suite 1500
San Leandro, CA 94577
Telephone: (510) 808.2000
Fax No.: (510) 444.1108

Attorneys for Plaintiff
REDEVELOPMENT AGENCY
OF THE CITY OF LIVERMORE

FILED
ALAMEDA COUNTY

JUN 2 0 2003

CLERK OF THE SUPERIOR COURT
By _____ Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, a public body corporate and politic, Plaintiff, vs. NORTH "K" STREET ASSOCIATES, a general partnership as to 100% interest; OLD REPUBLIC TITLE COMPANY, a California corporation; CHRISTINE CONLON-KEMP, a widow; FRANK PLACAS dba MASTER MODELS; MEL LUNA dba MEL'S FURNITURE; SHAROL HAGLER dba A&R CARPETS; GAIL OLAVSON dba MAIN STREET LIVERMORE; KIM GRANTFIELD dba SUNRISE MOUNTAIN SPORTS; and DOES I through XVI, inclusive, Defendants.	NO. V-019284-6 **FINAL ORDER OF CONDEMNATION** APN: 97-0111-007-01 Complaint filed: August 31, 2000

IT APPEARING, and the Court finds, that the award set forth in the Judgment of Condemnation for the taking of the real property described in Exhibit A, attached hereto, to wit: SEVEN HUNDRED FORTY-FIVE THOUSAND DOLLARS ($745,000.00) exclusive of statutory interest and costs, is full and just compensation for the taking of said property, and the Court being fully informed and good cause appearing therefor,

/////

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that upon recordation of this Final Order of Condemnation, the fee simple title to the subject property will vest in Plaintiff THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE free and clear, and discharged of all liens and claims of every kind whatsoever.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the public interest and necessity require the acquisition of the fee simple title and easement in said real property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the subject property is situated in the County of Alameda, State of California, and more particularly described in Exhibit A, attached hereto and incorporated herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment be entered in favor of Plaintiff THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, and against Defendant NORTH "K" STREET ASSOCIATES and defendant FRANK PLACAS dba MASTER MODELS herein on the Complaint.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the State Treasury Condemnation Fund draw a warrant in the amount of ONE HUNDRED THOUSAND ELEVEN DOLLARS ($100,011.00) payable to "North K Street Associates in care of and entrusted to Greenan, Peffer, Sallander & Lally LLP.," and forward said warrant to Defendant NORTH K. STREET ASSOCIATES in care of its attorney, Kevin D. Lally, Greenan, Peffer, Sallander & Lally, 2 Annabel Lane, Suite 200, San Ramon, CA 94583-0010.

IT IS FURTHER ORDERED, AJDUGED and DECREED, that Plaintiff AGENCY shall draw a warrant in the remaining amount of ONE HUNDRED TWENTY-NINE THOUSAND DOLLARS EIGHT HUNDRED NINE and 93/100 ($129,809.93) payable to "North K Street Associates in care of and entrusted to Greenan, Peffer, Sallander & Lally LLP." and forward said warrant to Defendant NORTH K. STREET ASSOCIATES

/////

in care of its attorney, Kevin D. Lally, Greenan, Peffer, Sallander & Lally, 2 Annabel Lane, Suite 200, San Ramon, CA 94583-0010.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant NORTH K. STREET ASSOCIATES shall pay to Defendant FRANK PLACAS dba MASTER MODELS the sum of FORTY-FIVE THOUSAND DOLLARS ($45,000.00) for its claims for leasehold interest in the subject property. Said payment of FORTY-FIVE THOUSAND DOLLARS ($45,000.00) by NORTH K STREET to MASTER MODELS shall be made immediately upon NORTH K STREET'S receipt of the settlement funds from the AGENCY.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all ad valorem real property taxes and any penalties and costs thereon pertaining to the property described in Exhibit A of the Stipulation and Order for Judgment in Condemnation and Final Order of Condemnation shall be canceled as of January 18, 2001, pursuant to Sections 4986, 5082, 5085 and 5086 of the Revenue and Taxation Code.

Dated: June 20, 2003

Bonnie Sabraw
JUDGE OF THE SUPERIOR COURT

Redevelopment Agency of the City of Livermore v. North K. Street Associates
Alameda County Superior Court No. V-019284-6

EXHIBIT A

Beginning at a point on the Northeastern line of East First Street, formerly First Street, distant thereon Northeasterly 191 feet from the intersection thereof with the Northeastern line of County Road (called also Lizzie Street) now South Livermore Avenue, as said streets and road are shown on the Map herein referred to; thence Northeasterly along said line of East First Street 45 feet; thence at right angles Northwesterly to the Southeastern line of lands of Central Pacific Railroad Company; thence Southwesterly parallel with the switch tract of said Railroad Company 47.7 feet; thence Southeasterly on a line drawn at right angles to said line of East First Street 162 feet, 10 inches to the point of beginning.

Excepting therefrom that portion thereof lying within the lines of East First Street, as said street now exists.

A.P. No. 097-0111-007-01

*****

EXHIBIT A

ASSESSOR'S MAP 97

Map of the McLeod Tract

111

Scale 1" = 40'

SOUTH PACIFIC RAILROAD

SOUTH PACIFIC RAILROAD RIGHT OF WAY

SOUTHERN PACIFIC RAILROAD

BOOK 98

BOOK 99

McLEOD ST.

FIRST STREET

SOUTH LIVERMORE AVENUE

112

110

NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING OFFICE STAFF AS TO THE GENERAL LOCATION OF THE PARCELS OF REAL PROPERTY. FIRST AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE ON THIS MAP.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA
The foregoing instrument is a true and
correct copy of the original
on file in this office

ATTEST OCT 27 2003

CLERK OF THE SUPERIOR COURT

By _____ Deputy

CITY OF LIVERMORE REDEVELOPMENT AGENCY

STAFF SUMMARY REPORT

TO: **HONORABLE CHAIRPERSON AND MEMBERS OF THE REDEVELOPMENT AGENCY**

FROM: Karen L. Majors, Economic Development Director KLM

SUBJECT: Resolution Determining that the Public Interest and Necessity Require the Acquisition of Certain Land and Directing the Filing of Eminent Domain Proceedings (Owner: North K Street Associates at 2322-2326 First Street APN# 097-0111-007-001)

SUMMARY AND RECOMMENDATION

After negotiating with North K Street Associates for approximately nine months, Redevelopment Agency staff has been unable to purchase the above referenced property. The site is needed for the Livermore Valley Center Project (LVC). The site also includes buildings subject to the City's Unreinforced Masonry Ordinance that pose a potential threat to public safety. Staff recommends adoption of the attached Resolution determining that the public interest and necessity require the acquisition of certain land and directing the filing of eminent domain proceedings.

DISCUSSION

The City Council, acting as the Members of the Redevelopment Agency, authorized Agency staff last year to acquire three parcels that would ultimately become part of the LVC. The three parcels included the Old Courthouse site, the Davis site at 2338 First Street, and the North K street Associates' property at 2322-2326 First Street. The Davis and North K Street Associates' properties include structures subject to the City's Unreinforced Masonry Building Ordinance. These buildings were retrofitted because of the Redevelopment Agency's planned acquisition for Phase I of the LVC Project.

Last Fall, the Redevelopment Agency began the process to acquire both the Davis and North K Street Associates' sites. An updated appraisal report was prepared by Associated Right of Way Services and a Fixtures and Equipment appraisal was prepared by Valuation Associates. Both reports were completed in September 1999. Staff made the first written offer to North K Street Associates on October 4 , 1999. Staff and the owners continued to

7-10-00
DATE

RA 2.3
AGENDA ITEM NO.

negotiate until early June, 2000. It became apparent to both parties that the spread between what the Redevelopment Agency could justify and what the owners felt their property is worth was too wide of a gap.

Staff recommends that the City Council, acting as the Members of the Redevelopment Agency, adopt the attached Resolution of Necessity and begin the condemnation process. As part of this process, the Redevelopment Agency must deposit the amount of the appraisal with the State Treasury Department Condemnation Fund. This amount is $375,000. The owners can draw down these funds prior to the final resolution of the condemnation case. Agency Counsel, David Skinner of Meyers, Nave, will request a Ninety Day Order of Possession. The Redevelopment Agency will send each tenant a Ninety Day notice to vacate as soon as the Ninety Day Order of Possession has been filed. Agency relocation consultants, Associated Right of Way, have already notified the tenants of their eligibility for relocation benefits. Normally, tenants will be given more time to relocate; however, the North K Street Associates' buildings were classified as category 1 under the City's URM ordinance. Category 1 buildings pose the greatest risk in an earthquake and have the least amount of structural reinforcement. It is in the tenants, as well as the community's, best interest to have the buildings vacated as soon as possible.

FISCAL AND ADMINISTRATIVE IMPACTS

As was mentioned above, the Redevelopment Agency will be required to deposit an amount equal to the appraised value of $375,000 in the State Treasury Department Condemnation Fund upon filing of the condemnation action. The City Council loaned the Agency the funds to acquire this property and to relocate the tenants last year. This loan will be repaid with Tax Allocation Bond proceeds later this year. It is anticipated that the Redevelopment Agency will have to have another appraisal of the property prepared. In addition, the Agency will incur costs for legal services as well as staff time.

CONCLUSION/RECOMMENDATION

Adopt the attached Resolution determining that the public interest and necessity require the acquisition of certain land and directing the filing of eminent domain proceedings.

RESOLUTION NO. _____

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN LAND AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

LIVERMORE VALLEY CENTER PROJECT

Assessor's Parcel No. 097-0111-007-001

North K Street Associates
2322-2326 First Street
Livermore, CA

IT IS RESOLVED by the Redevelopment Agency of the City of Livermore, Livermore, California, as follows:

WHEREAS, it is desirable and necessary for the Redevelopment Agency of the City of Livermore to acquire the fee simple title in and to real property more particularly described in Exhibit "A," attached hereto and made a part hereof by reference, for redevelopment purposes in connection with the above-captioned Project. The names and addresses of the owners who have interests to be acquired are as follows:

North "K" Street Associates
c/o Jim Perry and Robert Rumberger
2074 Second Street

Livermore, CA 94550

WHEREAS, the Redevelopment Agency of the City of Livermore is vested with the power of eminent domain to acquire said leasehold interests by virtue of Article I, Section 19, of the Constitution of the State of California, Section 33391 of the Health and Safety Code of the State of California and Sections 1240.050, 1240.010, 1240.110, 1240.120, 1240.125, 1250.140, 1240.150 and 1240.410 of the Code of Civil Procedure of the State of California; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California, notice has been duly given to the owners of the subject property and whose names and addresses appear on the last Alameda County

equalized assessment roll, all of whom have been given a reasonable opportunity to appear and be heard before the Redevelopment Agency of the City of Livermore on the following matters:

(a) Whether the public interest and necessity require the Project;

(b) Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c) Whether the interests sought to be acquired are necessary for the Project; and

(d) Whether the offer to purchase required by Government Code section 7267.2 has been submitted to the owners of the leasehold interests.

WHEREAS, pursuant to the provisions of Section 7267.2 of the Government Code of the State of California, the Redevelopment Agency of the City of Livermore has made an offer to the owners of the leasehold interests to acquire the subject interests for just compensation;

NOW, THEREFORE, IT IS FOUND, DETERMINED, AND ORDERED as follows:

1. The public interest and necessity require the Project;

2. The Project is planned and located in the manner which will be most compatible with the greatest public good and the least private injury;

3. The property interests sought to be acquired are necessary for the project;

4. The offer required by section 7267.2 of the Government Code of the State of California has been made to the owners of the leasehold interests;

5. The Project herein is consistent with the land uses analyzed in the Final Environmental Impact Report on the Livermore Redevelopment Plan and the Urban Design Plan (certified by the City Council in August 1992), and the Addendum to the Final Environmental Impact Report on the Livermore Redevelopment Strategy and Urban Design Plan (certified by the City Council in September 1998).

6. The City Attorney of the City of Livermore or his duly authorized designee be, and he is hereby, authorized and directed to institute and conduct to conclusion an

action in eminent domain for the acquisition of the estates and interests aforesaid and to take such action as he may deem advisable or necessary in connection therewith;

7. An order for prejudgment possession may be obtained in said action and a warrant issued to the State Treasury Condemnation Fund, in the amount determined by the Court to be do deposited, as a condition to the right of immediate possession.

[Remainder of Page Intentionally Left Blank.]

The foregoing Resolution was adopted at a regular meeting of the Redevelopment Agency of the City of Livermore held on the ____ day of July, 2000 by the following vote:

AYES:

NOES:

ABSENT:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

~~TOM CURRY~~

Act. City Attorney

J:\WPD\Mnrsw\539\001\LVC Project\ron0630.doc

ASSESSOR'S MAP 97

Code Area Nos. 16-023

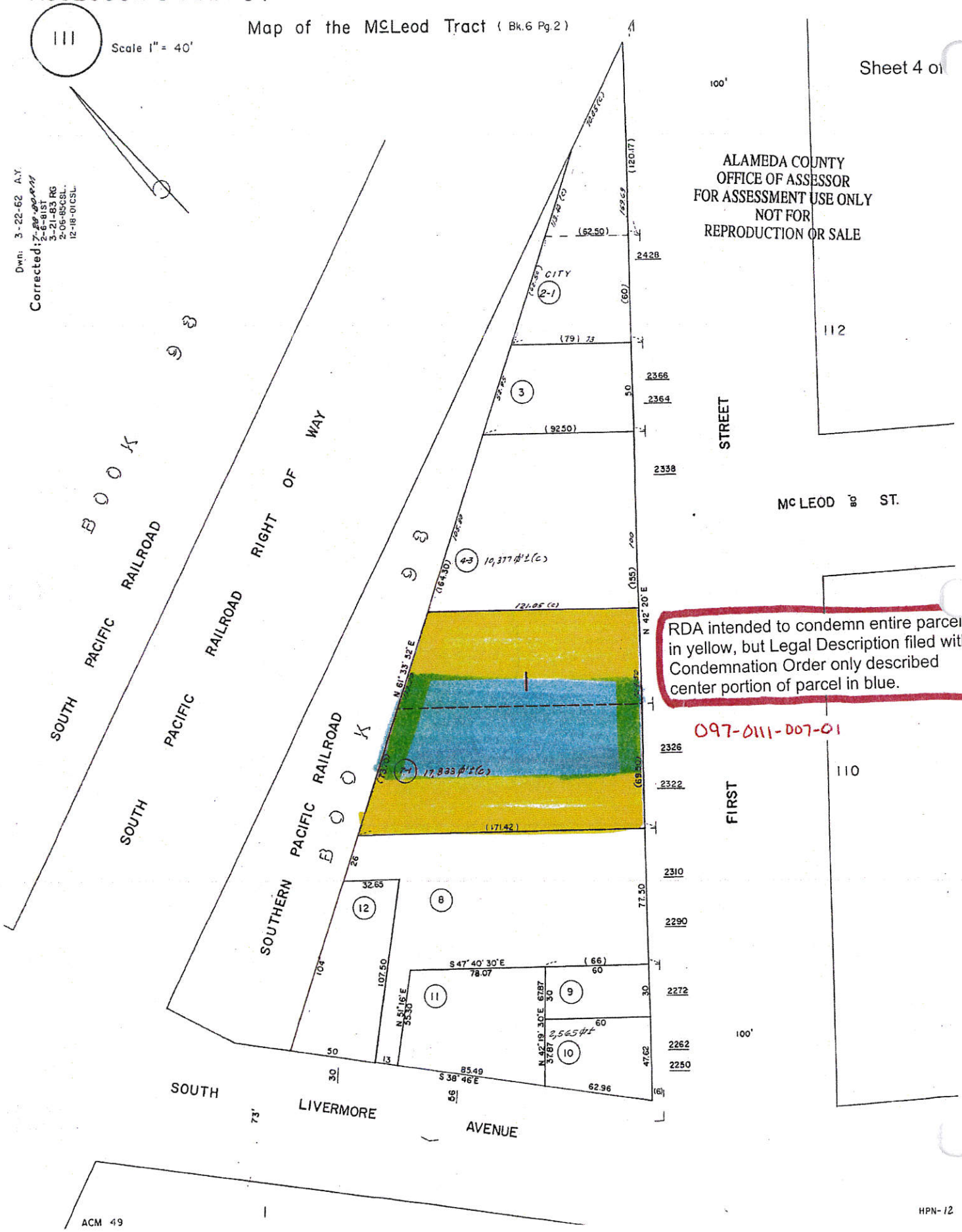
Map of the McLeod Tract (Bk.6 Pg.2)

111

Scale 1" = 40'

Sheet 4 of

Dwn: 3-22-62 A.Y.
Corrected: 7-28-80 RM
2-6-81 ST
3-21-83 RG
2-06-85 CSL.
12-18-01 CSL.



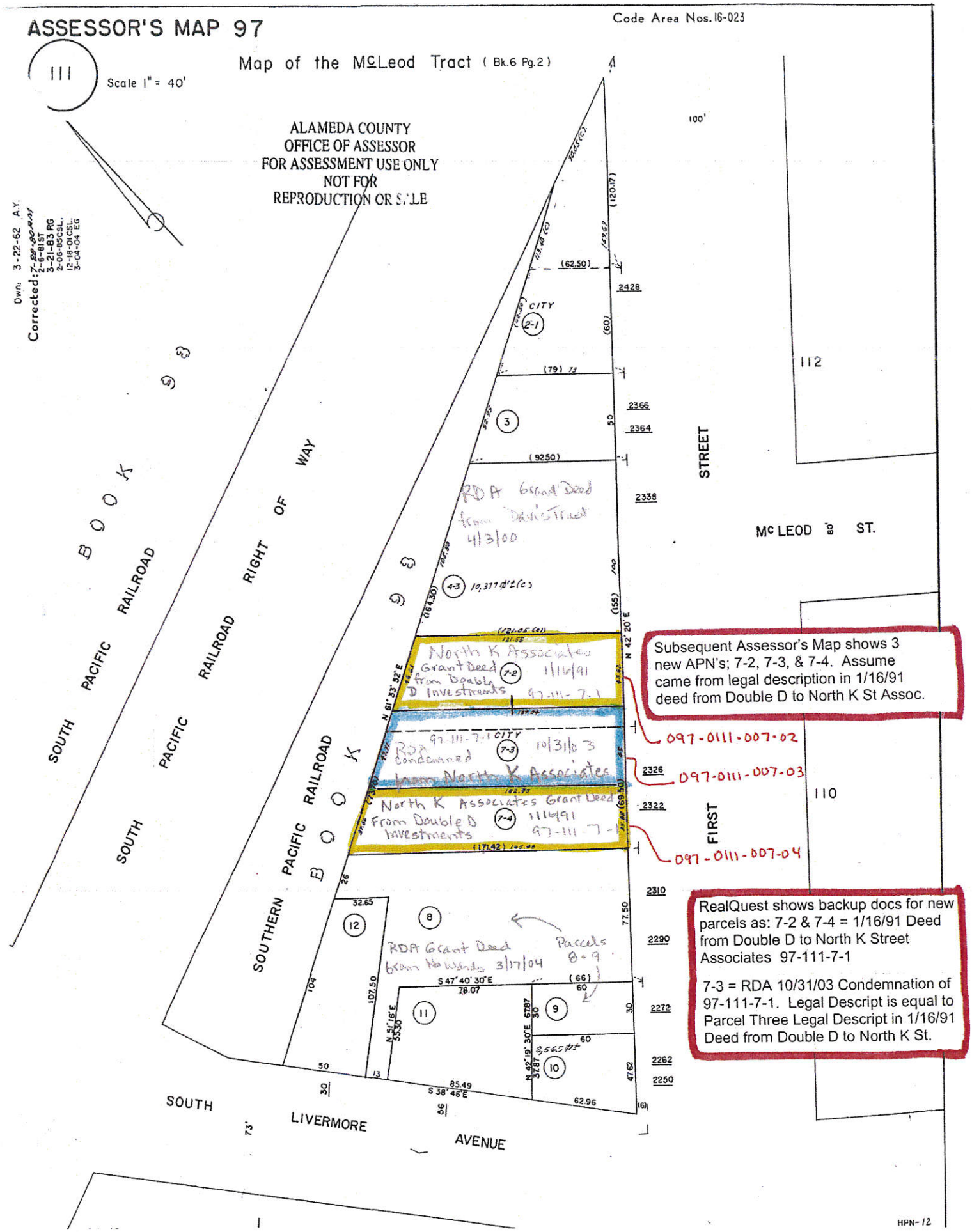
ALAMEDA COUNTY
OFFICE OF ASSESSOR
FOR ASSESSMENT USE ONLY
NOT FOR
REPRODUCTION OR SALE

RDA intended to condemn entire parcel in yellow, but Legal Description filed with Condemnation Order only described center portion of parcel in blue.

097-0111-007-01

ACM 49

HPN-12



Subsequent Assessor's Map shows 3 new APN's; 7-2, 7-3, & 7-4. Assume came from legal description in 1/16/91 deed from Double D to North K St Assoc.

RealQuest shows backup docs for new parcels as: 7-2 & 7-4 = 1/16/91 Deed from Double D to North K Street Associates 97-111-7-1

7-3 = RDA 10/31/03 Condemnation of 97-111-7-1. Legal Descript is equal to Parcel Three Legal Descript in 1/16/91 Deed from Double D to North K St.

RECORDING REQUESTED BY Recording Request By Fidelity National Title Insurance Co

91011898

MAIL TAX STATEMENT TO

Same as below

WHEN RECORDED MAIL TO

Name
Street Address
City & State

North K Street Associates
c/o 170 N. L Street
Livermore, CA. 94550

Recorded at Request of
Fidelity National Title Co.

AT 8:30 A.M. JAN 16 1991

Official Records of
Alameda County, California
RENE C. DAVIDSON,
COUNTY RECORDER

TRANSFER TAX PAID ALAMEDA COUNTY

4/3

SM 30.-

SPACE ABOVE RECORDER'S USE ONLY

ESCROW No.
ESCROW No.

GRANT DEED (INDIVIDUAL)

The undersigned grantor(s) declare(s):
Documentary transfer tax is $ 14.85
( ) Computed on full value of property conveyed, or
(XXX) Computed on full value less value of liens and encumbrances remaining at time of sale.
( ) Unincorporated area (X) City of Livermore
Tax Parcel No. 097-0111-007-01

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

DOUBLE D INVESTMENTS, a general Partnership

hereby GRANT(S) to

NORTH K STREET ASSOCIATES, a general partnership as to 100% interest

the following described real property in the County of Alameda, State of California:

See Exhibit A attached hereto and by this reference made a part hereof for legal description

Dated January 14, 1991

Double D Investments, a general partnership
by: SMD Realty Inc., general partner
by: Dan C. Spruiell, President
by Dan C. Spruiell, general Partner

STATE OF CALIFORNIA
County of

On this day of 19 before me, the undersigned, a Notary Public in and for said County and State, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name subscribed to the within instrument and acknowledged that executed the same.

WITNESS my hand and official seal.

Notary Public in and for said County and State.

(Notary seal)

FD-13B (Rev. 9-88)

MAIL TAX STATEMENT AS DIRECTED ABOVE

Through the courtesy of –
Fidelity National Title
INSURANCE COMPANY

91011898

STATE OF CALIFORNIA)
County of Alameda) ss. (Acknowledgement)

On this 14th day of January, in the year 19 91, before me, the undersigned, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared [illegible]

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)

(☐ INDIVIDUAL) Whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.

(☐ CORPORATION) Who executed the within instrument as ____ president and ____ secretary, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its articles and by-laws and a resolution of its Board of Directors.

(☑ PARTNERSHIP) That ____ executed the within instrument on behalf of the partnership, and acknowledged to me that the partnership executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in and for said County and State, the day and year first above written.

[signature]
Notary Public in and for said County and State of California
My commission expires:

FD-1B

OFFICIAL SEAL
C. PENA
CALIFORNIA

Through the courtesy of –
Fidelity National Title
INSURANCE COMPANY

91011898

STATE OF CALIFORNIA)
County of Alameda) ss. (Acknowledgement)

On this 14th day of January, in the year 19 91, before me, the undersigned, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared [illegible]

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)

(☐ INDIVIDUAL) Whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.

(☑ CORPORATION) Who executed the within instrument as ____ president and ____ secretary, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its articles and by-laws and a resolution of its Board of Directors.

(☑ PARTNERSHIP) That ____ executed the within instrument on behalf of the partnership, and acknowledged to me that the partnership executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in and for said County and State, the day and year first above written.

[signature]
Notary Public in and for said County and State of California
My commission expires:

FD-1B

OFFICIAL SEAL
C. PENA
CALIFORNIA

EXHIBIT "A"

91011898

L-887669

Those parcels of land in the City of Livermore, County of Alameda, State of California, described as follows:

PARCEL ONE:

Portion of Block 1, Map of the McLeod Tract, filed September 8, 1875, Map Book 6, page 2, Alameda County Records, described as follows:

Beginning at a point on the Northwestern line of First Street, distant thereon Northeasterly 236 feet from the point of intersection thereof with the Northeastern line of the County Road, (also called Lizzie Street), as said Street and Road are shown on the map herein referred to; and thence Northeasterly along said line of First Street 55 feet; thence at right angles Northwesterly to the Southeastern line of the lands of the Central Pacific Railroad Company; thence Southwesterly parallel with the switch tract of said Railroad Company, 58.50 feet; thence Southeasterly on a line drawn at right angles to said line of First Street 163 feet, more or less, to the point of beginning.

PARCEL TWO:

A portion of Block 1, Map of the McLeod Tract, filed September 8, 1875, Map Book 6, page 2, Alameda County Records, described as follows:

Commencing at a point on the northwestern line of East First Street, formerly First Street, distant thereon 166 feet, 6 inches northeasterly from the point of intersection thereof with the northeastern line of County Road, (called also Lizzie Street) now South Livermore Avenue, as said streets and road are shown on the Map herein referred to; thence northeasterly along the said line of First Street 24 feet 6 inches to the southwestern boundary line of land now or formerly of South Wettereau; thence northwesterly along said boundary line, 162 feet, 10 inches to the Switch Tract of the Central Pacific Railroad; thence southwesterly along said Switch Tract 26 feet to the point of intersection with a line drawn parallel to and distant 24 feet 6 inches northeasterly, measured at right angles from the northeastern boundary line of land now or formerly of N. D. Butcher; thence southerly along said parallel line so drawn 171 feet, 5 inches to the said northwesterly line of First Street and the point of commencement.

Excepting therefrom that portion thereof lying within the lines of East First Street, as said street now exists.

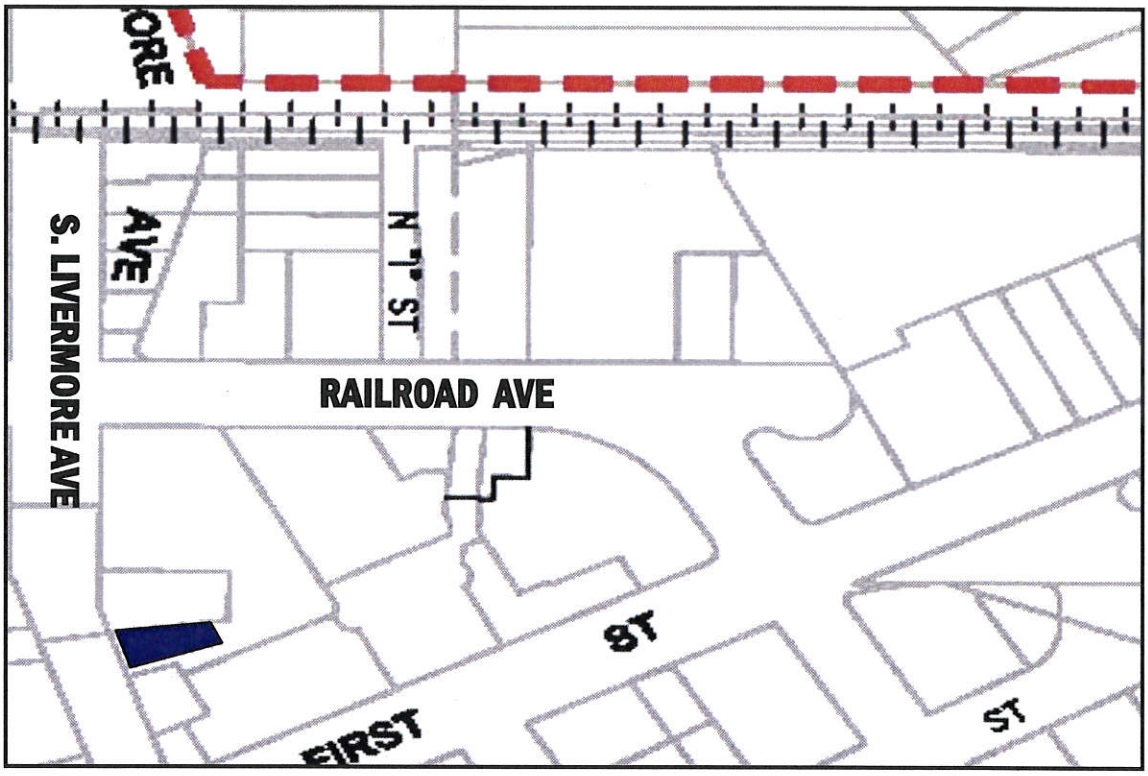
PARCEL THREE:

A part of Block 1, Map of the McLeod Tract, filed September 8, 1875, Map Book 6, page 2, Alameda County Records, described as follows:

Beginning at a point on the northwestern line of East First Street, formerly First Street, distant thereon northeasterly 191 feet from the intersection thereof with the northeastern line of County Road (called also Lizzie Street) now South Livermore Avenue, as said streets and road are shown on the Map herein referred to; thence northeasterly along said line of East First Street 45 feet; thence at right angles northwesterly to the southeastern line of lands of Central Pacific Railroad Company; thence southwesterly parallel with the switch tract of said Railroad Company 47.7 feet; thence southeasterly on a line drawn at right angles to said line of East First Street 162 feet, 10 inches to the point of beginning.

Excepting therefrom that portion thereof lying within the lines of East First Street, as said street now exists.

EXHIBIT 1.2



30 South Livermore Avenue
(future Hotel site - parcel #2)
APN: 098-0407-013-00

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550-4899

Please conform and return.

2013066832 02/15/2013 02:20 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

7 PGS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 098-0407-013-00

13-037

GRANT DEED

COPY

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922**
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

City of Livermore, a municipal corporation, with an address of 1052 S. Livermore Avenue, Livermore, California 94550

hereby GRANTS (S) to **the Livermore Successor Agency, a separate public entity succeeding to the status of the former Redevelopment Agency of the City of Livermore as authorized and required by California Health and Safety Code sections 53760.1(f), 34170, and 34173(g)**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERE OF, SUBJECT TO THE COVENANTS AND RESTRICTIONS IN EXHIBIT "B" ATTACHED HERETO.

DATED: February 14, 2013

By: Marc Roberts
Marc Roberts, City Manager

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared

ATTACHED

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

APPROVED AS TO FORM:

Jason Alcala
Assistant City Attorney

City Clerk's Office
FEB 20 2013
City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Y90

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.

On February 14, 2013 before me, SUSAN NEER, CITY CLERK,

personally appeared Marc Roberts, City Manager,
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.

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

Signature Susan Neer

EXHIBIT A

\LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

A PORTION OF BLOCK 1, MAP OF THE MACLEOD TRACT, FILED SEPTEMBER 8, 1875, MAP BOOK 6, PAGE 2, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERN CORNER OF A LOT CONVEYED TO M.D. DUTCHER, IN BOOK 269 OF DEEDS, PAGE 267; THENCE SOUTHWESTERLY ALONG THE SOUTHEAST LINE OF THE SWITCH TRACT OF THE CENTRAL PACIFIC RAILROAD (NOW THE SOUTHERN PACIFIC COMPANY) I04 FEET TO A POINT I0 FEET DISTANT FROM THE STREET CURB AS NOW LAID ON THE NORTHEAST LINE OF LIVERMORE AVENUE; THENCE SOUTHEASTERLY AND PARALLEL WITH SAID STREET CURB 50 FEET; THENCE AT RIGHT ANGLES NORTHEASTERLY I07.8 FEET TO THE NORTHEAST LINE OF SAID LOT DEEDED TO DUTCHER; THENCE ALONG THE LAST SAID LINE 32.3 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 098-0407-013-00

EXHIBIT "B"

COVENANTS AND RESTRICTIONS

The Livermore Successor Agency (the "Grantee"), a separate public entity succeeding to the status of the former Redevelopment Agency of the City of Livermore as authorized and required by California Health and Safety Code sections 53760.1(f), 34170, and 34173(g), hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the property restricted hereby ("Property") former Redevelopment Agency of the City of Livermore in furtherance of the Redevelopment Plan adopted by the former Redevelopment Agency of the City of Livermore as such plan may be modified by a long range real property management plan adopted and approved by the Oversight Board for the Livermore Successor Agency.

1. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

2. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

3. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the City of Livermore, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the City of

Livermore and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the City of Livermore is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the City of Livermore and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the City of Livermore, its successors and such aforementioned parties.

4. Only the City of Livermore, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 098-0407-013-00) conveyed by the Grant Deed, dated February 15, 2013, from the City of Livermore, a municipal corporation, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to the City of Livermore Successor Agency, a separate public entity succeeding to the status of the former Redevelopment Agency of the City of Livermore as authorized and required by California Health and Safety Code sections 53760.1(f), 34170, and 34173(g), is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: February 15, 2013

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089533 03/23/2011 04:17 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

7 PGS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 098-0407-013-00

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** – Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a public body, corporate and politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as Redevelopment Agency of the City of Livermore

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERE OF, SUBJECT TO THE COVENANTS AND RESTRICTIONS IN EXHIBIT "B" ATTACHED HERETO.

DATED: March 23, 2011

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared
_____

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

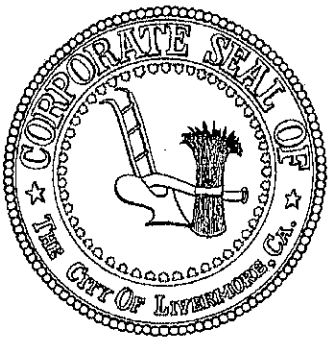
STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

EXHIBIT "A"

Real property in the City of Livermore, County of Alameda, State of California, described as follows:

A PORTION OF BLOCK 1, MAP OF THE MACLEOD TRACT, FILED SEPTEMBER 8, 1875, MAP BOOK 6, PAGE 2, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERN CORNER OF A LON CONVEYED TO M.D. DUTCHER, IN BOOK 269 OF DEEDS, PAGE 267; THENCE SOUTHWESTERLY ALONG THE SOUTHEAST LINE OF THE SWITCH TRACK OF THE CENTRAL PACIFIC RAILROAD (NOW THE SOUTHERN PACIFIC COMPANY) 104 FEET TO A POINT 10 FEET DISTANT FROM THE STREET CURB AS NOW LAID ON THE NORTHEAST LINE OF LIVERMORE AVENUE; THENCE SOUTHEASTERLY AND PARALLEL WITH SAID STREET CURB 50 FEET; THENCE AT RIGHT ANGLES NORTHEASTERLY 107.8 FEET TO THE NORTHEAST LINE OF SAID LOT DEEDED TO DUTCHER; THENCE ALONG THE LAST SAID LINE 32.3 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 098-0407-013-00

EXHIBIT "B"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

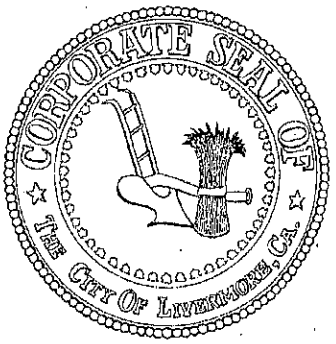
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 098-0407-013-00) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550



ASSESSOR'S MAP 98

Code Area Nos. 16-023

407

SCALE: 1" = 60'

(A) Map of the ESTATE of A.S.LADD 244/124
(B) Map of the McLEOD TRACT 6/2
(D) P.M.8548 282/24-25

REVISED: 11-01-05 LL 11-13-06 DL 07-19-11 CC

DRAWN: 12-22-04 LL

FORMERLY: BLK.287 & 97-111

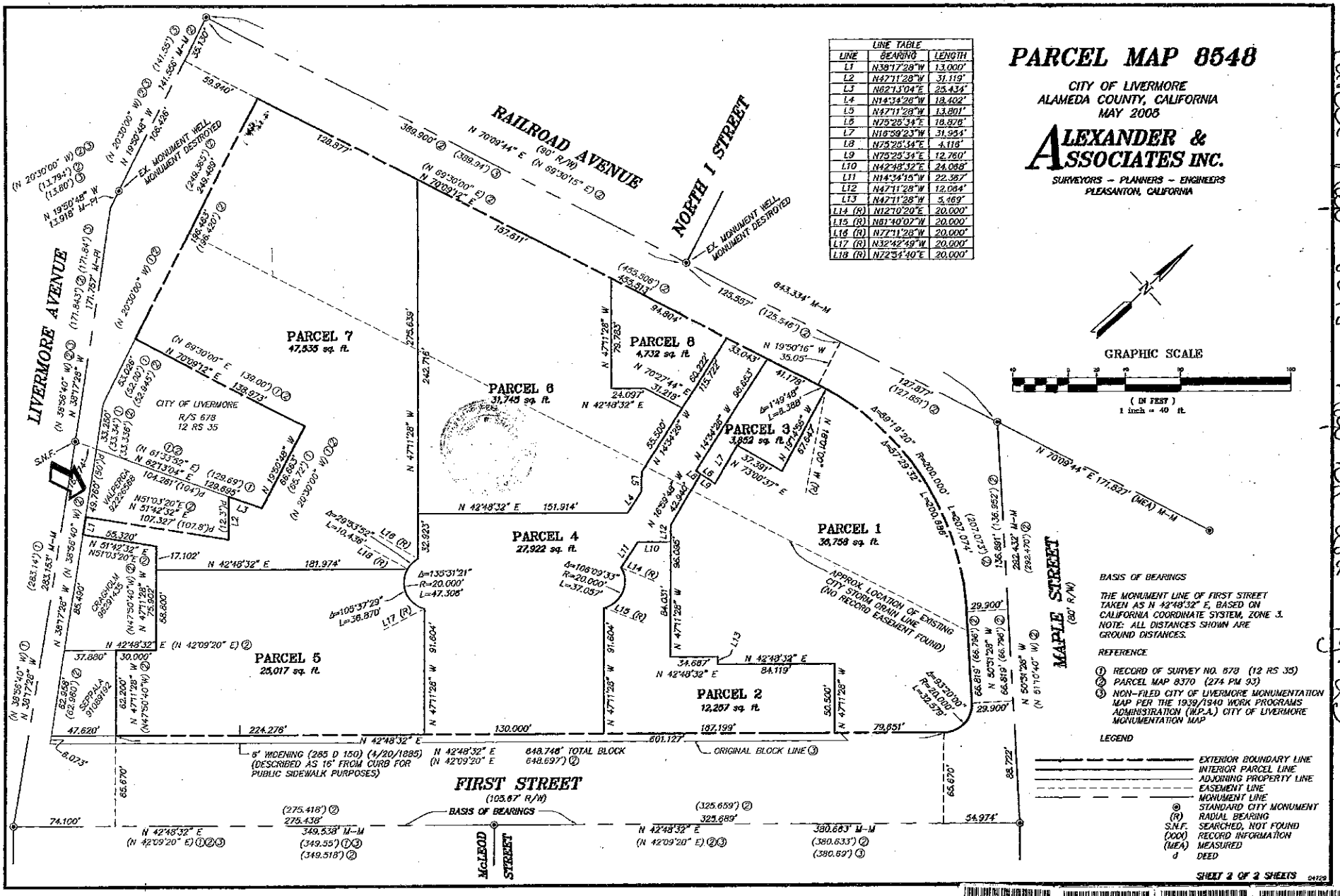
ACM: 49 SBE: 57 REF: P.M.8370 274/92-93 HPN: 30 IND PG: 4

PARCEL MAP 8548

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA
MAY 2005

ALEXANDER & ASSOCIATES INC.
SURVEYORS – PLANNERS – ENGINEERS
PLEASANTON, CALIFORNIA

LINE TABLE		
LINE	BEARING	LENGTH
L1	N38°17'28"W	13.000'
L2	N47°11'28"W	31.119'
L3	N62°13'04"E	25.434'
L4	N14°34'26"W	18.402'
L5	N47°11'28"W	13.801'
L6	N75°25'34"E	18.876'
L7	N16°59'23"W	31.954'
L8	N75°25'34"E	4.116'
L9	N75°25'34"E	12.760'
L10	N42°48'32"E	24.068'
L11	N14°34'15"W	22.367'
L12	N47°11'28"W	12.064'
L13	N42°11'28"W	5.469'
L14 (R)	N12°10'29"E	20.000'
L15 (R)	N61°40'07"W	20.000'
L16 (R)	N77°11'28"W	20.000'
L17 (R)	N32°42'49"W	20.000'
L18 (R)	N72°54'40"E	20.000'



BASIS OF BEARINGS

THE MONUMENT LINE OF FIRST STREET TAKEN AS N 42°48'32" E, BASED ON CALIFORNIA COORDINATE SYSTEM, ZONE 3. NOTE: ALL DISTANCES SHOWN ARE GROUND DISTANCES.

REFERENCE

① RECORD OF SURVEY NO. 678 (12 RS 35)
② PARCEL MAP 8370 (274 PM 93)
③ NON-FILED CITY OF LIVERMORE MONUMENTATION MAP PER THE 1939/1940 WORK PROGRAMS ADMINISTRATION (WP-A.) CITY OF LIVERMORE MONUMENTATION MAP

LEGEND

- EXTERIOR BOUNDARY LINE
- INTERIOR PARCEL LINE
- ADJOINING PROPERTY LINE
- EASEMENT LINE
- MONUMENT LINE
- ⊙ STANDARD CITY MONUMENT
- (R) RADIAL BEARING
- S.N.F. SEARCHED, NOT FOUND
- (XXX) RECORD INFORMATION
- (MEA) MEASURED
- d DEED

SHEET 2 OF 2 SHEETS 04729

130706 130707 130708 130709

Parcel Map 8548 Map BK 282 Pg. 25

PARCEL MAP 8548

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA
MAY 2005

ALEXANDER & ASSOCIATES INC.
SURVEYORS – PLANNERS – ENGINEERS
PLEASANTON, CALIFORNIA

Parcel Map 8548 Map BK 282 PP. 24-25

OWNER'S STATEMENT

THE UNDERSIGNED, HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED "PARCEL MAP 8548, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF TWO SHEETS, THIS STATEMENT BEING ON SHEET ONE THEREOF, THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DO CONSENT TO THE MAKING AND RECORDATION OF SAID MAP, THAT SAID MAP DOES PARTICULARLY SET FORTH AND DESCRIBES ALL PARCELS INTENDED FOR SALE BY NUMBERS WITH THEIR PRECISE LENGTH AND WIDTH INDICATED, THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL THE PARCELS SO RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARY COURSES AND EXTENT.

THIS MAP SHOWS OR NOTES ALL EASEMENTS, EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

AS OWNERS:

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, A PUBLIC BODY CORPORATE AND POLITIC

BY: Linda M. Barton
LINDA M. BARTON

ITS: EXECUTIVE DIRECTOR

DAVE CORKILL — KAREN CORKILL

OWNER'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF Alameda S.S.

ON May 18, 2005, BEFORE ME, Roberta A. Mathews
A NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED LINDA M. BARTON
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
SIGNATURE Roberta A. Mathews
PRINTED NAME OF NOTARY Roberta A. Mathews
PRINCIPAL PLACE OF BUSINESS Alameda County
COMMISSION EXPIRES October 25, 2008
COMMISSION NO. OF NOTARY 1522164

OWNER'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF Sonoma S.S.

ON May 27, 2005, 2005, BEFORE ME, Michelle Palisano
A NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED DAVE CORKILL AND KAREN CORKILL
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
SIGNATURE Michelle Palisano
PRINTED NAME OF NOTARY Michelle Palisano
PRINCIPAL PLACE OF BUSINESS Sonoma County
COMMISSION EXPIRES August 13, 2008
COMMISSION NO. OF NOTARY 1507346

TRUSTEE'S STATEMENT

THE UNDERSIGNED, FIRST AMERICAN TITLE COMPANY, TRUSTEE UNDER THE DEED OF TRUST RECORDED: MARCH 22, 2004, SERIES NO. 2004125875, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, CONSENTS TO THE PREPARATION AND FILING OF THE MAP AND JOINS IN ALL OFFERS OF DEDICATION THEREON.

FIRST AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION

BY: Diane E. Burton
Diane E. Burton

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE IN NOVEMBER OF 2004.
I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND IS TRUE AND CORRECT AS SHOWN.
I FURTHER STATE THAT "PARCEL MAP 8548, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA" IS A SUBDIVISION INTO LOTS OR PARCELS OF LAND CONTAINING 4.358 ACRES, MORE OR LESS.

Darryl Alexander 5-13-05
DARRYL ALEXANDER, L.S. 5071 — DATE
LICENSE EXPIRES JUNE 30, 2007

PROFESSIONAL LAND SURVEYOR — DARRYL A. ALEXANDER — No. L 5071 — EXPIRES 6/30/07 — STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, CHERI RENE SHEETS, CITY ENGINEER OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 8548, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, IF ANY, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. THIS MAP WAS PROCESSED UNDER THE PARCEL MAP WAIVER PROCEDURE.

Cheri R. Sheets 5/18/05
CHERI RENE SHEETS, R.C.E. 38751 — DATE
EXPIRES ON MARCH 31, 2007
CITY ENGINEER, CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

* with this map was

No. 38751 — 3/07

I, LAWRENCE K. SAMPSON, A LICENSED LAND SURVEYOR FOR THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED PARCEL MAP 8548, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Lawrence K. Sampson 5/18/05
LAWRENCE K. SAMPSON, L.S. 4238 — DATE
LICENSE EXPIRES JUNE 30, 2005

LICENSED LAND SURVEYOR — LAWRENCE K. SAMPSON — Exp 6/30/05 — 4238 — STATE OF CALIFORNIA

TRUSTEE'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF Alameda S.S.

ON May 31, 2005, BEFORE ME, Dawn M. Remlinger
A NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED Diane E. Burton
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
SIGNATURE Dawn M. Remlinger
PRINTED NAME OF NOTARY Dawn M. Remlinger
PRINCIPAL PLACE OF BUSINESS ALAMEDA COUNTY
COMMISSION EXPIRES FEBRUARY 23, 2008
COMMISSION NO. OF NOTARY 1469778

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

PARCEL MAP 8548 CONFORMS WITH THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND WAS PROCESSED IN ACCORDANCE WITH THE SUBDIVISION MAP ACT SECTION 66458(b).

Marc Roberts 5/18/05
MARC ROBERTS — DATE
DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

CITY CLERK'S STATEMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

ON THIS 18 DAY OF May 2005, BEFORE ME, ALICE CALVERT, CITY CLERK, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, PERSONALLY APPEARED MARC ROBERTS, PERSONALLY KNOWN TO ME TO BE THE DIRECTOR OF COMMUNITY DEVELOPMENT OF THE CITY OF LIVERMORE, AND IS THE PERSON AUTHORIZED BY THE CITY OF LIVERMORE MUNICIPAL CODE TO APPROVE THIS PARCEL MAP WAIVER.

IN WITNESS, WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 18 DAY OF May 2005.

Alice Calvert
ALICE CALVERT
CITY CLERK AND CLERK OF THE CITY COUNCIL
CITY OF LIVERMORE, ALAMEDA COUNTY,
STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

I, CRYSTAL K. HISHIDA, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY STATE, AS CHECKED BELOW THAT:

[ ] AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF THE SAID COUNTY AND STATE IN THE AMOUNT OF $0 CONDITIONED FOR THE PAYMENT OF ALL THE TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE, AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

[X] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID, AS CERTIFIED BY THE TREASURER–TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 6th DAY OF June A. D. 2005.

CRYSTAL K. HISHIDA
CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: [signature]
DEPUTY COUNTY CLERK

EXEMPT

COUNTY RECORDER'S STATEMENT

FILED THIS 14th DAY OF June, 2005, AT 2:30 IN BOOK 282 OF MAPS AT PAGES 24-25 INCLUSIVE, RECORDER'S SERIES NO. 2005241455 AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY
FEE $ 18.- PAID

PATRICK O'CONNELL
COUNTY RECORDER IN AND FOR THE COUNTY OF ALAMEDA
STATE OF CALIFORNIA

BY: Cindy Wu
DEPUTY COUNTY RECORDER
CINDY WU

COUNTY RECORDER'S OFFICE — ALAMEDA COUNTY, CALIF.

SHEET 1 OF 2 SHEETS

04122

130705

RECORDING REQUESTED BY
Old Republic Title Company
ORDER # 1117002508-JM
APN 097-0111-012

WHEN RECORDED MAIL TO

Name: Redevelopment Agency of the City of Livermore Attn: City Clerk
Street Address: 1052 S. Livermore Avenue
City State Zip: Livermore, CA 94550

200528 4597 07/08/2005 10:20 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00
2005284597
3 PGS

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

No fee for recording pursuant to Government Code Section 27383

Grant Deed

City Clerk's Office
JUL 26 2005
City of Livermore

The undersigned grantor(s) declare(s):
Documentary transfer tax is $0.00 - Exempt
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of Livermore
( ) Realty not sold.
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Dorothy Lee Valperga, individually and as Trustee for the 1991 Valperga Family Trust under Instrument dated April 1, 1992

hereby GRANT(S) to
Redevelopment Agency of the City of Livermore

that property in City of Livermore, Alameda County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Mail Tax Statements to Grantee at address above

Date June 29, 2005

1991 Valperga Family Trust under Instrument dated April 1, 1992

By: Dorothy Lee Valperga Trustee
Dorothy Lee Valperga, Individually and as, Trustee of the 1991 Valperga Family Trust under Instrument dated April 1, 1992

STATE OF CALIFORNIA
COUNTY OF Alameda
On July 1, 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared Dorothy Lee Valperga

~~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
Name Dawn Riveira
(typed or printed)

DAWN RIVEIRA
Commission # 1344060
Notary Public - California
Alameda County
My Comm. Expires Feb 22, 2006

DAWN RIVEIRA
Commission # 1344060
Notary Public-California
Alameda County
My Comm. Expires Feb. 22, 2006
(925) 687-7880

FTGIS-140 8/94

(This area

MAIL TAX STATEMENT AS DIRECTED ABOVE

EXHIBIT A

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

Beginning at the most Northerly corner of a Lot of land heretofore conveyed by A. J. Bryant to N. D. Dutcher, by Deed dated April 30th, 1884 and recorded in Liber 269 of Deeds, at Page 267 in the office of the County Recorder of Alameda County aforesaid; thence Southwesterly along the Southeasterly line of the switch track of the Central Pacific Railroad (now the Southern Pacific Co.) one hundred and four feet to a point ten feet distant from the street curb as now laid on the North Easterly line of Livermore Avenue; thence Southeasterly and parallel with said street curb fifty feet; thence at right angles Northeasterly one hundred and seven and one-half feet to the Northeasterly line of said Lot so deeded by said Bryant to said Dutcher as aforesaid; and thence along said last line thirty-two and three-twelfths feet, to the point of beginning.

Being a portion of Block numbered 1 as said Block is laid down and so designated on a certain Map entitled, "Map of the McLeod Tract, Livermore, subdivided August 1875, W. F. Boardman Surveyor" and filed in the office of the County Recorder of said Alameda County on September 8th, 1875 in Map Book 6, Page 10.

APN: 097-0111-012

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated July 1, 2005, from Dorothy Lee Valperga, Individually, and as Trustee of the 1991 Valperga Family Trust under instrument dated April 1, 1992 (APN 097-0111-012-00), to the Redevelopment Agency of the City of Livermore, is hereby accepted by the undersigned Secretary on behalf of the Redevelopment Agency of the City of Livermore pursuant to authority conferred by Resolution No. RA-3-89 of the Redevelopment Agency of the City of Livermore adopted on January 23, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: July 6, 2005

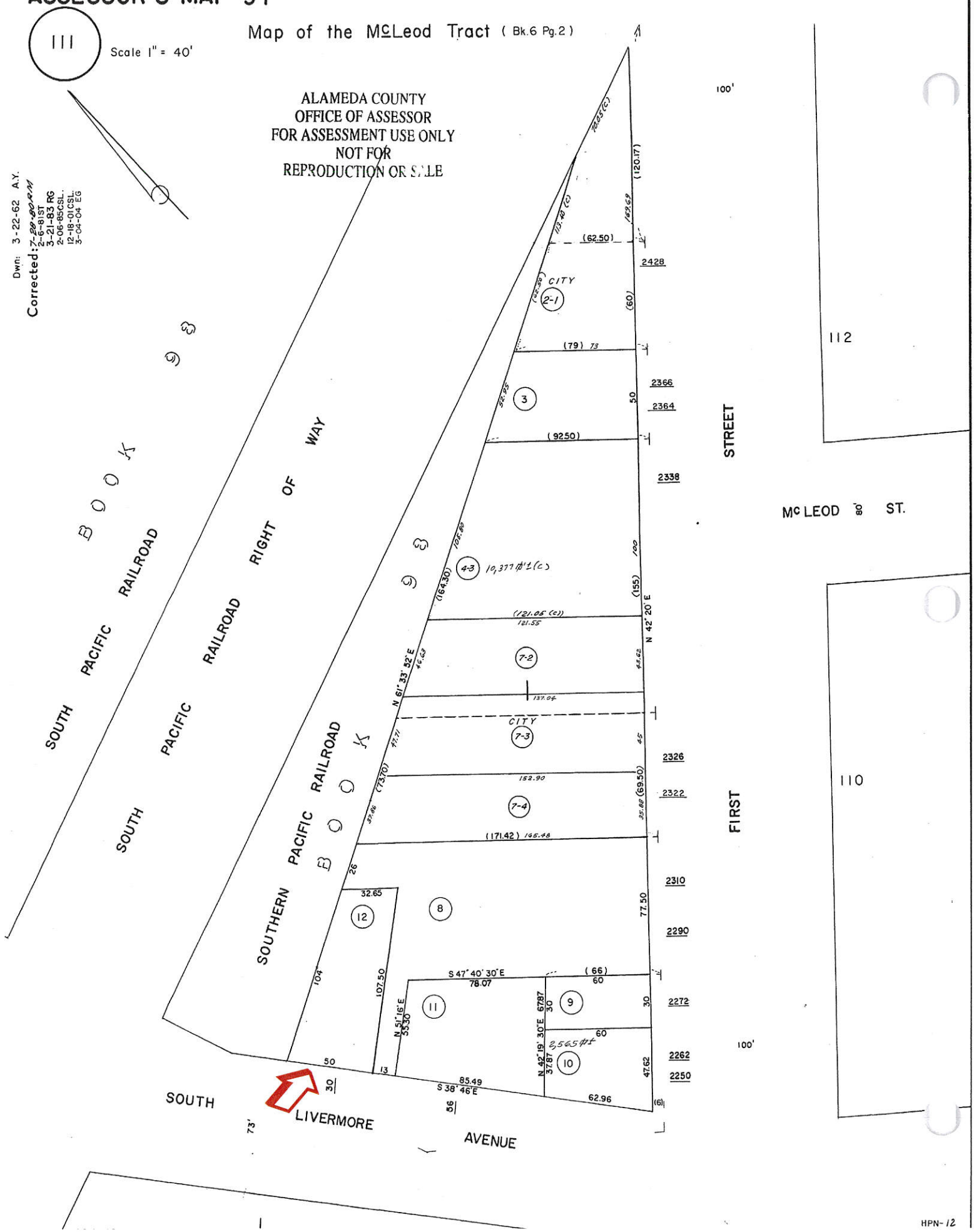
Alice Calvert

Alice Calvert, Secretary
Redevelopment Agency of the City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

ASSESSOR'S MAP 97

Code Area Nos. 16-023

Map of the McLeod Tract (Bk.6 Pg.2)



HPN-12

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING A PURCHASE AND SALE AGREEMENT WITH DOROTHY VALPERGA AND THE VALPERGA FAMILY TRUST, FOR THE REAL PROPERTY AT 30 S. LIVERMORE AVENUE (APN 097-0111-012) AND APPROPRIATION OF $485,000 PLUS CUSTOMARY ESCROW COSTS FROM AGENCY FUND 586 DESIGNATED FOR LAND ACQUISITION

It is desirable and necessary for the Redevelopment Agency of the City of Livermore (Agency) to purchase the real property located at 30 S. Livermore Avenue (APN 097-0111-012) from Dorothy Valperga and the Valperga Family Trust and appropriate $485,000 plus customary escrow costs from Agency Fund 586 designated for land acquisition.

The Agency wishes to acquire property for Livermore Valley Center project (LVC); and

Dorothy Valperga, individually and on behalf of the Valperga Family Trust, approached the Agency with an offer to sell one of the parcels involved in the LVC project; and

The Agency Board of Directors has directed staff to negotiate a purchase and sale agreement with the property owner

IT IS RESOLVED by the Redevelopment Agency of the City of Livermore that:

1. The Executive Director is authorized to execute on behalf of the Redevelopment Agency a Purchase and Sale Agreement, Grant Deed, and related documents between the Redevelopment Agency and Dorothy Valperga and the Valperga Family Trust, for the real property at 30 S. Livermore Avenue; a copy of which is on file in the office of the City Clerk; and

2. An appropriation of $485,000 plus customary escrow costs from Agency Fund 586 for purchase of the property at 30 S. Livermore Avenue is approved.

On motion of Agency Member Beeman, seconded by Agency Member Leider, the foregoing resolution was passed and adopted this 27th day of June, 2005, by the following vote:

AYES: AGENCY MEMBERS: Beeman, Dietrich, Leider, Reitter, Chairperson Kamena
NOES: AGENCY MEMBERS: None
ABSENT: AGENCY MEMBERS: None

ATTEST:

Alice Calvert
SECRETARY

APPROVED AS TO FORM:

Judith A. Propp
ASSISTANT GENERAL COUNSEL

RESOLUTION NO. RA-2005-15

05-215

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, dated June 27, 2005, (the "Execution Date") is by and between DOROTHY L. VALPERGA, TRUSTEE OF THE 1992 VALPERGA FAMILY TRUST ("Seller") and the REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, a body corporate and politic of the State of California, ("Buyer").

RECITALS

A. WHEREAS, Seller owns certain land and improvements located at 30 S. Livermore Avenue, Livermore, California (Assessor's Parcel Number 097-0111-012)("the Subject Property") the total site area of which is approximately 4,296 square feet, the legal description of which is attached hereto as Exhibit "A"; and

B. WHEREAS, Buyer desires to purchase the Subject Property, including the land and improvements and Seller desires to sell the Subject Property to Buyer according to the terms of this Purchase and Sale Agreement ("Agreement"); and

C. WHEREAS, Seller and Buyer have agreed to execute this Agreement in lieu of condemnation, and this purchase and sale is directly and expressly under threat of eminent domain. In the event that Seller and Buyer were not able to reach an agreement for the purchase and sale of the Subject Property, Buyer would have initiated eminent domain proceedings to acquire title to the Subject Property.

TERMS

WHEREFORE, IT IS MUTUALLY AGREED BETWEEN SELLER AND BUYERS AS FOLLOWS:

1. PURCHASE PRICE. The total purchase price shall be the sum of $485,000 (Four-Hundred-Eighty-Five Thousand Dollars), which such sum is due and payable at Escrow Closing.

2. APPROVAL PERIOD. Buyer's Approval Period shall be 30 days from the date this Agreement is fully executed by Buyer and Seller. In the event Buyer terminates this Agreement during the Approval Period, Buyer shall be refunded from Escrow all monies deposited and interest earned thereon. Upon expiration of the Approval Period, all monies in Escrow shall be applied to the Purchase Price and non-refundable to Buyer.

3. CONVEYANCE OF TITLE. Seller agrees to convey by Grant Deed to Buyer fee simple title to the Subject Property. Buyer shall purchase the Subject Property subject to the following:

A. Taxes for the fiscal year in which this escrow closes shall be handled in accordance with the provisions of Section 4986 of the Revenue and Taxation Code of the State of California..

B. Quasi-public utility, public alley, public street easements, and rights of way of record, discrepancies, conflicts in boundary lines, shortages in area, encroachments and any state of facts which an accurate survey may show.

C, The effect of any federal, state or municipal laws, rules, regulations or ordinances having applicability to the Property, or any portion thereof, or the use or enjoyment of the same, whether now or hereafter in effect, including zoning, building, health, safety and environmental laws, rules and regulations and notices of record relating thereto.

D. All Permitted Exceptions as that term is defined below

E. Such other liens, encumbrances, reservations and restrictions as may be approved in writing by the General Counsel of the Buyer.

4. TITLE INSURANCE: Buyer, at its sole cost and expense, shall obtain Preliminary Title Report, together with a copy of all underlying documents referred to therein, and provide a copy to Seller. All recorded encumbrances, including, without limitation, covenants, restrictions and easements, and other exceptions and exclusions shown in the Title Commitment and all matters caused by, through or under Buyer shall constitute and shall be "Permitted Exceptions". Buyer shall approve or disapprove the Preliminary Title Report within five (5) days after receipt thereof and agrees to object in writing to any exceptions shown on the report. Buyer shall thereafter, at its sole cost and expense, obtain and update the Title Report, and shall have 30 days after receipt of the updated Title Report to object in writing to any new exceptions shown on the report. If the updated Title Report includes any new exceptions and Buyer fails to timely object, Buyer shall be deemed to have approved the Title Report. If the updated Title Report includes any new exceptions and Buyer objects thereto, Seller, in its sole discretion and at its option, may attempt to remove the exceptions or resolve issues regarding such exceptions with Buyer within fifteen (15) days after receipt of Buyer's written objections to the Title Report. Seller shall not be deemed to have any obligation to cure any exceptions shown on the Preliminary Title Report or the Title Report unless Seller expressly undertakes such an obligation by a written notice to Buyer. If the parties are unable to resolve such issues, Buyer, as its sole and exclusive remedies, may terminate this Agreement or waive such exceptions and accept such title as Seller can convey, without modification of the Purchase Price and proceed with this transaction at which point all Buyer's objections shall be deemed Permitted Exceptions. Notwithstanding the foregoing, Seller shall, at or prior to the Closing of Escrow, discharge, or at Seller's option post an appropriate performance bond for the satisfaction of, the following monetary liens if they are recorded after the Execution Date and prior to the Close of Escrow, (i) mechanics liens or other monetary liens not caused by, through or under

Buyer; and (ii) mortgages not caused by, through or under Buyer. At Close of Escrow, the Title Company shall issue its CLTA Owner's Coverage Form Policy of Title Insurance, with liability in the amount of the Purchase Price, showing title to the Property vested in Buyer, subject to all Permitted Exceptions. Assessments, if any, shall be assumed by Buyer from the time of conveyance.

5. ESCROW. Within 15 days of execution of this Agreement, an escrow account shall be opened with Old Republic Title ("Escrow Holder"). This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under the Agreement. The parties hereto agree to do all acts necessary to close this Escrow in the shortest possible time.

Within 30 days of execution of this Agreement, Buyer shall deposit the purchase price in full with the Escrow Holder in cash, by certified check or bank cashier's check or by wire transfer.

Following deposit of the Purchase Price by the Buyer, Seller shall execute and deliver a Grant Deed ("Deed") to the Escrow Holder. As soon as possible after opening of Escrow, Buyer will deposit the Certificate of Acceptance, a copy of which is attached hereto, with Escrow Agent. Buyer agrees to deposit the purchase price upon demand of Escrow Agent. Buyer and Seller agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.

Insurance policies for fire or casualty held by Seller are not to be transferred, and Seller shall cancel such policies effective as of Close of Escrow.

All funds received in this Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any state or national bank doing business in the State of California. All disbursements shall be made by check from such account.

Close of Escrow shall occur on or before the earlier of fifteen days after the expiration of the Approval Period or August 31, 2005 (also referred to herein as the "Closing"). Failure to close escrow by the earlier of these dates allows either party to terminate this Agreement with no further obligations.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;

B In the event this Escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed

to withhold from Seller's proceeds an amount equal to the estimated prorated amount due based upon the previous fiscal year's second half tax bill. If the Title Company determines that more is owed, the Title Company shall bill the Seller directly. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

C. From the date that tax information is available, as per Paragraph "B", up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of Close of Escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At Close of Escrow, a check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with the closing statement;

D. Any taxes that have been paid by Seller, prior to opening of this Escrow, shall be prorated between Buyer and Seller.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

E. Pay and charge Buyer for any title reports, escrow fees, charges, and costs payable under Paragraph 5 of this Agreement;

F. Pay and charge Seller for all fees associated with any claim for any commission, finder's fee, or other compensation in connection with the sale of the Subject Property in accordance with Paragraph 24 of this Agreement;

G. Disburse funds and deliver the Deed to the Subject Property when conditions of this Escrow have been fulfilled by Buyer and Seller.

The term "Close of Escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this Escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties acknowledge that Buyer's governing

board is scheduled to consider the approval of this Agreement on June 27, 2005. Pursuant to Paragraph 1 herein, if the governing board approves the Agreement, the parties desire Escrow to close on or before July 29, 2005.

6. ESCROW FEES, CHARGES AND COSTS. The Escrow Agent is authorized to and shall pay and charge Buyer for all costs that arise in connection with this Escrow including, but not limited to, any and all escrow fees, title insurance fees and recording fees.

7. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument. This Agreement may also be executed by delivery of fax to the parties as set forth above of an executed counterpart original of this Agreement. The parties shall thereafter exchange the original documents bearing original signatures, but the failure to do so shall not affect the enforceability of this Agreement.

8. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer (Redevelopment Agency of the City of Livermore, ATTN EDD, Neal Snedecor, 1052 South Livermore Avenue, Livermore, California 94550-4899), the purpose being to ascertain if any reimbursements are due Seller.

9. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the Subject Property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Deed shall be at the risk of Seller. In the event that loss or damage to the Subject Property or any improvements thereon, by fire or other casualty, occurs prior to the Close of Escrow, Buyer may elect to terminate this Agreement by giving written notice of its election to Seller within fourteen (14) days after receiving notice of such destruction or if Buyer does not give such written notice within such fourteen (14) day period, this transaction shall be consummated on the date and at the Purchase Price provided for in this Agreement and Seller will assign to Buyer the physical damage proceeds of any insurance policy(ies) payable to Seller, up to the lesser of (a) the cost to reconstruct the damaged area(s) and (b) the amount of the Purchase Price..

10. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation. Subject to Closing of this transaction in accordance with the terms and conditions of this Agreement, Seller hereby waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses arising out of any potential known or unknown issues relating to condemnation or inverse condemnation.

11. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

B. Until the closing, Seller shall maintain the property in its current condition and state of repair and maintenance, reasonable wear and tear and events of casualty excepted, and shall perform all of its obligations under any service contracts or other contracts affecting the Property.

C. Until the closing, Seller shall not do anything that would impair Seller's title to any of the Property.

D.. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's Property may be bound.

E. Until the Closing, Seller shall, upon learning of any fact or condition which would cause any of Seller's warranties and representations contained in this Section not to be true as of Closing, immediately give written notice of such fact or condition to Buyer.

12. "AS-IS" PURCHASE. Buyer has previously conducted a Phase I Environmental Assessment ("Phase I").

With the exception of Seller's warranties set forth above in Section 11, Seller is not making and hereby specifically disclaims and Buyer hereby waives any warranty, guaranty or representation, oral or written, as to or concerning the condition of the Property. Buyer acknowledges, represents and warrants that Buyer has conducted whatever investigation Buyer deems to be prudent to determine the condition of the Property, including but not limited to its environmental condition. THE SALE OF THE PROPERTY (INCLUDING ITS ENVIRONMENTAL CONDITION) UNDER THIS AGREEMENT IS MADE ON AN "AS IS", "WHERE IS," "WITH ALL FAULTS" BASIS. Buyer's agreement to purchase the Property without representations and warranties except those in Section 11 was a material factor in determining the Purchase Price of the Property.

13. PARTIES OF INTEREST. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

14. ENTIRE AGREEMENT. This Agreement constitutes and contains the entire agreement of the parties with respect to the subject matter hereof and thereof, and supersedes any and all other prior negotiations, correspondence, understandings and agreements respecting the subject matter hereof and thereof. There are no representations, promises, agreements or other understandings between the parties relating to the subject matter of this Agreement that are not expressed herein. This Agreement may not be changed orally, but only by an Agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

15. NOTICES. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communication required or permitted by the terms hereof to be given to any person or entity shall be in writing, and any such notice shall become effective two (2) business days after being deposited in the mails, certified or registered, with appropriate postage prepaid for first-class mail or, if delivered by hand or in the form of a facsimile transmission, when received, and shall be directed to the address of such person or entity set forth below, or at such other address as either party shall hereafter designate in writing and deliver to the other in accordance with the provision of this paragraph.

If to SELLER	SELLER Dorothy L. Valperga C/O Ray Herman 1686 Second Street Livermore, CA 94550 Fax: 925-455-2403
If to BUYER	BUYER Redevelopment Agency of the City of Livermore Attn EDD, Neal Snedecor 1052 South Livermore Avenue Livermore, CA 94550-4899 Fax: 925-960-4149

16. SURVIVAL; TERMINATION. The representations, warranties and agreements of the parties contained or provided for in this Agreement shall survive the Closing and the recordation and delivery of the Grant Deed conveying the Property to Buyer and shall be and continue in effect notwithstanding the fact that any party may waive compliance with any other term, provision or condition of this Agreement.

17. AUTHORITY AND EXECUTION. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so, has full right and authority to enter into this Agreement and all of its obligations hereunder.

18. SEVERABILITY. The invalidity or unenforceability of any term or provision of this Agreement or the nonapplication of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect and shall be construed as if such invalid, unenforceable, or nonapplicable provision were omitted.

19. WAIVER OR MODIFICATION. No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence or any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. The provisions of this section may not be waived except as herein set forth.

20. HEADINGS. The headings of the various Paragraphs of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof or thereof.

21. GOVERNING LAW. This Agreement has been delivered in, and shall in all respects be governed by and construed in accordance with the laws of the State of California, including all matters of construction, validity and performance and enforcement.

22. ATTORNEYS' FEES. In the event of any action or proceeding brought by either party to enforce the terms of or arising out of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonable attorneys' fees.

23. COOPERATION. Each party hereto will, upon reasonable request of the other party, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents as may be reasonably necessary in order to fulfill the intents and purposes of this Agreement.

24. BROKERAGE COMMISSIONS. The Seller agrees to be responsible for all fees associated with any claim for any commission, finder's fee or other compensation in connection with the sale of the Property pursuant to this Agreement, and the Seller shall indemnify, defend and hold the Buyer harmless from and against any claim, liability or expense for any brokerage commissions, finders'

fees or other compensation claimed to be due and owning by reason of its activities in entering into or consummating the transaction contemplated by this Agreement.

25. Buyer herby represents that it has the power of eminent domain under California law and could acquire the Subject Property by such power.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the day and year set forth hereinabove.

"BUYER"	"SELLER"
REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE	Dorothy L. Valperga
By: Linda M. Barton Linda M. Barton, Executive Director	By: Dorothy L. Valperga Trustee, 1992 Valperga Family Trust

ATTEST:

By: Alice Calvert

APPROVED AS TO FORM:

By: Judith J. Prego
~~Senior~~ Assistant General Counsel

ACKNOWLEDGEMENTS

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

DRAFT

On_____ before me, ALICE CALVERT, CITY CLERK

personally appeared_____,
CITY OF LIVERMORE, 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.

DRAFT

Signature_____

(This area for official City seal)

EXHIBIT "A"

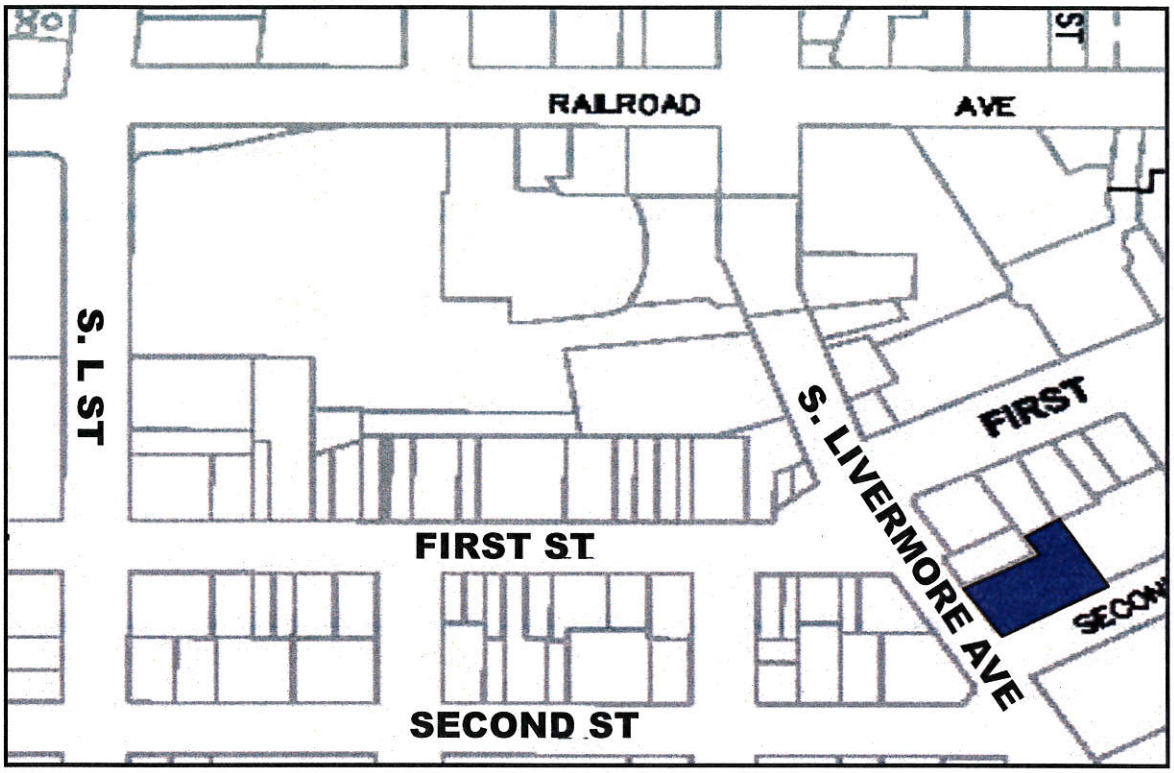
LEGAL DESCRIPTION OF THE PROPERTY

Beginning at the most Northerly corner of a Lot of land heretofore conveyed by A. J. Bryant to N. D. Dutcher, by Deed dated April 30th, 1884 and recorded in Liber 269 of Deeds, at Page 267 in the office of the County Recorder of Alameda County aforesaid; thence Southwesterly along the Southeasterly line of the switch track of the Central Pacific Railroad (now the Southern Pacific Co.) one hundred and four feet to a point ten feet distant from the street curb as now laid on the North Easterly line of Livermore Avenue; thence Southeasterly and parallel with said street curb fifty feet; thence at right angles Northeasterly one hundred and seven and one-half feet to the Northeasterly line of said Lot so deeded by said Bryant to said Dutcher as aforesaid; and thence along said last line thirty-two and three-twelfths feet, to the point of beginning.

Being a portion of Block numbered 1 as said Block is laid down and so designated on a certain Map entitled, "Map of the McLeod Tract, Livermore, subdivided August 1875, W. F. Boardman Surveyor" and filed in the office of the County Recorder of said Alameda County on September 8th, 1875 in Map Book 6, Page 10.

APN: 097-0111-012

EXHIBIT 2.1



2324 Second Street
(former SBC building site)
APN: 097-0110-013-00

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089522 03/23/2011 04:14 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

6 PGS

cc: HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 097-0110-013-00

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a Public Body Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as Redevelopment Agency of the City of Livermore

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

Parcel 1, Parcel Map 6902, filed April 29, 1997, in Book 229, Page 72 of Maps, Alameda County Records,

subject to the covenants and restrictions in Exhibit "A" attached hereto.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared

_____

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

_____

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

EXHIBIT "A"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

Exhibit A

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 097-0110-013-00) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

2004555996 12/16/2004 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 16.00

4 PGS

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
Redevelopment Agency of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

Space Above This Line for Recorder's Use Only

04-1900

A.P.N.: 097-0110-013

File No.: 0131-612969ala (DB)

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX **$Exempt - City government agency is grantee;** CITY TRANSFER TAX **$0.00;**
SURVEY MONUMENT FEE $

[ ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; [x] City of **Livermore**, and

CORPORATION GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **SBC Long Distance, Inc., a Delaware corporation, formerly known as Southwestern Bell Communications Services, Inc., a Delaware corporation**

organized under the laws of the State of **Delaware**

hereby GRANTS to **Redevelopment Agency of the City of Livermore**

the following described property in the City of **Livermore**, County of **Alameda**, State of **California:**

Parcel 1, Parcel Map 6902, filed April 29, 1997, in Book 229, Page 72 of Maps, Alameda County Records.

Dated: **12/07/2004**

SBC Long distance, Inc., a Delaware corporation

By: Robert A. Damaschino **Its** Director, Corporate Real Estate Transactions

Printed Robert A. Damaschino
Director, Corporate Real Estate Transactions

Mail Tax Statements To: **SAME AS ABOVE**

STATE OF California)SS
COUNTY OF Contra Costa)

On December 7, 2004, before me, Paul W. Coviello, Jr. Notary Public personally appeared Robert A. Damaschino, 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.

This area for official notarial seal

Signature

My Commission Expires: July 14, 2006

Notary Name: Paul W. Coviello, Jr. Notary Phone: 925-901-9066
Notary Registration Number: 1364889 County of Principal Place of Business: Contra Costa

PAUL W. COVIELLO JR
Commission # 1364889
Notary Public - California
Contra Costa County
My Comm. Expires Jul 14, 2006

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated December 7, 2004, from SBC Long Distance, Inc., a Delaware corporation, formerly known as Southwestern Bell Communications Services, Inc., a Delaware corporation (APN 097-0110-013-00), to the Redevelopment Agency of the City of Livermore, is hereby accepted by the undersigned Secretary on behalf of the Redevelopment Agency of the City of Livermore pursuant to authority conferred by Resolution No. RA-3-89 of the Redevelopment Agency of the City of Livermore adopted on January 23, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: December 14, 2004

Alice Calvert, Secretary
Redevelopment Agency of the City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.

On December 14, 2004 before me, SUSAN GIBBS, DEPUTY CITY CLERK

personally appeared Alice Calvert, Secretary, of the City of Livermore Redevelopment Agency, CITY OF LIVERMORE, 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 Susan Gibbs

(This area for official City seal)

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A PURCHASE AND SALE AGREEMENT AND GRANT DEED, AND APPROPRIATION OF FUNDS (SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC.—2324 SECOND STREET, APPROPRIATION OF $780,000 FROM PROJECT NO. 200263)

BE IT RESOLVED by the Redevelopment Agency of the City of Livermore that:

1. The Executive Director is authorized to execute on behalf of the Redevelopment Agency a Purchase and Sale Agreement and Grant Deed between the Redevelopment Agency and Southwestern Bell Communications Services, Inc, for property at 2324 Second Street, for a 1500-seat Performing Arts Theater site. A copy of which is on file in the office of the City Clerk.

2. An appropriation of $780,000 from Project 200263 for purchase of the property at 2324 Second Street is approved.

APPROVED AS TO FORM:

GENERAL COUNSEL

On the motion of Chairperson Kamena, seconded by Agencymember Leider, the foregoing Resolution was passed and adopted this 25th day of October, 2004, by the following vote:

AYES: Agencymembers Beeman, Leider, Reitter, and Chairperson Kamena

NOES: None

ABSENT: Agencymember Dietrich

ABSTAIN: None

CHAIRPERSON, REDEVELOPMENT AGENCY
OF THE CITY OF LIVERMORE, CALIFORNIA

ATTEST:

SECRETARY

RESOLUTION NO. RA-2004-23

11-390

NEGOTIATING RIGHTS AGREEMENT
(2324 Second Street, Livermore)

This Negotiating Rights Agreement ("Agreement") is entered into as of this 14th day of November, 2011 by and between the City of Livermore, a municipal corporation ("City"), and Michael Messinger ("Buyer") on the basis of the following facts:

RECITALS

A. The City is the owner of the property located at 2324 Second Street Livermore, California 94550 (APN 097-0110-013-00) ("Property").

B. The Property is located within the Amended and Restated Redevelopment Plan for the Livermore Redevelopment Agency ("Redevelopment Plan") to redevelop the City of Livermore Redevelopment Project Area ("Project Area") consistent with the policies and standards of the General Plan of the City of Livermore. The goals for the Redevelopment Plan include alleviation of blighting conditions and the stimulation of economic development activities in the Project Area.

C. The City has identified a community need to stimulate Downtown targeted redevelopments, demonstrate to investors the possibilities of downtown, and to encourage redevelopment in the Project Area.

D. To meet that need, the City is now considering the disposition of the Property for the purposes of development by the Buyer in a manner consistent with Downtown Specific Plan ("DSP") and the City's goal of repurposing and revitalizing the Property with an intensified restaurant and retail use.

E. The Buyer will design and entitle the Property consistent with the requirements of this Agreement, the Redevelopment Plan, the Downtown Specific Plan and any Purchase and Sale Agreement and/or Development and Disposition Agreement negotiated between the parties, which shall be generally referred to as the "Sales Agreement".

F. The sale and development of the Property is in the public interest and convenience, is necessary and proper, and for the common benefit.

G. The purpose of this Agreement is to establish procedures and standards for the negotiation by the City, and the Buyer of a Sales Agreement pursuant to which the Buyer will purchase and complete entitlements to redevelop the Property. In negotiating the Sales Agreement for the Property, the City and Buyer will cooperate to achieve the following Objectives:

a. Initiate a development plan that is consistent with the Downtown Specific Plan (DSP).

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b. Provide a developed product that will honor and preserve the historic character of the building and contribute positively to the character of the downtown.
c. Maximize economic benefit of the project for the City and the Buyer.

H. As more fully set forth in Sections 1.5 and 3.1, the Buyer acknowledges and agrees that this Agreement in itself does not grant the Buyer the right to purchase or develop the Property, nor does it obligate the Buyer to any activities or costs to develop the Property, except for the preliminary analysis and negotiations contemplated by this Agreement.

I. The Buyer has performed site visits, and reviewed the City's Solicitation for Letters of Interest to Purchase the 2324 Second Street Property ("Solicitation"), and has tentatively found the Property and scope and intent of the Solicitation acceptable and has responded with an initial offer dated February 22, 2011 ("Offer").

J. The City is willing to restrain from further marketing of the Property for sale and development by other parties during a specified time period as outlined below, in order to enter into discussions with the Buyer regarding the Property, with the goal of negotiating the terms of a Sales Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

ARTICLE 1. EXCLUSIVE NEGOTIATING RIGHTS

Section 1.1 Good Faith Negotiations. The City and the Buyer shall negotiate diligently and in good faith, during the Negotiating Period as described in Section 1.2, the terms of a Sales Agreement for the financing and development plan of the Property and the construction of the project to be entitled thereon. This Agreement and the DSP shall serve as a guide in the negotiation of the Sales Agreement, although the parties acknowledge that review of additional information and further discussion may lead to refinement and revision of the development concepts set forth in the final Sales Agreement. During the Negotiating Period, the parties shall use good faith efforts to accomplish the respective tasks outlined in Article 2 to facilitate the negotiation of a mutually satisfactory Sales Agreement.

Among the issues to be addressed in the negotiations are development plans and timing of entitlements for development of the Property, site acquisition and disposition procedures, physical and land title conditions of the Property, remediation of any adverse conditions, and a development schedule for the Project.

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During the term of this Negotiating Period, the City will meet with the Buyer on an exclusive basis. The Buyer will consult with the City, and endeavor to:

a) Develop a design plan for the site;

b) Prepare entitlement and construction schedules for development of the Property; and,

c) Provide financial and economic information, as necessary, regarding its ability to perform, finance and implement the purchase and development of the Property pursuant to an economic and development proposal that is acceptable to the City.

The Buyer and the City will keep each other apprised of progress toward achieving the Objectives and the above milestones on a regular basis, and exchange knowledge of issues or information affecting the Property.

Section 1.2 Negotiating Period. The negotiating period under this Agreement shall be sixty (60) days, commencing on the date of this Agreement, subject to extension as provided below ("Negotiating Period"). If, in the judgment of the City Manager, the negotiations with the Buyer have progressed sufficiently to indicate that the parties can satisfy all the terms of this Agreement and present a Sales Agreement for City Council approval within an additional thirty (30) day period, the City Manager on behalf of the City, may extend the Negotiating Period for up to an additional thirty (30) days with the consent of the Buyer. In addition, the Negotiating Period may be extended or modified by formal amendment of this Agreement executed by the City and the Buyer.

If a Sales Agreement has not been executed by the City and the Buyer before the expiration of the Negotiating Period (as the Negotiating Period may be extended by operation of the preceding paragraph), then this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement except as set forth in Section 3.4. If a Sales Agreement is executed by the City and the Buyer then, upon such execution, this Agreement shall terminate, and all rights and obligations of the parties shall be as set forth in the executed Sales Agreement.

Section 1.3 Exclusive Negotiations. During the Negotiating Period (including any extension thereof as provided in Section 1.2), the City shall not negotiate with any entity, other than the Buyer, regarding the Property and development thereon, or solicit or entertain bids or proposals to do so.

Section 1.4 Identification of the Buyer's Representative. The Buyer's representative to negotiate the Sales Agreement with the City is Mike Messinger, or such other authorized representative as the Buyer may identify.

Section 1.5 No Assurances of Approval. The City is not committing itself to, or agreeing to undertake any of the following as a result of this Agreement:

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(a) A disposition of any land to the Buyer either within or outside the City or Project Area;

(b) The exercise of jurisdiction over land outside the City; or

(c) Any other acts or activities requiring the subsequent independent exercise of discretion by the City, the City's Redevelopment Agency, or any City/Agency or department thereof.

This Agreement does not constitute a disposition of property or exercise of development approval over a property by the City. By this Agreement, the City merely enters into a period of exclusive negotiations with the Buyer according to the terms hereof, reserving final discretion and approval by the City as to any Sales Agreement, development approval for the Property and all proceedings and decisions in connection therewith.

ARTICLE 2. NEGOTIATION TASKS

Section 2.1 Overview. To facilitate negotiation of the Sales Agreement, the parties shall use reasonable good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support negotiation and execution of a mutually acceptable Sales Agreement prior to the expiration of the Negotiating Period.

Section 2.2 Financing and Costs of Development. The Buyer shall provide the City with a detailed financial pro forma for development of the Property consistent with the Offer submitted to the City in response to the Solicitation containing, among other matters, a development budget setting forth the costs of the tasks to be undertaken by the Buyer. The financial pro forma will be used to evidence the financial feasibility of the proposed uses for the Property and to assist in the negotiation of terms of the Sales Agreement. Upon the City's request, prior to executing the Sales Agreement, the Buyer shall provide evidence of the availability of financing to pay the Buyer's projected costs.

Section 2.3 Conceptual Site Plan. The Buyer shall provide a Conceptual Site Plan and elevations for development of the property which generally depict proposed site improvements to support building use and operations.

Section 2.4 Schedule of Performance. The Buyer shall provide the City with a detailed schedule of performance for development and purchase of the Property which shall include but not be limited to, a plan setting forth the proposed timelines for entitlement and construction of development plans for the Property, specifically addressing the dates for the submittal of entitlement applications and construction plans to the City, the dates for the commencement and completion of construction, the estimated dates for close of escrow on the conveyance the Property, and the dates for the commencement and completion of construction of development plans for the Property.

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Section 2.5 Due Diligence. During the Negotiating Period the Buyer shall conduct the following due diligence activities:

(a) Site Adequacy Determination. The Buyer shall determine whether Property is suitable for development of the Property, taking into account the geotechnical and soils conditions, the presence or absence of toxic or other hazardous materials, the zoning of the Sites, and the other environmental and regulatory factors that the Buyer deems relevant. If, in the Buyer's judgment based on such investigations and analyses, the Property is not suitable the functions proposed in the Offer, the Buyer may notify the City in writing prior to the expiration of the Negotiating Period of its determination. Upon such timely notification by the Buyer, this Agreement shall be terminated without further action of either party, and thereafter neither party shall have any further duties, obligations, rights, or liabilities under this Agreement, except as set forth in Section 3.4 and Section 3.5.

(b) Site Inspection. The Buyer shall perform its due diligence investigation of the condition, nature, utilities, and other possible physical restrictions of the Site during this period.

(c) Title. The Buyer shall cause a Preliminary Title Report (the "Report") to be issued on the Property and delivered to the Buyer. Any exceptions to title which would preclude the use of the Property as set forth herein will be identified in the Sales Agreement and City will cure such exceptions to the extent mutually agreed upon in the Sales Agreement.

Section 2.6 Reports. The buyer shall provide the City with copies of all reports, studies, analyses, correspondence and similar documents, but excluding confidential or proprietary information, prepared or commissioned by the Buyer with respect to this Agreement, promptly upon their completion. The City shall provide the Buyer with copies of all reports, studies, analyses, correspondence and similar documents (collectively, "documents") prepared or commissioned by the City with respect to this Agreement and the Property, promptly following execution of this Agreement with respect to documents then in its possession or under its reasonable control, and promptly upon their completion with respect to any subsequently prepared documents.

Section 2.7 Disclosures. The Buyer is required to make full disclosure to the City of its principals, officers, stockholders, partners, joint ventures, employees, other associates and all other pertinent information concerning the Buyer and its associates after a Sales Agreement is drafted. The Buyer shall also make full disclosure to the City of the methods of financing to be used in purchasing and developing the Site. The Buyers's partners, joint venturers, development manager, architect, consultants, and site/design professionals are subject to the approval of the City. The City also reserves the right to approve any assignment of Buyer's interests during the negotiation and implementation of this Agreement or the Sales Agreement.

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While desiring to preserve its rights with respect to treatment of certain information on a confidential or proprietary basis, the Buyer acknowledges that the City will need sufficient, detailed information about the proposed development (including, without limitation the financial information described in Section 2.2) to make informed decisions about the content and approval of the Sales Agreement. The City will work with the Buyer to maintain the confidentiality of proprietary information subject to the requirements imposed on the City by the Public Records Act (Government Code Section 6250et seq.). The Buyer acknowledges that the City may share information provided by the Buyer of a financial and potential proprietary nature with third party consultants and Livermore City Council as part of the negotiation and decision making process. If this Agreement is terminated without the execution of a Sales Agreement, the City shall return to the Buyer any information submitted by the Buyer under this Agreement.

Section 2.8 Environmental Review. An environmental impact report has been prepared as the environmental document for the adoption of the General Plan and Downtown Specific Plan (the "Plan EIR"). The Plan EIR was prepared as a "program" EIR pursuant to California Environmental Quality Act ("CEQA"). However, the City reserves the right to require further additional environmental review should the scope of the Proposal change during the course of negotiation of the DDA.

ARTICLE 3.
GENERAL PROVISIONS

Section 3.1 Limitation on Effect of Agreement. This Agreement shall not obligate the City or the Buyer to enter into a Sales Agreement or to enter into any particular Sales Agreement. By execution of this Agreement, the City is not committing itself to or agreeing to undertake acquisition, disposition, or exercise of control over any property. Execution of this Agreement by the City is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent City Council action the final discretion and approval regarding the execution of a Sales Agreement and all proceedings and decisions in connection therewith. Any Sales Agreement resulting from negotiations pursuant to this Agreement shall become effective only if and after such Sales Agreement has been considered and approved by the the City Council of the City of Livermore, following conduct of all legally required procedures.

Section 3.2 Notices. Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation. Any Notices shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

City: City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550
Attention: Assistant Community Development Director

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Buyer: Michael Messinger
c/o Meachem Oppenheimer
8 N. San Pedro, Third Floor
San Jose, CA 95110

Section 3.3 Right of Entry. During the Negotiating Period, the City grants to the Buyer and the Buyer's agents the right to enter upon the Property for the exclusive purpose of conducting studies and investigations that will assist the Buyer in performing its due diligence obligations hereunder. Such entry shall be made only during regular business hours and upon not less than two business days' advance telephonic or written facsimile notice to the Assistant Community Development Director for the City of Livermore.

Prior to exercise of the right of entry, the Buyer shall provide the City with satisfactory evidence, in the form of a certificate of insurance, that the Buyer's agents who obtain access to the Property are insured under comprehensive general liability and automobile liability insurance policy or policies terminable only after thirty (30) days' advance written notice to the City, each policy to be in an amount of not less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage. Each insurance policy shall name the City and the Agency as an additional insured and shall contain a waiver of any right of subrogation against the City and the Agency.

The Buyer shall indemnify and defend the City, the Agency, and their respective board or council members, officers, employees, agents, and designated volunteers (collectively the "Indemnified Parties") against, and hold the Indemnified Parties and the Sites harmless from and against, any and all costs, expenses (including, without limitation, attorneys' fees), damages, claims, liabilities, liens (including, without limitation, mechanics liens) encumbrances and charges arising out of or in any way related to any entry by the Buyer or its agents upon the Site, but only to the extent such matters do not arise from the gross negligence or willful misconduct of the Indemnified Parties. The foregoing obligation of the Buyer shall survive the expiration of this Agreement.

Section 3.4 Costs and Expenses. Each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement, and the performance of each party's obligations under this Agreement.

Section 3.5 No Commissions. Each party represents to the other that is has not retained the services of any broker, agent or finder with respect to the Property or in connection with any matters relating to this transaction of the subject discussions, and agrees to hold the other party harmless from and against any claim for commission, fee, or other remuneration by any broker, agent, or finder under any claimed retainer for services with respect thereto. The City shall not be liable for any real estate commissions

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or brokerage fees that may arise from this Agreement or any Sales Agreement that may result from this Agreement, unless the City retains a broker, agent or finder.

Section 3.6 Defaults and Remedies.

(a) Default. Failure by either party to negotiate in good faith as provided in this Agreement shall constitute an event of default hereunder. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured ten (10) days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subsection (b).

(b) Remedies. In the event of an uncured default by the City, the Buyer's sole remedy shall be to terminate this Agreement. Following such termination, neither party shall have any further right, remedy or obligation under this Agreement; provided, however, that the Buyer's indemnification obligation pursuant to Section 3.3 shall survive such termination.

(c) Waiver. Except as expressly provided in this Section 3.6. above, neither party shall have any liability to the other for damages or otherwise for any default, nor shall either party have any other claims with respect to performance under this Agreement. Each party specifically waives and releases any such rights or claims they may otherwise have at law or in equity. The parties agree that, based upon the circumstances now existing, both known and unknown, it would be impractical or extremely difficult to establish the damages to the non-defaulting party by reason of a default by the defaulting party.

Section 3.7 Attorneys' Fees. The prevailing party in any action to enforce this Agreement shall be entitled to recover attorneys' fees and costs from the other party.

Section 3.8 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of the Agreement.

Section 3.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 3.10 Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matters of this Agreement.

Section 3.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Signatures on Next Page

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day, month and year first above written.

Dated: 11-16-11

BUYER:

MICHAEL MESSINGER

By: _____
Michael Messinger

Dated: 11-18-11

CITY:

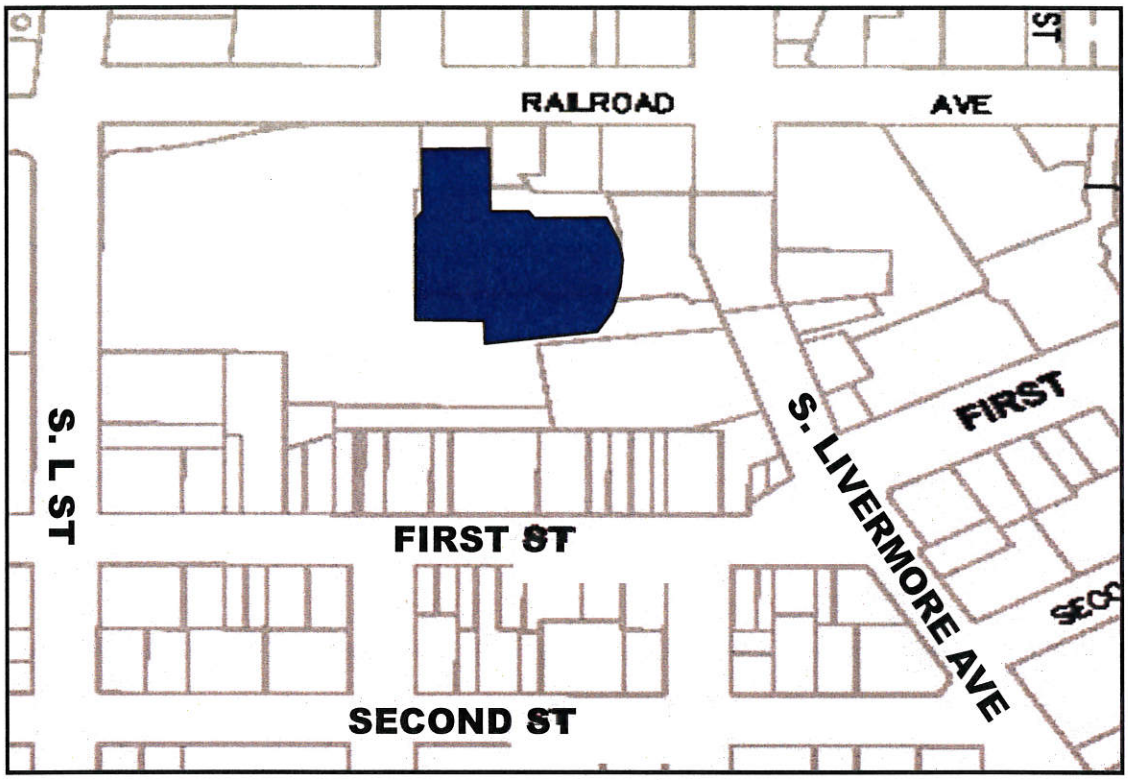
CITY OF LIVERMORE
a body corporate and politic

By: _____
Linda Barton
For: City Manager

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

EXHIBIT 3.1



Railroad Avenue
High Density Mixed Income Residential Project
(formerly Regional Theater site)
APN: 098-0289-018-00

City of Livermore, CA APN: 098-0289-018-00 ADDRESS: 2121 Railroad Ave

(Property was APN: 098-0289-012-08 at time acquired)
(Parcel Map 9926 created current parcel)

SCALE 1 : 1,300

100 0 100 200 300
FEET

N

PARCEL MAP 9926

A SUBDIVISION OF PARCEL ONE AND PARCEL TWO DESCRIBED IN THE GRANT DEED RECORDED NOVEMBER 10, 2008, INSTRUMENT NO. 2008-327044 AND THAT CERTAIN PARCEL OF LAND DESCRIBED IN GRANT DEED RECORDED MAY 13, 2009, INSTRUMENT NO. 2009-152076, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA.

CITY OF LIVERMORE – ALAMEDA COUNTY – CALIFORNIA

SCALE 1" = [redacted] 60' SEPTEMBER 2009

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
1233 Quarry Lane, Suite 145 Phone (925) 249-8555
Pleasanton, California 94566 Fax (925) 249-8565

OWNER'S STATEMENT

THE UNDERSIGNED, HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED "PARCEL MAP 9926, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF TWO (2) SHEETS, THIS STATEMENT BEING ON SHEET ONE THEREOF, THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DO CONSENT TO THE MAKING AND FILING OF SAID MAP.

AND THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER AN EASEMENT FOR PUBLIC ACCESS FOR THE INGRESS AND EGRESS OF PEDESTRIANS ALONG WITH THE RIGHT TO CONSTRUCT AND MAINTAIN FACILITIES FOR PEDESTRIAN ACCESS ACROSS AND OVER PARCEL 2 AND THOSE STRIPS OF LAND SHOWN HEREON AS "PUBLIC ACCESS EASEMENT (P.A.E.)".

THIS MAP SHOWS OR NOTES ALL EASEMENTS EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREON EMBODIED MAP.

OWNER: REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, A PUBLIC BODY CORPORATE AND POLITIC

BY Linda Barton

PRINT NAME Linda Barton

TITLE Executive Director

OWNER'S ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS
COUNTY OF ALAMEDA)

ON November 23, 2009, BEFORE ME, Roberta A. Mathews (HERE INSERT NAME OF THE OFFICER) A Notary Public (HERE INSERT TITLE OF THE OFFICER)

PERSONALLY APPEARED Linda Barton

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 BY HIS/HER/THEIR SIGNATURES 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

SIGNATURE: Roberta A. Mathews

PRINTED NAME: Roberta A Mathews

COMMISSION NUMBER: 1916775

COMMISSION EXPIRES: October 25, 2012

PRINCIPAL PLACE OF BUSINESS: Alameda COUNTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE IN AUGUST 2009.

I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN IN ACCORDANCE WITH THE SATISFACTORY ASSURANCE GIVEN BY THE SUBDIVIDER ON OR BEFORE MARCH 2010, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I FURTHER STATE THAT "PARCEL MAP 9926, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA" IS A SUBDIVISION INTO LOTS OR PARCELS OF LAND CONTAINING 5.5657 ACRES MORE OR LESS.

Timothy Kelly
TIMOTHY KELLY, L.S. 7089
LICENSE EXPIRATION DATE: 12/31/10

LICENSED LAND SURVEYOR
TIMOTHY KELLY
Exp. 12-31-2010
No. 7089
STATE OF CALIFORNIA

9/17/09
DATE

CITY ENGINEER'S STATEMENT:

I, CHERI RENE SHEETS, CITY ENGINEER OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 9926, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. THIS MAP WAS PROCESSED UNDER THE PARCEL MAP WAIVER PROCEDURE.

Cheri R Sheets
CHERI RENE SHEETS, R.C.E. 38751
REGISTRATION EXPIRATION DATE: 03/31/11
CITY ENGINEER, CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
CHERI R. SHEETS
No. 38751
Exp. 3/31/11
CIVIL
STATE OF CALIFORNIA

11/12/09
DATE

I, LAWRENCE K. SAMPSON, A LICENSED LAND SURVEYOR FOR THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 9926, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Lawrence K Sampson
LAWRENCE K. SAMPSON, L.S. 4238
LICENSE EXPIRATION DATE: 06/30/10

LICENSED LAND SURVEYOR
LAWRENCE K. SAMPSON
Exp. 6/30/10
4238
STATE OF CALIFORNIA

9/18/09
DATE

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

PARCEL MAP 9926 CONFORMS WITH THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND WAS PROCESSED IN ACCORDANCE WITH THE SUBDIVISION MAP ACT SECTION 66428(b).

Marc Roberts
MARC ROBERTS
DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

CITY CLERK'S STATEMENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF ALAMEDA)

ON THIS 19 DAY OF November, 2009, BEFORE ME, SUSAN M. GIBBS, CITY CLERK, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, PERSONALLY APPEARED MARC ROBERTS, PERSONALLY KNOWN TO ME TO BE THE DIRECTOR OF COMMUNITY DEVELOPMENT OF THE CITY OF LIVERMORE, AND IS THE PERSON AUTHORIZED BY THE CITY OF LIVERMORE MUNICIPAL CODE TO APPROVE THIS PARCEL MAP WAIVER.

I FURTHER CERTIFY THAT, THE INTEREST IN ALL THOSE PARCELS OF LANDS, EASEMENTS AND OTHER LEGAL INTERESTS IN LAND OFFERED FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER, IS HEREBY ACCEPTED BY THE UNDERSIGNED CITY CLERK ON BEHALF OF THE CITY COUNCIL PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION NO. 1-65 OF THE CITY COUNCIL ADOPTED ON JANUARY 4, 1965.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 19 DAY OF November 2009.

Susan M Gibbs
SUSAN M. GIBBS,
CITY CLERK AND CLERK OF THE CITY COUNCIL
CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISOR'S STATEMENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF ALAMEDA)

I, CRYSTAL HISHIDA-GRAFF, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY STATE, AS CHECKED BELOW THAT:

[ ] AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF THE SAID COUNTY AND STATE IN THE AMOUNT OF $_____ CONDITIONED FOR THE PAYMENT OF ALL THE TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE, AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

[ ] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID, AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

[✓] EXEMPT

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 18th DAY OF February 2010

CRYSTAL HISHIDA-GRAFF
CLERK OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: Daniel Dawson
DEPUTY COUNTY CLERK

BOARD OF SUPERVISORS
ALAMEDA COUNTY, CAL.

COUNTY RECORDER'S STATEMENT:

FILED THIS 23rd DAY OF February, 2010 AT 11:17 A M., IN BOOK 315 OF MAPS, AT PAGES 41-42 INCLUSIVE, RECORDER'S SERIES NO. 2010046358 AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: $17.00 PAID

PATRICK O'CONNELL
COUNTY RECORDER IN AND FOR THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

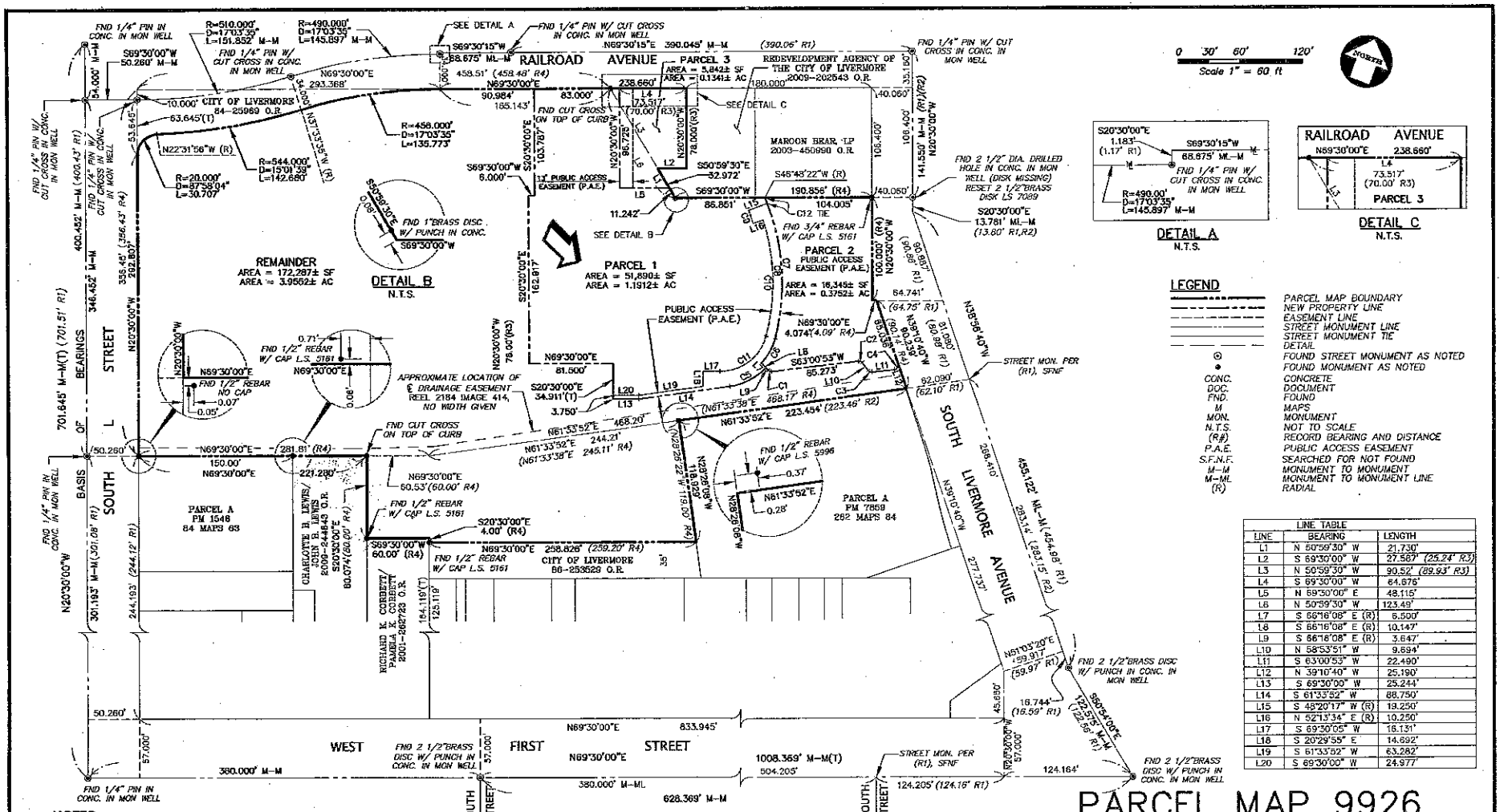
BY: F Orlin
DEPUTY COUNTY RECORDER

JOB NO.: A07659-3

134287

SHEET 1 OF 2 SHEETS

Z:\2007\A07659-3\survey\A07659-3 PM.dwg 9/17/2009 9:34:29 AM PDT



DETAIL A
N.T.S.

DETAIL C
N.T.S.

LEGEND

	PARCEL MAP BOUNDARY
	NEW PROPERTY LINE
	EASEMENT LINE
	STREET MONUMENT LINE
	STREET MONUMENT TIE
	DETAIL
⊙	FOUND STREET MONUMENT AS NOTED
●	FOUND MONUMENT AS NOTED
CONC.	CONCRETE
DOC.	DOCUMENT
FND.	FOUND
M	MAPS
MON.	MONUMENT
N.T.S.	NOT TO SCALE
(R#)	RECORD BEARING AND DISTANCE
P.A.E.	PUBLIC ACCESS EASEMENT
S.F.N.F.	SEARCHED FOR NOT FOUND
M-M	MONUMENT TO MONUMENT
M-ML	MONUMENT TO MONUMENT LINE
(R)	RADIAL

LINE TABLE

LINE	BEARING	LENGTH
L1	N 50°59'30" W	21.730'
L2	S 69°30'00" W	27.567' (25.24' R3)
L3	N 50°59'30" W	90.52' (89.93' R3)
L4	S 69°30'00" W	64.876'
L5	N 69°30'00" E	48.115'
L6	N 50°59'30" W	123.49'
L7	S 66°16'08" E (R)	6.500'
L8	S 66°16'08" E (R)	10.147'
L9	S 66°16'08" E (R)	3.647'
L10	N 58°53'51" W	9.694'
L11	S 63°00'53" W	22.490'
L12	N 39°10'40" W	25.190'
L13	S 69°30'00" W	25.244'
L14	S 61°33'52" W	88.750'
L15	S 48°20'17" W (R)	19.250'
L16	N 52°13'34" E (R)	10.250'
L17	S 69°30'05" W	16.131'
L18	S 20°29'55" E	14.692'
L19	S 61°33'52" W	63.282'
L20	S 69°30'00" W	24.977'

NOTES

1. ALL DISTANCES SHOWN ARE GROUND AND DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.
2. ENCUMBRANCES NOT PLOTTABLE:

A.) EASEMENT FOR DRAINAGE PIPELINE AND INCIDENTAL PURPOSES IN FAVOR OF CITY OF LIVERMORE, RECORDED MAY 20, 1968, AS REEL 2184 IMAGE 414, SERIAL NUMBER BA54825, OFFICIAL RECORDS ALAMEDA COUNTY RECORDS.

B.) NONEXCLUSIVE EASEMENT FOR A TERM OF 52 YEARS FOR ROADWAYS, WALKWAYS, INGRESS AND EGRESS OVER AND UPON SUCH AREAS AS MAY BE DEVELOPED FROM TIME TO TIME FOR SUCH PURPOSES IN FAVOR OF "PARCEL D" (APN 097-0001-030) AND "PARCEL C" (APN 097-0001-031) RECORDED MAY 18, 1979, SERIAL NUMBER 79-095080, OFFICIAL RECORDS.

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	3.000'	50°42'59"	2.658'
C2	4.000'	58°05'16"	4.055'
C3	4.000'	58°05'16"	4.055'
C4	4.000'	102°11'33"	7.134'
C5	61.000'	37°50'00"	40.279'
C6	54.500'	29°14'20"	27.812'
C7	212.000'	37°41'10"	139.442'
C8	212.000'	36°09'15"	133.774'
C9	192.750'	3°53'17"	13.080'
C10	203.000'	32°15'58"	114.319'
C11	45.500'	76°11'22"	60.504'
C12	212.000'	1°31'55"	5.668'

BASIS OF BEARINGS

THE BEARING OF N 20°30'00" W BETWEEN FOUND MONUMENTS ON SOUTH L STREET AS SHOWN ON CITY OF LIVERMORE MONUMENT MAPS WAS TAKEN AS THE BASIS OF ALL BEARINGS SHOWN HEREON.

MAP REFERENCES

(R1) CITY OF LIVERMORE MONUMENT MAPS
(R2) PARCEL MAP 7859, BOOK 262 OF MAPS PAGE 84
(R3) GRANT DEED, INSTRUMENT NUMBER 2009-152076
(R4) GRANT DEED, INSTRUMENT NUMBER 2008-327044
ALL RECORDS OF ALAMEDA COUNTY, CALIFORNIA

PARCEL MAP 9926

A SUBDIVISION OF PARCEL ONE AND PARCEL TWO DESCRIBED IN THE GRANT DEED RECORDED NOVEMBER 10, 2008, INSTRUMENT NO. 2008-327044 AND THAT CERTAIN PARCEL OF LAND DESCRIBED IN GRANT DEED RECORDED MAY 13, 2009, INSTRUMENT NO. 2009-152076, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA.

CITY OF LIVERMORE – ALAMEDA COUNTY – CALIFORNIA

SCALE 1" = 60' SEPTEMBER 2009

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
1233 Quarry Lane, Suite 145 Phone (925) 249-5935
Pleasanton, California 94566 Fax (925) 249-5583

JOB: NO. A07659-3

SHEET 2 OF 2 SHEETS

134288 134289

Z:\2007\A07659-3\survey\A07659-3 PM.dwg 9/17/2009 9:39:06 AM PDT

RECORDING REQUESTED BY

AND

When Recorded Mail Document and Tax Statement To:

City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2008327044 11/10/2008 09:54 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

5 PGS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 098-0289-012-08

08-479 cc: Engineering & Housing

GRANT DEED

No Fee for recording pursuant to Government Code Section 27383

The undersigned grantor(s) declare(s)
Documentary transfer tax is $

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area X City of Livermore R&T 11911

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

City of Livermore, a municipal corporation

hereby GRANTS (S) to

Redevelopment Agency of the City of Livermore, a Public Body Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550

The following described real property in the City of **Livermore**, County of **Alameda**, State of California:

See Exhibit "A" Attached hereto and made a part hereof.

DATED: October 27, 2008

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ 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 the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature: _____

By: _____
James W. Piper, Assistant City Manager
City of Livermore

City Clerk's Office
NOV 26 2008
City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

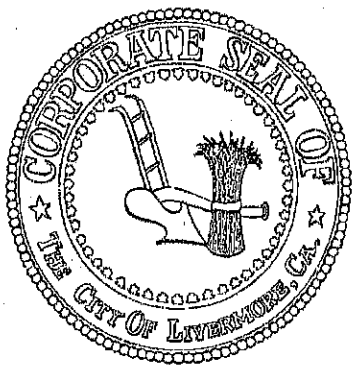
STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.

On November 6, 2008 before me, SUSAN GIBBS, INTERIM CITY CLERK,

personally appeared James W. Piper, Assistant City Manager,
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 Susan Gibbs

EXHIBIT A

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

PARCEL ONE:

Beginning at the intersection of the Western line of North Livermore Avenue with the Northern line of the strip of land (100.00 feet wide) of the Central Pacific Railway Company and running thence along said Northern line South 69° 30' 00" West, 190.86 feet to the Northeastern line of the parcel of land conveyed by William M. Mendenhall to Western Pacific Railway Company, dated April 19, 1870, recorded May 11, 1870, Book 55 of Deeds, Page 50, Alameda County Records; thence along last said line and the extension thereof North 50° 59' 30" West, 123.49 feet to the Southern line of Railroad Avenue; thence along the Southern line South 69° 30' 00" West, 458.48 feet to the Eastern line of North "L" Street; thence along said Eastern line South 20° 30' 00" East, 356.47 feet to the Southeasterly line of the aforesaid parcel of land, described in the deed, dated April 19, 1870 from C. J. Steven, et al., to Western Pacific Railroad Company; thence along the Southeasterly line North 69° 30' 00" East, 281.81 feet to the most Southerly corner of the parcel of land described in the deed, dated April 19, 1870 from C. J. Steven, et al, to Western Pacific Railroad Company, recorded March 18, 1871, Book 64 of Deeds, Page 340, Alameda County Records; thence North 61° 33' 38" East along the southeasterly line of last said deed 468.17 feet to the Westerly line of North Livermore Avenue; thence along said Western line North 39° 10' 40" West, 90.14 feet, South 69° 30' 00" West, 4.09 feet and North 20' 30' 00" West, 100.00 feet to the point of beginning.

EXCEPTING THEREFROM:

A.) All that portion of said property lying below a depth of 500 feet (without surface entry rights, however), as excepted in the deed to Southern Pacific Transportation to Southern Pacific Development Company, as recorded July 15, 1974, Official Records, Series No. 74-091689.

B.) All that portion conveyed to the City of Livermore by Quitclaim Deed from Stephen B. Bley et al, as recorded February 8, 1984, Official records, Series No. 84-25969.

PARCEL TWO:

Beginning at a point on a line drawn parallel with and distant (right angle measure) Northwesterly 125.00 feet from the Northwestern line of West First Street, formerly First Street, as said street now exists, distant thereon said line South 69° 30' 00" West, 294.26 feet from the intersection thereof with the Eastern line of Rancho El Valle de San Jose; running thence North 28° 26' 22" West, 154.42 feet to the actual point of beginning; thence South 61° 33' 38" West, 245.11 feet; thence South 69° 30' 00" West, 60.00 feet; thence South 20° 30' 00" East, 80.00 feet; thence North 69° 30' 00" East, 60.00 feet; thence South 20° 30' 00" East, 4.00 feet; thence North 69° 30' 00" East, 259.20 feet; thence North 28° 26' 22" West, 119.00 feet to the actual point of beginning,

PARCEL THREE:

Non-exclusive reciprocal easements appurtenant to Parcel One and Two above for a term of 52 years from November 7, 1975, as granted in that certain Agreement by and between Southern Pacific Development Company and Eva Burnham, et al, upon the terms and conditions contained therein, recorded May 18, 1979, Official Records, Series No. 79-095080.

APN: 098-0289-012-08

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated October 27, 2008, from the City of Livermore, (APN 098-0289-012-08) to the Redevelopment Agency of the City of Livermore, is hereby accepted by the undersigned Secretary on behalf of the Redevelopment Agency of the City of Livermore pursuant to authority conferred by Resolution No. RA-3-89 of the Redevelopment Agency of the City of Livermore adopted on January 23, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: November 6, 2008

Susan Gibbs

Susan Gibbs, Interim Secretary
Redevelopment Agency of
the City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A COOPERATION AGREEMENT WITH THE CITY OF LIVERMORE TO ACCEPT A LOAN OF $10,969,743 FOR THE PURCHASE OF 2009-2111 RAILROAD AVENUE (APN 098-0289-012-08)

It is desirable for the Redevelopment Agency of the City of Livermore ("Agency") to purchase the real property located at 2009-2111 Railroad Avenue (APN 098-0289-012-08) from the City of Livermore.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Livermore that the Executive Director is authorized on behalf of the Redevelopment Agency to enter into a Cooperation and Repayment Agreement on behalf with the City of Livermore to accept a loan of $10,969,743 for the purchase of 2009-2111 Railroad Avenue.

On the motion of Agencymember Williams, seconded by Agencymember Leider, the foregoing resolution was passed and adopted on the 4th day of August, 2008, by the following vote:

AYES: Agencymembers Horner, Leider, Williams, Vice Chair Marchand
NOES: None
ABSENT: Chairperson Kamena
ABSTAIN: None

ATTEST:

SECRETARY
ALICE CALVERT

APPROVED AS TO FORM:

ASSISTANT GENERAL COUNSEL
AMARA MORRISON

DATE: August 5, 2008

08-337
C

COOPERATION AND REPAYMENT AGREEMENT
(2009-2111 Railroad Avenue—Livermore Village)

This Agreement is entered into as of the 4th day of August 2008, by and between the City of Livermore, a municipal corporation ("City") and the Redevelopment Agency of the City of Livermore, a body corporate and politic ("Agency") regarding the purchase of the property located at 2009-2111 Railroad Avenue, Livermore, California ("Property").

RECITALS

A. The Amended and Restated Redevelopment Plan for the Livermore Redevelopment Project, as adopted on July 12, 1982, by Ordinance No. 1114 (Original Project Area) and thereafter amended and restated December 21, 1992, by Ordinance No. 1398 (Expansion Area); amended November 14, 1994, by Ordinance No. 1435 (Establishing and Amending Certain Time Limits – AB 1290); amended August 11, 2003, by Ordinance No. 1696 (Eliminating Certain Time Limits – SB 211); amended November 10, 2003, by Ordinance No. 1703 (Amending Certain Time Limits); and amended October 11, 2004, by Ordinance No. 1739 (Second Amendment), collectively referred to in this Agreement as the "Redevelopment Plan," affecting the Livermore Redevelopment Project Area (the "Project Area").

B. The Agency is vested with the responsibility for formulating and carrying out necessary redevelopment projects within the Project Area.

C. The Downtown Specific Plan identifies public improvement strategies that are integral to Downtown's envisioned revitalization, including the establishment of a catalyst zone at Livermore Village and identifying the Property as a location for immediate investment. The Downtown Specific Plan strategy relies on the City as an early investor in its own revitalization effort, by participating in key projects or opportunity sites that will make a difference in Downtown, specifically, the development of Livermore Village, which would maximize project affordability and potential tax increment.

D. On May 13, 2005, the City loaned Livermore Village I, LLC, Developer of Livermore Village (Developer), $8,000,000 as a bridge loan for acquisition of the Property. On May 12, 2008, the Developer agreed to sell its interest in the Property to the City for $10,100,000. The City purchased the Property, which was fully entitled for development as a key redevelopment mixed use project meeting the goals of the Downtown Specific Plan. As entitled, the project would provide that at least 10% of the housing units created will be affordable to lower income households. As of May 12, 2008, the City's Affordable Housing funds in the project totaled $12,437,874 including principal and interest accrued under the Promissory Note between Developer and City. City has appropriated an additional $100,000 to cover carrying costs associated with the purchase of the Property.

E. Pursuant to Health and Safety Code § 33220, the City agrees to transfer title to the Property to the Agency and Agency agrees to reimburse the City the costs of the Property's acquisition in an effort to revitalize this area of the downtown and in an effort to provide for more affordable housing in the downtown and, to this end, the Agency and the City will enter into this Cooperation Agreement to facilitate the Agency's reimbursement obligations stated herein.

F. The Agency agrees to reimburse to the City the cost of the property in the amount of $10,969.743. This amount includes $8,000,000 originally loaned for the acquisition plus 3.5 percent interest ($869,743) for three years that would have been earned on the funds in the Affordable Housing Fund, plus the $2,100,000 in additional principal for acquiring the site from Livermore Village, LLC.

G. Further, both the Agency and the City have undertaken many land use planning, land acquisition and development commitments to this project including the processing of all necessary land use entitlements to develop the property; and

H. It is anticipated that the Agency will enter into a Disposition and Development Agreement with a developer which will construct a mixed-use development consisting of retail space, a variety of housing types, including live-work and flex units, and potentially a regional performing arts theater (the "Project").

I. The City and the Agency desire to enter into this Agreement for the following purposes:

(i) To set forth activities, services, and facilities that the City will render for and make available to the Agency in furtherance of the activities and functions of the Agency under the Community Redevelopment Law in connection with the Property; and

(ii) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency for the Property.

AGREEMENT

1. PURPOSE

The purpose of this Agreement is to establish a mechanism for repayment of the consideration provided by the City for the transfer of title to the Property to the Agency, as more fully set forth in Section 4, in order to facilitate the redevelopment of the Property.

2. REPAYMENT AMOUNT

In consideration for the transfer of title to the Property from the City to the Agency, the Agency promises and agrees to reimburse the City the costs of acquiring the Property in the amount of $10,969,743.00 (Ten Million, Nine Hundred and Sixty-

Nine Thousand, Eight Hundred and Seventy-Four Dollars). City agrees to transfer fee title to the Property to the Agency within five (5) days of approval of this Agreement.

3. TERM OF AGREEMENT

Subject to Section 4 below, this Agreement shall be in full force and effect for a period beginning as of the date first above written and continuing until the earlier of (i) all repayment obligations of the Agency to the City are satisfied in full in accordance with the terms of this Agreement, or (ii) the expiration date of the Redevelopment Plan.

4. REPAYMENT

(a) Proceeds. Any proceeds upon sale of the property or a portion thereof by the Agency will be paid to the City Housing Division. Any remaining balance owed shall be paid in annual payments as noted in section (b) below.

(b) Annual Payment. Beginning with fiscal year 2013/2014, the Agency shall repay the Loan in ten (10) annual installments (the "Agency Payment") on or before January 31 of each fiscal year (the "Payment Date") from funds generated by tax increment arising out of the redevelopment of the Property. However, if the Property (or any portion thereof) is sold or disposed of by the Agency, the full amount of the outstanding principal and interest due under this Agreement shall be paid within 60 days of sale or disposition by Agency to City as provided in this Section 4. Specifically, the Agency agrees to reimburse the City's Affordable Housing Fee Fund F611. (LMC § 3.26.070). In the event the Agency sells the property for more than the repayment amount, the parties agree that the Agency will retain the difference between the repayment amount (and any accrued interest) and the sales price, which will be deposited into the Redevelopment Agency Housing Fund (F581).

(c) Interest. The principal balance of this Note shall bear simple interest from the date of disbursement at the Local Agency Investment Fund (LAIF) rate established for the Affordable Housing Fund (F611) per annum until repaid.

(d) New Payment Schedule. If on January 1, 2013 the Agency determines that its revenues will be insufficient to repay the remaining principal balance and accrued interest of the Loan in full, the City and the Agency shall meet and negotiate in good faith a new method for the repayment of the Loan.

5. SUBORDINATION

It is agreed by the parties hereto that all repayments to the City pursuant to this Agreement are subordinated to any and all payments necessary to satisfy existing debt of the Agency and to any and all payments necessary to satisfy the Agency's obligations in connection with existing bonds or bonds which may be issued in the future or to the extent necessary for any bonded indebtedness for which the Agency has pledged as a security or source of repayment tax increment generated within the Project Area.

6. INDEBTEDNESS

The Agency's obligations under this Agreement shall constitute an indebtedness of the Agency within the meaning of Health and Safety Code Section 33670 et seq.

7. VALIDITY OF AGREEMENT

If any provisions of this Agreement, or the application thereof to any person, party, transaction, or circumstance, is held invalid, the remainder of this Agreement, or the application of such provision to other persons, parties, transactions or circumstances, shall not be affected thereby.

8. AMENDMENT

This Agreement may be amended provided such amendment is in writing and is signed by both parties to this Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Livermore, as authorized by resolution of the City Council of the City of Livermore, has caused the name of the City of Livermore to be affixed to this Agreement, and the Executive Director of the Livermore Redevelopment Agency, as authorized by resolution of the Agency, has caused the name of the Redevelopment Agency of the City of Livermore to be affixed to this Agreement on the above date.

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE

By: Linda Barton
Executive Director

Approved as to form:

for
Agency Counsel

CITY OF LIVERMORE

By: Linda Barton
City Manager

Approved as to form:

City Attorney

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A COOPERATION AGREEMENT WITH THE CITY OF LIVERMORE TO ACCEPT A LOAN OF $10,969,743 FOR THE PURCHASE OF 2009-2111 RAILROAD AVENUE (APN 098-0289-012-08)

It is desirable for the Redevelopment Agency of the City of Livermore ("Agency") to purchase the real property located at 2009-2111 Railroad Avenue (APN 098-0289-012-08) from the City of Livermore.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Livermore that the Executive Director is authorized on behalf of the Redevelopment Agency to enter into a Cooperation and Repayment Agreement on behalf with the City of Livermore to accept a loan of $10,969,743 for the purchase of 2009-2111 Railroad Avenue.

On the motion of Agencymember Williams, seconded by Agencymember Leider, the foregoing resolution was passed and adopted on the 4th day of August, 2008, by the following vote:

AYES: Agencymembers Horner, Leider, Williams, Vice Chair Marchand
NOES: None
ABSENT: Chairperson Kamena
ABSTAIN: None

ATTEST:

SECRETARY
ALICE CALVERT

APPROVED AS TO FORM:

ASSISTANT GENERAL COUNSEL
AMARA MORRISON

DATE: August 5, 2008

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A COOPERATION AGREEMENT WITH THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE TO LOAN THE AGENCY $10,969,743 FOR THE PURCHASE OF 2009-2111 RAILROAD AVENUE (APN 098-0289-012-08)

In May 2005, the City loaned Developer Livermore Village I, LLC $8,000,000 as a bridge loan for acquisition of the property; and

On May 12, 2008, the Developer agreed to sell its interest in the property to the City for $10,100,000; and

The total value of the Affordable Housing Funds in the property totals $10,969,743; and

The Redevelopment Agency intends to enter into a Disposition and Development Agreement with a developer to construct a mixed-use development consisting of retail space, a variety of housing types, and potentially a regional performing arts theater.

NOW, THEREFORE, BE IT RESOLVED by the Livermore City Council that the City Manager is authorized on behalf of the City of Livermore to enter into a Cooperation and Repayment Agreement with the Redevelopment Agency of the City of Livermore to loan the Agency $10,969,743 for the purchase of 2009-2111 Railroad Avenue.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign all documents as may be necessary to assist the Redevelopment Agency of the City of Livermore to purchase the property at 2009-2111 Railroad Avenue.

On the motion of Councilmember Horner, seconded by Councilmember Leider, the foregoing resolution was passed and adopted on the 4th day of August, 2008, by the following vote:

AYES Councilmembers Horner, Leider, Williams, Vice Mayor Marchand
NOES: None
ABSENT: Mayor Kamena
ABSTAIN: None

ATTEST & DATE:

CITY CLERK
ALICE CALVERT

APPROVED AS TO FORM:

SPECIAL COUNSEL
AMARA MORRISON

DATE: August 5, 2008

RESOLUTION NO. 2008-171

RECORDING REQUESTED BY:

Old Republic Title Company

Order #: 1117005314-JM
APN #: 098-0289-012-08

WHEN RECORDED MAIL TO

City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

6

2008180843 06/06/2008 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

DA
4
4 PGS

SPACE ABOVE THIS LINE FOR RECORDERS USE

Gov Do Fee 27383

Grant Deed

The undersigned grantor(s) declare(s):
Documentary transfer tax is $ RET Governmental Agency Acquiring Title
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of Livermore

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Livermore Village I, LLC, a Delaware limited liability company

hereby GRANT(S) to
City of Livermore , a Municipal corporation

that property in City of Livermore, Alameda County, State of California, described as:
This Deed is an absolute conveyance, the Grantor having sold said land to the Grantee for a fair and adequate consideration, such consideration in addition to that above recited, being full satisfaction of all obligations secured by the Deed of Trust executed by Livermore Village I, LLC to Old Republic Title Company as Trustee, recorded as Recorder's Serial Number 2005-203325, Official Records of Alameda County.Grantor declares that this conveyance is freely and fairly made and that there are no agreements, oral or written, other than this Deed, between Grantor and Grantee with respect to said land.See "Exhibit A" attached hereto and made a part hereof.
Mail Tax Statements to Grantee at address above

Date May 29, 2008

LIVERMORE VILLAGE I, LLC,
a Delaware limited liability company
By: AndersonPacific, LLC
a Delaware limited liability company
Its Manager

By: _____
James R. Anderson
Managing Member

State of California

County of Los Angeles

On JUNE 4th 2008 before me,
CHARANJIT K. SINGH,
a Notary Public, personally appeared James R. Anderson, 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 _____

Name CHARANJIT K. SINGH
(typed or printed)

Charanjit K. Singh
Comm. #1746868
Notary Public - California
Los Angeles County
Comm. Exp. Jun 19, 2011

CHARANJIT K. SINGH
Commission # 1746868
Notary Public - California
Los Angeles County
My Comm. Expires Jun 19, 2011

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT A

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

PARCEL ONE:

Beginning at the intersection of the Western line of North Livermore Avenue with the Northern line of the strip of land (100.00 feet wide) of the Central Pacific Railway Company and running thence along said Northern line South 69° 30′ 00″ West, 190.86 feet to the Northeastern line of the parcel of land conveyed by William M. Mendenhall to Western Pacific Railway Company, dated April 19, 1870, recorded May 11, 1870, Book 55 of Deeds, Page 50, Alameda County Records; thence along last said line and the extension thereof North 50° 59′ 30″ West, 123.49 feet to the Southern line of Railroad Avenue; thence along the Southern line South 69° 30′ 00″ West, 458.48 feet to the Eastern line of North "L" Street; thence along said Eastern line South 20° 30′ 00″ East, 356.47 feet to the Southeasterly line of the aforesaid parcel of land, described in the deed, dated April 19, 1870 from C. J. Steven, et al., to Western Pacific Railroad Company; thence along the Southeasterly line North 69° 30′ 00″ East, 281.81 feet to the most Southerly corner of the parcel of land described in the deed, dated April 19, 1870 from C. J. Steven, et al, to Western Pacific Railroad Company, recorded March 18, 1871, Book 64 of Deeds, Page 340, Alameda County Records; thence North 61° 33′ 38″ East along the southeasterly line of last said deed 468.17 feet to the Westerly line of North Livermore Avenue; thence along said Western line North 39° 10′ 40″ West, 90.14 feet, South 69° 30′ 00″ West, 4.09 feet and North 20′ 30′ 00″ West, 100.00 feet to the point of beginning.

EXCEPTING THEREFROM:

A.) All that portion of said property lying below a depth of 500 feet (without surface entry rights, however), as excepted in the deed to Southern Pacific Transportation to Southern Pacific Development Company, as recorded July 15, 1974, Official Records, Series No. 74-091689.

B.) All that portion conveyed to the City of Livermore by Quitclaim Deed from Stephen B. Bley et al, as recorded February 8, 1984, Official records, Series No. 84-25969.

PARCEL TWO:

Beginning at a point on a line drawn parallel with and distant (right angle measure) Northwesterly 125.00 feet from the Northwestern line of West First Street, formerly First Street, as said street now exists, distant thereon said line South 69° 30′ 00″ West, 294.26 feet from the intersection thereof with the Eastern line of Rancho El Valle de San Jose; running thence North 28° 26′ 22″ West, 154.42 feet to the actual point of beginning; thence South 61° 33′ 38″ West, 245.11 feet; thence South 69° 30′ 00″ West, 60.00 feet; thence South 20° 30′ 00″ East, 80.00 feet; thence North 69° 30′ 00″ East, 60.00 feet; thence South 20° 30′ 00″ East, 4.00 feet; thence North 69° 30′ 00″ East, 259.20 feet; thence North 28° 26′ 22″ West, 119.00 feet to the actual point of beginning.

PARCEL THREE:

Non-exclusive reciprocal easements appurtenant to Parcel One and Two above for a term of 52 years from November 7, 1975, as granted in that certain Agreement by and between Southern Pacific Development Company and Eva Burnham, et al, upon the terms and conditions contained therein, recorded May 18, 1979, Official Records, Series No. 79-095080.

APN: 098-0289-012-08

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, APN 098-0289-012-08 dated June 6, 2008, from Livermore Village I, LLC, a Delaware Limited Liability Company, to the City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: June 3, 2008

Alice Calvert

Alice Calvert, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

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PAGE 3

ASSESSOR'S MAP 98

Map of Subdivision of

Rancho el Valle de San José

{Portion A - Por Plat 18}(Bk. Ds. 40 Pg. 315)

Scale 1in = 100ft.

Code Area No. 16-023

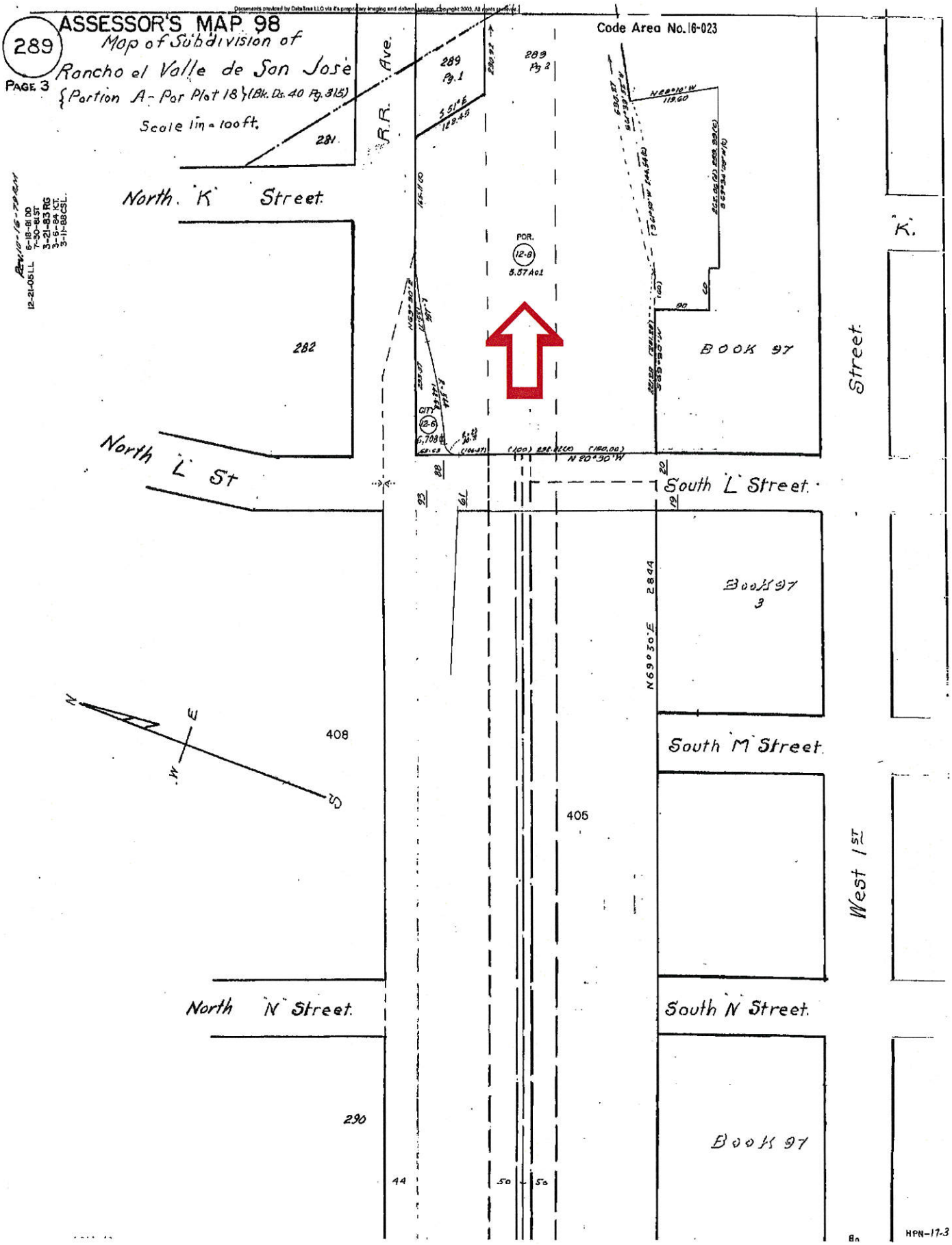
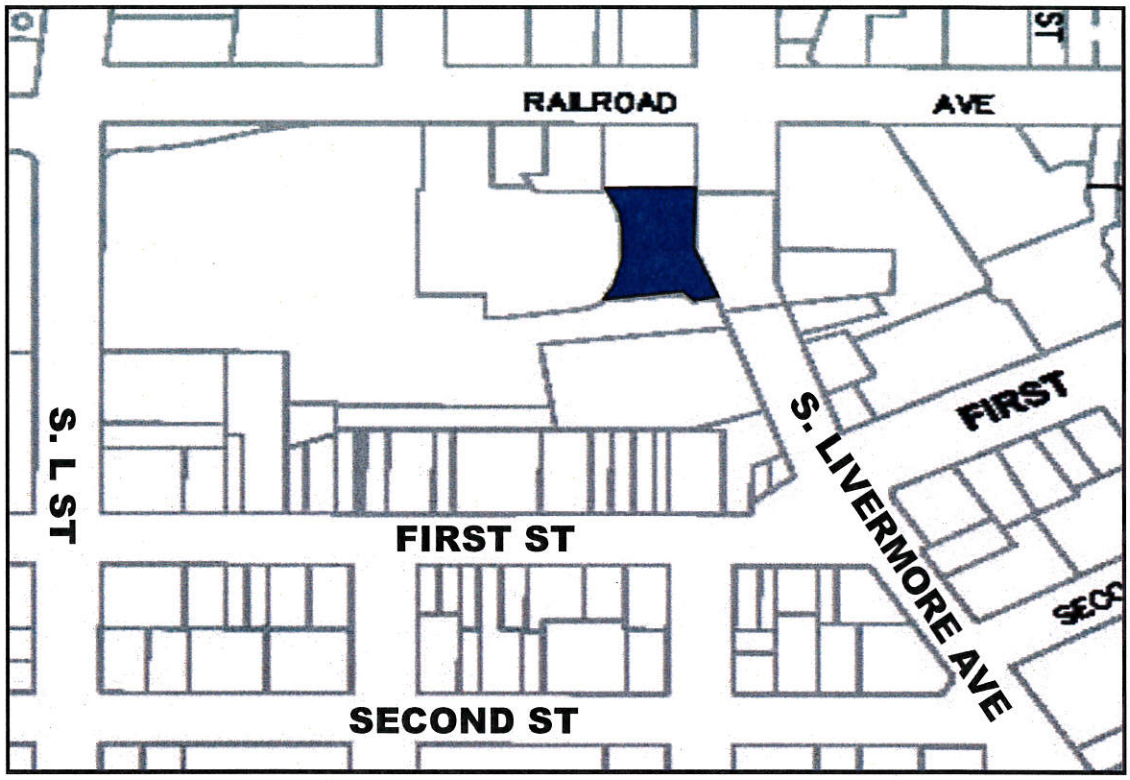


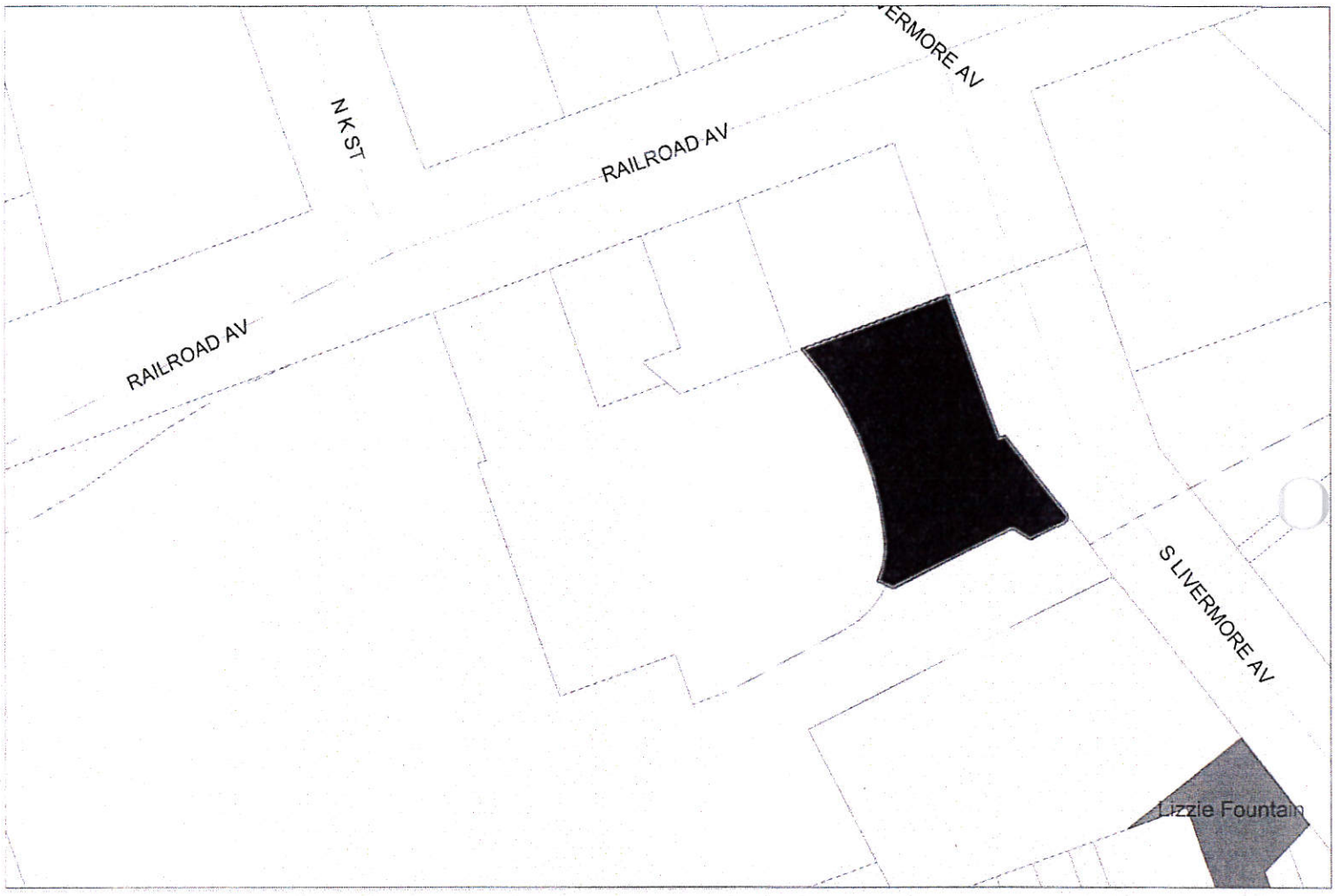
EXHIBIT 3.2



29 S. Livermore Avenue
High Density Mixed Income Residential Project
(formerly Regional Theater Plaza site)
APN 098-0289-019-00

City of Livermore, CA APN: 098-0289-019-00 ADDRESS: 20 S L Street

(Property was APN 098-0289-012-08 at time acquired)
(Parcel Map 9926 created current parcel)



SCALE 1 : 1,300

PARCEL MAP 9926

A SUBDIVISION OF PARCEL ONE AND PARCEL TWO DESCRIBED IN THE GRANT DEED RECORDED NOVEMBER 10, 2008, INSTRUMENT NO. 2008-327044 AND THAT CERTAIN PARCEL OF LAND DESCRIBED IN GRANT DEED RECORDED MAY 13, 2009, INSTRUMENT NO. 2009-152076, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA.

CITY OF LIVERMORE – ALAMEDA COUNTY – CALIFORNIA

SCALE 1" = [redacted] 60' SEPTEMBER 2009

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
1233 Quarry Lane, Suite 145 Phone (925) 249-8555
Pleasanton, California 94566 Fax (925) 249-8563

OWNER'S STATEMENT

THE UNDERSIGNED, HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED "PARCEL MAP 9926, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF TWO (2) SHEETS, THIS STATEMENT BEING ON SHEET ONE THEREOF, THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DO CONSENT TO THE MAKING AND FILING OF SAID MAP.

AND THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER AN EASEMENT FOR PUBLIC ACCESS FOR THE INGRESS AND EGRESS OF PEDESTRIANS ALONG WITH THE RIGHT TO CONSTRUCT AND MAINTAIN FACILITIES FOR PEDESTRIAN ACCESS ACROSS AND OVER PARCEL 2 AND THOSE STRIPS OF LAND SHOWN HEREON AS "PUBLIC ACCESS EASEMENT (P.A.E.)".

THIS MAP SHOWS OR NOTES ALL EASEMENTS EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREON EMBODIED MAP.

OWNER: REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, A PUBLIC BODY CORPORATE AND POLITIC

BY Linda Barton

PRINT NAME Linda Barton

TITLE Executive Director

OWNER'S ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS

ON November 23, 2009, BEFORE ME, Roberta A. Mathews (HERE INSERT NAME OF THE OFFICER) A Notary Public (HERE INSERT TITLE OF THE OFFICER)

PERSONALLY APPEARED Linda Barton

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 BY HIS/HER/THEIR SIGNATURES 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

SIGNATURE: Roberta A Mathews

PRINTED NAME: Roberta A Mathews

COMMISSION NUMBER: 1816775

COMMISSION EXPIRES: October 25, 2012

PRINCIPAL PLACE OF BUSINESS: Alameda COUNTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE IN AUGUST 2009.

I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN IN ACCORDANCE WITH THE SATISFACTORY ASSURANCE GIVEN BY THE SUBDIVIDER ON OR BEFORE MARCH 2010, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I FURTHER STATE THAT "PARCEL MAP 9926, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA" IS A SUBDIVISION INTO LOTS OR PARCELS OF LAND CONTAINING 5.5657 ACRES MORE OR LESS.

Timothy Kelly

TIMOTHY KELLY, L.S. 7089
LICENSE EXPIRATION DATE: 12/31/10

LICENSED LAND SURVEYOR — TIMOTHY KELLY — Exp. 12-31-2010 — No. 7089 — STATE OF CALIFORNIA

9/17/09
DATE

CITY ENGINEER'S STATEMENT:

I, CHERI RENE SHEETS, CITY ENGINEER OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 9926, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. THIS MAP WAS PROCESSED UNDER THE PARCEL MAP WAIVER PROCEDURE.

Cheri R Sheets

CHERI RENE SHEETS, R.C.E. 38751
REGISTRATION EXPIRATION DATE: 03/31/11
CITY ENGINEER, CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER — CHERI R. SHEETS — No. 38751 — Exp. 3/11 — CIVIL — STATE OF CALIFORNIA

11/12/09
DATE

I, LAWRENCE K. SAMPSON, A LICENSED LAND SURVEYOR FOR THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 9926, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Lawrence K. Sampson

LAWRENCE K. SAMPSON, L.S. 4238
LICENSE EXPIRATION DATE: 06/30/10

LICENSED LAND SURVEYOR — LAWRENCE K. SAMPSON — Exp. 6/30/10 — 4238 — STATE OF CALIFORNIA

9/18/09
DATE

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

PARCEL MAP 9926 CONFORMS WITH THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND WAS PROCESSED IN ACCORDANCE WITH THE SUBDIVISION MAP ACT SECTION 66428(b).

Marc Roberts

MARC ROBERTS
DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

CITY CLERK'S STATEMENT:

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS

ON THIS 19 DAY OF November, 2009, BEFORE ME, SUSAN M. GIBBS, CITY CLERK, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, PERSONALLY APPEARED MARC ROBERTS, PERSONALLY KNOWN TO ME TO BE THE DIRECTOR OF COMMUNITY DEVELOPMENT OF THE CITY OF LIVERMORE, AND IS THE PERSON AUTHORIZED BY THE CITY OF LIVERMORE MUNICIPAL CODE TO APPROVE THIS PARCEL MAP WAIVER.

I FURTHER CERTIFY THAT, THE INTEREST IN ALL THOSE PARCELS OF LANDS, EASEMENTS AND OTHER LEGAL INTERESTS IN LAND OFFERED FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER, IS HEREBY ACCEPTED BY THE UNDERSIGNED CITY CLERK ON BEHALF OF THE CITY COUNCIL PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION NO. 1-65 OF THE CITY COUNCIL ADOPTED ON JANUARY 4, 1965.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 19 DAY OF November, 2009.

Susan M Gibbs

SUSAN M. GIBBS,
CITY CLERK AND CLERK OF THE CITY COUNCIL
CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISOR'S STATEMENT:

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS

I, CRYSTAL HISHIDA-GRAFF, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY STATE, AS CHECKED BELOW THAT:

[ ] AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF THE SAID COUNTY AND STATE IN THE AMOUNT OF $_____ CONDITIONED FOR THE PAYMENT OF ALL THE TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE, AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

[ ] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID, AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

[✓] EXEMPT

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 18th DAY OF February 2010

CRYSTAL HISHIDA-GRAFF
CLERK OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: Donna Jones
DEPUTY COUNTY CLERK

SEAL OF SUPERVISORS — ALAMEDA COUNTY, CALIF.

COUNTY RECORDER'S STATEMENT:

FILED THIS 23rd DAY OF February, 2010, AT 11:17 A.M., IN BOOK 315 OF MAPS, AT PAGES 41-42 INCLUSIVE, RECORDER'S SERIES NO. 2010048358 AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: $17.00 PAID

PATRICK O'CONNELL
COUNTY RECORDER IN AND FOR THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

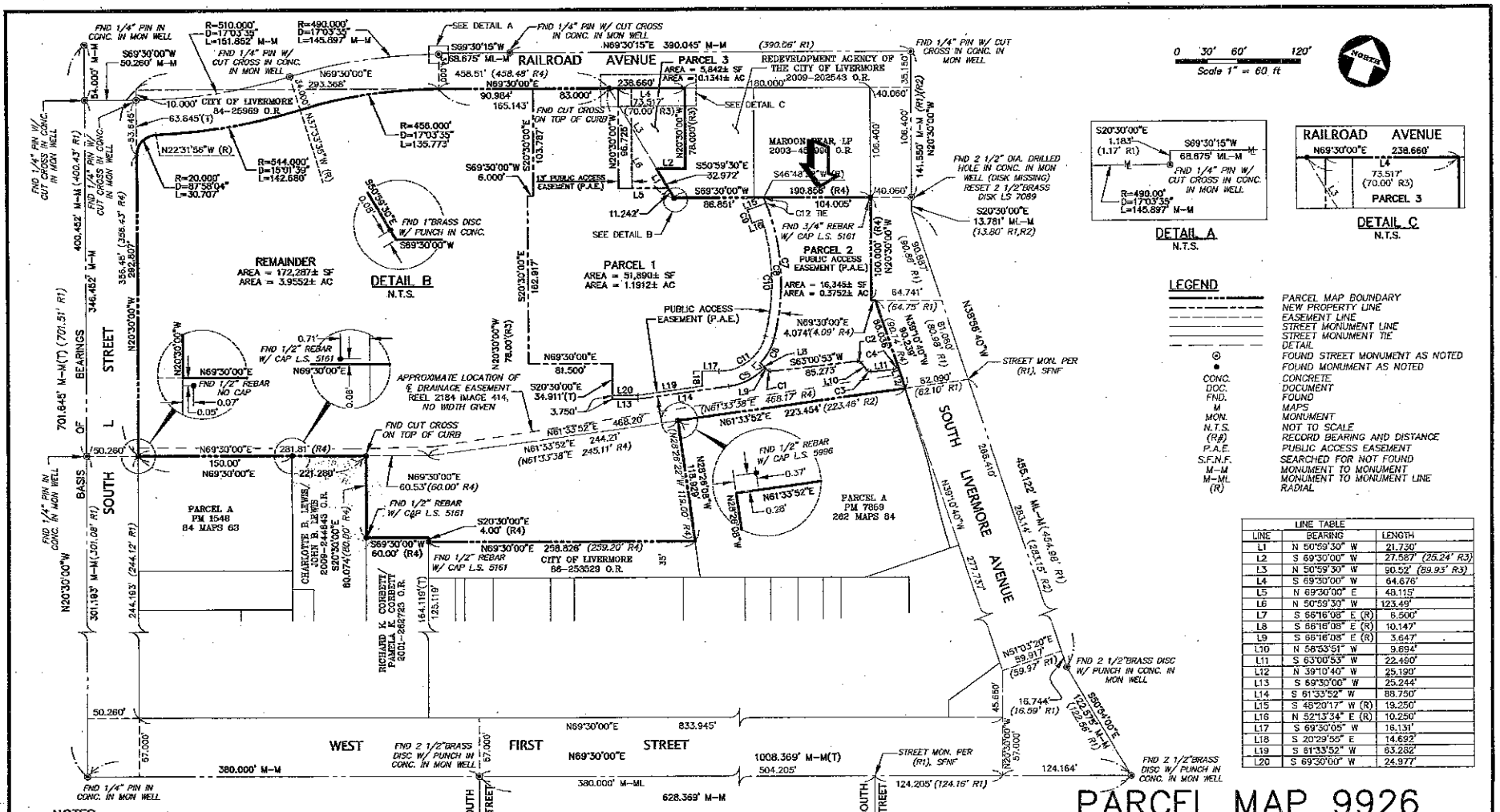
BY: Fonlin
DEPUTY COUNTY RECORDER

JOB NO.: A07659-3

134287

SHEET 1 OF 2 SHEETS

Z:\2007\A07659-3\survey\A07659-3 PM.dwg 9/17/2009 9:34:29 AM PDT



0 30' 60' 120'
Scale 1" = 60' ft

DETAIL A
N.T.S.

DETAIL C
N.T.S.

LEGEND

	PARCEL MAP BOUNDARY
	NEW PROPERTY LINE
	EASEMENT LINE
	STREET MONUMENT LINE
	STREET MONUMENT TIE
	DETAIL
⊙	FOUND STREET MONUMENT AS NOTED
●	FOUND MONUMENT AS NOTED
CONC.	CONCRETE
DOC.	DOCUMENT
FND.	FOUND
M	MAPS
MON.	MONUMENT
N.T.S.	NOT TO SCALE
(R#)	RECORD BEARING AND DISTANCE
P.A.E.	PUBLIC ACCESS EASEMENT
S.F.N.F.	SEARCHED FOR NOT FOUND
M-M	MONUMENT TO MONUMENT
M-ML	MONUMENT TO MONUMENT LINE
(R)	RADIAL

LINE TABLE

LINE	BEARING	LENGTH
L1	N 50°59'30" W	21.730'
L2	S 69°30'00" W	27.587' (25.24' R3)
L3	N 50°59'30" W	90.52' (89.93' R3)
L4	S 69°30'00" W	64.676'
L5	N 69°30'00" E	48.115'
L6	N 50°59'30" W	123.49'
L7	S 66°16'08" E (R)	6.500'
L8	S 66°16'08" E (R)	10.147'
L9	S 66°16'08" E (R)	3.647'
L10	N 58°53'51" W	9.694'
L11	S 63°00'53" W	22.490'
L12	N 39°10'40" W	25.190'
L13	S 69°30'00" W	25.244'
L14	S 61°33'52" W	88.750'
L15	S 45°20'17" W (R)	19.250'
L16	N 52°13'34" E (R)	10.250'
L17	S 69°30'05" W	16.131'
L18	S 20°29'55" E	14.692'
L19	S 61°33'52" W	63.282'
L20	S 69°30'00" W	24.977'

NOTES

1. ALL DISTANCES SHOWN ARE GROUND AND DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.
2. ENCUMBRANCES NOT PLOTTABLE:
   A.) EASEMENT FOR DRAINAGE PIPELINE AND INCIDENTAL PURPOSES IN FAVOR OF CITY OF LIVERMORE, RECORDED MAY 20, 1968, AS REEL 2184 IMAGE 414, SERIAL NUMBER BA54825, OFFICIAL RECORDS ALAMEDA COUNTY RECORDS.
   B.) NONEXCLUSIVE EASEMENT FOR A TERM OF 52 YEARS FOR ROADWAYS, WALKWAYS, INGRESS AND EGRESS OVER AND UPON SUCH AREAS AS MAY BE DEVELOPED FROM TIME TO TIME FOR SUCH PURPOSES IN FAVOR OF "PARCEL D" (APN 097-0001-030) AND "PARCEL C" (APN 097-0001-031) RECORDED MAY 18, 1979, SERIAL NUMBER 79-095080, OFFICIAL RECORDS.

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	3.000'	50°42'59"	2.656'
C2	4.000'	58°05'16"	4.055'
C3	4.000'	58°05'16"	4.055'
C4	4.000'	102°11'33"	7.134'
C5	61.000'	37°50'00"	40.279'
C6	54.500'	29°14'20"	27.812'
C7	212.000'	37°41'10"	139.442'
C8	212.000'	36°09'15"	133.774'
C9	192.750'	3°53'17"	13.080'
C10	203.000'	32°15'58"	114.319'
C11	45.500'	76°11'22"	60.504'
C12	212.000'	1°31'55"	5.663'

BASIS OF BEARINGS

THE BEARING OF N 20°30'00" W BETWEEN FOUND MONUMENTS ON SOUTH L STREET AS SHOWN ON CITY OF LIVERMORE MONUMENT MAPS WAS TAKEN AS THE BASIS OF ALL BEARINGS SHOWN HEREON.

MAP REFERENCES

(R1) CITY OF LIVERMORE MONUMENT MAPS
(R2) PARCEL MAP 7859, BOOK 262 OF MAPS PAGE 84
(R3) GRANT DEED, INSTRUMENT NUMBER 2009-152076
(R4) GRANT DEED, INSTRUMENT NUMBER 2008-327044
ALL RECORDS OF ALAMEDA COUNTY, CALIFORNIA

PARCEL MAP 9926

A SUBDIVISION OF PARCEL ONE AND PARCEL TWO DESCRIBED IN THE GRANT DEED RECORDED NOVEMBER 10, 2008, INSTRUMENT NO. 2008-327044 AND THAT CERTAIN PARCEL OF LAND DESCRIBED IN GRANT DEED RECORDED MAY 13, 2009, INSTRUMENT NO. 2009-152076, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA.

CITY OF LIVERMORE – ALAMEDA COUNTY – CALIFORNIA
SCALE 1" = 60' SEPTEMBER 2009

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
1233 Quarry Lane, Suite 145 Phone (925) 249-6355
Pleasanton, California 94566 Fax (925) 249-9563

JOB: NO. A07659-3

SHEET 2 OF 2 SHEETS

134288 134289

Z:\2007\A07659-3\survey\A07659-3 PM.dwg 9/17/2009 9:39:06 AM PDT

RECORDING REQUESTED BY:

AND

When Recorded Mail Document and Tax Statement To:

City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2008327044 11/10/2008 09:54 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

5 PGS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

08-478 cc: Engineering (2) Housing

APN: 098-0289-012-08

GRANT DEED

No Fee for recording pursuant to Government Code Section 27383

The undersigned grantor(s) declare(s)
Documentary transfer tax is $

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area X City of Livermore R&T 11911

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

City of Livermore, a municipal corporation

hereby GRANTS (S) to

Redevelopment Agency of the City of Livermore, a Public Body Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550

The following described real property in the City of **Livermore**, County of **Alameda**, State of California:

See Exhibit "A" Attached hereto and made a part hereof.

DATED: October 27, 2008

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ 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 with in 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 the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature: _____

By: _____
James W. Piper, Assistant City Manager
City of Livermore

City Clerk's Office
NOV 26 2008
City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.

On November 6, 2008 before me, SUSAN GIBBS, INTERIM CITY CLERK,

personally appeared James W. Piper, Assistant City Manager,
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 Susan Gibbs

EXHIBIT A

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

PARCEL ONE:

Beginning at the intersection of the Western line of North Livermore Avenue with the Northern line of the strip of land (100.00 feet wide) of the Central Pacific Railway Company and running thence along said Northern line South 69° 30′ 00″ West, 190.86 feet to the Northeastern line of the parcel of land conveyed by William M. Mendenhall to Western Pacific Railway Company, dated April 19, 1870, recorded May 11, 1870, Book 55 of Deeds, Page 50, Alameda County Records; thence along last said line and the extension thereof North 50° 59′ 30″ West, 123.49 feet to the Southern line of Railroad Avenue; thence along the Southern line South 69° 30′ 00″ West, 458.48 feet to the Eastern line of North "L" Street; thence along said Eastern line South 20° 30′ 00″ East, 356.47 feet to the Southeasterly line of the aforesaid parcel of land, described in the deed, dated April 19, 1870 from C. J. Steven, et al., to Western Pacific Railroad Company; thence along the Southeasterly line North 69° 30′ 00″ East, 281.81 feet to the most Southerly corner of the parcel of land described in the deed, dated April 19, 1870 from C. J. Steven, et al, to Western Pacific Railroad Company, recorded March 18, 1871, Book 64 of Deeds, Page 340, Alameda County Records; thence North 61° 33′ 38″ East along the southeasterly line of last said deed 468.17 feet to the Westerly line of North Livermore Avenue; thence along said Western line North 39° 10′ 40″ West, 90.14 feet, South 69° 30′ 00″ West, 4.09 feet and North 20′ 30′ 00″ West, 100.00 feet to the point of beginning.

EXCEPTING THEREFROM:

A.) All that portion of said property lying below a depth of 500 feet (without surface entry rights, however), as excepted in the deed to Southern Pacific Transportation to Southern Pacific Development Company, as recorded July 15, 1974, Official Records, Series No. 74-091689.

B.) All that portion conveyed to the City of Livermore by Quitclaim Deed from Stephen B. Bley et al, as recorded February 8, 1984, Official records, Series No. 84-25969.

PARCEL TWO:

Beginning at a point on a line drawn parallel with and distant (right angle measure) Northwesterly 125.00 feet from the Northwestern line of West First Street, formerly First Street, as said street now exists, distant thereon said line South 69° 30′ 00″ West, 294.26 feet from the intersection thereof with the Eastern line of Rancho El Valle de San Jose; running thence North 28° 26′ 22″ West, 154.42 feet to the actual point of beginning; thence South 61° 33′ 38″ West, 245.11 feet; thence South 69° 30′ 00″ West, 60.00 feet; thence South 20° 30′ 00″ East, 80.00 feet; thence North 69° 30′ 00″ East, 60.00 feet; thence South 20° 30′ 00″ East, 4.00 feet; thence North 69° 30′ 00″ East, 259.20 feet; thence North 28° 26′ 22″ West, 119.00 feet to the actual point of beginning.

PARCEL THREE:

Non-exclusive reciprocal easements appurtenant to Parcel One and Two above for a term of 52 years from November 7, 1975, as granted in that certain Agreement by and between Southern Pacific Development Company and Eva Burnham, et al, upon the terms and conditions contained therein, recorded May 18, 1979, Official Records, Series No. 79-095080.

APN: 098-0289-012-08

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated October 27, 2008, from the City of Livermore, (APN 098-0289-012-08) to the Redevelopment Agency of the City of Livermore, is hereby accepted by the undersigned Secretary on behalf of the Redevelopment Agency of the City of Livermore pursuant to authority conferred by Resolution No. RA-3-89 of the Redevelopment Agency of the City of Livermore adopted on January 23, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: November 6, 2008

Susan Gibbs

Susan Gibbs, Interim Secretary
Redevelopment Agency of
the City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A COOPERATION AGREEMENT WITH THE CITY OF LIVERMORE TO ACCEPT A LOAN OF $10,969,743 FOR THE PURCHASE OF 2009-2111 RAILROAD AVENUE (APN 098-0289-012-08)

It is desirable for the Redevelopment Agency of the City of Livermore ("Agency") to purchase the real property located at 2009-2111 Railroad Avenue (APN 098-0289-012-08) from the City of Livermore.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Livermore that the Executive Director is authorized on behalf of the Redevelopment Agency to enter into a Cooperation and Repayment Agreement on behalf with the City of Livermore to accept a loan of $10,969,743 for the purchase of 2009-2111 Railroad Avenue.

On the motion of Agencymember Williams, seconded by Agencymember Leider, the foregoing resolution was passed and adopted on the 4th day of August, 2008, by the following vote:

AYES: Agencymembers Horner, Leider, Williams, Vice Chair Marchand
NOES: None
ABSENT: Chairperson Kamena
ABSTAIN: None

ATTEST:

SECRETARY
ALICE CALVERT

APPROVED AS TO FORM:

ASSISTANT GENERAL COUNSEL
AMARA MORRISON

DATE: August 5, 2008

08-337
C

COOPERATION AND REPAYMENT AGREEMENT
(2009-2111 Railroad Avenue—Livermore Village)

This Agreement is entered into as of the 4th day of August 2008, by and between the City of Livermore, a municipal corporation ("City") and the Redevelopment Agency of the City of Livermore, a body corporate and politic ("Agency") regarding the purchase of the property located at 2009-2111 Railroad Avenue, Livermore, California ("Property").

RECITALS

A. The Amended and Restated Redevelopment Plan for the Livermore Redevelopment Project, as adopted on July 12, 1982, by Ordinance No. 1114 (Original Project Area) and thereafter amended and restated December 21, 1992, by Ordinance No. 1398 (Expansion Area); amended November 14, 1994, by Ordinance No. 1435 (Establishing and Amending Certain Time Limits – AB 1290); amended August 11, 2003, by Ordinance No. 1696 (Eliminating Certain Time Limits – SB 211); amended November 10, 2003, by Ordinance No. 1703 (Amending Certain Time Limits); and amended October 11, 2004, by Ordinance No. 1739 (Second Amendment), collectively referred to in this Agreement as the "Redevelopment Plan," affecting the Livermore Redevelopment Project Area (the "Project Area").

B. The Agency is vested with the responsibility for formulating and carrying out necessary redevelopment projects within the Project Area.

C. The Downtown Specific Plan identifies public improvement strategies that are integral to Downtown's envisioned revitalization, including the establishment of a catalyst zone at Livermore Village and identifying the Property as a location for immediate investment. The Downtown Specific Plan strategy relies on the City as an early investor in its own revitalization effort, by participating in key projects or opportunity sites that will make a difference in Downtown, specifically, the development of Livermore Village, which would maximize project affordability and potential tax increment.

D. On May 13, 2005, the City loaned Livermore Village I, LLC, Developer of Livermore Village (Developer), $8,000,000 as a bridge loan for acquisition of the Property. On May 12, 2008, the Developer agreed to sell its interest in the Property to the City for $10,100,000. The City purchased the Property, which was fully entitled for development as a key redevelopment mixed use project meeting the goals of the Downtown Specific Plan. As entitled, the project would provide that at least 10% of the housing units created will be affordable to lower income households. As of May 12, 2008, the City's Affordable Housing funds in the project totaled $12,437,874 including principal and interest accrued under the Promissory Note between Developer and City. City has appropriated an additional $100,000 to cover carrying costs associated with the purchase of the Property.

E. Pursuant to Health and Safety Code § 33220, the City agrees to transfer title to the Property to the Agency and Agency agrees to reimburse the City the costs of the Property's acquisition in an effort to revitalize this area of the downtown and in an effort to provide for more affordable housing in the downtown and, to this end, the Agency and the City will enter into this Cooperation Agreement to facilitate the Agency's reimbursement obligations stated herein.

F. The Agency agrees to reimburse to the City the cost of the property in the amount of $10,969.743. This amount includes $8,000,000 originally loaned for the acquisition plus 3.5 percent interest ($869,743) for three years that would have been earned on the funds in the Affordable Housing Fund, plus the $2,100,000 in additional principal for acquiring the site from Livermore Village, LLC.

G. Further, both the Agency and the City have undertaken many land use planning, land acquisition and development commitments to this project including the processing of all necessary land use entitlements to develop the property; and

H. It is anticipated that the Agency will enter into a Disposition and Development Agreement with a developer which will construct a mixed-use development consisting of retail space, a variety of housing types, including live-work and flex units, and potentially a regional performing arts theater (the "Project").

I. The City and the Agency desire to enter into this Agreement for the following purposes:

(i) To set forth activities, services, and facilities that the City will render for and make available to the Agency in furtherance of the activities and functions of the Agency under the Community Redevelopment Law in connection with the Property; and

(ii) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency for the Property.

AGREEMENT

1. PURPOSE

The purpose of this Agreement is to establish a mechanism for repayment of the consideration provided by the City for the transfer of title to the Property to the Agency, as more fully set forth in Section 4, in order to facilitate the redevelopment of the Property.

2. REPAYMENT AMOUNT

In consideration for the transfer of title to the Property from the City to the Agency, the Agency promises and agrees to reimburse the City the costs of acquiring the Property in the amount of $10,969,743.00 (Ten Million, Nine Hundred and Sixty-

Nine Thousand, Eight Hundred and Seventy-Four Dollars). City agrees to transfer fee title to the Property to the Agency within five (5) days of approval of this Agreement.

3. TERM OF AGREEMENT

Subject to Section 4 below, this Agreement shall be in full force and effect for a period beginning as of the date first above written and continuing until the earlier of (i) all repayment obligations of the Agency to the City are satisfied in full in accordance with the terms of this Agreement, or (ii) the expiration date of the Redevelopment Plan.

4. REPAYMENT

(a) Proceeds. Any proceeds upon sale of the property or a portion thereof by the Agency will be paid to the City Housing Division. Any remaining balance owed shall be paid in annual payments as noted in section (b) below.

(b) Annual Payment. Beginning with fiscal year 2013/2014, the Agency shall repay the Loan in ten (10) annual installments (the "Agency Payment") on or before January 31 of each fiscal year (the "Payment Date") from funds generated by tax increment arising out of the redevelopment of the Property. However, if the Property (or any portion thereof) is sold or disposed of by the Agency, the full amount of the outstanding principal and interest due under this Agreement shall be paid within 60 days of sale or disposition by Agency to City as provided in this Section 4. Specifically, the Agency agrees to reimburse the City's Affordable Housing Fee Fund F611. (LMC § 3.26.070). In the event the Agency sells the property for more than the repayment amount, the parties agree that the Agency will retain the difference between the repayment amount (and any accrued interest) and the sales price, which will be deposited into the Redevelopment Agency Housing Fund (F581).

(c) Interest. The principal balance of this Note shall bear simple interest from the date of disbursement at the Local Agency Investment Fund (LAIF) rate established for the Affordable Housing Fund (F611) per annum until repaid.

(d) New Payment Schedule. If on January 1, 2013 the Agency determines that its revenues will be insufficient to repay the remaining principal balance and accrued interest of the Loan in full, the City and the Agency shall meet and negotiate in good faith a new method for the repayment of the Loan.

5. SUBORDINATION

It is agreed by the parties hereto that all repayments to the City pursuant to this Agreement are subordinated to any and all payments necessary to satisfy existing debt of the Agency and to any and all payments necessary to satisfy the Agency's obligations in connection with existing bonds or bonds which may be issued in the future or to the extent necessary for any bonded indebtedness for which the Agency has pledged as a security or source of repayment tax increment generated within the Project Area.

6. INDEBTEDNESS

The Agency's obligations under this Agreement shall constitute an indebtedness of the Agency within the meaning of Health and Safety Code Section 33670 et seq.

7. VALIDITY OF AGREEMENT

If any provisions of this Agreement, or the application thereof to any person, party, transaction, or circumstance, is held invalid, the remainder of this Agreement, or the application of such provision to other persons, parties, transactions or circumstances, shall not be affected thereby.

8. AMENDMENT

This Agreement may be amended provided such amendment is in writing and is signed by both parties to this Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Livermore, as authorized by resolution of the City Council of the City of Livermore, has caused the name of the City of Livermore to be affixed to this Agreement, and the Executive Director of the Livermore Redevelopment Agency, as authorized by resolution of the Agency, has caused the name of the Redevelopment Agency of the City of Livermore to be affixed to this Agreement on the above date.

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE

By: _____
Executive Director

Approved as to form:

_____ for
Agency Counsel

CITY OF LIVERMORE

By: _____
City Manager

Approved as to form:

_____
City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A COOPERATION AGREEMENT WITH THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE TO LOAN THE AGENCY $10,969,743 FOR THE PURCHASE OF 2009-2111 RAILROAD AVENUE (APN 098-0289-012-08)

In May 2005, the City loaned Developer Livermore Village I, LLC $8,000,000 as a bridge loan for acquisition of the property; and

On May 12, 2008, the Developer agreed to sell its interest in the property to the City for $10,100,000; and

The total value of the Affordable Housing Funds in the property totals $10,969,743; and

The Redevelopment Agency intends to enter into a Disposition and Development Agreement with a developer to construct a mixed-use development consisting of retail space, a variety of housing types, and potentially a regional performing arts theater.

NOW, THEREFORE, BE IT RESOLVED by the Livermore City Council that the City Manager is authorized on behalf of the City of Livermore to enter into a Cooperation and Repayment Agreement with the Redevelopment Agency of the City of Livermore to loan the Agency $10,969,743 for the purchase of 2009-2111 Railroad Avenue.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign all documents as may be necessary to assist the Redevelopment Agency of the City of Livermore to purchase the property at 2009-2111 Railroad Avenue.

On the motion of Councilmember Horner, seconded by Councilmember Leider, the foregoing resolution was passed and adopted on the 4th day of August, 2008, by the following vote:

AYES Councilmembers Horner, Leider, Williams, Vice Mayor Marchand
NOES: None
ABSENT: Mayor Kamena
ABSTAIN: None

ATTEST & DATE:

CITY CLERK
ALICE CALVERT

APPROVED AS TO FORM:

SPECIAL COUNSEL
AMARA MORRISON

DATE: August 5, 2008

RESOLUTION NO. 2008-171

RECORDING REQUESTED BY:

Old Republic Title Company

Order #: 1117005314-JM
APN #: 098-0289-012-08

WHEN RECORDED MAIL TO

City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

6

2008180843 06/06/2008 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

DA
4
pm

4 PGS

SPACE ABOVE THIS LINE FOR RECORDERS USE

Gov Do Fee 27383

Grant Deed

The undersigned grantor(s) declare(s):
Documentary transfer tax is $: R&T Governmental Agency Acquiring Title
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of Livermore

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Livermore Village I, LLC, a Delaware limited liability company

hereby GRANT(S) to
City of Livermore , a Municipal corporation

that property in City of Livermore, Alameda County, State of California, described as:
This Deed is an absolute conveyance, the Grantor having sold said land to the Grantee for a fair and adequate consideration, such consideration in addition to that above recited, being full satisfaction of all obligations secured by the Deed of Trust executed by Livermore Village I, LLC to Old Republic Title Company as Trustee, recorded as Recorder's Serial Number 2005-203325, Official Records of Alameda County.Grantor declares that this conveyance is freely and fairly made and that there are no agreements, oral or written, other than this Deed, between Grantor and Grantee with respect to said land.See "Exhibit A" attached hereto and made a part hereof.
Mail Tax Statements to Grantee at address above

Date May 29, 2008

LIVERMORE VILLAGE I, LLC,
a Delaware limited liability company
By: AndersonPacific, LLC
a Delaware limited liability company
Its Manager

By: _____
James R. Anderson
Managing Member

State of California

County of Los Angeles

On JUNE 4th 2008 before me, CHARANJIT K. SINGH, a Notary Public, personally appeared James R. Anderson, 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.

Charanjit K. Singh
Comm. #1746868
Notary Public - California
Los Angeles County
Comm. Exp. Jun 19, 2011

CHARANJIT K. SINGH
Commission # 1746868
Notary Public - California
Los Angeles County
My Comm. Expires Jun 19, 2011

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 _____

Name CHARANJIT K. SINGH
(typed or printed)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT A

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

PARCEL ONE:

Beginning at the intersection of the Western line of North Livermore Avenue with the Northern line of the strip of land (100.00 feet wide) of the Central Pacific Railway Company and running thence along said Northern line South 69° 30′ 00″ West, 190.86 feet to the Northeastern line of the parcel of land conveyed by William M. Mendenhall to Western Pacific Railway Company, dated April 19, 1870, recorded May 11, 1870, Book 55 of Deeds, Page 50, Alameda County Records; thence along last said line and the extension thereof North 50° 59′ 30″ West, 123.49 feet to the Southern line of Railroad Avenue; thence along the Southern line South 69° 30′ 00″ West, 458.48 feet to the Eastern line of North "L" Street; thence along said Eastern line South 20° 30′ 00″ East, 356.47 feet to the Southeasterly line of the aforesaid parcel of land, described in the deed, dated April 19, 1870 from C. J. Steven, et al., to Western Pacific Railroad Company; thence along the Southeasterly line North 69° 30′ 00″ East, 281.81 feet to the most Southerly corner of the parcel of land described in the deed, dated April 19, 1870 from C. J. Steven, et al, to Western Pacific Railroad Company, recorded March 18, 1871, Book 64 of Deeds, Page 340, Alameda County Records; thence North 61° 33′ 38″ East along the southeasterly line of last said deed 468.17 feet to the Westerly line of North Livermore Avenue; thence along said Western line North 39° 10′ 40″ West, 90.14 feet, South 69° 30′ 00″ West, 4.09 feet and North 20′ 30′ 00″ West, 100.00 feet to the point of beginning.

EXCEPTING THEREFROM:

A.) All that portion of said property lying below a depth of 500 feet (without surface entry rights, however), as excepted in the deed to Southern Pacific Transportation to Southern Pacific Development Company, as recorded July 15, 1974, Official Records, Series No. 74-091689.

B.) All that portion conveyed to the City of Livermore by Quitclaim Deed from Stephen B. Bley et al, as recorded February 8, 1984, Official records, Series No. 84-25969.

PARCEL TWO:

Beginning at a point on a line drawn parallel with and distant (right angle measure) Northwesterly 125.00 feet from the Northwestern line of West First Street, formerly First Street, as said street now exists, distant thereon said line South 69° 30′ 00″ West, 294.26 feet from the intersection thereof with the Eastern line of Rancho El Valle de San Jose; running thence North 28° 26′ 22″ West, 154.42 feet to the actual point of beginning; thence South 61° 33′ 38″ West, 245.11 feet; thence South 69° 30′ 00″ West, 60.00 feet; thence South 20° 30′ 00″ East, 80.00 feet; thence North 69° 30′ 00″ East, 60.00 feet; thence South 20° 30′ 00″ East, 4.00 feet; thence North 69° 30′ 00″ East, 259.20 feet; thence North 28° 26′ 22″ West, 119.00 feet to the actual point of beginning.

PARCEL THREE:

Non-exclusive reciprocal easements appurtenant to Parcel One and Two above for a term of 52 years from November 7, 1975, as granted in that certain Agreement by and between Southern Pacific Development Company and Eva Burnham, et al, upon the terms and conditions contained therein, recorded May 18, 1979, Official Records, Series No. 79-095080.

APN: 098-0289-012-08

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, APN 098-0289-012-08 dated June 6, 2008, from Livermore Village I, LLC, a Delaware Limited Liability Company, to the City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: June 3, 2008

Alice Calvert, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

EXHIBIT 3.3

Attachment - Driveway

RE 6-17-15

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

August 31, 2012

Mr. Eric Uranga, Assistant Community Development Director
City of Livermore
Community Development Department
1052 South Livermore Avenue
Livermore, CA 94550

Dear Mr. Uranga:

Subject: Housing Assets Transfer Form

Pursuant to Health and Safety Code (HSC) section 34176 (a) (2), the City of Livermore (City) submitted a Housing Assets Transfer Form (Form) to the California Department of Finance (Finance) on August 1, 2012 for the period February 1, 2012 through August 1, 2012.

HSC section 34176 (e) defines a housing asset. Assets transferred deemed not to be a housing asset shall be returned to the successor agency. Finance has completed its review of your Form, which may have included obtaining clarification for various items. Based on a sample of line items reviewed and the application of law, Finance is objecting to the following assets or transfer of assets identified on your Form:

- Exhibit A, Footnote – Table 1: Last property listed, 2324 Second Street, is a commercial property not designated for housing. Furthermore, property was purchased with City Certificates of Participation and should not have been listed with the former Redevelopment Agency's assets.

- Exhibit A, Footnote – Table 1 and 2: Three properties, 241 North M Street, 2121 Railroad Avenue, and 2093 Railroad Avenue were transferred to the City prior to February 1, 2012; therefore, these items were not included in our review. HSC 34176 (a) (2) states the list shall include assets transferred between February 1, 2012, and the date upon which the list is created

- Exhibit B, Item 1 – Cash: Unencumbered cash balance of $929,432 should be returned to the successor agency pursuant to HSC section 34177 (d) to be remitted to the County Auditor-Controller for distribution to the taxing entities.

Except for the items disallowed as noted above, Finance is not objecting to the remaining items, if any, listed on your Form. If you disagree with our determination with respect to any items on the Form, you may request a Meet and Confer within five business days of receiving this letter.

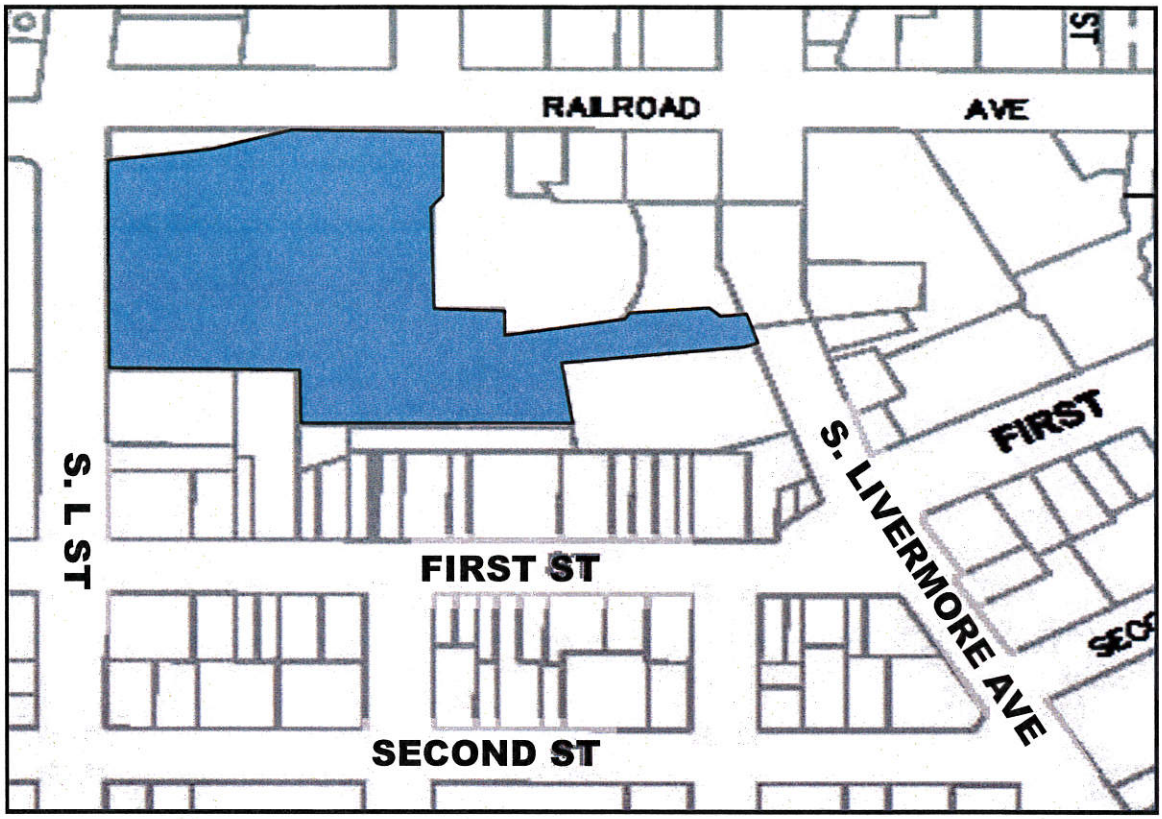
Please direct inquiries to Beliz Chappuie, Supervisor or Cindie Lor, Lead Analyst at (916) 445-1546.

Sincerely,

STEVE SZALAY
Local Government Consultant

cc: Ms. Francis Reisner, Housing Specialist, City of Alameda
Ms. Carol S. Orth, Tax Analyst, Division Chief, Alameda County
California State Controller's Office

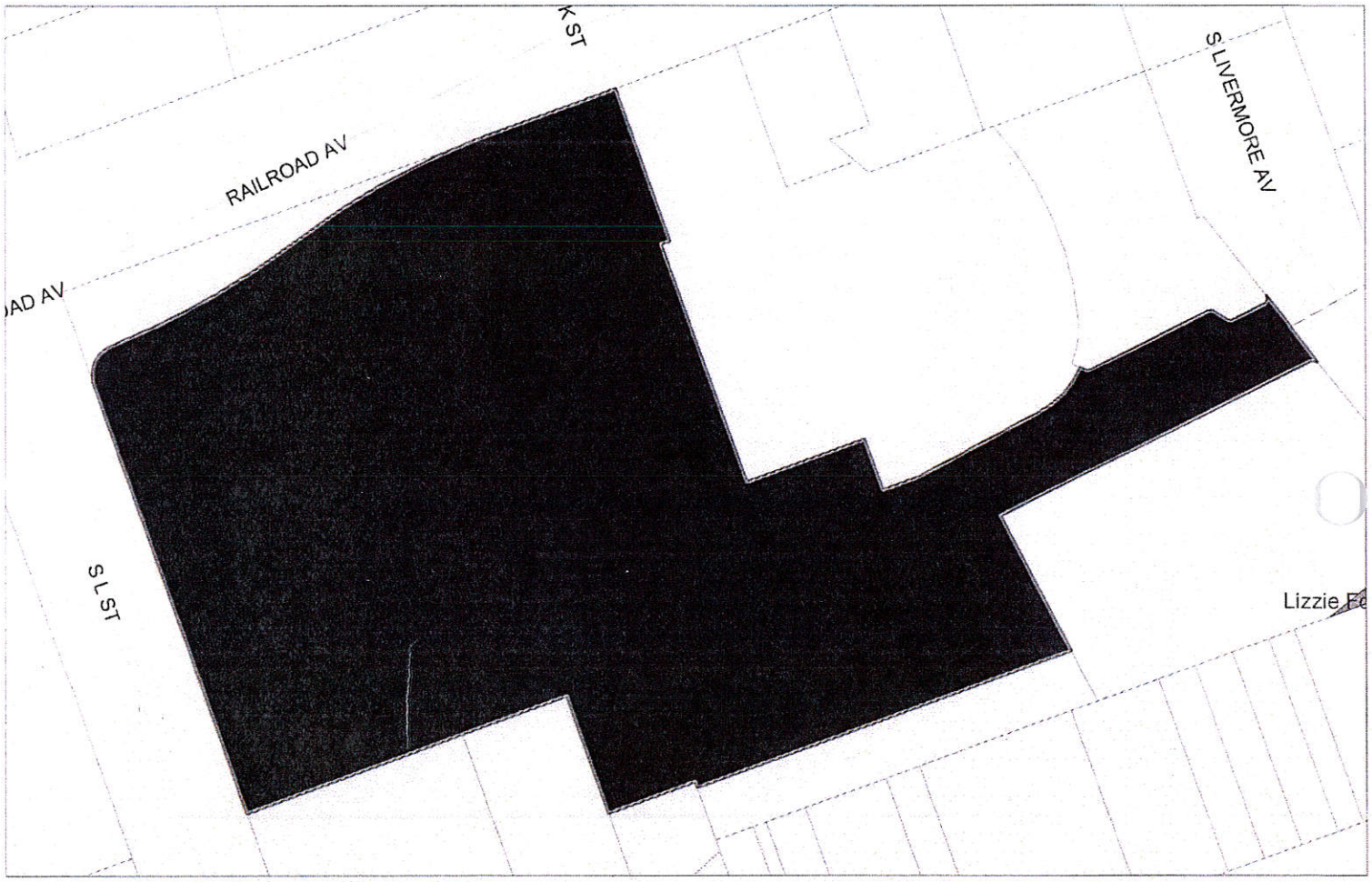
EXHIBIT A.1



2093 Railroad Avenue and 20-22 South L Street
(Livermore Village site)
APN: 098-0289-021-00

City of Livermore, CA APN: 098-0289-021-00 ADDRESS: 20-22 S L St. & 2093 Railroad Ave

(Property was APN 098-0289-012-08 at time acquired)
(Parcel Map 9926 created current parcel)



SCALE 1 : 1,300

100 0 100 200 300
FEET

N

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

8

2011089523 03/23/2011 04:17 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

8 PGS

cc:HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 098-0289-012-08 & 098-0289-012-06

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

The Redevelopment Agency of the City of Livermore, a public body, corporate and politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERE OF, SUBJECT TO THE COVENANTS AND RESTRICTIONS IN EXHIBIT "B" ATTACHED HERETO.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared
_____

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

_____

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

EXHIBIT A

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

PARCEL ONE:

Beginning at the intersection of the Western line of North Livermore Avenue with the Northern line of the strip of land (100.00 feet wide) of the Central Pacific Railway Company and running thence along said Northern line South 69° 30′ 00″ West, 190.86 feet to the Northeastern line of the parcel of land conveyed by William M. Mendenhall to Western Pacific Railway Company, dated April 19, 1870, recorded May 11, 1870, Book 55 of Deeds, Page 50, Alameda County Records; thence along last said line and the extension thereof North 50° 59′ 30″ West, 123.49 feet to the Southern line of Railroad Avenue; thence along the Southern line South 69° 30′ 00″ West, 458.48 feet to the Eastern line of North "L" Street; thence along said Eastern line South 20° 30′ 00″ East, 356.47 feet to the Southeasterly line of the aforesaid parcel of land, described in the deed, dated April 19, 1870 from C. J. Steven, et al., to Western Pacific Railroad Company; thence along the Southeasterly line North 69° 30′ 00″ East, 281.81 feet to the most Southerly corner of the parcel of land described in the deed, dated April 19, 1870 from C. J. Steven, et al, to Western Pacific Railroad Company, recorded March 18, 1871, Book 64 of Deeds, Page 340, Alameda County Records; thence North 61° 33′ 38″ East along the southeasterly line of last said deed 468.17 feet to the Westerly line of North Livermore Avenue; thence along said Western line North 39° 10′ 40″ West, 90.14 feet, South 69° 30′ 00″ West, 4.09 feet and North 20′ 30′ 00″ West, 100.00 feet to the point of beginning.

EXCEPTING THEREFROM:

A.) All that portion of said property lying below a depth of 500 feet (without surface entry rights, however), as excepted in the deed to Southern Pacific Transportation to Southern Pacific Development Company, as recorded July 15, 1974, Official Records, Series No. 74-091689.

B.) All that portion conveyed to the City of Livermore by Quitclaim Deed from Stephen B. Bley et al, as recorded February 8, 1984, Official records, Series No. 84-25969.

PARCEL TWO:

Beginning at a point on a line drawn parallel with and distant (right angle measure) Northwesterly 125.00 feet from the Northwestern line of West First Street, formerly First Street, as said street now exists, distant thereon said line South 69° 30′ 00″ West, 294.26 feet from the intersection thereof with the Eastern line of Rancho El Valle de San Jose; running thence North 28° 26′ 22″ West, 154.42 feet to the actual point of beginning; thence South 61° 33′ 38″ West, 245.11 feet; thence South 69° 30′ 00″ West, 60.00 feet; thence South 20° 30′ 00″ East, 80.00 feet; thence North 69° 30′ 00″ East, 60.00 feet; thence South 20° 30′ 00″ East, 4.00 feet; thence North 69° 30′ 00″ East, 259.20 feet; thence North 28° 26′ 22″ West, 119.00 feet to the actual point of beginning.

PARCEL THREE:

Non-exclusive reciprocal easements appurtenant to Parcel One and Two above for a term of 52 years from November 7, 1975, as granted in that certain Agreement by and between Southern Pacific Development Company and Eva Burnham, et al, upon the terms and conditions contained therein, recorded May 18, 1979, Official Records, Series No. 79-095080.

APN: 098-0289-012-08 & 098-0289-012-06

EXHIBIT "B"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51:11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 098-0289-012-08 and 098-0289-012-06) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

PARCEL MAP 9926

A SUBDIVISION OF PARCEL ONE AND PARCEL TWO DESCRIBED IN THE GRANT DEED RECORDED NOVEMBER 10, 2008, INSTRUMENT NO. 2008-327044 AND THAT CERTAIN PARCEL OF LAND DESCRIBED IN GRANT DEED RECORDED MAY 13, 2009, INSTRUMENT NO. 2009-152076, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA.

CITY OF LIVERMORE – ALAMEDA COUNTY – CALIFORNIA

SCALE 1" = [redacted] 60' SEPTEMBER 2009

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
1235 Quarry Lane, Suite 145 Phone (925) 249-8555
Pleasanton, California 94566 Fax (925) 249-8553

OWNER'S STATEMENT

THE UNDERSIGNED, HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED "PARCEL MAP 9926, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF TWO (2) SHEETS, THIS STATEMENT BEING ON SHEET ONE THEREOF, THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DO CONSENT TO THE MAKING AND FILING OF SAID MAP.

AND THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER AN EASEMENT FOR PUBLIC ACCESS FOR THE INGRESS AND EGRESS OF PEDESTRIANS ALONG WITH THE RIGHT TO CONSTRUCT AND MAINTAIN FACILITIES FOR PEDESTRIAN ACCESS ACROSS AND OVER PARCEL 2 AND THOSE STRIPS OF LAND SHOWN HEREON AS "PUBLIC ACCESS EASEMENT (P.A.E.)".

THIS MAP SHOWS OR NOTES ALL EASEMENTS EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREON EMBODIED MAP.

OWNER: REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, A PUBLIC BODY CORPORATE AND POLITIC

BY Linda Barton

PRINT NAME Linda Barton

TITLE Executive Director

OWNER'S ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS
COUNTY OF ALAMEDA)

ON November 23, 2009, BEFORE ME, Roberta A. Mathews (HERE INSERT NAME OF THE OFFICER), A Notary Public (HERE INSERT TITLE OF THE OFFICER)

PERSONALLY APPEARED Linda Barton

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 BY HIS/HER/THEIR SIGNATURES 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

SIGNATURE: Roberta A. Mathews

PRINTED NAME: Roberta A Mathews

COMMISSION NUMBER: 1816775

COMMISSION EXPIRES: October 25, 2012

PRINCIPAL PLACE OF BUSINESS: Alameda COUNTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE IN AUGUST 2009.

I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN IN ACCORDANCE WITH THE SATISFACTORY ASSURANCE GIVEN BY THE SUBDIVIDER ON OR BEFORE MARCH 2010, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I FURTHER STATE THAT "PARCEL MAP 9926, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA" IS A SUBDIVISION INTO LOTS OR PARCELS OF LAND CONTAINING 5.5657 ACRES MORE OR LESS.

Timothy Kelly
TIMOTHY KELLY, L.S. 7089
LICENSE EXPIRATION DATE: 12/31/10

LICENSED LAND SURVEYOR
TIMOTHY KELLY
Exp. 12-31-2010
No. 7089
STATE OF CALIFORNIA

9/17/09
DATE

CITY ENGINEER'S STATEMENT:

I, CHERI RENE SHEETS, CITY ENGINEER OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 9926, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. THIS MAP WAS PROCESSED UNDER THE PARCEL MAP WAIVER PROCEDURE.

Cheri R Sheets
CHERI RENE SHEETS, R.C.E. 38751
REGISTRATION EXPIRATION DATE: 03/31/11
CITY ENGINEER, CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
CHERI R. SHEETS
No. 38751
Exp. 3/11
CIVIL
STATE OF CALIFORNIA

11/12/09
DATE

I, LAWRENCE K. SAMPSON, A LICENSED LAND SURVEYOR FOR THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 9926, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Lawrence K Sampson
LAWRENCE K. SAMPSON, L.S. 4238
LICENSE EXPIRATION DATE: 06/30/10

LICENSED LAND SURVEYOR
LAWRENCE K. SAMPSON
Exp. 6/30/10
4238
STATE OF CALIFORNIA

9/18/09
DATE

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

PARCEL MAP 9926 CONFORMS WITH THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND WAS PROCESSED IN ACCORDANCE WITH THE SUBDIVISION MAP ACT SECTION 66428(b).

Marc Roberts
MARC ROBERTS
DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

CITY CLERK'S STATEMENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF ALAMEDA)

ON THIS 19 DAY OF November, 2009, BEFORE ME, SUSAN M. GIBBS, CITY CLERK, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, PERSONALLY APPEARED MARC ROBERTS, PERSONALLY KNOWN TO ME TO BE THE DIRECTOR OF COMMUNITY DEVELOPMENT OF THE CITY OF LIVERMORE, AND IS THE PERSON AUTHORIZED BY THE CITY OF LIVERMORE MUNICIPAL CODE TO APPROVE THIS PARCEL MAP WAIVER.

I FURTHER CERTIFY THAT, THE INTEREST IN ALL THOSE PARCELS OF LANDS, EASEMENTS AND OTHER LEGAL INTERESTS IN LAND OFFERED FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER, IS HEREBY ACCEPTED BY THE UNDERSIGNED CITY CLERK ON BEHALF OF THE CITY COUNCIL PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION NO. 1-65 OF THE CITY COUNCIL ADOPTED ON JANUARY 4, 1965.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 19 DAY OF November, 2009.

Susan M Gibbs
SUSAN M. GIBBS,
CITY CLERK AND CLERK OF THE CITY COUNCIL
CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISOR'S STATEMENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF ALAMEDA)

I, CRYSTAL HISHIDA-GRAFF, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY STATE, AS CHECKED BELOW THAT:

[ ] AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF THE SAID COUNTY AND STATE IN THE AMOUNT OF $_____, CONDITIONED FOR THE PAYMENT OF ALL THE TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE, AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

[ ] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID, AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

[√] EXEMPT

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 18th DAY OF February, 2010

CRYSTAL HISHIDA-GRAFF
CLERK OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: Tania Ramos
DEPUTY COUNTY CLERK

BOARD OF SUPERVISORS
ALAMEDA COUNTY, CAL.

COUNTY RECORDER'S STATEMENT:

FILED THIS 23rd DAY OF February, 2010 AT 11:17 A.M., IN BOOK 316 OF MAPS, AT PAGES 41-42, INCLUSIVE, RECORDER'S SERIES NO. 2010048958 AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: $17.00 PAID

PATRICK O'CONNELL
COUNTY RECORDER IN AND FOR THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

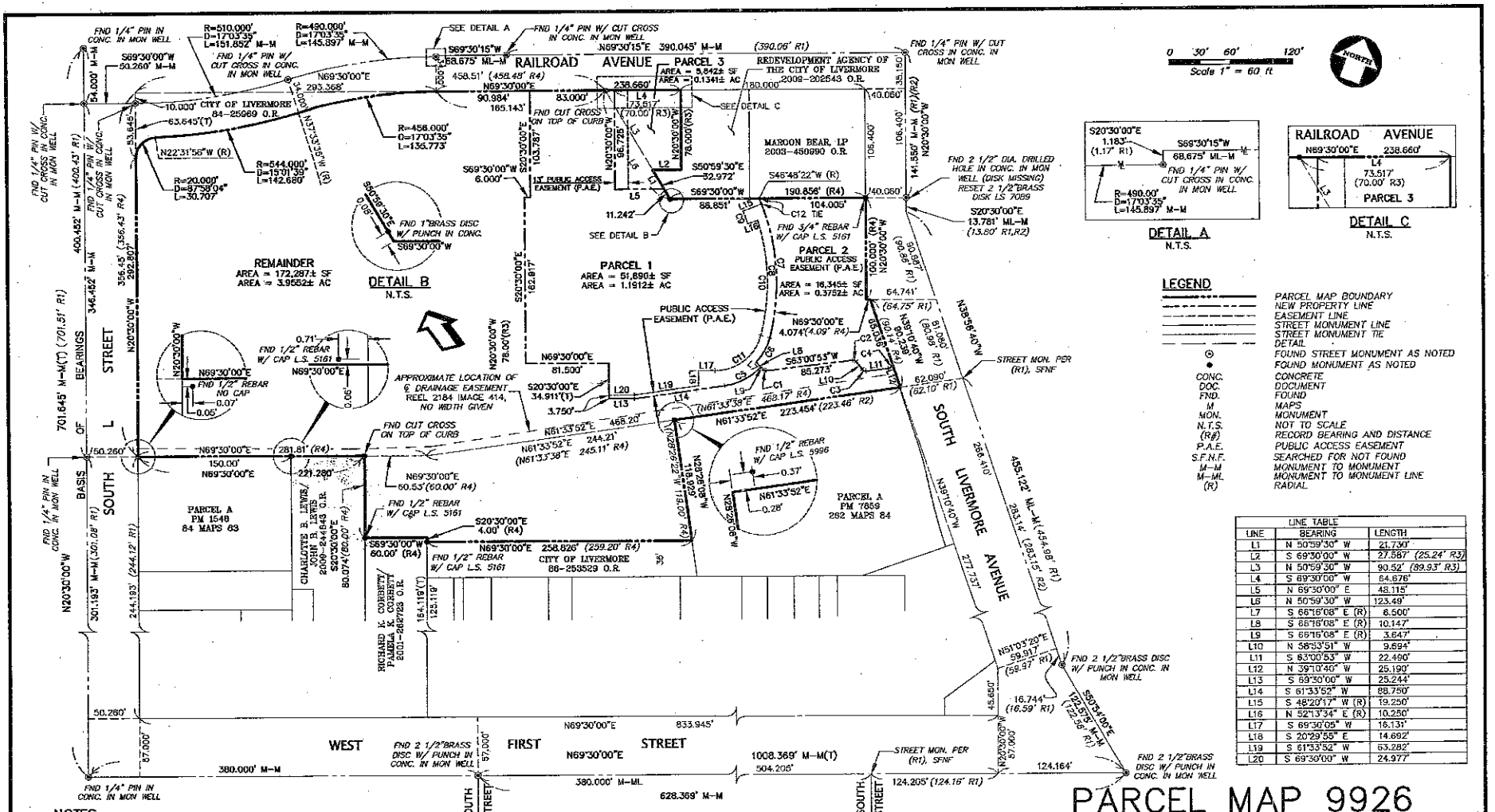
BY: F Dalio
DEPUTY COUNTY RECORDER

JOB NO.: A07659-3

134287

SHEET 1 OF 2 SHEETS

Z:\2007\A07659-3\survey\A07659-3 PM.dwg 9/17/2009 9:34:29 AM PDT



DETAIL A
N.T.S.

DETAIL C
N.T.S.

LEGEND

	PARCEL MAP BOUNDARY
	NEW PROPERTY LINE
	EASEMENT LINE
	STREET MONUMENT LINE
	STREET MONUMENT TIE
	DETAIL
⊙	FOUND STREET MONUMENT AS NOTED
●	FOUND MONUMENT AS NOTED
CONC.	CONCRETE
DOC.	DOCUMENT
FND.	FOUND
M	MAPS
MON.	MONUMENT
N.T.S.	NOT TO SCALE
(R#)	RECORD BEARING AND DISTANCE
P.A.E.	PUBLIC ACCESS EASEMENT
S.F.N.F.	SEARCHED FOR NOT FOUND
M-M	MONUMENT TO MONUMENT
M-ML	MONUMENT TO MONUMENT LINE
(R)	RADIAL

LINE TABLE

LINE	BEARING	LENGTH
L1	N 50°59'30" W	21.730'
L2	S 69°30'00" W	27.587' (25.24' R3)
L3	N 50°59'30" W	90.52' (89.93' R3)
L4	S 69°30'00" W	64.676'
L5	N 69°30'00" E	48.115'
L6	N 50°59'30" W	123.49'
L7	S 66°16'08" E (R)	8.500'
L8	S 66°16'08" E (R)	10.147'
L9	S 66°16'08" E (R)	3.647'
L10	N 58°53'51" W	9.694'
L11	S 83°00'53" W	22.490'
L12	N 39°10'40" W	25.190'
L13	S 69°30'00" W	25.244'
L14	S 61°33'52" W	88.750'
L15	S 48°20'17" W (R)	19.250'
L16	N 52°13'34" E (R)	10.250'
L17	S 69°30'05" W	16.131'
L18	S 20°29'55" E	14.692'
L19	S 61°33'52" W	63.282'
L20	S 69°30'00" W	24.977'

NOTES

1. ALL DISTANCES SHOWN ARE GROUND AND DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.
2. ENCUMBRANCES NOT PLOTTABLE:

   A.) EASEMENT FOR DRAINAGE PIPELINE AND INCIDENTAL PURPOSES IN FAVOR OF CITY OF LIVERMORE, RECORDED MAY 20, 1968, AS REEL 2184 IMAGE 414, SERIAL NUMBER BA54825, OFFICIAL RECORDS ALAMEDA COUNTY RECORDS.

   B.) NONEXCLUSIVE EASEMENT FOR A TERM OF 52 YEARS FOR ROADWAYS, WALKWAYS, INGRESS AND EGRESS OVER AND UPON SUCH AREAS AS MAY BE DEVELOPED FROM TIME TO TIME FOR SUCH PURPOSES IN FAVOR OF "PARCEL 0" (APN 097-0001-030) AND "PARCEL C" (APN 097-0001-031) RECORDED MAY 18, 1979, SERIAL NUMBER 79-095080, OFFICIAL RECORDS.

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	3.000'	50°42'59"	2.656'
C2	4.000'	58°05'16"	4.055'
C3	4.000'	58°05'16"	4.055'
C4	4.000'	102°11'33"	7.134'
C5	61.000'	37°50'00"	40.279'
C6	54.500'	29°14'20"	27.812'
C7	212.000'	37°41'10"	139.442'
C8	212.000'	36°09'15"	133.774'
C9	192.750'	3°53'17"	13.080'
C10	203.000'	32°15'58"	114.319'
C11	45.500'	76°11'22"	60.504'
C12	212.000'	1°31'55"	5.668'

BASIS OF BEARINGS

THE BEARING OF N 20°30'00" W BETWEEN FOUND MONUMENTS ON SOUTH L STREET AS SHOWN ON CITY OF LIVERMORE MONUMENT MAPS WAS TAKEN AS THE BASIS OF ALL BEARINGS SHOWN HEREON.

MAP REFERENCES

(R1) CITY OF LIVERMORE MONUMENT MAPS
(R2) PARCEL MAP 7859, BOOK 262 OF MAPS PAGE 84
(R3) GRANT DEED, INSTRUMENT NUMBER 2009-152076
(R4) GRANT DEED, INSTRUMENT NUMBER 2008-327044
ALL RECORDS OF ALAMEDA COUNTY, CALIFORNIA

PARCEL MAP 9926

A SUBDIVISION OF PARCEL ONE AND PARCEL TWO DESCRIBED IN THE GRANT DEED RECORDED NOVEMBER 10, 2008, INSTRUMENT NO. 2008-327044 AND THAT CERTAIN PARCEL OF LAND DESCRIBED IN GRANT DEED RECORDED MAY 13, 2009, INSTRUMENT NO. 2009-152076, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA.

CITY OF LIVERMORE – ALAMEDA COUNTY – CALIFORNIA

SCALE 1" = 60' SEPTEMBER 2009

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
7333 Quarry Lane, Suite 145 Phone (925) 249-8555
Pleasanton, California 94566 Fax (925) 249-8563

JOB: NO. A07659-3

SHEET 2 OF 2 SHEETS

134288 134289

Z:\2007\A07659-3\survey\A07659-3 PM.dwg 9/17/2009 9:39:06 AM PDT

RECORDING REQUESTED BY
AND
When Recorded Mail Document and Tax Statement To:

City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2008327044 11/10/2008 09:54 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

5 PGS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 098-0289-012-08

08-479 CC: Original Housing

GRANT DEED

No Fee for recording pursuant to Government Code Section 27383

The undersigned grantor(s) declare(s)
Documentary transfer tax is $
[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area X City of Livermore R&T 11911

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

City of Livermore, a municipal corporation

hereby GRANTS (S) to

Redevelopment Agency of the City of Livermore, a Public Body Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550

The following described real property in the City of **Livermore**, County of **Alameda**, State of California:

See Exhibit "A" Attached hereto and made a part hereof.

DATED: October 27, 2008

By: James W. Piper, Assistant City Manager
City of Livermore

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ 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 the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature: _____

City Clerk's Office
NOV 26 2008
City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

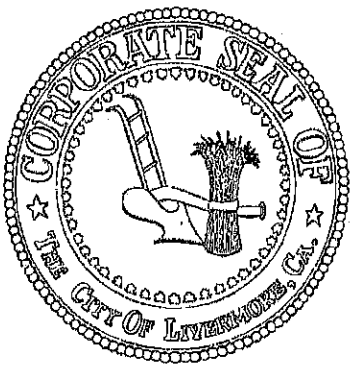
STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On November 6, 2008 before me, SUSAN GIBBS, INTERIM CITY CLERK,

personally appeared James W. Piper, Assistant City Manager,
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 Susan Gibbs

EXHIBIT A

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

PARCEL ONE:

Beginning at the intersection of the Western line of North Livermore Avenue with the Northern line of the strip of land (100.00 feet wide) of the Central Pacific Railway Company and running thence along said Northern line South 69° 30' 00" West, 190.86 feet to the Northeastern line of the parcel of land conveyed by William M. Mendenhall to Western Pacific Railway Company, dated April 19, 1870, recorded May 11, 1870, Book 55 of Deeds, Page 50, Alameda County Records; thence along last said line and the extension thereof North 50° 59' 30" West, 123.49 feet to the Southern line of Railroad Avenue; thence along the Southern line South 69° 30' 00" West, 458.48 feet to the Eastern line of North "L" Street; thence along said Eastern line South 20° 30' 00" East, 356.47 feet to the Southeasterly line of the aforesaid parcel of land, described in the deed, dated April 19, 1870 from C. J. Steven, et al., to Western Pacific Railroad Company; thence along the Southeasterly line North 69° 30' 00" East, 281.81 feet to the most Southerly corner of the parcel of land described in the deed, dated April 19, 1870 from C. J. Steven, et al, to Western Pacific Railroad Company, recorded March 18, 1871, Book 64 of Deeds, Page 340, Alameda County Records; thence North 61° 33' 38" East along the southeasterly line of last said deed 468.17 feet to the Westerly line of North Livermore Avenue; thence along said Western line North 39° 10' 40" West, 90.14 feet, South 69° 30' 00" West, 4.09 feet and North 20' 30' 00" West, 100.00 feet to the point of beginning.

EXCEPTING THEREFROM:

A.) All that portion of said property lying below a depth of 500 feet (without surface entry rights, however), as excepted in the deed to Southern Pacific Transportation to Southern Pacific Development Company, as recorded July 15, 1974, Official Records, Series No. 74-091689.

B.) All that portion conveyed to the City of Livermore by Quitclaim Deed from Stephen B. Bley et al, as recorded February 8, 1984, Official records, Series No. 84-25969.

PARCEL TWO:

Beginning at a point on a line drawn parallel with and distant (right angle measure) Northwesterly 125.00 feet from the Northwestern line of West First Street, formerly First Street, as said street now exists, distant thereon said line South 69° 30' 00" West, 294.26 feet from the intersection thereof with the Eastern line of Rancho El Valle de San Jose; running thence North 28° 26' 22" West, 154.42 feet to the actual point of beginning; thence South 61° 33' 38" West, 245.11 feet; thence South 69° 30' 00" West, 60.00 feet; thence South 20° 30' 00" East, 80.00 feet; thence North 69° 30' 00" East, 60.00 feet; thence South 20° 30' 00" East, 4.00 feet; thence North 69° 30' 00" East, 259.20 feet; thence North 28° 26' 22" West, 119.00 feet to the actual point of beginning.

PARCEL THREE:

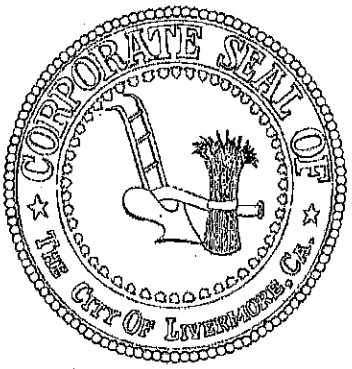
Non-exclusive reciprocal easements appurtenant to Parcel One and Two above for a term of 52 years from November 7, 1975, as granted in that certain Agreement by and between Southern Pacific Development Company and Eva Burnham, et al, upon the terms and conditions contained therein, recorded May 18, 1979, Official Records, Series No. 79-095080.

APN: 098-0289-012-08

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated October 27, 2008, from the City of Livermore, (APN 098-0289-012-08) to the Redevelopment Agency of the City of Livermore, is hereby accepted by the undersigned Secretary on behalf of the Redevelopment Agency of the City of Livermore pursuant to authority conferred by Resolution No. RA-3-89 of the Redevelopment Agency of the City of Livermore adopted on January 23, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: November 6, 2008



Susan Gibbs

Susan Gibbs, Interim Secretary
Redevelopment Agency of
the City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

RECORDING REQUESTED BY:

Old Republic Title Company

Order #: 1117005314-JM
APN #: 098-0289-012-08

WHEN RECORDED MAIL TO

City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

6

2008180843 06/06/2008 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

4 PGS

DA
4
pm

SPACE ABOVE THIS LINE FOR RECORDERS USE

Gov Do Fee 27383

Grant Deed

The undersigned grantor(s) declare(s):
Documentary transfer tax is $: RET Governmental Agency Acquiring Title
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of Livermore

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Livermore Village I, LLC, a Delaware limited liability company

hereby GRANT(S) to
City of Livermore , a Municipal corporation

that property in City of Livermore, Alameda County, State of California, described as:
This Deed is an absolute conveyance, the Grantor having sold said land to the Grantee for a fair and adequate consideration, such consideration in addition to that above recited, being full satisfaction of all obligations secured by the Deed of Trust executed by Livermore Village I, LLC to Old Republic Title Company as Trustee, recorded as Recorder's Serial Number 2005-203325, Official Records of Alameda County.Grantor declares that this conveyance is freely and fairly made and that there are no agreements, oral or written, other than this Deed, between Grantor and Grantee with respect to said land.See "Exhibit A" attached hereto and made a part hereof.
Mail Tax Statements to Grantee at address above

Date May 29, 2008

LIVERMORE VILLAGE I, LLC,
a Delaware limited liability company
By: AndersonPacific, LLC
a Delaware limited liability company
Its Manager

By: _____
James R. Anderson
Managing Member

State of California

County of Los Angeles

On JUNE 4th 2008 before me,
CHARANJIT K. SINGH,
a Notary Public, personally appeared James R. Anderson, 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 _____
Name CHARANJIT K. SINGH
(typed or printed)

Charanjit K. Singh
Comm. #1746868
Notary Public - California
Los Angeles County
Comm. Exp. Jun 19, 2011

CHARANJIT K. SINGH
Commission # 1746868
Notary Public - California
Los Angeles County
My Comm. Expires Jun 19, 2011

MAIL TAX STATEMENTS AS DIRECTED ABOVE

ORDER NO. : 1117005314-JM

EXHIBIT A

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

PARCEL ONE:

Beginning at the intersection of the Western line of North Livermore Avenue with the Northern line of the strip of land (100.00 feet wide) of the Central Pacific Railway Company and running thence along said Northern line South 69° 30′ 00″ West, 190.86 feet to the Northeastern line of the parcel of land conveyed by William M. Mendenhall to Western Pacific Railway Company, dated April 19, 1870, recorded May 11, 1870, Book 55 of Deeds, Page 50, Alameda County Records; thence along last said line and the extension thereof North 50° 59′ 30″ West, 123.49 feet to the Southern line of Railroad Avenue; thence along the Southern line South 69° 30′ 00″ West, 458.48 feet to the Eastern line of North "L" Street; thence along said Eastern line South 20° 30′ 00″ East, 356.47 feet to the Southeasterly line of the aforesaid parcel of land, described in the deed, dated April 19, 1870 from C. J. Steven, et al., to Western Pacific Railroad Company; thence along the Southeasterly line North 69° 30′ 00″ East, 281.81 feet to the most Southerly corner of the parcel of land described in the deed, dated April 19, 1870 from C. J. Steven, et al, to Western Pacific Railroad Company, recorded March 18, 1871, Book 64 of Deeds, Page 340, Alameda County Records; thence North 61° 33′ 38″ East along the southeasterly line of last said deed 468.17 feet to the Westerly line of North Livermore Avenue; thence along said Western line North 39° 10′ 40″ West, 90.14 feet, South 69° 30′ 00″ West, 4.09 feet and North 20′ 30′ 00″ West, 100.00 feet to the point of beginning.

EXCEPTING THEREFROM:

A.) All that portion of said property lying below a depth of 500 feet (without surface entry rights, however), as excepted in the deed to Southern Pacific Transportation to Southern Pacific Development Company, as recorded July 15, 1974, Official Records, Series No. 74-091689.

B.) All that portion conveyed to the City of Livermore by Quitclaim Deed from Stephen B. Bley et al, as recorded February 8, 1984, Official records, Series No. 84-25969.

PARCEL TWO:

Beginning at a point on a line drawn parallel with and distant (right angle measure) Northwesterly 125.00 feet from the Northwestern line of West First Street, formerly First Street, as said street now exists, distant thereon said line South 69° 30′ 00″ West, 294.26 feet from the intersection thereof with the Eastern line of Rancho El Valle de San Jose; running thence North 28° 26′ 22″ West, 154.42 feet to the actual point of beginning; thence South 61° 33′ 38″ West, 245.11 feet; thence South 69° 30′ 00″ West, 60.00 feet; thence South 20° 30′ 00″ East, 80.00 feet; thence North 69° 30′ 00″ East, 60.00 feet; thence South 20° 30′ 00″ East, 4.00 feet; thence North 69° 30′ 00″ East, 259.20 feet; thence North 28° 26′ 22″ West, 119.00 feet to the actual point of beginning.

PARCEL THREE:

Non-exclusive reciprocal easements appurtenant to Parcel One and Two above for a term of 52 years from November 7, 1975, as granted in that certain Agreement by and between Southern Pacific Development Company and Eva Burnham, et al, upon the terms and conditions contained therein, recorded May 18, 1979, Official Records, Series No. 79-095080.

APN: 098-0289-012-08

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, APN 098-0289-012-08 dated June 6, 2008, from Livermore Village I, LLC, a Delaware Limited Liability Company, to the City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: June 3, 2008

Alice Calvert

Alice Calvert, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA

08-337
C

COOPERATION AND REPAYMENT AGREEMENT
(2009-2111 Railroad Avenue—Livermore Village)

This Agreement is entered into as of the 4th day of August 2008, by and between the City of Livermore, a municipal corporation ("City") and the Redevelopment Agency of the City of Livermore, a body corporate and politic ("Agency") regarding the purchase of the property located at 2009-2111 Railroad Avenue, Livermore, California ("Property").

RECITALS

A. The Amended and Restated Redevelopment Plan for the Livermore Redevelopment Project, as adopted on July 12, 1982, by Ordinance No. 1114 (Original Project Area) and thereafter amended and restated December 21, 1992, by Ordinance No. 1398 (Expansion Area); amended November 14, 1994, by Ordinance No. 1435 (Establishing and Amending Certain Time Limits – AB 1290); amended August 11, 2003, by Ordinance No. 1696 (Eliminating Certain Time Limits – SB 211); amended November 10, 2003, by Ordinance No. 1703 (Amending Certain Time Limits); and amended October 11, 2004, by Ordinance No. 1739 (Second Amendment), collectively referred to in this Agreement as the "Redevelopment Plan," affecting the Livermore Redevelopment Project Area (the "Project Area").

B. The Agency is vested with the responsibility for formulating and carrying out necessary redevelopment projects within the Project Area.

C. The Downtown Specific Plan identifies public improvement strategies that are integral to Downtown's envisioned revitalization, including the establishment of a catalyst zone at Livermore Village and identifying the Property as a location for immediate investment. The Downtown Specific Plan strategy relies on the City as an early investor in its own revitalization effort, by participating in key projects or opportunity sites that will make a difference in Downtown, specifically, the development of Livermore Village, which would maximize project affordability and potential tax increment.

D. On May 13, 2005, the City loaned Livermore Village I, LLC, Developer of Livermore Village (Developer), $8,000,000 as a bridge loan for acquisition of the Property. On May 12, 2008, the Developer agreed to sell its interest in the Property to the City for $10,100,000. The City purchased the Property, which was fully entitled for development as a key redevelopment mixed use project meeting the goals of the Downtown Specific Plan. As entitled, the project would provide that at least 10% of the housing units created will be affordable to lower income households. As of May 12, 2008, the City's Affordable Housing funds in the project totaled $12,437,874 including principal and interest accrued under the Promissory Note between Developer and City. City has appropriated an additional $100,000 to cover carrying costs associated with the purchase of the Property.

E. Pursuant to Health and Safety Code § 33220, the City agrees to transfer title to the Property to the Agency and Agency agrees to reimburse the City the costs of the Property's acquisition in an effort to revitalize this area of the downtown and in an effort to provide for more affordable housing in the downtown and, to this end, the Agency and the City will enter into this Cooperation Agreement to facilitate the Agency's reimbursement obligations stated herein.

F. The Agency agrees to reimburse to the City the cost of the property in the amount of $10,969.743. This amount includes $8,000,000 originally loaned for the acquisition plus 3.5 percent interest ($869,743) for three years that would have been earned on the funds in the Affordable Housing Fund, plus the $2,100,000 in additional principal for acquiring the site from Livermore Village, LLC.

G. Further, both the Agency and the City have undertaken many land use planning, land acquisition and development commitments to this project including the processing of all necessary land use entitlements to develop the property; and

H. It is anticipated that the Agency will enter into a Disposition and Development Agreement with a developer which will construct a mixed-use development consisting of retail space, a variety of housing types, including live-work and flex units, and potentially a regional performing arts theater (the "Project").

I. The City and the Agency desire to enter into this Agreement for the following purposes:

(i) To set forth activities, services, and facilities that the City will render for and make available to the Agency in furtherance of the activities and functions of the Agency under the Community Redevelopment Law in connection with the Property; and

(ii) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency for the Property.

AGREEMENT

1. PURPOSE

The purpose of this Agreement is to establish a mechanism for repayment of the consideration provided by the City for the transfer of title to the Property to the Agency, as more fully set forth in Section 4, in order to facilitate the redevelopment of the Property.

2. REPAYMENT AMOUNT

In consideration for the transfer of title to the Property from the City to the Agency, the Agency promises and agrees to reimburse the City the costs of acquiring the Property in the amount of $10,969,743.00 (Ten Million, Nine Hundred and Sixty-

Nine Thousand, Eight Hundred and Seventy-Four Dollars). City agrees to transfer fee title to the Property to the Agency within five (5) days of approval of this Agreement.

3. TERM OF AGREEMENT

Subject to Section 4 below, this Agreement shall be in full force and effect for a period beginning as of the date first above written and continuing until the earlier of (i) all repayment obligations of the Agency to the City are satisfied in full in accordance with the terms of this Agreement, or (ii) the expiration date of the Redevelopment Plan.

4. REPAYMENT

(a) Proceeds. Any proceeds upon sale of the property or a portion thereof by the Agency will be paid to the City Housing Division. Any remaining balance owed shall be paid in annual payments as noted in section (b) below.

(b) Annual Payment. Beginning with fiscal year 2013/2014, the Agency shall repay the Loan in ten (10) annual installments (the "Agency Payment") on or before January 31 of each fiscal year (the "Payment Date") from funds generated by tax increment arising out of the redevelopment of the Property. However, if the Property (or any portion thereof) is sold or disposed of by the Agency, the full amount of the outstanding principal and interest due under this Agreement shall be paid within 60 days of sale or disposition by Agency to City as provided in this Section 4. Specifically, the Agency agrees to reimburse the City's Affordable Housing Fee Fund F611. (LMC § 3.26.070). In the event the Agency sells the property for more than the repayment amount, the parties agree that the Agency will retain the difference between the repayment amount (and any accrued interest) and the sales price, which will be deposited into the Redevelopment Agency Housing Fund (F581).

(c) Interest. The principal balance of this Note shall bear simple interest from the date of disbursement at the Local Agency Investment Fund (LAIF) rate established for the Affordable Housing Fund (F611) per annum until repaid.

(d) New Payment Schedule. If on January 1, 2013 the Agency determines that its revenues will be insufficient to repay the remaining principal balance and accrued interest of the Loan in full, the City and the Agency shall meet and negotiate in good faith a new method for the repayment of the Loan.

5. SUBORDINATION

It is agreed by the parties hereto that all repayments to the City pursuant to this Agreement are subordinated to any and all payments necessary to satisfy existing debt of the Agency and to any and all payments necessary to satisfy the Agency's obligations in connection with existing bonds or bonds which may be issued in the future or to the extent necessary for any bonded indebtedness for which the Agency has pledged as a security or source of repayment tax increment generated within the Project Area.

6. INDEBTEDNESS

The Agency's obligations under this Agreement shall constitute an indebtedness of the Agency within the meaning of Health and Safety Code Section 33670 et seq.

7. VALIDITY OF AGREEMENT

If any provisions of this Agreement, or the application thereof to any person, party, transaction, or circumstance, is held invalid, the remainder of this Agreement, or the application of such provision to other persons, parties, transactions or circumstances, shall not be affected thereby.

8. AMENDMENT

This Agreement may be amended provided such amendment is in writing and is signed by both parties to this Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Livermore, as authorized by resolution of the City Council of the City of Livermore, has caused the name of the City of Livermore to be affixed to this Agreement, and the Executive Director of the Livermore Redevelopment Agency, as authorized by resolution of the Agency, has caused the name of the Redevelopment Agency of the City of Livermore to be affixed to this Agreement on the above date.

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE

By: _____
Executive Director

Approved as to form:

_____ for
Agency Counsel

CITY OF LIVERMORE

By: _____
City Manager

Approved as to form:

_____
City Attorney

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A COOPERATION AGREEMENT WITH THE CITY OF LIVERMORE TO ACCEPT A LOAN OF $10,969,743 FOR THE PURCHASE OF 2009-2111 RAILROAD AVENUE (APN 098-0289-012-08)

It is desirable for the Redevelopment Agency of the City of Livermore ("Agency") to purchase the real property located at 2009-2111 Railroad Avenue (APN 098-0289-012-08) from the City of Livermore.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Livermore that the Executive Director is authorized on behalf of the Redevelopment Agency to enter into a Cooperation and Repayment Agreement on behalf with the City of Livermore to accept a loan of $10,969,743 for the purchase of 2009-2111 Railroad Avenue.

On the motion of Agencymember Williams, seconded by Agencymember Leider, the foregoing resolution was passed and adopted on the 4th day of August, 2008, by the following vote:

AYES: Agencymembers Horner, Leider, Williams, Vice Chair Marchand
NOES: None
ABSENT: Chairperson Kamena
ABSTAIN: None

ATTEST:

SECRETARY
ALICE CALVERT

APPROVED AS TO FORM:

ASSISTANT GENERAL COUNSEL
AMARA MORRISON

DATE: August 5, 2008

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A COOPERATION AGREEMENT WITH THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE TO LOAN THE AGENCY $10,969,743 FOR THE PURCHASE OF 2009-2111 RAILROAD AVENUE (APN 098-0289-012-08)

In May 2005, the City loaned Developer Livermore Village I, LLC $8,000,000 as a bridge loan for acquisition of the property; and

On May 12, 2008, the Developer agreed to sell its interest in the property to the City for $10,100,000; and

The total value of the Affordable Housing Funds in the property totals $10,969,743; and

The Redevelopment Agency intends to enter into a Disposition and Development Agreement with a developer to construct a mixed-use development consisting of retail space, a variety of housing types, and potentially a regional performing arts theater.

NOW, THEREFORE, BE IT RESOLVED by the Livermore City Council that the City Manager is authorized on behalf of the City of Livermore to enter into a Cooperation and Repayment Agreement with the Redevelopment Agency of the City of Livermore to loan the Agency $10,969,743 for the purchase of 2009-2111 Railroad Avenue.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign all documents as may be necessary to assist the Redevelopment Agency of the City of Livermore to purchase the property at 2009-2111 Railroad Avenue.

On the motion of Councilmember Horner, seconded by Councilmember Leider, the foregoing resolution was passed and adopted on the 4th day of August, 2008, by the following vote:

AYES Councilmembers Horner, Leider, Williams, Vice Mayor Marchand
NOES: None
ABSENT: Mayor Kamena
ABSTAIN: None

ATTEST & DATE:

CITY CLERK
ALICE CALVERT

APPROVED AS TO FORM:

SPECIAL COUNSEL
AMARA MORRISON

DATE: August 5, 2008

RESOLUTION NO. 2008-171

Series 2010148294

Parcel Map 9952

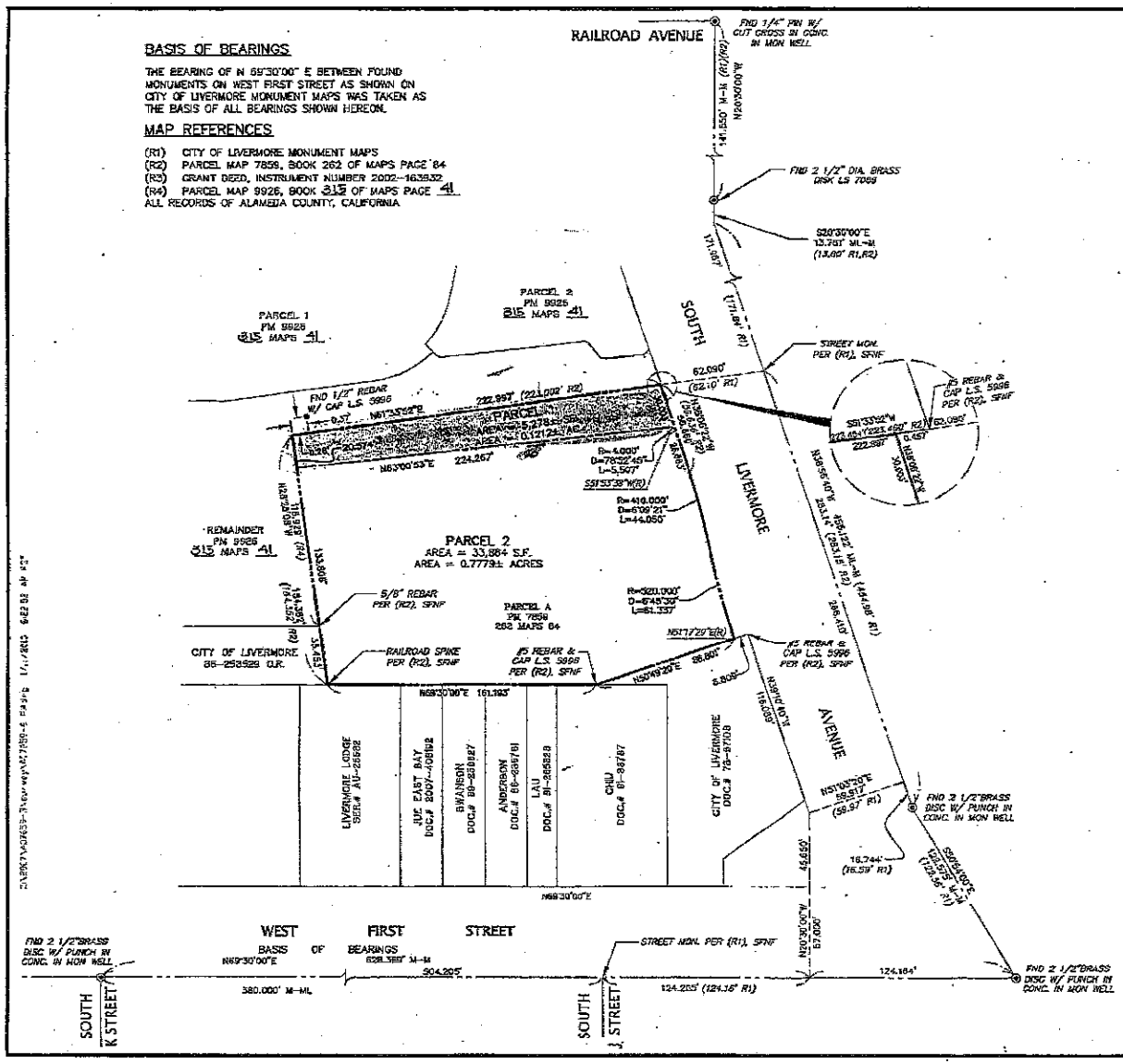
Map Bk 315 pg. 83

BASIS OF BEARINGS

THE BEARING OF N 69°30'00" E BETWEEN FOUND MONUMENTS ON WEST FIRST STREET AS SHOWN ON CITY OF LIVERMORE MONUMENT MAPS WAS TAKEN AS THE BASIS OF ALL BEARINGS SHOWN HEREON.

MAP REFERENCES

(R1) CITY OF LIVERMORE MONUMENT MAPS
(R2) PARCEL MAP 7859, BOOK 262 OF MAPS PAGE 84
(R3) GRANT DEED, INSTRUMENT NUMBER 2002-163932
(R4) PARCEL MAP 9926, BOOK 315 OF MAPS PAGE 41
ALL RECORDS OF ALAMEDA COUNTY, CALIFORNIA



0 20' 40' 80'
Scale 1" = 40 ft.

LEGEND

	PARCEL MAP BOUNDARY
	NEW PROPERTY LINE
	STREET MONUMENT LINE
	STREET MONUMENT TIE
	DETAIL
⊖	FOUND STREET MONUMENT AS NOTED
•	FOUND MONUMENT AS NOTED
CONC.	CONCRETE
SER.#	SERIES NUMBER
DOC.#	DOCUMENT NUMBER
FND.	FOUND
M	MAPS
MON.	MONUMENT
(R,d)	RECORD BEARING AND DISTANCE
S.F.N.F.	SEARCHED FOR NOT FOUND
M-M	MONUMENT TO MONUMENT
M-ML	MONUMENT TO MONUMENT LINE
(R)	RADIAL

NOTES

1. ALL DISTANCES SHOWN ARE GROUND AND DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.
2. ENCUMBRANCES NOT PLOTTABLE:

A.) EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF RASMUS A. HANSON RECORDED MAY 6, 1922 AS SERIES NO. S-201442, BOOK 185, PAGE 334, ALAMEDA COUNTY RECORDS.

B.) NON-EXCLUSIVE EASEMENT FOR A TERM OF 52 YEARS FOR ROADWAYS, WALKWAYS, INGRESS AND EGRESS OVER AND UPON SUCH AREAS AS MAY BE DEVELOPED FROM TIME TO TIME FOR SUCH PURPOSES IN FAVOR OF "PARCEL D" (APN 097-0001-030) AND "PARCEL A AND B" (APN 098-0288-012-08 POR.) RECORDED MAY 18, 1979, INSTRUMENT NUMBER 79-095050, ALAMEDA COUNTY RECORDS.

C.) EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF MANUEL P. AND BARBARA E. LUNA RECORDED MARCH 21, 2002 AS INSTRUMENT NUMBER 2002-127559, ALAMEDA COUNTY RECORDS.

D.) EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF LIVERMORE LODGE 219 OF THE INDEPENDENT ORDER OF ODD FELLOWS RECORDED MARCH 21, 2002 AS INSTRUMENT NUMBER 2002-127559, ALAMEDA COUNTY RECORDS.

E.) EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF DENNIS E. AND SHERRI L. SWANSON RECORDED MARCH 21, 2002 AS INSTRUMENT NUMBER 2002-127561, ALAMEDA COUNTY RECORDS.

F.) EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF DWIGHT H. ANDERSON RECORDED MARCH 21, 2002 AS INSTRUMENT NUMBER 2002-127562, ALAMEDA COUNTY RECORDS.

G.) EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF TONY H. AND SIU L. LAU RECORDED MARCH 21, 2002 AS INSTRUMENT NUMBER 2002-127563, ALAMEDA COUNTY RECORDS.

H.) EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF GABRIEL N. AND LAI H. CHIU RECORDED MARCH 21, 2002 AS INSTRUMENT NUMBER 2002-127564, ALAMEDA COUNTY RECORDS.

PARCEL MAP 9952

BEING A SUBDIVISION OF PARCEL A OF PARCEL MAP 7859, FILED FOR RECORD MARCH 13, 2002 IN BOOK 262 OF MAPS AT PAGES 84 THROUGH 85, ALAMEDA COUNTY RECORDS.

CITY OF LIVERMORE – ALAMEDA COUNTY – CALIFORNIA
SCALE 1" = 40' JANUARY 2010

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
1233 Quarry Lane, Suite 145 Phone (925) 249-6355
Pleasanton, California 94566 Fax (925) 249-6363

JOB: NO. A07659-5

SHEET 2 OF 2 SHEETS

PARCEL MAP 9952

BEING A SUBDIVISION OF PARCEL A OF PARCEL MAP 7859, FILED FOR RECORD MARCH 13, 2002 IN BOOK 262 OF MAPS AT PAGES 84 THROUGH 85, ALAMEDA COUNTY RECORDS.

CITY OF LIVERMORE – ALAMEDA COUNTY – CALIFORNIA
SCALE 1" = 40' JANUARY 2010

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
4255 Chery Lane, Suite 145 Phone (925) 249-6555
Pleasanton, California 94588 Fax (925) 249-6563

OWNER'S STATEMENT

THE UNDERSIGNED, HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED "PARCEL MAP 9952, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF TWO (2) SHEETS, THIS STATEMENT BEING ON SHEET ONE THEREOF, THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DO CONSENT TO THE MAKING AND FILING OF SAID MAP.

THIS MAP SHOWS OR NOTES ALL EASEMENTS EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREON EMBODIED MAP.

OWNER: MAROON BEAR, A CALIFORNIA LIMITED PARTNERSHIP
BY: * RED BEAR PROPERTY MANAGEMENT INC. A CALIFORNIA CORPORATION
BY: _____
PRINT NAME: MICHAEL MADDEN
TITLE: PRESIDENT OF GEN. PARTNER

OWNER'S ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF Alameda } SS
ON January 19 2010 BEFORE ME, Joan H Thomas (HERE INSERT NAME OF THE OFFICER) A Notary Public (HERE INSERT TITLE OF THE OFFICER)
PERSONALLY APPEARED Michael Madden
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 BY HIS/HER/THEIR SIGNATURES 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
SIGNATURE: Joan H Thomas
PRINTED NAME: Joan H Thomas
COMMISSION NUMBER: 1829127
COMMISSION EXPIRES: March 18, 2013
PRINCIPAL PLACE OF BUSINESS: Alameda COUNTY

CITY ENGINEER'S STATEMENT:

I, CHERI RENE SHEETS, CITY ENGINEER OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 9952, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; THIS MAP WAS PROCESSED UNDER THE PARCEL MAP WAIVER PROCEDURE.
* THIS WAS ACCOMPLISHED THROUGH A SIMULTANEOUS TRANSACTION IN ACCEPTANCE WITH DONATION, PURCHASE AND SALE AGREEMENT DATED JAN. 11, 2010 OF RECORD WITH CITY OF LIVERMORE.

CHERI RENE SHEETS, R.C.E. 38051
REGISTRATION EXPIRATION DATE: 03/31/11
CITY ENGINEER, CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

2-4-10
DATE

I, LAWRENCE K. SAMPSON, A LICENSED LAND SURVEYOR FOR THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 9952, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

LAWRENCE K. SAMPSON, L.S. 4238
LICENSE EXPIRATION DATE: 06/30/10

LICENSED LAND SURVEYOR LAWRENCE K. SAMPSON Exp. 6/30/2010 4238 STATE OF CALIFORNIA

1-12-10
DATE

TRUSTEE'S STATEMENT

THE UNDERSIGNED, PRLAP, INC., TRUSTEE UNDER THE DEED OF TRUST RECORDED SEPTEMBER 5, 2003, SERIES NO. 2003-526210, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, CONSENTS TO THE PREPARATION AND FILING OF THIS PARCEL MAP.

BY: _____

TRUSTEE'S ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF _____ } SS
ON _____ 20__ BEFORE ME, _____ (HERE INSERT NAME OF THE OFFICER) _____ (HERE INSERT TITLE OF THE OFFICER)
PERSONALLY APPEARED _____
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 BY HIS/HER/THEIR SIGNATURES 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
SIGNATURE: _____
PRINTED NAME: _____
COMMISSION NUMBER: _____
COMMISSION EXPIRES: _____
PRINCIPAL PLACE OF BUSINESS: _____ COUNTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CITY OF LIVERMORE IN DECEMBER 2009. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

I FURTHER STATE THAT "PARCEL MAP 9952, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA" IS A SUBDIVISION INTO LOTS OR PARCELS OF LAND CONTAINING 0.6991 ACRES MORE OR LESS.

TIMOTHY KELLY, L.S. 7088
LICENSE EXPIRATION DATE: 12/31/10

LICENSED LAND SURVEYOR TIMOTHY KELLY Exp. 12-31-2010 No. 7088 STATE OF CALIFORNIA

1/11/2010
DATE

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

PARCEL MAP 9952 CONFORMS WITH THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND WAS PROCESSED IN ACCORDANCE WITH THE SUBDIVISION MAP ACT SECTION 66428(b).

MARC ROBERTS
DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

CITY CLERK'S STATEMENT:

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS

ON THIS 4th DAY OF February 2010 BEFORE ME, SUSAN M. NEER, CITY CLERK, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, PERSONALLY APPEARED MARC ROBERTS, PERSONALLY KNOWN TO ME TO BE THE DIRECTOR OF COMMUNITY DEVELOPMENT OF THE CITY OF LIVERMORE, AND IS THE PERSON AUTHORIZED BY THE CITY OF LIVERMORE MUNICIPAL CODE TO APPROVE THIS PARCEL MAP WAIVER.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 4th DAY OF February 2010

SUSAN M. NEER
CITY CLERK AND CLERK OF THE CITY COUNCIL
CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISOR'S STATEMENT:

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS

I, CRYSTAL HISHIDA-GRAFF, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY STATE, AS CHECKED BELOW THAT:

[✓] AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF THE SAID COUNTY AND STATE IN THE AMOUNT OF $42,241.00 LETTER OF CREDIT CONDITIONED FOR THE PAYMENT OF ALL THE TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE, AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

[ ] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID, AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

[ ] EXEMPT

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 11th DAY OF May, 2010.

CRYSTAL HISHIDA-GRAFF
CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA
BY: _____
DEPUTY COUNTY CLERK

BOARD OF SUPERVISORS ALAMEDA COUNTY, CALIFORNIA

COUNTY RECORDER'S STATEMENT:

FILED THIS 25th DAY OF MAY, 2010, AT 12:14 P.M. IN BOOK 315 OF MAPS, AT PAGES 82-83 INCLUSIVE, RECORDER'S SERIES NO. _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.
FEE $ HAND PAID Series # 2010148294

PATRICK O'CONNELL
COUNTY RECORDER IN AND FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA
BY: _____
DEPUTY COUNTY RECORDER

Parcel Map 9952
Map Bk 315 pp. 82-83

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL DOCUMENT TO:
Redevelopment Agency of the City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550
Attn: City Clerk's Office - Rebecca Cox

2010168250 06/17/2010 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

4 PGS

Space Above This Line for Recorder's Use Only

A.P.N.: 097-0001-031 (portion)

File No.: 0131-617357-001 (MC)

NO RECORDING FEE - PURSUANT TO GOVERNMENT CODE SECTION 27383
CC10-081

RET 11922
Government agency acquiring title

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX **$NONE** - ~~**TAX EXEMPT ENTITY**~~; CITY TRANSFER TAX **$NONE** - ~~**TAX EXEMPT ENTITY**~~;
SURVEY MONUMENT FEE $
[X] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; [X] City of **Livermore**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Livermore Valley Performing Arts Center, a California nonprofit public benefit corporation**

hereby GRANTS to **Redevelopment Agency of the City of Livermore, a body corporate and governmental**

the following described property in the City of **Livermore**, County of **Alameda**, State of **California**:

See Legal Description Attached as Exhibit "A"

Mail Tax Statements To: **SAME AS ABOVE**

Date: 06/03/2010

A.P.N.: 097-0001-031 (portion)

File No.: 0131-617357-001 (MC)

Dated: 06/03/2010

Livermore Valley Performing Arts Center,a
California nonprofit public benefit corporation

By: Len Alexander, Authorized
Signatory, Executive Director

STATE OF California)ss
COUNTY OF Alameda)

On 6-7-10, before me, Sally Montgomery, Notary Public, personally appeared Len Alexander, 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

SALLY MONTGOMERY
Commission # 1804131
Notary Public - California
Alameda County
My Comm. Expires Jun 25, 2012

My Commission Expires: June 25, 2012

This area for official notarial seal

Notary Name: Sally Montgomery

Notary Registration Number:

Notary Phone:

County of Principal Place of Business:

Exhibit "A"

Real property in the City of Livermore, County of Alameda, State of California, described as follows:

Parcel 1 of Parcel Map 9952, filed May 25, 2010 as Book 315, Pages 82 and 83 of Parcel Maps, Alameda County Records.

APN: 097-0001-031

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated 6/3/2010, from Livermore Valley Performing Arts Center, a California nonprofit public benefit corporation, (APN 098-0289-002-partial) to the Redevelopment Agency of the City of Livermore, is hereby accepted by the undersigned Secretary on behalf of the Redevelopment Agency of the City of Livermore pursuant to authority conferred by Resolution No. RA-3-89 of the Redevelopment Agency of the City of Livermore adopted on January 23, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: 6/8/2010

Susan Neer

Susan Neer, Agency Secretary
Redevelopment Agency of
the City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

RECORDING REQUESTED BY
First American Title Company

8

AND WHEN RECORDED MAIL DOCUMENT TO:
Livermore Valley Performing Arts Center
2400 First Street
Livermore, CA 94550

2010168249 08/17/2010 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 37.00

5 PGS

Space Above This Line for Recorder's Use Only

A.P.N.: 097-0001-031 (portion)

File No.: 0131-617357ala (MC)

GRANT DEED

RET 11930 - Gift Deed

The Undersigned Grantor(s) declare(s): DOCUMENTARY TRANSFER TAX **$NONE**; CITY TRANSFER TAX **$NONE**;
SURVEY MONUMENT FEE $
This is a conveyance by reason of inter vivos gift or by reason of death of a person, that is outright to, or in trust for the benefit of, a person or entity and is EXEMPT from the imposition of the Documentary Transfer Tax pursuant to § 11930 of the Revenue and Taxation Code.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Maroon Bear, a California limited partnership

hereby GRANT(s) to **Livermore Valley Performing Arts Center, a California nonprofit public benefit corporation**

the following described property in the City of **Livermore**, County of **Alameda**, State of **California:**

See Exhibit A attached hereto for legal description.

Mail Tax Statements To: **SAME AS ABOVE**

A.P.N.: 097-0001-031 (portion)

File No.: 0131-617357ala (MC)

Dated: 06/08/2010

Maroon Bear,
a California limited partnership
*
By: _____
Michael J. Madden, President

* By: Red Bear Property Management, Inc.,
a California corporation, its General Partner

A.P.N.: 097-0001-031 (portion) File No.: 0131-617357ala (MC)

STATE OF California)SS
COUNTY OF Alameda)

On June 11, 2010, before me, Joan H. Thomas, Notary Public, personally appeared Michael T. Madden, 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.

JOAN H. THOMAS
Commission # 1838127
Notary Public - California
Alameda County
My Comm. Expires Mar 18, 2013

Signature
Joan H Thomas

My Commission Expires: 3/18/13

This area for official notarial seal

Notary Name: Joan H. Thomas
Notary Registration Number: 1838127

Notary Phone: 925-225-4000
County of Principal Place of Business: Alameda

First American Title Company
6683 Owens Drive
Pleasanton, CA 94588
(925)738-4050
Fax - (866)648-7806

CLARIFICATION OF NOTARY SEAL
(Government Code Section 27361.7)

I certify under penalty of perjury that the Notary Seal on the attached document reads as follows:

Name of Notary:	Joan H. Thomas
Date Commission Expires:	March 18, 2013
Commission Number:	1838127
Vendor Number:	
Place of Execution:	Alameda County
Date of Execution:	June 11, 2010

Michelle Chan
First American Title Company

Title Order Number:

File Number: 0131-617357aia

Exhibit "A"

Real property in the City of Livermore, County of Alameda, State of California, described as follows:

Parcel 1 of Parcel Map 9952, filed May 25, 2010 as Book 315, Pages 82 and 83 of Parcel Maps, Alameda County Records.

APN: 097-0001-031

PLEASE PLACE RECORDER LABEL BELOW THIS LINE

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY CLERK, CITY OF LIVERMORE
1052 S. LIVERMORE AVENUE
LIVERMORE, CA 94550-4899

No Fee for recording pursuant to Government Code Section 27383

2007053042 02/05/2007 10:29 AM CT
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

80 PGS

cc: Planning / Econ Dev

THIS SPACE FOR RECORDER'S USE ONLY

LOG # 06-0408

Re-record to include Exhibit C missing pages
Previously recorded December 19, 2006 Series# 2006461885

TITLE OF DOCUMENT

City Clerk's
Office

FEB 27 2007

City of
Livermore

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code 27361.6)
(Additional recording fee applies)

06-0406

PLEASE PLACE RECORDER LABEL BELOW THIS LINE

Recorded by and When Recorded Return to:
City Clerk, City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

2006461285 12/19/2006 10:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

22 PGS

No Fee for recording
pursuant to Government
Code Section 27383

cc: Planning
Econ. Dev.

DEVELOPMENT AGREEMENT
LIVERMORE VILLAGE PROJECT

This Development Agreement is entered into on October 30, 2006, between the City of Livermore, a municipal corporation, (City) and Livermore Village I, LLC, a Delaware Limited Liability Company, (Property Owner) regarding the Livermore Village Project (Project).

Recitals

This Development Agreement is based on the following facts:

A. City has the authority to enter into a development agreement under Government Code section 65864 and following (Development Agreement Statute) and the City's Development Agreement Procedures (Council Resolution No. 305-88).

B. The Property Owner is the owner of approximately 5.5 acres of property located at 2009 - 2111 Railroad Avenue (north of First Street, south of Railroad Avenue, east of South L Street, and west of South Livermore Avenue) in the City of Livermore, County of Alameda, described more specifically in Exhibit A, attached (Property). The Developer of the Property is Livermore Village I, LLC (a Delaware Limited Liability Company).

C. The Property Owner has applied to the City for a Vesting Tentative Tract Map (VTTM) (City file #SUB06-010), Design Review (City file #06-048), and this Development Agreement (City file #DA06-005). The Property Owner proposed to develop the Property into four lots for use as mixed-use development, consistent with the requirements of the City of Livermore General Plan and Downtown Specific Plan.

D. This Development Agreement was adopted by ordinance of the City Council, after notice and public hearings before the Planning Commission and City Council and after City Council adoption/approval of a Mitigated Negative Declaration in accordance with the California Environmental Quality Act, Public Resources Code section 21000 and following.

NOW, THEREFORE, the parties agree as follows:

1. The Property. The Property which is the subject of this Development Agreement is described in paragraph B above.

City Clerk's Office
JAN - 9 2007
City of Livermore

2. The Project. The Property Owner is authorized to develop and use the Property for a mixed use development in conformance with the requirements of the City of Livermore General Plan and Downtown Specific Plan, adopted by the City Council on February 9, 2004. The Downtown Specific Plan contains the required terms regarding the permitted uses of the property, the intensity of use, the maximum height and size of proposed buildings, and provisions for reservation of dedication of land for public purposes. (Gov. Code, § 65865.2.)

3. Effective Date; Term. The effective date of this Development Agreement is the latest date of signature by Property Owner or the City Manager.

The term of this Development Agreement is ten years, beginning on the effective date.

4. Property Owner Obligations. The Property Owner shall comply with the requirements set forth in the following Exhibits attached to this Development Agreement:

- C Community Development Department Conditions
- D Vesting Tentative Tract Map – Time Extensions
- E Amenity - Downtown Parking

5. Vested Development Rights. Subject to this Development Agreement and during the life of this Development Agreement, the Property Owner has the right to develop and use the Property in accordance with:

a. the City's General Plan, Downtown Specific Plan, and Planning and Zoning Code in effect on the effective date;

b. all other City policies, ordinances, resolutions, rules, regulations and standards applicable to development or use of the Property on the effective date, except that Property Owner shall:

1) pay the processing and development impact fees in effect at the time those fees are paid;

2) comply with Building Code requirements in effect on a city-wide basis at the time of construction;

3) comply with construction and technical design standards or specifications for public improvements which are applicable city-wide at the time of construction;

4) comply with changes in City laws, regulations, plans or policies applicable city-wide, the terms of which are found by the City Council, based on substantial evidence, to be necessary to protect members of the public from a condition dangerous to their health or safety at the time of construction;

5) comply with a change in City law, regulations, plans or policies which is:

(a) specifically mandated by state or federal law, or by any regional governmental agency that has legal authority over the City under state law or a joint powers agreement; or

(b) a result of or in response to state or federal law, or regional agency action, made necessary in order for the City to avoid losing or not receiving substantial funding or other substantial public benefits or

facilities that would be available to the City only if it makes such a change; or

(c) specifically mandated by, or necessary for compliance with or implementation of, the terms of any permit, entitlement or other authorization necessary for the development of the Property issued or granted to the City, County and/or Property Owner by any federal, state or regional agency;

6) following any subsequent environmental review, comply with required mitigation measures; and

c. all subsequent Project approvals which are consistent with this Development Agreement.

6. Periodic Review. Periodic review of the Development Agreement shall be made, consistent with the City's Development Agreement Ordinance and Resolution.

7. Amendments. The Development Agreement may be amended by the parties consistent with the procedures set forth in the City's Development Agreement Ordinance and Resolution, including any amendments to them.

8. Remedies for Default. If a party is in default under this Development Agreement, it may pursue one or more of the following courses of action, after 30 days' written notice to the other party: (a) waive the default; (b) in the City's case, pursue administrative remedies including denial or otherwise withholding issuance of building permits, certificates of occupancy or other approvals; (c) pursue judicial remedies; or (d) terminate this Development Agreement.

9. Recordation; Binding Effect. This Development Agreement shall be recorded in the office of the County Recorder and shall be binding upon and inure to the benefit of successors in interest to the parties. Where there is more than one Property Owner, the obligations are joint and several.

10. Legal Action; Attorney's Fees. If the City chooses to defend any third party claim or suit challenging any action taken by the City with regard to any procedure or aspect of the City's approval of the development of the Project, including the environmental review process, the Property Owner agrees to reimburse the City for attorneys fees, expert witness fees, and related costs as the City may incur in connection with its retention of outside counsel, and for any award of court costs or fees against the City. City has the right to choose and retain such legal counsel as the City deems appropriate. After expenses reach $100,000, and each $100,000 thereafter, the parties will confer to review the status of the litigation and their options for proceeding or settling, and they will negotiate in good faith about how the expenses will be allocated. The Property Owner shall have no obligation to reimburse City for costs incurred after the date on which they give City written notice of their decision to settle a case, even if City does not agree to the settlement.

If legal action is brought by one of the parties to enforce a provision of this Development Agreement, the prevailing party is entitled to reasonable attorney's fees, expert witness fees, and court costs.

IN WITNESS WHEREOF, the parties have signed this Development Agreement on the dates indicated below.

PROPERTY OWNER

LIVERMORE VILLAGE I, LLC
A Delaware limited liability company

By: AndersonPacific, LLC
A Delaware limited liability company
It's Manager

By: _____* Date: _____
James R. Anderson
Title: Managing Member

CITY OF LIVERMORE

By: _____ Date: _____
Linda Barton, City Manager
Authorized by City Council Ordinance No. _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney John J. Pomidor

* Notary acknowledgment required

Exhibits:

A	**Property Description**
B	**Site Plan**
C	**Community Development Department Conditions**
D	**Vesting Tentative Tract Map 7826 – Timeline Extensions**
E	**Project Amenity – Downtown Parking**

L:\Attorney\FORM AGREEMENTS\8 - STANDARD DEVELOPMENT AGMT REV 8-15-06.doc

Executed in counterpart

///
///

IN WITNESS WHEREOF, the parties have signed this Development Agreement on the dates indicated below.

PROPERTY OWNER

LIVERMORE VILLAGE I, LLC
A Delaware limited liability company

By: AndersonPacific, LLC
A Delaware limited liability company
It's Manager

By: _____ * Date: 10/27/06
James R. Anderson
Title: Managing Member

CITY OF LIVERMORE

By: _____ Date: October 30, 2006
Linda Barton, City Manager
Authorized by City Council Ordinance No. 1802

Attest:

_____
Asst. City Clerk Susan Gibbs

Approved as to form:

_____
City Attorney John J. Pomidor

* Notary acknowledgment required

Exhibits:

A	**Property Description**
B	**Site Plan**
C	**Community Development Department Conditions**
D	**Vesting Tentative Tract Map 7826 – Timeline Extensions**
E	**Project Amenity – Downtown Parking**

L:\Attorney\FORM AGREEMENTS\8 - STANDARD DEVELOPMENT AGMT REV 8-15-06.doc

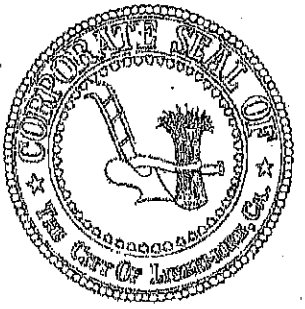
Executed in
counterpart

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.

On October 30, 2006 before me, SUSAN GIBBS, ASSISTANT CITY CLERK

personally appeared Linda M. Barton, City Manager,
CITY OF LIVERMORE, 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 Susan Gibbs

(This area for official City seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 27 day of OCTOBER, 2006, before me, a Notary Public in and for said State, duly commissioned and sworn, personally appeared JAMES R. ANDERSON, ~~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.

(Seal)

Notary's Signature

JOSEPH MICHAEL JUAREZ
Commission # 1665202
Notary Public - California
Los Angeles County
My Comm. Expires May 8, 2010

#1665202
Exp: 5-8-2010

DESCRIPTION:

The land referred to herein is situated in the State of California, County of Alameda, City of Livermore, and is described as follows:

PARCEL ONE:

BEGINNING AT THE INTERSECTION OF THE WESTERN LINE OF NORTH LIVERMORE AVENUE WITH THE NORTHERN LINE OF THE STRIP OF LAND (100.00 FEET WIDE) OF THE CENTRAL PACIFIC RAILWAY COMPANY AND RUNNING THENCE ALONG SAID NORTHERN LINE SOUTH 69° 30' 00" WEST 190.86 FEET TO THE NORTHEASTERN LINE OF THE PARCEL OF LAND CONVEYED BY WILLIAM M. MENDENHALL TO WESTERN PACIFIC RAILWAY COMPANY, DATED APRIL 19, 1870, RECORDED MAY 11, 1870, BOOK 55 OF DEEDS, PAGE 50, ALAMEDA COUNTY RECORDS; THENCE ALONG SAID LAST SAID LINE AND THE EXTENSION THEREOF NORTH 50° 59' 30" WEST 123.49 FEET TO THE SOUTHERN LINE OF RAILROAD AVENUE; THENCE ALONG THE SOUTHERN LINE SOUTH 69° 30' 00" WEST 458.48 FEET TO THE EASTERN LINE OF NORTH "L" STREET; THENCE ALONG SAID EASTERN LINE SOUTH 20° 30' 00" EAST 366.47 FEET TO THE SOUTHEASTERN LINE OF THE AFORESAID PARCEL OF LAND, DESCRIBED IN THE DEED, DATED APRIL 19, 1870 FROM C. J. STEVEN, ET AL., TO WESTERN PACIFIC RAILROAD COMPANY; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 69° 30' 00" EAST 281.81 FEET TO THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED, DATED APRIL 19, 1870 FROM C. J. STEVEN, ET AL, TO WESTERN PACIFIC RAILROAD COMPANY, RECORDED MARCH 18, 1871, BOOK 64 OF DEEDS, PAGE 340, ALAMEDA COUNTY RECORDS, THENCE NORTH 61° 33' 38" EAST ALONG THE SOUTHEASTERLY LINE OF LAST SAID DEED 468.17 FEET TO THE WESTERLY LINE OF NORTH LIVERMORE AVENUE; THENCE ALONG SAID WESTERN LINE NORTH 39° 10' 40" WEST 90.14 FEET SOUTH 69° 30' 00" WEST 4.09 FEET AND NORTH 20° 30' 00" WEST 100 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: THAT PORTION OF SAID PROPERTY LINE BELOW A DEPTH OF 500 FEET (WITHOUT SURFACE ENTRY RIGHTS, HOWEVER), AS EXCERPTED IN THE DEED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY TO SOUTHERN PACIFIC DEVELOPMENT COMPANY, RECORDED JULY 15, 1974, SERIES NO. 74-091689, ALAMEDA COUNTY 4RECORDS.

FURTHER EXCEPTING THEREFROM: THAT PORTION THEREOF CONVEYED TO THE CITY OF LIVERMORE BY QUITCLAIM DEED FROM STEPHEN B. BLEY, ET AL, RECORDED FEBRUARY 8, 1984, SERIES NO. 84-025969 ALAMEDA COUNTY RECORDS.

PARCEL TWO:

BEGINNING AT A POINT ON A LINE DRAWN PARALLEL WITH AND DISTANT (RIGHT ANGLE MEASURE) NORTHWESTERLY 125.00 FEET FROM THE NORTHWESTERN LINE OF WEST FIRST STREET, FORMERLY FIRST STREET, AS SAID STREET NOW EXISTS, DISTANT THEREON SAID LINE OSUTH 69° 30' 00" WEST 294.26 FEET FROM THE INTERSECTION THEREOF WITH THE EASTERN LINE OF RANCHO EL VALLE DE SAN JOSE; RUNNING THENCE NORTH 28° 26' 22" WEST 154.42 FEET TO THE ACTUAL POINT OF BEGINNING; THENCE SOUTH 61° 33' 38" WEST 245.11 FEET; THENCE SOUTH 69°; 30' 00" WEST 60.00 FEET; THENCE SOUTH 20° 30' 00" EAST 80.00 FEET; THENCE NORTH 69° 30' 00" EAST 60.00 FEET; THENCE SOUTH 20° 30' 00" EAST 4.00 FEET; THENCE NORTH 69° 30' 00" EAST 259.20 FEET; THENCE NORTH 28° 26' 22" WEST 119.00 FEET TOT HE ACTUAL POINT OF BEGINNING.

TOGETHER WITH THE NONE-EXCLUSIVE RECIPROCAL EASEMENTS FOR A TERM OF 52 YEARS FROM NOVEMBER 7, 1978, AS GRANTED IN THE AGREEMENT BY AND BETWEEN SOUTHERN PACIFIC DEVELOPMENT COMPANY AND EVA BURNHAM ET AL., UPON THE TERMS AND CONDITIONS CONTAINED THEREIN, RECORDED MAY 18, 1979, SERIES NO. 79-095080, ALAMEDA COUNTY RECORDS.

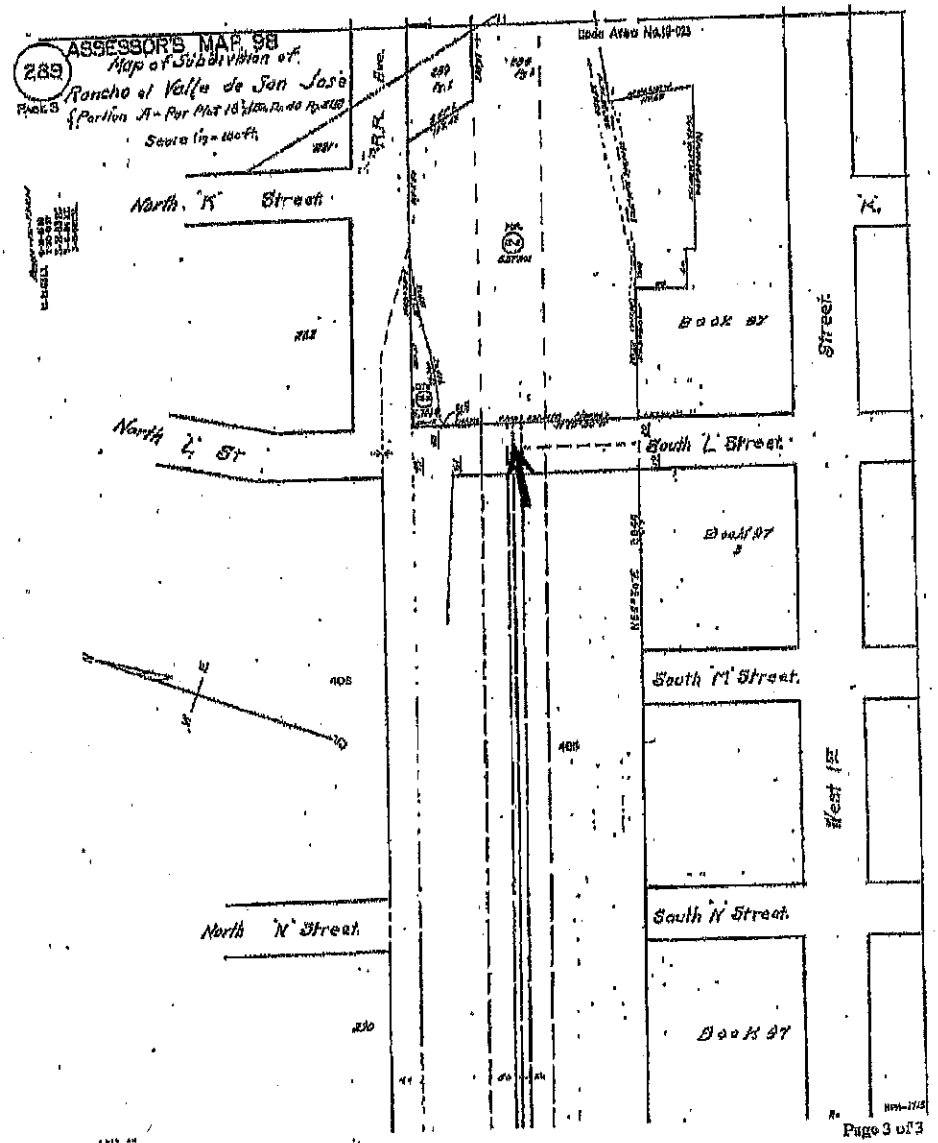
BEING A PORTION OF RANCHO VALLE DE SAN JOSE, FINALLY CONFIRM TO ANTONIO SUNOL,

JUAN BERNAL AND AUGUSTINE BERNAL BY PATENT, DATED MARCH 15, 1865, RECORDED MAY 16, 1865, BOOK "A" OF PATENTS, PAGE 145, ALAMEDA COUNTY RECORDS.

APN: 098-0289-012-08

Order No.: 54806-56310532-EBC

Title Officer: 56 Order: 0310532 Comment:



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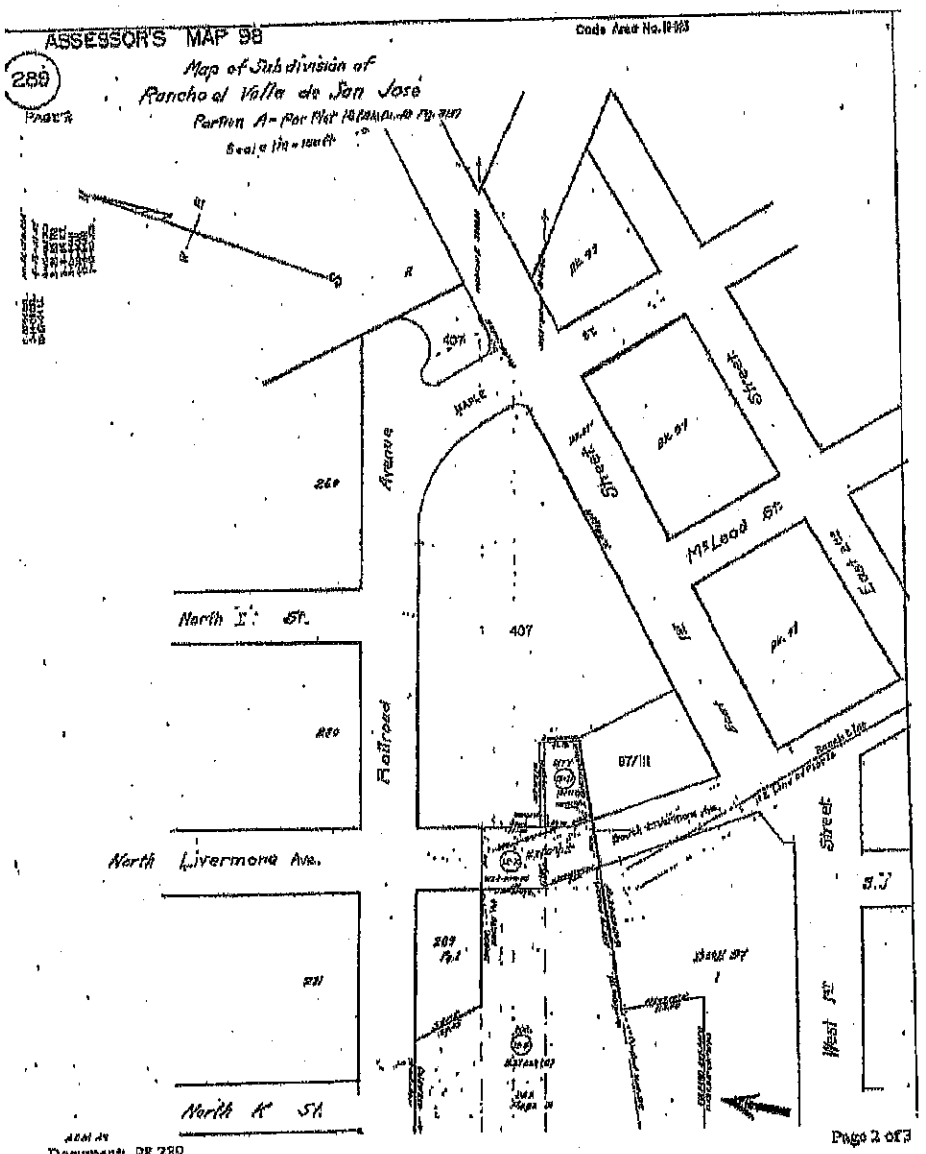
TOTAL P.01

Title Officer: 56 Order: 0310532 Comment:



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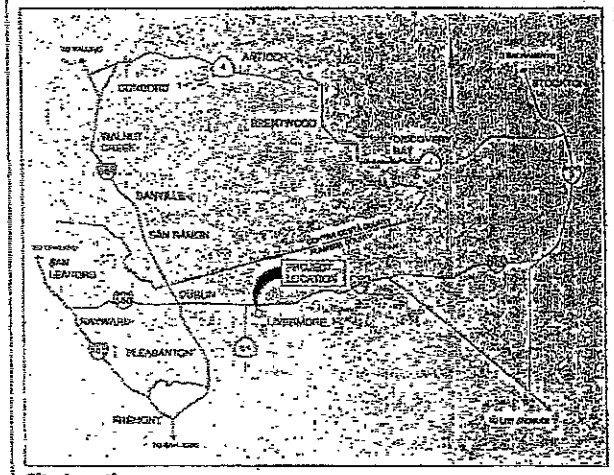
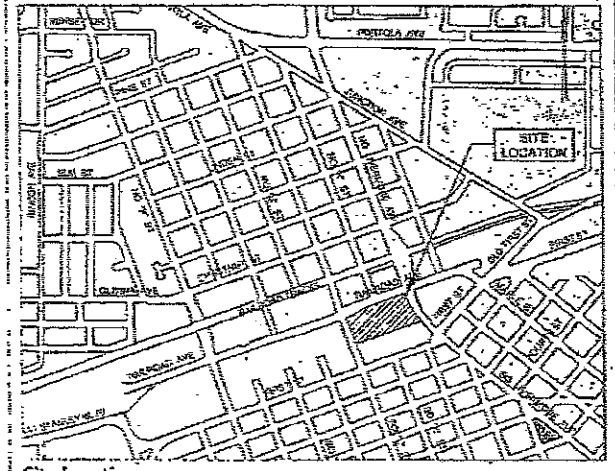
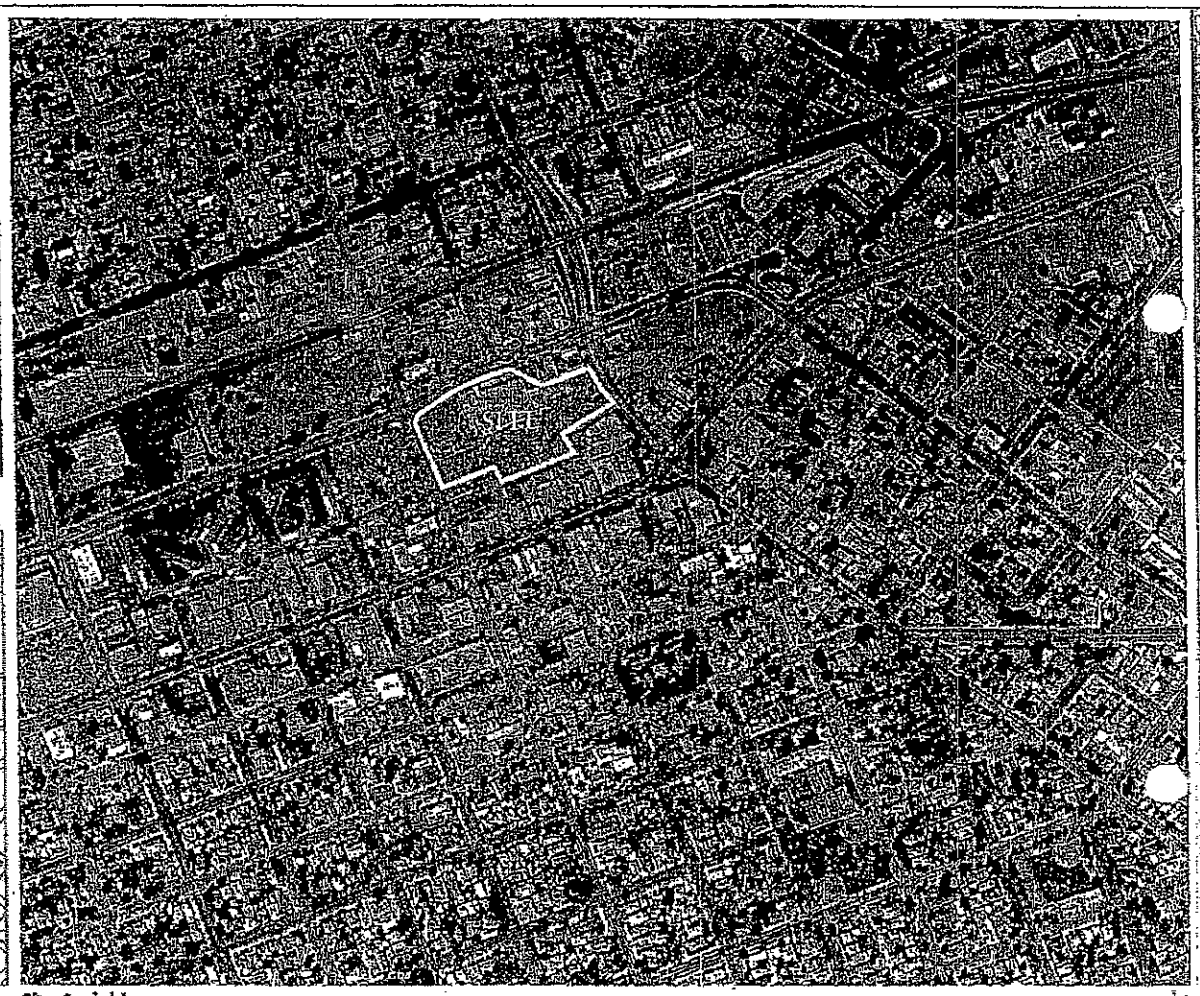


Site Location
Scale: NTS



Site Location
Scale: NTS



Site Aerial Image
Scale: NTS

Kimley-Horn and Associates, Inc.

ANDERSON PACIFIC

Livermore Village I
Livermore, California

LIVERMORE VILLAGE I, LLC.

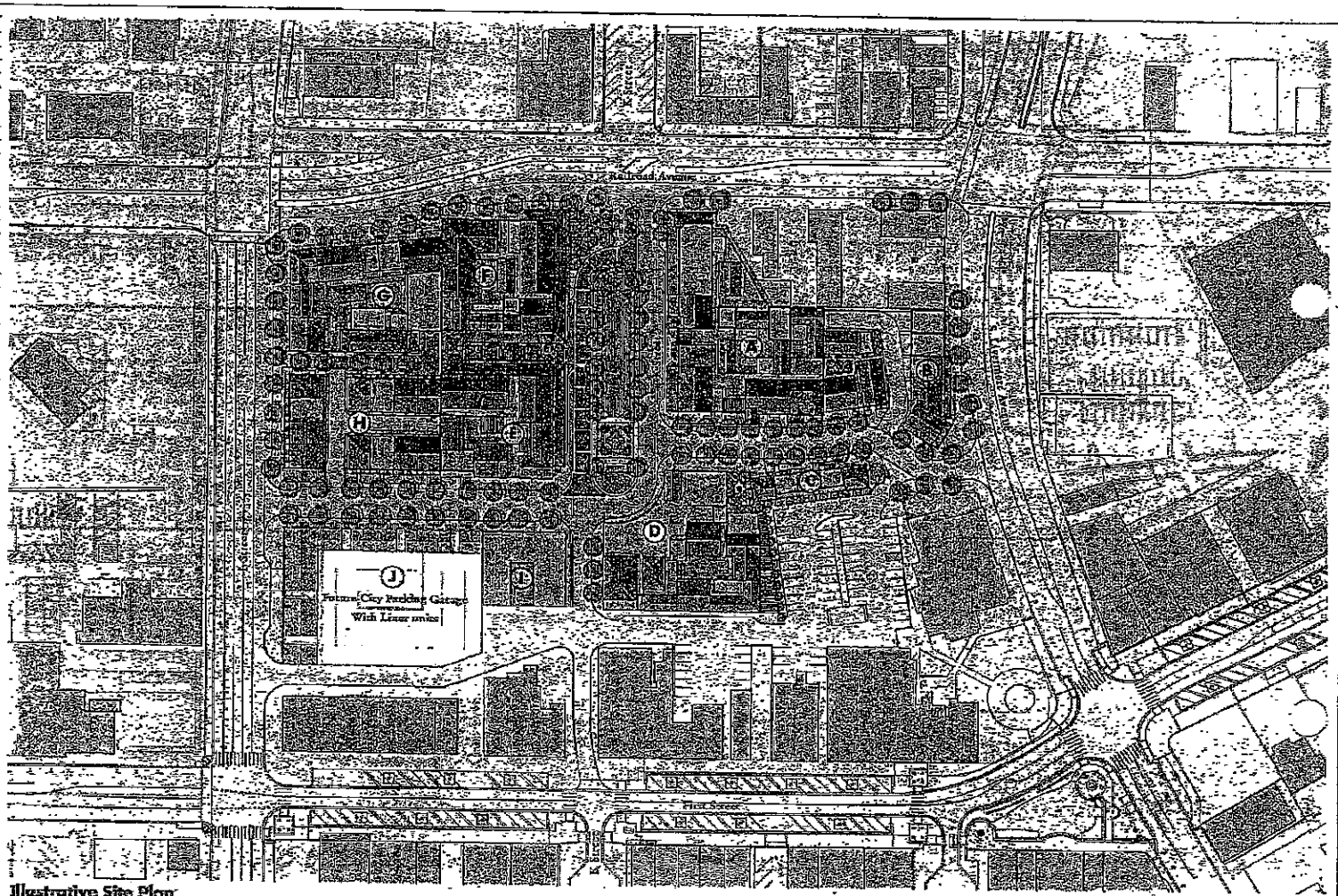
July 31, 2006
Scale: As Noted
A-1

Exhibit B
Page 1 of 1

Project Summary	
Site Area	5.55 acres
Proposed Units	281 units
Proposed Gross Density Indicated per DSP's	42.5 du/acre
Parking Spaces	458 spaces
Podium Parking	385 spaces
Townhouse Garages	70 spaces
Opstreet Parking	83 spaces
Required Public Open Space (150sf/unit)	42,150 sf
Proposed Public Open Space	48,382 sf
Town Green	11,800 sf
Plaza and Paseos	22,970 sf
Podium Courtyards	8,872 sf
Pedestrian Street	5,440 sf
Required Private Open Space (60sf/unit)	16,860 sf
Proposed Private Open Space	22,400 sf
Stoopsand Entry Courts	12,800 sf
Podium Terraces	7,200 sf
Podium Balconies	2,400 sf
Landscaped Areas	3.65 acres

Note: Gross calculations exclude future city garage and liner units. Complete build-out (including garage and liner units) will have 304 units on a 635 acres of a gross density of 48.2 units/acre. The site area for the gross density is calculated to the center line of the surrounding streets.

Building Program Summary	
A – Courtyard Podium Building	
Flex Units	10 units
Residential Units	57 units
Parking Spaces	81 spaces
B – Live / Work	
Live / Work Units	5 units
Parking Spaces	10 spaces
C – Live / Work and Townhomes	
Live / Work Units	2 units
Residential Units	3 units
Parking Spaces	4 spaces
D – Courtyard Podium Building	
Commercial Space	6985 sf
Flex Units	4 units
Residential Units	41 units
Parking Spaces	73 spaces
E – Courtyard Podium Building	
Flex Units	7 units
Residential Units	26 units
Parking Spaces	43 spaces
F – Courtyard Podium Building	
Flex Units	6 units
Residential Units	51 units
Parking Spaces	46 spaces
G – Courtyard Podium Building	
Flex Units	11 unit
Residential Units	33 units
Parking Spaces	52 spaces
H – Townhomes over Flats	
Residential Units	24 units
Parking Spaces	48 spaces
I – Artists Building	
Community / Arts Space	6348 sf
Residential Units	21 units
Parking Spaces	35 spaces
J – City Parking Garage with Liner Units	
Flex Units	11 units
Residential Units	12 units
Parking Spaces	256 spaces



Illustrative Site Plan
Scale: 1'-0" = 50'-0"

©2006 Oyster Hefan, Inc. with Thomas Dolan Architecture
Berkeley, California

Kimley-Horn and Associates, Inc.

ANDERSON PACIFIC LLC

Livermore Village I
Livermore, California

LIVERMORE VILLAGE I, LLC.

July 31, 2006
Scale: As Noted
A-5

Exhibit B
Page 2 of 2

CONDITIONS OF APPROVAL

Vesting Tentative Tract Map 7826 (Subdivision 06-010)
Design Review 06-048
2009 - 2111 Railroad Avenue
(north of First Street, south of Railroad Avenue,
east of South L Street, and west of South Livermore Avenue)
Prepared: October 31, 2006

A. PROJECT AUTHORIZATION

1. The project shall be in conformance with all City ordinances, rules, regulations, and policies. The conditions listed below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

2. The project shall be in conformance with Development Agreement 05-006, and with the Owners Participation Agreement by and among the City of Livermore Redevelopment Agency, the City of Livermore, and Livermore Village I, LLC.

3. Approval is limited to the conformance of the land use with the 2003 General Plan and Downtown Specific Plan. Use of the property shall be limited to those permitted by the 2003 General Plan and Downtown Specific Plan.

4. Vesting Tentative Tract Map 7826 (SUB06-010) and Design Review 06-048 shall expire pursuant to the terms of Development Agreement 06-005.

B. PROJECT SPECIFIC CONDITIONS

1. Vesting Tentative Tract Map 7826: Prior to Final Map approval the applicant shall demonstrate conformance to the following conditions to the satisfaction of the Planning Division:

   a. The applicant shall respond in writing to all conditions contained in this document and its attachments. Responses shall describe how the condition has been met and shall, where applicable, direct the plan checker to the page and/or drawing detail that demonstrates compliance with the condition. A copy of these responses shall be provided with each set of improvement plans.

   b. The applicant shall comply with the requirements of Livermore Municipal Code Section 18.32.035, Affordable Housing, and the Owners Participation Agreement by and among the City of Livermore Redevelopment Agency, the City of Livermore, and Livermore Village I, LLC.

   c. Concurrent with Final Map submittal, the developer shall provide the location and design of mail receptacles, along with the approval of such by Livermore Post Master, for staff review and approval.

2. Design Review 06-048: Prior to the issuance of the first Building Permit, or as otherwise noted, the applicant shall demonstrate conformance to the following conditions to the satisfaction of the Planning Division:

   a. The applicant shall respond in writing to all conditions contained in this document and in the attachments to this document. Responses shall clearly describe how each condition has been met. When the response references construction drawings, the page number and detail reference, if applicable, shall be noted.

   b. Project development shall conform to the standards of the Downtown Specific Plan, and all applicable sections of the Livermore Planning and Zoning Code.

   c. A minor deviation to Downtown Specific Plan Chapter 5, Downtown Core Plan Area, Section 2.1, is approved to allow residential and live-work uses within the ground-floor units of Buildings C and D located on the south side of the proposed ease/west street.

   d. The applicant shall return to the Design Review Committee and the Planning Commission for final review and approval of Phase Two building architecture prior to requesting Phase Two construction permits.

   e. The applicant shall plant additional trees along the east facades of buildings E and F.

   f. The project shall provide opportunities for children's play areas within internal courtyards.

   g. The applicant shall, prior to issuance of a building permit, provide an acoustical study that demonstrates that the project is designed using proper construction methods on all buildings to sound rate the exterior facades, and the interior separation between first-floor uses and residential uses above, to ensure that the maximum interior residential decibel level and the maximum exterior non-residential decibel levels required by the Downtown Specific Plan shall not be exceeded.

   h. The applicant shall work with staff in finding and implementing the most appropriate response to the following conditions of approval related to architecture and design, which are subject to final staff review and approval:

      1. The applicant shall redesign the tower element on the south elevation of Building A, with consideration that it reflect or be similar to the tower element on the west elevation of Building A.

      2. The applicant shall revise the flex unit facades of Building A to incorporate low (pony) walls measuring between 18 inches and 3 feet in height from grade in order to reduce the overall height of the storefront windows.

3. The applicant shall revise the balconies on Building A; considering the addition of spindle work along the bottom of the balcony of the Victorian façade at the southeast corner of K Street and Railroad Avenue, using cantilevered balconies only on the Mission façades on the south elevation, and using a thicker base treatment at the bottom and brackets at the top of the balcony posts of the Craftsman façade at the northeast corner of K Street and the east/west street, or other treatments to provide distinction to the balconies proposed to be used with various architectural styles.

4. The applicant shall add windows and trim to the east elevation of Building A at the staircase volume on the east elevation consistent with the proposed Mission architectural style.

5. The applicant shall add wrought iron window treatments to two of the living room windows on the east elevation of Building A (Mission façade) facing the garage alley, similar to those proposed on the same elevation directly above the parking podium entrance.

6. The applicant shall design the rooftop trellis elements to have a minimum post thickness of one foot square (similar form to the rooftop trellis features of the Gaia Building in Berkeley).

7. The applicant shall revise header and trim details, consistent with the architectural style, for all garage doors on the west elevation of Building B.

8. The applicant shall revise the design of the ground floor storefront elevation for the eastern most live-work unit of Building C, using heavier window and door frames and mullions.

9. The applicant shall provide an architecturally consistent wood garage door at the parking entrance to Building C.

10. The applicant shall revise the south ground-floor facade of Building C and the parking podium walls of Building D on the south and east facades by adding a recessed, arched form in the wall plane that is similar to the arch form of the columned, covered walkway at Building D's curved façade, and place wrought iron trellis structures within these recess features (to be planted with evergreen vines).

11. The north and east exterior façades of the northern most unit of Building B shall be clad with brick masonry to tie the project visually with the adjacent commercial site (Blacksmith Square).

12. All project windows and window details shall be consistent with the requirements of the Downtown Specific Plan, and not use reflective glass, and, where applied, shall use realistic exterior mullions.

13. The applicant shall work with staff to ensure that windows are trimmed and recessed in a manner that is appropriate to the architectural vernacular of the building in which they are set. Deeper recesses shall be used on Building D and the upper panes of all upper floor windows on Building D shall appear multi-paned.

14. Consistent with the Downtown Specific Plan, a minimum of an 18 inch roof overhang is required on all buildings where overhangs are part of the roof form.

15. Roof mounted equipment shall be completely screened by building parapets or architectural enclosures that are derived from the building's architectural expression.

16. Prior to the issuance of a building permit, the applicant shall provide a directional signage plan for review and approval by Livermore Community Development, Police and Fire Department staff.

17. Lighting and site furnishings within public rights-of-way shall be the same as or equivalent to those used within the First Street Streetscape Improvement project area (between South L Street and Maple Street), and consistent with all City Standard Details.

18. Revise the alley between buildings A and B to reduce the depth of the garage aprons on the east side of the alley and add more landscape area to the west side of the alley.

19. Revise plan drawings where necessary to provide access to the parking podium for Building D from the alley.

20. The project shall provide a community room for the residents.

i. Prior to the issuance of a building permit, the applicant shall return to the Design Review Committee and Planning Commission for final review and approval of Phase One specific building color schemes.

j. Prior to the issuance of a building permit, the developer shall provide a detailed landscape plan that demonstrates compliance with the Downtown Specific Plan and the City's Water Efficient Landscape Ordinance, and provides the necessary planting, paving, lighting, fencing, and site furnishing details for Design Review Committee and Planning Commission review and approval.

k. The applicant shall work with staff and the adjacent property owner to develop the appropriate style and design of a fence, or no fence, as the case may be, with regard to the property lines abutting the adjacent commercial property parking lot at the southeast corner of the project site. Proposed fencing shall

return to the Design Review Committee and Planning Commission for final review and approval as part of the landscape plan as required by Condition of Approval B.2.j.

l. Crosswalks shall be designed to be smooth inside with a textured border and no manholes or grates within.

m. Decomposed granite may be used as a paving material in limited instances where compelling reasons are provided and where properly designed to address maintenance issues, and shall be reviewed with the Final Landscape Plan to return to the Design Review Committee and Planning Commission for final review and approval.

n. Signage for individual commercial, artist/community, and live-work uses shall be issued under separate administrative design review permits as required by the Downtown Specific Plan.

o. A minor deviation to Downtown Specific Plan Chapter 7, Circulation and Transportation, street and alley design requirements, is approved to allow the K Street extension to be constructed using a 32 foot right-of-way, 27 feet curb to curb with 7 feet of parallel parking on one side and two 10 foot travel lanes (one in each direction), and the east/west street to be constructed using a 44 foot right-of-way, 34 feet curb to curb with 7 feet of parallel parking on both sides and two 10 foot travel lanes (one in each direction), consistent with the intent of the Downtown Specific Plan, and to the approval of the Livermore/Pleasanton Fire Department and Livermore Engineering Division.

p. Parking to serve the 6,015± square foot non-residential component of Building D, and all of Building I, shall be provided in-lieu within the future City parking garage, consistent with the parking provisions of the Downtown Specific Plan.

q. All utility service facilities and devices, including fire backflow prevention devices, PG&E transformers, water service backflow devices, and other utility service facilities and devices shall be located internal to the project buildings, within parking podiums, or vaulted underground.

r. A bus shelter shall be required on Railroad Avenue adjacent to the bus turnout as required by the Engineering Division Considerations and designed to match the architecture of the adjacent project building consistent with the requirements of the Livermore-Amador Valley Transit Authority and the Engineering Division. Architectural design shall be approved by Planning Staff.

s. The project shall be subject to the requirements of the City's Right to Downtown Operations Ordinance.

t. Pursuant to Section 2-42-020 of the City of Livermore Municipal Code, proposed public art pieces shall be presented to the Commission for the Arts for review and recommendation to the City Council.

u. The relocation of the Southern Pacific Railway Depot shall be processed consistent with the requirements of the Downtown Specific Plan, in compliance with the Secretary of the Interior's Standards for Rehabilitation, and consistent with the preliminary policy guidance of the Livermore Historic Preservation Commission. If relocated, the preferred location for relocation of the Depot is the Livermore Transit Center. A detailed (not conceptual) final relocation and rehabilitation plan (including location, funding, use, and renovation, consistent with and maintaining the Depot's S3 classification rating) shall be reviewed by the Historic Preservation Commission and Planning Commission prior to issuance of Building Permits for Phase Two project development. An additional, separate environmental analysis will be performed on the final relocation and rehabilitation plan in compliance with CEQA.

v. The development of the central green shall be completed prior to the issuance of the final occupancy permit for Phase Two, and shall be bonded prior to the commencement of construction of Phase One to assure development.

C. GENERAL CONDITIONS OF APPROVAL

1. Development shall conform to the Vesting Tentative Tract Map and Design Review documents designated by the City as Exhibit B-1. Exhibit B-1 shall consist of the documents amended by the applicant to reflect any changes indicated above in the Project Specific Conditions or required by the City in the approval process. The applicant shall submit any required amended documents to the Planning Division within 90 days of project approval. Failure to submit the amended documents will result in a delay in approval of the final map.

2. The development impact fees (traffic impact, housing in-lieu, park dedication in-lieu, etc.) and project processing fees due in connection with this permit shall be based upon the fees in effect at the time the fee is paid.

3. The Planning Division may approve minor modifications to the architectural elevations, landscape and irrigation plans, or site layout of the project provided that the minor modifications are in substantial conformance with the original project approval and are consistent with the requirements of the Downtown Specific Plan.

4. The project shall be subject to the additional Conditions of Approval, which are contained in the City of Livermore Standard Zoning Conditions.

5. Prior to receiving a Building Permit for excavation, grading, or construction on the site, the applicant shall contact the Alameda County Vector Control Services District to determine if any pre-baiting requirements are necessary to control migration of vermin to adjacent property.

6. Approval of Vesting Tentative Tract Map 7826 (SUB06-010) and Design Review 06-048 does not constitute an authorization to commence construction. Building construction, alterations, repairs, sign erection, or occupancy shall not be permitted without prior approval of the Building Division through the issuance of any required permits.

7. Prior to first improvement plan check submittal the developer shall submit for review and approval an ADA site accessibility plan to ensure compliance with current ADA standards.

D. OTHER DEPARTMENT/DIVISION CONDITIONS

The following conditions are neither detailed nor necessarily complete. For further information or assistance, contact the appropriate City Department.

1. Engineering Division

   Development shall conform to the attached Engineering Considerations (Exhibit A), dated September 11, 2006.

2. Fire Department

   Development shall conform to the attached Livermore/Pleasanton Fire Department Conditions (Exhibit B), dated July 6, 2006.

3. Police Department

   The project shall be required to conform to the provisions of the Security section of the Livermore Municipal Code.

4. Water Resources

   Development shall conform to the attached Water Resources Memorandum (Exhibit C), dated June 28, 2006.

5. Livermore Area Recreation and Park District

   Development shall be required to pay in-lieu fees for all residential units.

6. Alameda County Flood Control and Water Conservation District – Zone 7

   Development shall conform to the provisions of the attached Zone 7 letter (Exhibit D), dated July 5, 2006.

DATE: September 11, 2006

ENGINEERING CONSIDERATIONS - EXHIBIT "A"
(Subject to revision prior to final approval
by Planning Commission and City Council)

VESTING TENTATIVE TRACT MAP 7826
Livermore Village

LOCATION: Site Bounded by South "L" Street, Railroad Avenue, South Livermore Avenue and First Street

APPLICANT: Livermore Village I, LLC

Note: Specific conditions are shown in large type. Standard conditions that apply to this project are shown in small type. In addition, standard conditions of approval for this project are listed in Section II of the Development Plan Check and Procedures Manual.

1. DEFINITIONS

For the purpose of this agreement, the following words shall have the meanings respectively ascribed to them by this section:

Developer:	Person(s) or Corporation(s) signing final map(s) and subdivision agreement(s)
Improvement Plans:	Construction drawings for required public and private improvements
Services:	Utility lateral, or any portions of a conduit cable or duct, between a utility distribution line and the site it serves

2. VESTING TENTATIVE MAP

Approval or conditional approval of this vesting tentative map shall not limit the City Engineer's ability to require workable designs on future grading and improvement plans based upon these Engineering Considerations and the City's standard engineering specifications and details.

3. GENERAL

A. The project shall be in conformance with all City Ordinances, rules, regulations, and policies. The conditions listed below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

B. Approval this tentative tract map shall not supersede these Engineering Considerations and any applicable City Standards nor limit the City's Engineer's ability to require workable designs on

future grading and improvement plans based upon these Engineering considerations and the City's Standard engineering specifications and details.

C. All required improvements in phase I of this project shall be constructed prior to occupancy of the new residential units in phase I of this project.

D. IMPROVEMENT PLANS - Exhibit A-1

An engineered improvement plan shall be prepared by the Developer for approval by the City's Departments (including the Community Development, Public Works, Fire, and Police Department), which shall include, but not necessarily be limited to, existing site conditions, dedications, grading plans, street design and grades, curb, gutter, sidewalk and driveway grades, and type, size and location of all public works improvements as herein required. Approval of this tentative map does not constitute approval of the details shown thereon. If there is any conflict between the tentative map and these Engineering Considerations, the Engineering Considerations shall govern.

In accordance with the City of Livermore Development Plan Check and Procedures Manual, the developer shall make complete submittals of the improvement plans, final map and necessary items as identified in the Plan Check and Procedures Manual and these engineering considerations for each phase of development as discussed herein.

E. STANDARDS FOR IMPROVEMENT PLANS AND MAPS

All improvement plans and maps shall conform to the following City of Livermore documents except as modified by these engineering considerations:

1. City of Livermore Standard Specifications and Details
2. Development Plan Check and Procedures Manual

Completed final map and improvement plan checklists from the manual entitled "City of Livermore, Development Plan Check and Procedures Manual" shall be submitted with the first plan check submittal for each phase.

F. STANDARD CONDITIONS OF APPROVAL IN THE DEVELOPMENT PLAN CHECK AND PROCEDURES MANUAL

All of the standard conditions of approval for subdivisions and major projects as listed in Part II of the City of Livermore Development Plan Check and Procedures Manual apply except for the following: (A-2, A-4, A-10, A-13, A-14, A-15, A-16, B-7, B-8, B-13, B-14, B-15, G-1,G-2, K-1, K-2 & K-3).

G. WORK IN OTHER JURISDICTIONS

The Developer is responsible for obtaining permits and approvals for construction work and property acquisition that are required by agencies other than the City of Livermore.

4. STREETS

A. SPECIFIC REQUIREMENTS

All public sidewalks located outside the public right-of-way shall be located within dedicated sidewalk easements. Sidewalks are required on both sides of all streets unless otherwise noted.

South "L" Street between the West Project Entrance and Railroad Avenue
The section of South "L" Street between the west project entrance and Railroad Avenue has an existing 80' right-of-way. The developer shall make improvements to South "L" Street to create a street cross section consisting of the following:

9.50' sidewalk, curb and gutter (east side)
7' on-street parking (east side)
12' outer lane (east side)
10' inner lane (east side)
10'common left turn lane
10' through lane (west side-existing)
12' outer right turn lane (west side - existing)
12' sidewalk, curb and gutter (west side - existing)

A 1-1/4" AC overlay shall be applied across the entire width of "L" Street along the project frontage prior to restriping. Vehicle and pedestrian access to the existing businesses shall be maintained during construction.

The west project entrance on "L" Street shall be reconstructed to create an at-grade entrance. The radius at the face of curb shall be a minimum of 25 feet.

Railroad Avenue between South "L" and Livermore Avenue:
Railroad Avenue has an existing 90' right-of-way. Existing striping and medians shall be removed. A new 6' median and striping shall be installed to create a street cross section consisting of the following:

10' curb, gutter and sidewalk (south side)
12' – 13' outer lane (varies)
12' – 14' inner lane (south side)
6' median
10' dedicated left turn lane from westbound Railroad Avenue left onto southbound "L" street
10' dedicated left turn lane from eastbound Railroad Avenue left onto northbound Livermore Avenue

Lane configuration and sidewalk on the north side of Railroad remains unchanged.

There will be a project entrance located mid-block on Railroad Avenue. The entrance shall be constructed to permit left and right turns into the project site. Outbound traffic will be limited to

right turns only onto eastbound Railroad Avenue. The entrance shall be an at-grade entrance. Face of curb radius shall be a minimum of 25 feet.

A new bus stop with shelter shall be installed per Livermore Amador Valley Transit Authority (LAVTA) standards. See City Standard Construction Detail ST-15 for details regarding bus stop dimensions and construction details. The bus stop and shelter are to be on the south side of Railroad Avenue, west of the project entrance. The shelter and bus stop location shall be near the intersection of Railroad and "L" street to encourage pedestrian street crossings to occur at the Railroad Avenue and "L" Street signalized intersection. Bus stop location and dimensions shall be approved by both LAVTA and the City's Transportation Manager prior to approval of improvement plans.

A 1-1/4" AC overlay shall be applied on Railroad Avenue along the project frontage to the centerline prior to restriping.

Livermore Avenue from Railroad Avenue to First Street:
The existing striping on southbound Livermore Avenue approaching Railroad Avenue shall be modified to permit one dedicated left turn lane, one dedicated through lane and one dedicated right turn lane. The curb return on Livermore Avenue at Railroad Avenue (southwest corner) shall be extended into the existing southbound right lane. Southbound Livermore Avenue, south of Railroad shall be restriped to remove the existing outer lane and to add additional on-street parking. Parking stalls shall be a minimum of 8' wide.

The east project entrance on Livermore Avenue shall be reconstructed to create an at-grade entrance. Face-of-curb radii shall be a minimum of 25 feet.

A 1-1/4" AC overlay shall be applied on Livermore Avenue along the project frontage prior to restriping. Vehicle and pedestrian access to the existing businesses shall be maintained during construction to the maximum extent practicable

Interior East-West Street
The interior east-west street is a minor street and shall have a 44 foot right-of-way. Sidewalk widths vary but are typically 15 feet. Pavement shall be standard A.C. with the street structural section to be determined based on traffic index and soil load bearing capacity.

The street cross section shall consist of:
10' Public Access Easement (PAE) and Public Utility Easement (PUE) (north side)
5' sidewalk, curb and gutter (north side)
7' on-street parking (north side)
10' lane (north side, westbound lane)
10' lane (south side, eastbound lane)
7' on-street parking (south side)
5' sidewalk, curb and gutter (south side)
10' Public Access Easement (PAE) and Public Utility Easement (PUE) (south side)

Interior North-South Streets

The north-south street right-of-way varies The northern portion of the street includes the central park and shall have a 114 foot right-of-way with an additional 20 feet (10 feet each side) of public access easement for a total of 134 feet. The street cross section shall consist of:

10' public access easement (east side)
5' sidewalk, curb and gutter (east side)
7' on-street parking (east side)
10' outer lane (east side)
10' inner lane (east side)
50' central park
20' combined Emergency Vehicle Access and decorative paving.
7' landscaping
5' sidewalk
10' public access easement (west side)

Minor adjustments to face of curb radii, street width, overall park dimensions, or other street facilities may be necessary to provide adequate clearance for truck turning movements. Demonstration of adequate clearance must be made to the satisfaction of the City Transportation Manager.

Street structural section shall be determined based on traffic index and soil load bearing capacity.

5. TRAFFIC SIGNALS

The traffic signal cameras for the north leg of the traffic signal at Railroad Avenue and Livermore Avenue shall be adjusted to accommodate the new lane configuration for southbound Livermore Avenue at Railroad Avenue.

6. DEVELOPMENT IMPACT FEE CREDITS AND REIMBURSEMENTS

This project will receive credits against the Development Impact Fees for commercial buildings that were existing on the site at the time the property was acquired by the developer.

7. SANITARY SEWERS

A. If the Developer chooses to install the City standard asphalt street section, the sanitary sewer lines in the private streets may be publicly maintained.

B. If the Developer chooses to install enhanced specialty paving (i.e. pavers, stamped concrete, stamped asphalt, etc.) instead of City standard asphalt street section, the sanitary sewers and the streets will be privately-owned and maintained. In order to differentiate the ownership of public and private facilities, the developer shall provide additional structures (manholes and or cleanouts) to be installed at the boundary line between the public and private areas.

C. If the Developer chooses to install the City standard asphalt street section for the majority of the streets with specialty paving (i.e. pavers, stamped concrete, stamped asphalt, etc.) only in a few areas to act as "accents" to the project entry or other areas as approved by the City Engineer, the sanitary sewer may be publicly maintained. In order to facilitate the maintenance and repair of the public sanitary sewer lines, the Developer shall install double-walled pipe or other pipe protective measures as approved by the City Engineer, in all locations where the pipe runs under specialty paving. Additionally, no pipe joints will be allowed in specialty paving areas.

D. The tentative map shows the sanitary sewer system connecting to the existing 24" sanitary sewer main in Railroad Avenue. A Type I maintenance structure shall be installed at the point of connection on Railroad Avenue. New 8" mains shall be installed in the east-west and north-south interior streets.

E. Any existing sanitary sewer lines on site shall be removed or abandoned to the satisfaction of the City Engineer.

F. Sewer shall be extended across all frontages of each phase.

G. Sewer laterals with two way cleanouts behind the curb shall be installed to each building or before the streets are surfaced.

8. STORM DRAINAGE

A. GENERAL

A. This site is subject to the Regional Water Quality Control Board permit requirements in Section C.3, which requires that all sites one acre or more that add or replace more than 50% of the existing impervious surface, provide calculations demonstrating the required treatment of 80% of the drainage. Storm drains in the private streets as well as all post-construction storm water controls shall be privately-owned and maintained. A drainage study is required to show that the storm drain pipe sizes are appropriate. A plan sheet showing the location of all post-construction storm water controls shall accompany the calculations. The drainage study and storm water treatment calculations with the plan sheet are required with the first plan check.

B. If the Developer chooses to install enhanced specialty paving (i.e. pavers, stamped concrete, stamped asphalt, etc.) instead of City standard asphalt street section, the storm drain lines and the streets will be privately-owned and maintained. In order to differentiate the ownership of public and private facilities, the developer shall provide additional structures (manholes and or storm water inlets/catch basins) to be installed at the boundary line between the public and private areas.

C. There is an existing 21" storm drain line that crosses the project site from east to west. The existing line shall be removed and replaced with a 36" storm drain line. The alignment of the east-west street requires several 90-degree turns in the new storm drain line. The developer shall provide storm drain flow calculations that demonstrate the proper functioning of the storm drain line.

D. The minimum storm drain size is 12 inches in diameter.

E. This site is subject to the National Pollutant Discharge Elimination System (NPDES) Program. Prior to the issuance of the initial grading or building permit, the developer shall provide evidence that the site is covered by the statewide General Permit to Discharge Storm Water associated with construction activity. This requires confirmation that a Notice of Intent (NOI) and the applicable fee was sent to the State Water Resources Control Board. In addition, the grading plans need to state: "All grading shall be in accordance with the Storm Water Pollution Prevention Plan prepared by the developer per the Notice of Intent on file with the State Water Resources Control Board".

F. The developer shall treat 80 percent of the storm water runoff from this site prior to having the storm water enter the City's storm water distribution system. The developer shall provide a storm water treatment plan with calculations indicating treatment of 80 percent of this site. Approval of this plan and calculations by the City is required prior to the issuance of a building permit. Prior to occupancy, the applicant shall enter into a maintenance agreement with the City of Livermore for all storm water treatment devices deemed necessary on this site.

9. WATER SUPPLY (CAL WATER)

This project is within the California Water Supply Company service area. Water distribution plans shall be prepared and/or reviewed and approved by California Water Service Company. The water system shall be looped with main connections to "L" Street, Railroad Avenue and Livermore Avenue.

Water mains shall be extended across all frontages of each phase. Any water service that is to be abandoned or that was previously stubbed out to the site but will not be used by the development, shall be removed by the developer.

10. JOINT TRENCH UTILITIES

All existing and new electric (with the exception of any 60 KV and higher voltage wires) and communication lines along the project frontage and within the project shall be placed underground. Electric, gas, Comcast and SBC utilities are required and shall be placed in a common trench. All electric transformers shall be placed underground. Joint trench plans shall be reviewed and approved (with authorizing signatures) by the individual utility companies included on the joint trench plans before joint trench work begins.

No facilities other than those described under California Public Utilities Code Section 7901 may be constructed, installed, maintained, or repaired in the public rights-of-way in the City of Livermore unless specifically authorized by the City Engineer.

11. PEDESTRIAN ACCESS REQUIREMENTS

Sidewalks and handicap ramps shall be installed per City Standard Details. Any proposed special or decorative sidewalk finish must be reviewed and approved by the City of Livermore Engineering and Planning Divisions. Sidewalks shall be removed and replaced at the following locations:

- Along the east side of "L" Street between Railroad Avenue and the project west entrance.
- Along the south side of Railroad Avenue between "L" Street and the project property line to the east of the Railroad Avenue project entrance.

- Along the west side of Livermore Avenue between Railroad Avenue and the project entrance.

12. MEDIANS AND OTHER LANDSCAPED AREAS

The City has a centralized irrigation system master controller located at the City's Maintenance Service Center. The developer shall install a City standard centralized irrigation controller system with communication accessories for all pubic landscaping that is maintained by the City.

13. HORTICULTURIST'S REPORT

(Not Used)

14. SPECIAL DISTRICTS

A. LANDSCAPING MAINTENANCE AND OPERATION

All phases of the development shall either form a new Maintenance District prior to final map approval for the first phase or the developer shall provide an alternate source of funding or maintenance mechanism as approved by the City. If the developer chooses to form a new Maintenance District, the owners of this tract will be assessed for assessment district costs related to maintenance, operation, repair and replacement of the tract's public street lighting, public landscaping, public backing lot walls and any public special amenities located within the public right-of-way or easements. The items to be maintained include but are not limited to the following:

1. All landscaping, landscape irrigation, irrigation controllers and street trees along the existing public street frontage ("L" Street, Railroad Avenue and Livermore Avenue).
2. All landscaping, landscape irrigation, irrigation controllers, street trees and concrete pedestrian walkways along the east-west street.
3. All landscaping, landscape irrigation, irrigation controllers, street trees and concrete pedestrian walkways along the north-south street.
4. The Railroad Avenue Gateway Pavilion.
5. All landscaping, landscape irrigation, irrigation controllers, turf and turf irrigation, irrigation controllers, trellises, hardscape areas, pavers, trees, earth swales, fountains, play equipment, benches, public artwork, park lighting, the park pavilion (central element) and fences within the central park.
6. Landscaping, landscape irrigation, irrigation controllers, turf areas and turf irrigation, benches, fountains, hardscape, pavers, fences, trellises within the courtyards, dooryards and pedestrian paseos.
7. The Central Arcade.
8. The Park Side Arcades.

The developer shall agree to a first year's lot by lot assessment equivalent to the Maintenance District's first twelve months of estimated costs. The developer shall be responsible for all costs and work which are required for this Maintenance District.

The developer shall submit an Engineer's Report regardless of whether or not a Maintenance District is formed. The Engineer's Report shall be submitted in a hard copy format, and in computer formats on a disk. The computer formats for the Engineer's Report shall be Microsoft Word 2000 for Windows and Microsoft Excel 2000 for Windows (as applicable) to be compatible with the City's computer system.

B. BENEFIT DISTRICT/OTHER DISTRICTS

This project is within the Downtown Specific Plan area. The property owner(s) shall support the formation of the Downtown Landscape Maintenance District (LL-859).

15. AIRPORT LOCATION

(Not Used)

16. SUBDIVISION AGREEMENT AND SECURITY

Following tentative map approval, the Subdivision Improvement Agreement will not be submitted to the City Council until the Developer has submitted all of the documents indicated in the "Final Approval of Tract Map Checklist" in the Development Plan Check and Procedures Manual at least 28 days prior to the city council meeting at which the final map will be considered for final approval by the City Council.

17. FEE AMOUNTS

The Developer will be required to pay the applicable development impact fees and project processing fees due in connection with this subdivision. The fee shall be the amount in effect at the time the fee is required to be paid.

18. VEHICLE ACCESS

Prior to construction of the project improvements, the Developer shall submit for review and approval a traffic control plan for providing safe entry to and exit from the site. The purpose of the plan is to insure that there will be safe entry and exit by construction and other vehicles during the construction of the project improvements.

Access to the development by construction equipment, material delivery and other heavy loads shall be limited by the Developer to the following route:

Highway 580 to North Livermore Avenue to the project site or Isabel Avenue to Stanley Boulevard to Railroad Avenue to the project site.

Highway 580 to First Street to Maple Street to Railroad Avenue to Livermore Avenue to the project site.

Isabel Avenue to Stanley Boulevard to Railroad Avenue to Livermore Avenue to the project site.

Such heavy loads will not be allowed on existing residential streets in the vicinity of the development.

The wheel-loading on the above routes shall not exceed State load limits.

19. DEVELOPMENTS WITH PRIVATE ROADWAYS AND UTILITIES

The private improvements of the private street system are part of the improvements required of this subdivision. For this reason, the Developer shall pay Engineering Division plan check and construction inspection fees and the City Engineering Division will provide these services. The Developer will also provide subdivision security for the required private improvements.

All common spaces that will be privately owned shall be maintained by a Homeowner's Association for the project.

20. PHASING

The developer is proposing to construct Tentative Tract Map 7826 in two phases as shown on the tentative parcel map. The required improvements for the project shall be bonded for and constructed, (and the necessary dedications made) with the respective phases of Tentative Tract Map 7826 as follows:

Phase I:

a) The north-south street (identified as "K" Street on the phasing diagram) from the project entrance, along the east side of the central park to Building "D" and associated utilities, sidewalks, landscaping and street lighting.
b) Median improvements in Railroad Avenue from the project entrance to Livermore Avenue.
c) Median island and street improvements required to reconfigure the intersection of Railroad Avenue and "K" Street.
d) Intersection work at Livermore Avenue and Railroad, including traffic signal work as necessary, to convert the outer, southbound lane from a "through-right" into a "right only" lane.
e) Frontage improvements on Livermore Avenue from Railroad to the east project entrance including curb, gutter sidewalks, associated utilities landscaping, and street lighting.
f) The east-west street from Livermore Avenue to the central park including curb, gutter, sidewalks, associated utilities, landscaping, and street lighting.
g) The eastern half of that portion of the north-south street from the project southern boundary to the east-west street, on the east side of the centerline, including the street, curb, gutter, sidewalk, and associated utilities, landscaping and street lighting.
h) The central park landscaping, turf, irrigation systems, pavilion, fountains and lighting.
i) Sewer, storm and water mains for both the phase I and phase II areas.

Phase II:

a) East-west street from "L" Street to the central park including curb, gutter, sidewalks, associated utilities, landscaping, and street lighting.

b) The Emergency Vehicle Access located on the west side of the central park from Railroad Avenue to the southern end of the central park and associated landscape and utility improvements.
c) Frontage improvements on "L" Street from the project entrance to Railroad Avenue.
d) Frontage improvements on Railroad Avenue from "L" Street to the project entrance on Railroad Avenue.
e) The western half of that portion of the north-south street from the project southern boundary to the east-west street, on the west side of the centerline, including the street, curb, gutter, sidewalk, and associated utilities, landscaping and street lighting.

21. HOMEOWNER MAINTENANCE ASSOCIATION

The developer shall be required to establish a Homeowner's Maintenance Association and provide Codes, Covenants and Restrictions prior to approval of the Final Map to cover maintenance of those portions of the project that are utilized by the residents and are privately owned.

RGV: LWP: KMD
S:\Development Section\PLANNING\Tentative Tracts\VTTM 7826 Livermore Village 9-11-06 kmd

FIRE001: All construction shall conform to the requirements of the City of Livermore Building Department and City of Livermore Ordinance 1669 and 1735 relative to automatic sprinkler and fire alarm systems. All required permits should be obtained.

FIRE002: Automatic fire sprinklers shall be installed in all occupancies in accordance with Livermore Municipal Ordinance 1669 and 1735. Installations shall conform to NFPA Pamphlet 13 or Livermore Sprinkler Standard 9-3 (2002 Edition) for residential occupancies.

FIRE003: All commercial, industrial, and multi-family residential occupancies shall have valve tamper and water flow connected to an Underwriters Laboratory (UL) listed Central Station Service. Installation shall comply with NFPA 72-1999 Edition. The applicant shall be required to contract DIRECTLY with an Underwriters Laboratory certified company to provide fire alarm installation and monitoring. Fire Department plan check includes specifications, monitoring certificate(s), installation certificate and alarm company U.L. certificate. Fire alarm annunciation shall be at location(s) approved by the Fire Prevention Bureau. The Fire Prevention Bureau will witness all acceptance tests.

FIRE007: City of Livermore Ordinance 1669 and 1735 requires that all new and existing occupancies be provided with an approved key box as specified by the Fire Department. The applicant is responsible for obtaining approval for location and the number of boxes from the Fire Prevention Bureau.

FIRE016: The Fire Prevention Bureau reviews building/civil drawings for conceptual on-site fire mains and fire hydrant locations only. Plan check comments and approvals DO NOT INCLUDE:

- Installation of the on-site fire mains and fire hydrants. Specific installation drawings submitted by the licensed underground fire protection contractor shall be submitted to the Fire Prevention Bureau for approval.
- Backflow prevention or connections to the City or California Water Service public mains.
- Connections to public water mains and associated backflow equipment shall be submitted to the City Public Works Department for review and approval. The Public Works Inspection Division does all connection inspections. The Public Works inspection number is (925) 960-4500.

FIRE019: Fire hydrants shall be installed according to City of Livermore Public Works Standard #W-1 in such a number and location as approved by the Fire Chief or Fire Marshal. Fire hydrant locations shall be shown on the plans submitted for a Building Permit.

FIRE021: On-site access ways and internal drives shall be designated as fire lanes and identified as such by red curb striping and posted with signs at locations approved by the Fire Department. Signs shall be according to state standards and read "No Parking - Fire Lane" and must be shown on the plans. The following schedule shall apply:

Width	Requirements
36 Feet or Greater	No Requirements
Between 28 and 36 Feet	Post one side
Between 20 and 28 feet	Post both sides
Less than 20 feet	Not permitted

Where Fire Department vehicle access through or around a site involves changes in direction or curves, minimum-turning radius shall be as follows. Inside radius of 45 feet and outside radius of 55 feet shall be provided to facilitate fire truck turning radius for entry and exit from the site.

FIRE023: Address numbers shall be installed on the front or primary entrance for all buildings. Minimum building address character size shall be 12" high by 1-1/2" stroke. Where multiple access is provided, address or tenant space number shall be provided on each access and/or warehouse door and character size shall be no less than 6" high by 1" stroke.

FIRE028: Temporary office construction/modular buildings shall have the following requirements:

- Provide one 2A 10B:C fire extinguisher in a readily accessibly location adjacent to the primary exit to the unit(s)/modular(s). Show locations on the plans.
- Provide a minimum of one battery-operated smoke detector. When the unit is broken up into multiple spaces such as office(s) and storage area(s), a smoke detector shall be installed in each area.

FIRE032: Industrial and Commercial Development. The following items will be provided prior to any construction above the foundation or slab. NOTE: Periodic inspections will be made for compliance.

a. Emergency vehicle access shall be provided to the site. If Public Works Improvements are part of the project to access the site, an emergency vehicle access plan shall be submitted for review and approval.
b. Site access shall be provided prior to any construction above the foundation or slab. Based on the Site Plan Approval the access shall be installed.
c. Where multiple buildings are under construction, access shall be provided around all buildings as specified on the Site Plan Approval or Exhibit B.

d. Emergency vehicle access shall be a minimum of 20 feet in width. A clear height free of obstructions (power, cable, telephone lines, tree limbs, etc.) shall be provided. This clearance shall be a minimum of 13 feet-6 inches.
e. If permanent access or site paving is not provided, the carrying capacity of the emergency vehicle access shall be 55,000 pounds under all weather conditions.
f. Site staging area(s) shall be provided for materials and equipment. All staging areas shall be outside of the emergency vehicle access route shown on the approved plans.
g. Where on-site fire hydrant(s) are required, they shall be installed, flushed and all valves open prior to any construction above the foundation or slab. This includes concrete tilt-up and masonry buildings. Temporary aboveground water storage tanks are not permitted as alternative water supply sources for commercial and industrial development.
h. On-site fire hydrant(s) shall not be obstructed and shall be sufficiently above grade to have all hydrant valves and outlets accessible for emergency use.
i. Prior to request for final inspection, all access roads, on-site access and fire hydrants shall be provided. All fire hydrants shall be acceptance inspected and tested to applicable City Public Works Standards.
j. Where a project is phased as part of the development approved by the City, specific access, water supply and fire hydrant installations will be required as part of each phase. As needed a phasing plan with these improvements will be required.
k. Any industrial / commercial development where recycled water is provided for fire protection shall meet City Water Resources Division installation standards and shall be in-service prior to any construction above the slab or foundation.
l. Where on-site grading/utility plans are submitted for review and approval prior to building construction drawings, emergency vehicle access routes, fire hydrant locations, material staging areas, etc. shall be provided.
m. Questions shall be directed to the Fire Prevention Bureau Fire Marshal or Assistant Fire Marshal at (925) 454-2330.

CON0002592: The proposed fire truck access configuration continues to reflect inadequate turning radius for the truck sized apparatus. Livermore Traffic Engineering Dept. has run an over lay template which is not the same as proposed by the applicant.

CON0002593: Conflicts with fire hydrant locations and fire truck access at intersections is also noted.

CON0002594: Due to limited truck access (ability to use the elevated ladder/platform). The Fire Department recommends that all three story buildings

meet the same California Building and Fire Code requirements for a Class 1 standpipe.

CON0002595: Minimum Class One (1) standpipe requirements apply to four story or taller buildings.

CON0002596: Proposed phasing schedule improvements are acceptable.

CITY OF LIVERMORE
PUBLIC SERVICES

WORKING TOGETHER TO EFFICIENTLY MAINTAIN, DEVELOP AND IMPROVE THE CITY OF LIVERMORE

INTEROFFICE MEMORANDUM

DATE: June 28, 2006

TO: Jenny Turnbull, Planning

FROM: Steve Aguiar, Water Resources

SUBJECT: Livermore Village

The Water Resources division has the following comments on the project:

1. Site design practices must be implemented to promote infiltration of stormwater and reduce the amount of impervious surface on the site and must **provide treatment for at least 85% of the developed site's (including roof areas) stormwater runoff according to the specific hydraulic sizing requirements as detailed in comment #3**. Wherever possible, the use of bioswales, filter strips or other landscaped features must be utilized to reduce the volume of runoff and to Also, the use of permeable pavements or ground cover such as unit pavers on sand, turf blocks, or granular pavements is strongly encouraged where appropriate. Storm drain inlets should be located in turfed areas, with parking lots and roof runoff draining over landscaping prior to discharge into storm drain. This may require alternate parking lot, curb or landscape planter designs, including the use of curb cuts or "flush" curbs to allow runoff to flow into landscaped areas. The swale area must be densely vegetated with conventional turf, approved alternatives to conventional turf, or other approved vegetation referenced in the attached approved planting lists. Swales must be densely vegetated with minimal or no bark material. Erosion control practices must be implemented and maintained until such a time that the vegetation in the swale has established allowing the proper function of the drainage area as a "bioswale".

   All swales proposed for the project must meet the objectives outlined in the attached **"Swale Design Guidance"** and the attached **"Approved Plant List"** documents (Standard Details L-21A, B & C).

   WRD staff met with the applicants on January 24, 2005 to discuss stormwater treatment requirements for this project. During this meeting we discussed the following:

The project may meet the conditions of section C.3.g.v of the NPDES permit which allows some exemptions to the C3 requirements provided the applicant can substantiate the financial burdens and/or impracticality requirements, as the project is high-density residential within ¼ mile of a transit corridor. This would, however, still require the applicant to provide stormwater treatment and design measures to the Maximum Extent Practicable. The applicant should investigate incorporating the use of the site's planter boxes as stormwater treatment versus relying on the use of less effective, and often times, more costly, mechanical devices for treatment. However if it is determined that it is not possible to incorporate the use of passive vegetated-type treatment (in addition to the swales provided near the Park), the applicant may propose the use or an approved equivalent mechanical device designed to meet stormwater treatment requirements. Attached along with this memorandum is some information on a stormwater treatment measure that is relatively "new" to the west coast; however, it has been used in many applications on the east coast. The applicants are encouraged to evaluate the use of the "Filterra Stormwater Bioretention Filtration System" as part of their design analysis. According to the manufacturer this product has been successfully used in many similar redevelopment projects in other parts of the nation to meet stormwater treatment requirements. More information on this treatment system is available online at www.filterra.com.

2. The applicant must submit a detailed ***Storm Water Treatment Plan*** with the building permit application submittal. The Plan must address the following:

   a. Identify each drainage area within the project and correlate these drainage areas to their respective stormwater treatment measures (swale, detention basin, mechanical separator, etc.).

   b. Provide the total percentage of the site receiving treatment through passive vegetated swales, as well as, the percentage of the site receiving treatment through mechanical devices.

   c. For areas draining to swales, the applicant must submit plans and supporting calculations that demonstrate compliance with the Hyrdraulic Sizing Requirement as specified in comment #3b.

   d. For areas draining to mechanical devices, the applicant must submit plans and calculations that the mechanical treatment device has been appropriately sized demonstrating compliance with the Hydraulic Sizing Requirement as specified in comment #b.

   The applicant must also the name and model number and technical specifications of all proposed mechanical treatment devices. Mechanical devices must be specifically designed and engineered for stormwater treatment applications (i.e. CDS, Stormceptors, Vortex, etc.) Storm drain filter inlets are not acceptable and do not satisfy the City's Stormwater Treatment and Design requirements.

e. For areas draining to detention/retention ponds, the applicant must submit plans and calculations that demonstrate compliance with the Hydraulic Sizing Requirement as specified in comment #3a.

f. The Stormwater Treatment Plan should also show the connection ("curb cut outs", "flush curb", etc.) of the drainage area to the swale(s). "Curb Cut Outs" will not be allowed to be located directly near the swale's receiving catch basin. If more than one style of "connection" is incorporated in design, the applicant must provide a detail typical of each type of "connection".

g. Applicant must submit a Maintenance Plan for the site's permanent stormwater treatment measures. At a minimum, the plan should identify and provide the contact information for the owner/party who shall be responsible for the operation and maintenance of the site measures. It should also detail the maintenance activities to be performed as well as the maintenance frequency.

h. The Water Resources Division strongly recommends the use of practices outlined in the revised "Start at the Source" design manual, which may be download in PDF format via from www.cleanwaterprogram.org/businesses_developers.htm, produced by the Bay Area Stormwater Management Agencies Association (BASMAA), or the "Permanent Post-Construction Stormwater BMP Fact Sheets" from BASMAA, or the State of California Best Management Practices Handbooks to satisfy the site design requirements.

3. **Hydraulic Sizing Requirements**. Pursuant to section C.3 of the City's NPDES permit, the stormwater treatment measures incorporated within this project must, at a minimum, meet the following hydraulic sizing design criteria as follows:

   a. Stormwater Treatment Measures in which the primary mode of operation depends on VOLUME capacity (i.e. detention/retention ponds) shall be designed to treat stormwater runoff equal to the volume of annual runoff required to achieve 80 percent or more capture, determined in accordance with the methodology set forth in Appendix D of the California Stormwater Best Management Practices Handbook, (1993), using local rainfall data.

   b. Stormwater Treatment Measures in which the primary mode of operation depends on FLOW capacity (i.e. swales, wetlands, mechanical separators, etc.) shall be designed to treat stormwater equivalent to the flow of runoff resulting from a rain event equal to at least 0.2 inches per hour intensity, using local rainfall data.

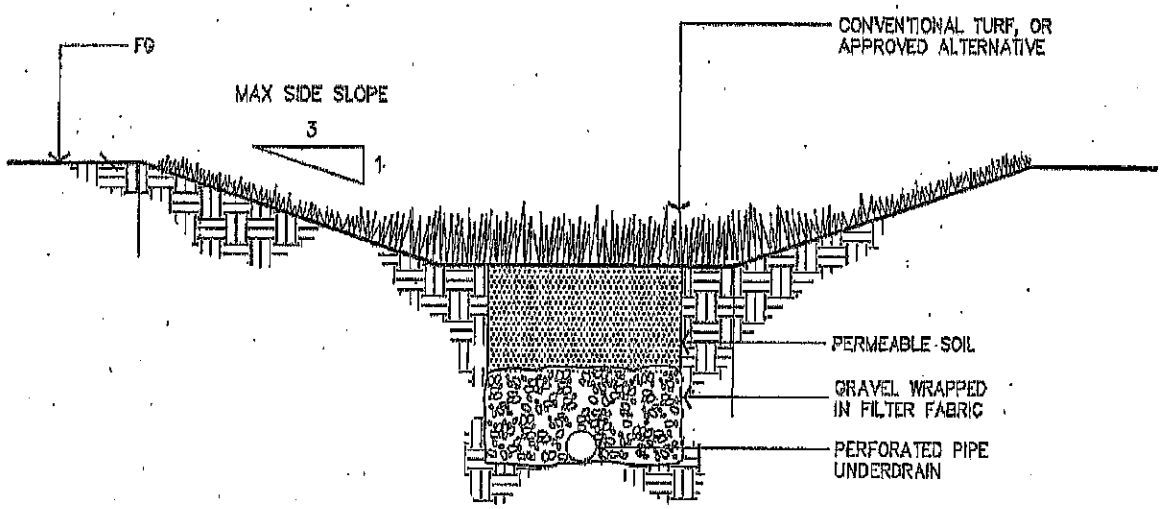
4. The project shall include erosion control measures during construction to prevent soil, dirt and debris from entering the storm drain system, in accordance with the practices outlined in the Regional Water Quality Control Board's *Erosion and Sediment Control Field Manual*, the ABAG *Erosion and Sediment Control Handbook*, and the *California Storm Water Best Management Practices Handbooks*.

5. Stormwater Permit: Projects resulting in grading or excavation which disturbs one acre or more will require coverage under the State Construction Storm Water General Permit. Prior to the issuance of a grading permit or commencement of any clearing, grading, or excavation the developer shall provide evidence that a Notice of Intent (NOI) has been submitted to the State Water Resources Control Board.

6. The Project must incorporate the Required Source Control Measures applicable to this development. The applicant should review the attached document entitled "Water Resources Source Control Measures for New Development." These include, but are not limited, to the following:

   a. **Storm Drains** - All storm drain inlets must be marked with the statement "NO DUMPING DRAINS TO BAY" using an approved two-piece thermoplastic stencil. Storm drain inlets located in turf or landscaped areas will be exempt from the labeling requirement. Information regarding the required equipment can be obtained from the Water Resources Division, 960-8100.

   b. **Trash Enclosures** - Trash enclosures shall be covered to limit exposure of stormwater runoff to pollutant sources; no other area shall drain onto this area. A minimum of 10' of clearance is required between the floor and roof opening to allow dumpster removal per Livermore Dublin Disposal.



NOTE: LONGITUDINAL SLOPE OF SWALE SHALL BE BTW. 1% – 5%

BIOSWALE DESIGN ARE TO BE BASED ON THE GUIDELINES ON SHEET L-21B.

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date	By	Rev.

BIOSWALE

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: MM	Date: May-05	NO.
Ckd: Spec. Committee	Scale: NONE	L-21A
City Engineer		

G05.DWG

BIOSWALE DESIGN GUIDANCE

1. Longitudinal slope of swales shall be between 1% and 5%. Swales of greater than 3% may be required to install check dams to reduce velocity through the swale.
2. All swales shall be required to provide an adequate underdrain system to prevent ponding.
3. Swales shall be designed to eliminate any ponding of water for more than 48 hours.
4. Side slopes shall not exceed 3:1, horizontal: vertical.
5. Erosion control practices must be implemented and maintained until such a time that the vegetation in the swale has established allowing the proper function of the drainage area as a "bioswale".
6. Swale bottom must be graded flat to improve pollutant removal. Swale bottom should ideally be at least 4–6 feet wide, with a minimum of 2 feet. Properly designed swales should resemble more of a flat–soft "U" shape rather than a sharp "V" ditch shape.
7. Velocity for water quality design storm may not exceed 2 feet per second, with a goal of 1 feet per second. Velocity for 10 year design storm should not exceed the maximum velocity for the vegetation selected (estimated at 8–10 ft/s max for most grasses with a channel slope of <5%).
8. Swales shall be designed and sized to meet the following hydraulic sizing requirement:

   "Swales shall be designed and sized accordingly to treat stormwater equivalent to the flow of runoff resulting from a rain event equal to at least 0.2 inches per hour intensity using local rainfall data".

   Generally, swales provided for water quality treatment should be sized to provide and 8–10 minute contact time for runoff from the contributing drainage area, or using the general guideline of 1200 sq. ft. of swale area for each acre of contributing drainage area.
9. For swales proposed in residential parkway strips, the minimum width allowed should be 12 feet, with 15 feet or more recommended.
10. Maintenance of swales will be the responsibility of the property owner for commerical/industrial applications, or a homeowner's association or light and landscape district for residential applications. The Public Services Department will not assume maintenance responsibilities for swales of detention basins.
11. Swales will require sufficient irrigation to establish and maintain complete turf coverage. Turf damaged due to ponding, erosion, insufficient irrigation, or other problems, it must be replaced. Turf shall be mowed as needed to maintain a 4–6 inch grass height.

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date:	By:	Rev:	BIOSWALE DESIGN GUIDANCE	CITY OF LIVERMORE STANDARD DETAIL		
				Dwn: MM	Date: May–05	No.
				Ckd: Spec. Committee	Scale: None	L–21B
				City Engineer		

L-21B.DWG

BIOSWALE DESIGN GUIDANCE--(Continued)

12. Swales must be densely vegetated with conventional turf, approved alternatives to conventional turf, or other approved vegetation as referenced in the Bioswale Plant List shown below.

13. Areas of a site used for grass swales or other stormwater treatment will be exempt from the Water Efficient Landscaping requirements.

Highest Zone

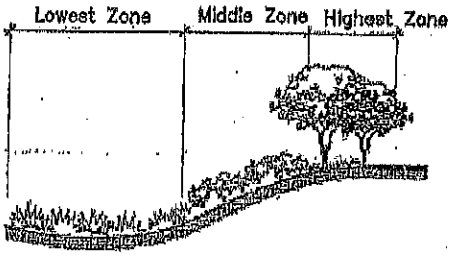
Acer negundo	Box Elder
Acer rubrum	Red Maple
Acer saccharinum	Silver Maple
Alnus spp.	Alder
Betula spp.	Birch
Carya illinoensis	Pecan
Carya ovata	Buttonbush
Casuarina spp.	She-Oak
Clethra arborea	Lily-of-the-Valley
Cornus stolonifera	Redtwig Dogwood
Diospyros virginiana	Persimmon
Eucalyptus camaldulensis	Red Gum
E. citriodora	Lemon Gum
E. erythrocorys	Red-Cap Gum
Fraxinus latifolia	Oregon Ash
Gleditsia triacanthos	Honey Locust
Liquidambar styraciflua	Liquidambar
Liriodendron tulipifera	Tulip Tree
Magnolia grandiflora	Southern Magnolia
M. virginiana	Sweet Bay
Melaleuca quinquenervia	Cajeput Tree
Nyssa sylvatica	Tupelo
Picea sitchensis	Sitka Spruce
Platanus × acerifolia	London plane
Platanus occidentalis	Sycamore
P. racemosa	California Sycamore
Populus deltoides	Cottonwood
Pterocarya stenocarpus	Wingnut
Quercus macrocarpa	Bur Oak
Q. palustris	Pin Oak
Salix spp.	Willow
Sequoia sempervirens	Coast Redwood
Taxodium distichum	Bald Cypress
Thuja occidentalis	Arborvitae

Middle Zone

Cornus stolonifera	Redtwig Dogwood
Gaultheria shallon	Salal
Equisetum hyemale	Horsetail
Ferns (many spp.)	Fern
Iris (many spp.)	Iris
Mimulus	Monkeyflower
Miscanthus sinensis	Japanese Silver Grass
Myoporum parvifolium	Myoporum
'Putah Creek'	
Myrica	Pacific Wax Flower
Salix spp.	Willow
Vaccinium	Huckleberry

Lowest Zone

Acorus graminens	Acorus
Carex spp.	Sedge
Deschampsia caespitosa	Tufted Hairgrass
Iris (many spp.)	Iris
Lencothoe davisiae	Sierra Laurel
Scirpus cernuus	Bulrush
Juncus spp.	Rush
Tradescantia virginiana	Spiderwort
Typha latifolia	Common Cattail



User note:
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Date:	By:	Rev:

BIOSWALE DESIGN GUIDANCE
BIOSWALE PLANT LIST

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: MM	Date: May--05	No.
Ckd: Spec. Committee	Scale: None	L--21C
City Engineer		

L-21C.DWG

City of Livermore
Water Resources Division
Source Control Program
Phone: (925) 960-8100

Water Resources Division
Source Control Measures for New Development

The Regional Water Quality Control Board adopted Order R2-2003-0021 (2003-2008) issuing the Alameda Countywide NPDES municipal stormwater permit for the Alameda Countywide Clean Water Program. The 17 member agencies, including Livermore, are subject to this permit and all its requirements including the following:

> *"The Permittees shall, as part of their continuous improvement process, submit enhanced new development and significant redevelopment Performance Standards that summarize source control requirements for such projects to limit pollutant generation, discharge, and runoff, to the maximum extent practicable..."*

In accordance with this requirement, the following source control measures shall be incorporated as part of the Conditions of Approval and required, where applicable, on New Development Projects within the City of Livermore as of February 15, 2005.

Required Source Control Measures

I. STRUCTURAL CONTROL MEASURES

A. Illegal Dumping to Storm Drain Inlets and Waterways

On-site storm drain inlets, except inlet located in landscaped area, shall be clearly marked with the words "No Dumping! Flows to Bay" with a two-piece thermoplastic marker. Thermoplastic markers are available for purchase from the Water Resources Division. For ordering information, please call 925-960-8100.

B. Interior Floor Drains

Approved interior floor drains shall be plumbed to the sanitary sewer system and shall not be connected to storm drain system. The applicant shall contact the Water Resources Division for specific connection and discharge requirements.

C. Parking Garages

Interior level parking garage floor drains shall be connected to a sand/oil interceptor or equivalent water treatment device approved by the Water Resources Division prior to discharging to the sanitary sewer system.

D. Pesticide/Fertilizer Application

1. Landscaping shall be designed to both minimize irrigation and the runoff of irrigation waters. It shall also be designed to promote surface infiltration where appropriate. Landscaping plans should also consider measures and/or planting selections, which serve to minimize the use of fertilizers and pesticides that can contribute to stormwater pollution.

2. If a landscaping plan is required as part of a development project application, the plan shall meet the following conditions related to reduction of pesticide use on the project site:

   a. Where feasible, landscaping shall be designed and operated to treat stormwater runoff by incorporating elements that collect, detain, and infiltrate runoff. In areas that provide detention of water, plants that are tolerant of saturated soil conditions and prolonged exposure to water shall be specified.

   b. Plant materials selected shall be appropriate to site specific characteristics such as soil type, topography, climate, amount and timing of sunlight, prevailing winds, rainfall, air movement, patterns of land use, ecological consistency and plant interactions to ensure successful establishment.

   c. Existing native trees, shrubs, and ground cover shall be retained and incorporated into the landscape plan to the maximum extent practicable.

   d. Unless otherwise specified, proper maintenance of landscaping shall be the responsibility of the property owner.

   e. Integrated pest management (IPM) principles and techniques shall be encouraged as part of the landscaping design. Some examples of IPM principles and techniques include the following:

      i. Select plants that are well adapted to soil conditions at the site.

      ii. Select plants that are well adapted to sun and shade conditions at the site. Consider future conditions when plants reach maturity. Consider seasonal changes and time of day.

      iii. Provide irrigation appropriate to the water requirements of the selected plants.

      iv. Select pest and disease resistant plants.

      v. Plant a diversity of species to prevent a potential pest infestation from affecting the entire landscaping plan.

vi. Use "insectary" plants in the landscaping to attract and keep beneficial insects.

3. Landscaping shall also comply with City of Livermore's "Water Efficient Landscape Ordinance". However, areas of a site used for bioswales or other landscaped areas that function as a stormwater treatment measure shall be exempt from the Water Efficient Landscaping requirements.

E. Pool, Spa, and Fountain Discharges

1. A drain plumbed to the SANITARY sewer must be provided for draining and maintenance activities, such as backwashing filters, Commercial/Public swimming pools, spas, and fountains. Single family residences are exempt from this sanitary sewer drain requirement.

2. When draining Commercial/Public swimming pools the discharge must be directed to the SANITARY sewer.

3. Single Family Residential swimming pool, spa, and fountain water may be allowed to discharge to the storm drain system provided the water to be discharged has been dechlorinated, is within ambient temperature, the pH is within normal range, and it does not contain copper-based algae control additives.

F. Food Service Equipment Cleaning

1. Food service facilities (including grocery stores) shall provide an area for the cleaning of floor mats, containers, and other equipment. The cleaning area shall be large enough to allow for the largest type of equipment that must be cleaned at the facility. The cleaning area shall be indoors or in a roofed area outdoors and must be plumbed to the sanitary sewer. The discharge of wastewater from these washing activities to the storm drain system is prohibited. Outdoor cleaning areas shall be designed to prevent stormwater run-on from entering the sanitary sewer and to prevent wastewater runoff to the storm drain from washing activities. Signs shall be posted indicating that all food service equipment washing activities shall be conducted in this area.

2. An oil and grease interceptor with a minimum size of 750 gallons is required for all food service facilities (including restaurants and grocery stores). Facilities that do not have any cooking or any other grease generating processes may request an exemption from this requirement.

G. Refuse Areas

1. New or redevelopment projects shall provide a roofed and enclosed area for dumpsters and recycling containers. The area shall be designed to prevent water run-on to the area, to prevent runoff from the refuse area and to properly contain litter and trash.

2. Runoff from trash enclosures, recycling areas, and/or food compactor enclosures or similar facilities shall not discharge to the storm drain system. Trash enclosure areas shall be designed to avoid run-on to the trash enclosure area. In most cases, drains are not permitted within trash enclosure areas. A drain, however, must be provided for compactors. If a drain is required in or beneath dumpsters, compactors, and tallow bin areas, it shall be connected to a grease removal device prior to discharging to the sanitary sewer.

H. Outdoor Process Activities/Equipment[1]

1. Process activities shall be performed either indoors or in roofed outdoor areas. If performed outdoors, the area shall be designed to prevent the "run-on" of stormwater drainage, as well, as the runoff from the area with process activities.

2. Process equipment areas shall drain to the sanitary sewer system. The applicant shall contact the Water Resources Division for specific connection and discharge requirements.

I. Outdoor Equipment/Materials Storage

1. All outdoor equipment and materials storage areas shall be covered and/or bermed, or shall be designed with Best Management Practices (BMP) that effectively minimize the potential runoff and contact of stormwater to pollutants.

2. Storage areas containing non-hazardous liquids shall be covered by a roof and be contained by berms, dikes, liners, vaults or similar spill containment devices.

3. All on-site hazardous materials and wastes, as defined and/or regulated by the California Public Health Code must be used, managed, and stored in compliance with the applicable Livermore Pleasanton Fire Department's requirements and regulations.

[1] Examples of businesses that may have outdoor process activities and equipment include machine shops and auto repair shops, and industries that have pretreatment facilities.

J. Vehicle/Equipment and Commercial/Industrial Cleaning

1. Wastewater from vehicle and equipment washing operations shall not be discharged to the storm drain system. Auto dealerships, however, may rinse off vehicle exterior surfaces for appearance purposes, provided only a minimum volume of water is used without soap or other cleaning agents.

2. Commercial/industrial facilities having vehicle/equipment cleaning needs shall either provide a roofed, bermed area for washing activities or discourage vehicle/equipment washing by removing hose bibs (faucets) and installing signs prohibiting such uses. Vehicle/equipment washing areas shall be paved, designed to prevent run-on to or runoff from the area, and plumbed to drain to the sanitary sewer via an oil water separator with a minimum size of 750-gallons or an approved equivalent pretreatment device.

3. Commercial car wash facilities shall be designed and operated such that no runoff from the facility is discharged to the storm drain system. Wastewater from the facility shall discharge to the sanitary sewer via an oil water separator with a minimum size of 750-gallons or an approved equivalent pretreatment device.

4. All facilities, which discharge wastewater generated from vehicle or equipment washing, must obtain a wastewater discharge permit from the City of Livermore's Water Resources Division prior to the commencement of the discharge.

K. Vehicle/Equipment Repair and Maintenance

1. Vehicle/equipment repair and maintenance shall be performed in a designated area indoors, or if such services must be performed outdoors, in an area designed to prevent the run-on and runoff of stormwater. Oil and other automotive fluid change service must always be performed indoors.

2. Secondary containment shall be provided for exterior work areas where hazardous materials or hazardous wastes are used or stored. Drains shall not be installed within the secondary containment areas.

3. Vehicle service facilities shall not contain floor drains.

4. Tanks, containers, or sinks used for parts cleaning or rinsing shall not be connected to the storm drain system. Tanks, containers, or sinks used for such purposes shall not be directly connected to the sanitary sewer. Discharges to the sanitary sewer from such operations require prior approval from the Water Resources Division. The applicant shall contact the Water Resources Division for specific connection and discharge requirements.

L. Fuel Dispensing Areas

1. * Fueling areas[2] shall have impermeable surfaces (i.e., portland cement concrete or equivalent smooth impervious surface) that are: a) graded at the minimum slope necessary to prevent ponding; and b) separated from the rest of the site by a grade break that prevents run-on of stormwater to the maximum extent practicable.

2. * Fueling areas shall be covered by a canopy or roof that extends a minimum of ten feet in each direction from each pump. Roof downspouts from the canopy or roof shall not drain onto the fueling area.

M. Loading Docks

1. * Loading docks shall be graded to minimize run-on to and runoff from the loading area. Roof downspouts shall be positioned to direct stormwater away from the loading area. Stormwater runoff from loading dock areas shall be connected to a post-construction stormwater treatment measure(s) prior to discharge to the storm drain system.

2. Door skirts between the trailers and the building shall be installed to prevent exposure of loading activities to rain, unless one of the following conditions applies: the loading dock is covered, or the applicant demonstrates that rainfall will not result in an exposure of stormwater to pollutants.

N. Fire Sprinkler Test Water

Fire sprinkler test water shall be drained to the sanitary sewer system or drain to landscaped areas where feasible.

O. Miscellaneous Drain or Wash Water

1. Boiler drain lines shall be connected to the sanitary sewer system and may not discharge to the storm drain system.

2. For small air conditioning units, air conditioning condensate shall be directed to landscaped areas as a minimum BMP. For large air conditioning units, in new developments or significant redevelopments, condensation lines shall be connected to the sanitary sewer system, wherever feasible.

3. Roof drains shall discharge and drain away from the building foundation to landscaped areas wherever feasible.

[2] The fueling area shall be defined as the area extending a minimum of 6.5 feet from the corner of each fuel dispenser or the length at which the hose and nozzle assembly may be operated plus a minimum of one foot, whichever is greater.

4. Washing and/or steam cleaning activities must be performed at an appropriately equipped facility that drains to the sanitary sewer as specified in Section J. Any outdoor washing or pressure washing must be in compliance with the City's Stormwater Management Program requirements and managed in such a way that there is no discharge of soaps or other pollutants to the storm drain system. The applicant shall contact the Water Resources Division for specific discharge requirements.

II. OPERATIONAL BMPS

This section details Best Management Practices (BMP) that private property owners and/or the occupants of private property must implement following the construction of projects. Ultimately, the responsibility for implementation of these BMPs rests with the property owners. The City of Livermore's Source Control Program routinely performs inspections of industrial and commercial sites to verify BMP implementation and effectiveness.

A. Paved Sidewalks and Parking Lots

Sidewalks and parking lots shall be swept regularly to minimize the accumulation of litter and debris. Wash water resulting from the pressure washing of parking lots must be captured, pretreated (if necessary) to meet local discharge limits, and discharged to the sanitary sewer. Wash water resulting from the pressure washing of sidewalks may be allowed to drain to the storm drain system provided that (a) no soap or other cleaning agents are used, and (b) all debris are trapped and collected to prevent entry into the storm drain system. Under no circumstances shall washwater containing any soap or other cleaning agents be discharged to the storm drain system.

B. Private Streets, Utilities and Common Areas

1. The owner of private streets and storm drains shall prepare and implement a plan for street sweeping of paved private roads and cleaning of all storm drain inlets.

2. For residential developments, where other maintenance mechanisms are not applicable or otherwise in place, a Property Owners Association, Landscape& Lighting District, or an equivalent mechanism shall be created and shall be responsible for maintaining all private streets and private utilities and other privately owned common areas and facilities on the site including landscaping. These maintenance responsibilities shall include implementing and maintaining stormwater BMPs associated with improvements and landscaping. CC&R's creating the association shall be reviewed and approved by the City prior to the recordation of the Final Map and recorded prior to the sale of the first residential unit. The CC&R's or Landscape & Lighting District shall describe how the stormwater BMPs associated with privately owned improvements and

landscaping shall be maintained and detail contact information for the entity responsible for such maintenance activities.

C. Vehicle/Equipment Repair and Maintenance

1. No person shall dispose of, or permit the disposal, directly or indirectly, of vehicle fluids, hazardous materials, or rinsewater from parts cleaning operations into storm drains.

2. No vehicle fluid removal shall be performed outside a building, or on asphalt or ground surfaces, whether inside or outside a building, except in such a manner as to ensure that any spilled fluid will be in an area of secondary containment. Leaking vehicle fluids shall be contained or drained from the vehicle immediately.

3. No person shall leave unattended drip parts or other open containers containing vehicle fluid, unless such containers are in use or in an area that cannot discharge to the storm drain.

D. Fueling Areas

The property owner shall dry sweep the fueling area and spot clean leaks and drips on a routine basis. Fueling areas shall not be washed down with water unless the wash water is collected and prevented from discharging to the storm drain system. Wash water resulting from the pressure washing of fueling areas must be captured, pretreated (if necessary) to meet local discharge limits, and discharged to the sanitary sewer or hauled offsite for proper disposal through a licensed waste hauler.

E. Loading Docks

The property owner shall ensure that BMPs are implemented to prevent potential stormwater pollution. These BMPs shall include, but are not limited to, a regular program of sweeping, litter control, and spill clean-up.

F. On-site Storm Drains

All on-site storm drains must be inspected and, if necessary, cleaned at least once a year immediately prior to the rainy season. Additional cleaning may be required by the City of Livermore's Source Control Program if site conditions and/or site activities warrant.

filterra

A Growing Idea in Stormwater Filtration.

Garry Reid
Manufacturer's Representative

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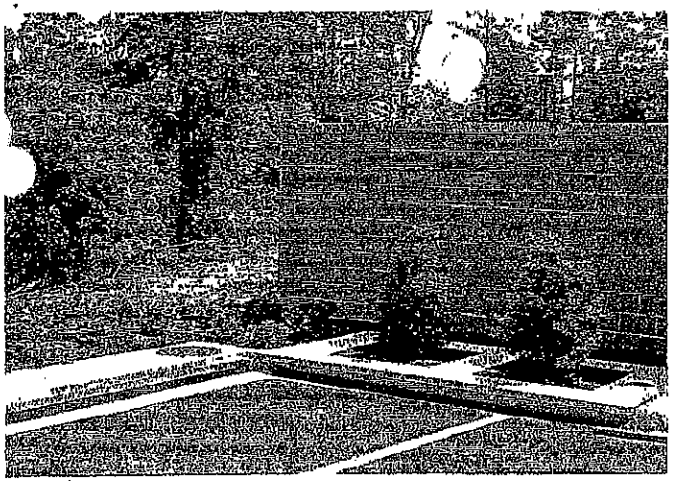
Benicia, CA 94510

National Headquarters at Americast

Toll Free: (866) 349-3458
Fax: (804) 798-8400
Cell: (707) 334-3907
Email: greid@filterra.com

AMERICAST

www.filterra.com



filterra®

A Growing Idea in Stormwater Filtration.

Filterra® Stormwater Bioretention Filtration System

Features and Benefits

Best Value. The most cost effective stormwater treatment system available with relatively low costs for materials, installation and long-term maintenance.

Regulatory Compliance. University of Virginia testing proved that Filterra® meets or exceeds federal and state regulatory requirements for pollutant removal.

Aesthetics. Landscaping enhances appearance, habitat and pollutant removal.

Maintenance Support. Unlike competitive systems, a standard maintenance agreement is included with the purchase of every unit.

Versatility. May be used for new construction or as an urban retrofit device.

- Streetscapes
- Parking lots
- Highways
- Industrial settings
- Urban settings
- Roof drains
- Combined Sewer Overflows (CSO)

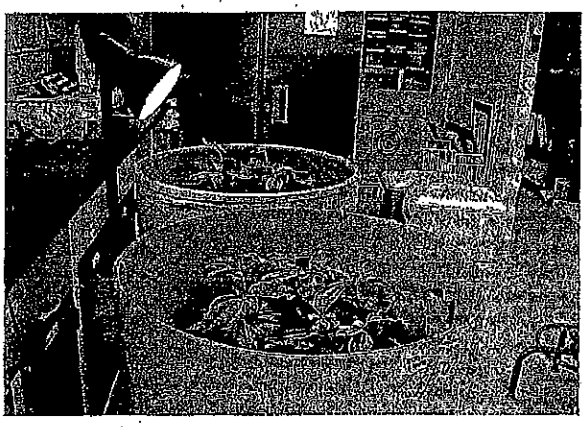
Design Support. Americast engineers can assist your design team with all aspects of each Filterra® application, including flora selection and sizing.*

Adaptability. May be used alone or in combination with other BMPs.

Selection. Varying configurations to meet both standard and unique site conditions.*

A Highly Effective Stormwater Treatment System

Filterra® is well-suited for the ultra-urban environment with high removal efficiency for many toxic substances such as petroleum and heavy metals.



The Filterra® system meets or exceeds federal and state regulatory guidelines for pollutant removal efficiencies of Total Suspended Solids (TSS), Phosphorus and Nitrogen.

Expected Pollutant Removal

(Based on a 0.33% FSA/DA ratio in Mid-Atlantic region*)

Annual Volume Percent Filtered = 90%
TP Removal = 74%
TN Removal = 68%
TSS Removal = 88%
Metal Removal = 82%

Information on the pollutant removal efficiency of the filter soil/plant media is based on a two-year research study performed by the Civil Engineering Department at the University of Virginia.

Headquarters & Mid-Atlantic Region Support
AMERICAST
Americast Filterra® Division
11352 Virginia Precast Road, Ashland, Virginia 23005
Toll-free: 1 (866) 349-3458 • Fax: (804) 752-6836
Email: design@filterra.com • Web: www.filterra.com

For more details, see the "Sizing Made Easy" sheet for your region.

Filterra® is protected by U.S. Patents #6,277,274 & #6,569,321

filterra®

A Growing Idea In Stormwater Filtration.

Filterra® Stormwater Bioretention Filtration System

Proper Placement

1) Do not place in a sump condition. Filterra® cannot be used as a standalone inlet – it will need effective bypass during higher intensity rainfall events.
2) Do not direct surface flow to Filterra® in a "head-on" configuration. The ideal way to load Filterra® to prevent system damage is a cross linear flow (left-to-right or right-to-left) in the gutter in front of Filterra®. This prevents the re-suspension and possible exit of the trapped pollutants, mulch, and engineered media from within Filterra® during the high flow bypass stage.
3) Refer to example scenarios in the Filterra® DAKit (Design Assistance Kit).
4) Send completed project information sheet along with plans to Americast for placement and application review.

Filterra® Placement Example

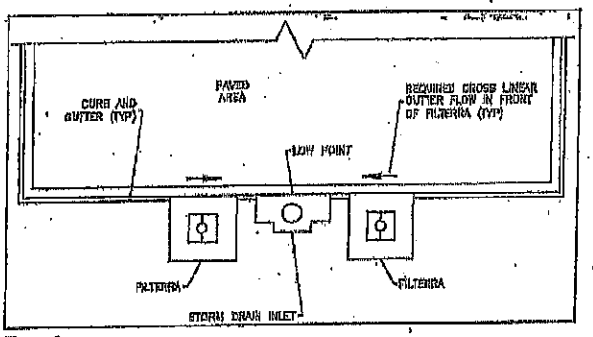


Figure 2

Placement Review

Because we want your project with Filterra® to be a great success, we *respectfully require* that each Filterra® project be reviewed by our placement/design staff. This review is mandatory, as proper placement ensures you of the most efficient and cost effective solution, as well as optimum performance and minimal maintenance.

Determining Annual Pollutant Removal

Simply multiply the percent annual volume treated by the maximum pollutant removal percentage for each pollutant from Table 2 below. Removals are based on University of Virginia (UVA) monitoring.

Filterra® Pollutant Removal Efficiency

Pollutant Removal (From UVA Testing)	
Pollutant	**Maximum %**
Total Suspended Solids	98
Total Phosphorus	82
Total Nitrogen	75
Metals as Cu	91

Table 2

Example

Annual volume treated = 90%

Maximum TSS Removal = 98% (from table above)

Annual Removal = (0.90) (0.98) = 88%

Headquarters & Southern California Region Support

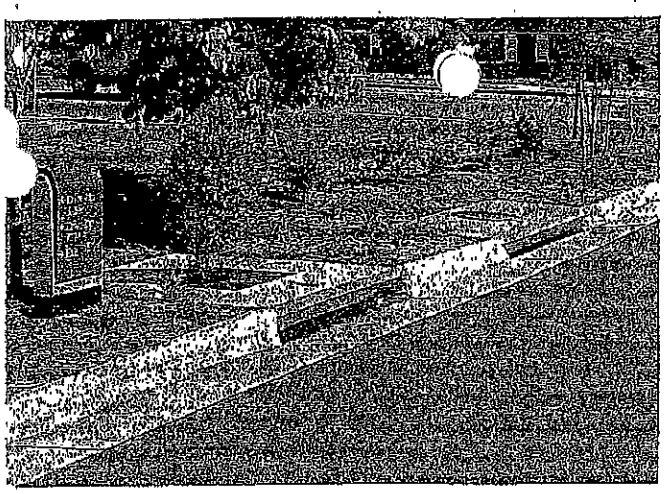
AMERICAST

Americast Filterra® Division

11352 Virginia Precast Road, Ashland, Virginia 23005

Toll-free: 1 (866) 349-3468 • Fax: (804) 752-6838

Email: design@filterra.com • Web: www.filterra.com



filterra®

A Growing Idea in Stormwater Filtration.

Filterra® Stormwater Bioretention Filtration System

Sizing Made Easy – Southern California Region

Filterra® incorporates a unique Decentralized Design, where smaller drainage areas are treated closer to the source of the pollutants. Since the flow rate is known, the annual volume of runoff treated can be calculated based on the relationship of filter surface area to drainage area to rainfall intensity as shown in Figure 1 below.

The target annual volume treated for Filterra® is 90%. The filter surface area (FSA) to drainage area (DA) ratio should always be a minimum of 0.33%. For example, based on this target ratio, a 36-square-foot Filterra® (6' x 6') will treat 0.25 acre of drainage area. Other Filterra® sizes and their corresponding maximum drainage areas are listed in Table 1. Sizing of Filterra® is based on TOTAL contributing drainage areas, regardless of the percent imperviousness.

Southern California Filterra® FSA/DA Graph

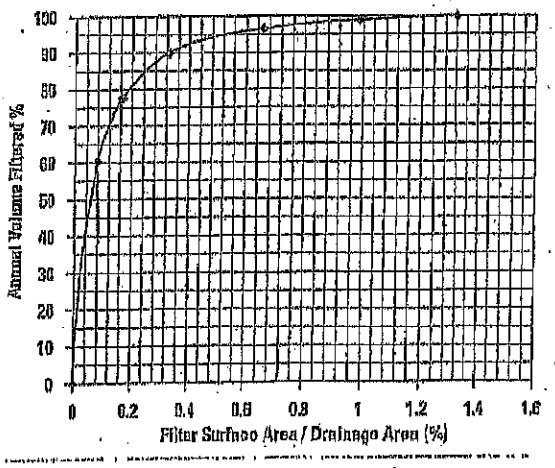


Figure 1

Design Assistance

Phone or email us at design@filterra.com to request your Filterra® DAKit (Design Assistance Kit). This includes placement "Do's and Don'ts," example scenarios, detail drawings, specifications, project information sheet, and other essential design information.

Sizing Procedure ...

1) Use the Filterra® DAKit (Design Assistance Kit) as a reference
2) Determine Filterra® locations (with effective bypass) in accordance with placement guidelines
3) Determine contributing drainage areas to each Filterra®
4) Choose the corresponding size Filterra® from Table 1
5) Complete the project information sheet
6) For best results, get us involved early in the design process. Send your completed project information sheet along with plans to Americast for placement and application review.

Southern California Region Filterra® Sizes

Available Sizes	Total Contributing Drainage Area
4' x 6' or 6' x 4'	0.17 ac
4' x 8' or 8' x 4'	0.22 ac
Standard 6' x 6'	0.25 ac
6' x 8' or 8' x 6'	0.33 ac
6' x 10' or 10' x 6'	0.42 ac
6' x 12' or 12' x 6'	0.50 ac

Table 1

Headquarters & Southern California Region Support

AMERICAST

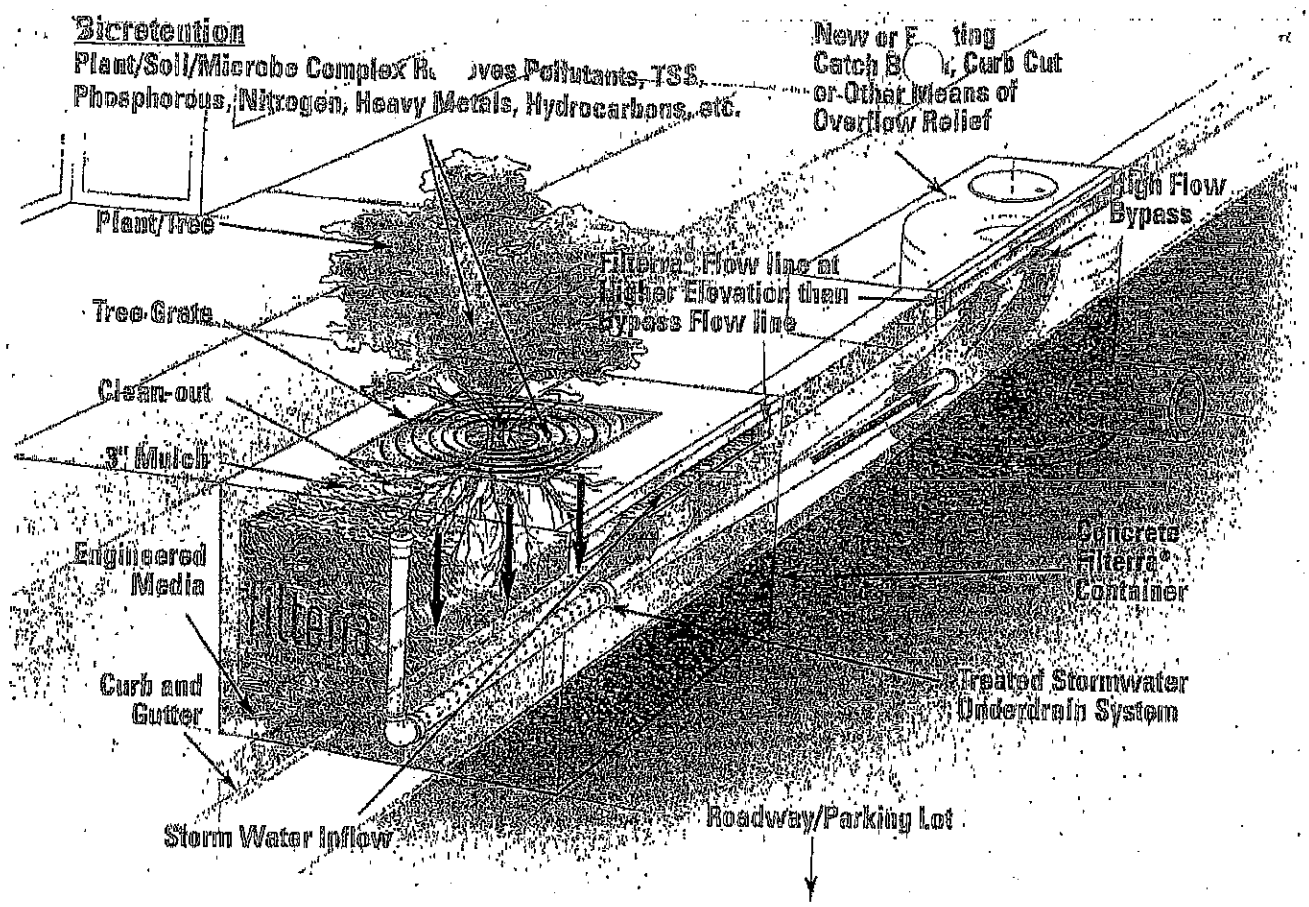
Americast Filterra® Division

11352 Virginia Precast Road, Ashland, Virginia 23005

Toll-free: 1 (866) 349-3450 • Fax: (804) 752-6836

Email: design@filterra.com • Web: www.filterra.com

Filterra® is protected by U.S. Patents #6,277,274 & #6,569,321



An Attractive Alternative to Conventional Systems

A combination of aesthetics, science and engineering makes Filterra® such an appealing option. Above ground, the system's shrubs, grasses or trees add beauty and value to the urban landscape. Underground, nature's complex physical, chemical and biological processes are hard at work removing a wide range of nonpoint source pollutants from urban stormwater runoff. Stormwater flows through a specially designed filter media mixture contained in a landscaped concrete container. The mixture immobilizes pollutants; those pollutants are then decomposed, volatilized and incorporated into the biomass of the Filterra® system's micro/macro fauna and flora. Stormwater runoff flows through the media and into an underdrain system at the bottom of the container, where the treated water is discharged. Higher flows bypass Filterra® via a downstream inlet structure, curb cut or other means of relief.

The Urban Solution for Low Impact Development (LID)

Filterra® is similar in concept to bioretention in its function and applications, with the major distinction that Filterra® has been optimized for high volume/flow treatment and high pollutant removal. It takes up little space and may be used on highly developed sites such as landscaped areas, green space, parking lots and streetscapes. Filterra® is exceedingly adaptable and may be used for all developments and in all soil conditions.

An Easy-Maintenance System

While the technology behind Filterra® is complex, installation and maintenance are not. A flexible, single-unit design featuring drop-in-place construction makes Filterra® easy to install. Unlike competitive systems, a standard maintenance agreement is included with the purchase of every unit. Detailed maintenance records are kept by Americast and are updated when maintenance is performed. Finally, unlike most stormwater filtration systems, Filterra® is easy and safe to inspect.

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

100 NORTH CANYONS PARKWAY, LIVERMORE, CA 94551 PHONE (925) 454-5000

July 5, 2006

Ms. Jenny Turnbull, Staff Planner
Planning Division
City of Livermore
1052 South Livermore Ave.
Livermore, CA 94550

SUBJECT: Livermore Village, SUB06-010, DA06-005, DR/SPA06-048, 2009-2111 Railroad Avenue, Livermore Zone 7 Referral No. 06-031

Dear Ms. Turnbull:

In response to your 06/20/06 referral letter regarding the subject project, we offer the following comments:

Water Supply

Zone 7's 24-inch Livermore Pipeline runs along Railroad Avenue, just north of the project site. It does not appear that there are any conflicts at this time. If there is to be construction work in Railroad Avenue which crosses our pipeline, Zone 7 requests that the applicant take out a Zone 7 encroachment permit. Please contact Steven Ellis at (925) 454-5037 if you have any questions regarding this comment.

Any work which may interfere with Zone 7's use of its waterline or full enjoyment of its easement rights requires an encroachment permit to be obtained from Zone 7.

Groundwater Management

We have no record of any water wells or monitoring wells located within the project boundaries. If any wells exist within the project limits, they should be reported to Zone 7. All unused or "abandoned" wells must be properly destroyed, or a signed "Statement of Future Well Use" must be filed at Zone 7 if there are plans to use the well in the future. Any planned new well, soil boring or well destruction must be permitted by Zone 7 before starting the work. There are no fees for the Zone 7 drilling permits. Well permit applications can be obtained by contacting Wyman Hong at (925) 454-5056, or can be downloaded from our web site at www.zone7water.com.

Flood Control

There are no existing Zone 7 flood control facilities at this location.

Exhibit D

Developments creating new impervious areas within the Livermore-Amador Valley are subject to the assessment of Special Drainage Area 7-1 Drainage Fees. These fees are collected for Zone 7 by the local governing agency: 1) upon approval of vesting tentative or final map for public improvements creating new impervious areas; and/or 2) upon issuance of a building or use permit required for site improvements creating new impervious areas. Fees are dependent on whether post-project impervious area conditions are greater than pre-project conditions and/or whether fees have previously been paid.

If you have any questions regarding comments from Flood Control, please contact Jeff Tang at (925) 454-5075. If you have floodplain related questions, such as whether the project is located within a natural floodplain, please contact the Floodplain manager at the City.

If you have any questions, please do not hesitate to contact the person identified per section comments or me at (925) 454-5037.

Sincerely,

Steven J. Ellis, P.E.
Assistant Engineer
Advance Planning

SJE:

c: Matt Katen, Zone 7, Groundwater Management
Joe Seto, Zone 7, Flood Control
Livermore Village I, LLC, 6701 Center Drive West, Suite 710, Los Angeles, 90045

P:\Flood\Referrals\2006Referrals\04-00Y Letter Form - REV.doc

Exhibit D: Vesting Tentative Map Timeline Extensions
Development Agreement 06-005

The Vesting Tentative Tract Map (7826) shall be subject to the following timelines:

1. Livermore Village I, LLC a Delaware Limited Liability Company, shall be subject to the following schedule for the filing of Final Maps on Vesting Tentative Tract Map 7826:

   a. Phase One Final Map: From the date of approval of Vesting Tentative Tract Map 7826, Livermore Village I, LLC shall have a period of two (2) years in which to file a Final Map over Phase One of the project. The City may grant a one (1) year extension provided reasonable efforts have been made toward the filing of the Phase One Final Map.

   b. Phase Two Final Map: From the date of approval of the Phase One Final Map, the term of Vesting Tentative Tract Map 7826 shall automatically be extended until the expiration or termination of this Development Agreement.

Exhibit E: Project Amenities
Development Agreement 06-005

Livermore Village I, LLC, a Delaware limited liability company, shall provide the amenities listed below as part of Development Agreement 06-005.

1. Livermore Village I, LLC, a Delaware limited liability company, shall maintain all parking spaces located within Phase One of the project site, open and available to (i) all tenants of Depot Plaza and their customers and invitees, and (ii) to the extent that any space is not used by such tenants and their customers and invitees, for the general public, subject to the rules and regulations of Depot Plaza. The City of Livermore will have the right to review and approve any such rules and regulations, approval of which shall not be unreasonably withheld. The Phase One parking spaces will be open and available until the issuance of demolition permits for Phase One construction.

2. After demolition permits are issued for Phase One construction, Livermore Village I, LLC, a Delaware limited liability company, shall maintain a minimum of 90 parking spaces located upon the project site, open and available to (i) all tenants of Depot Plaza and their customers and invitees, and (ii) to the extent that any space is not used by such tenants and their customers and invitees, for the general public, subject to the rules and regulations of Depot Plaza. The City of Livermore will have the right to review and approve any such rules and regulations, approval of which shall not be unreasonably withheld. The 90 parking spaces will be open and available until the issuance of a building permit for the 80th residential unit, after which Livermore Village I, LLC shall endeavor to maintain as many parking spaces as practicable open and available to the general public.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

AN ORDINANCE APPROVING DEVELOPMENT AGREEMENT 06-005
BETWEEN THE CITY OF LIVERMORE AND LIVERMORE VILLAGE I, LLC

THE LIVERMORE CITY COUNCIL FINDS AND ORDAINS AS FOLLOWS:

Section 1. The Livermore City Council finds, after conducting a duly noticed public hearing on October 30, 2006, to consider adoption of a Development Agreement between the City of Livermore and Livermore Village I, LLC (a Delaware Limited Liability Company) that:

a. The Planning Commission held a duly noticed public hearing on September 19, 2006, to consider the Development Agreement and recommended that the City Council approve the Development Agreement.

b. Development Agreement 06-005 is consistent with the General Plan and the Livermore Planning and Zoning Code Chapter 4.25.

c. The staff report dated October 30, 2006, is approved and adopted as part of these findings.

Section 2. Under Government Code section 65864, et seq., the Council adopts that certain document entitled "Development Agreement By and Between the City of Livermore, and Livermore Village I, LLC (a Delaware Limited Liability Company)," subject to the Conditions of Approval. A copy of the Development Agreement is on file in the office of the City Clerk.

Section 3. The City Manager is hereby authorized to sign the Development Agreement on behalf of the City of Livermore after execution by the Property Owner.

Section 4. The City Clerk is directed to record the Development Agreement within ten days after execution by the City Manager.

Section 5. The record of proceedings upon which this decision is based includes the staff report and its exhibits and the testimony received during consideration of this item. That record can be found in the City Clerk's Office, 1052 S. Livermore Avenue, in Livermore California.

Section 6. This ordinance or a comprehensive summary thereof shall be published once in a newspaper of general circulation of the City of Livermore within fifteen days after its adoption and shall take effect and be in force thirty days from and after its adoption.

The foregoing ordinance was introduced and read at the special meeting of the City Council of the City of Livermore held on the 30th day of October, 2006, by the following vote:

AYES Councilmembers Dietrich, Marchand, Reitter, Vice Mayor Leider and Mayor Kamena
NOES: None
ABSENT: None
ABSTAIN: None

The ordinance was adopted at the regular meeting of the City Council held on the 13th day of November, 2006, by the following vote:

AYES Councilmembers Dietrich, Marchand, Reitter, Vice Mayor Leider and Mayor Kamena
NOES: None
ABSENT: None
ABSTAIN: None

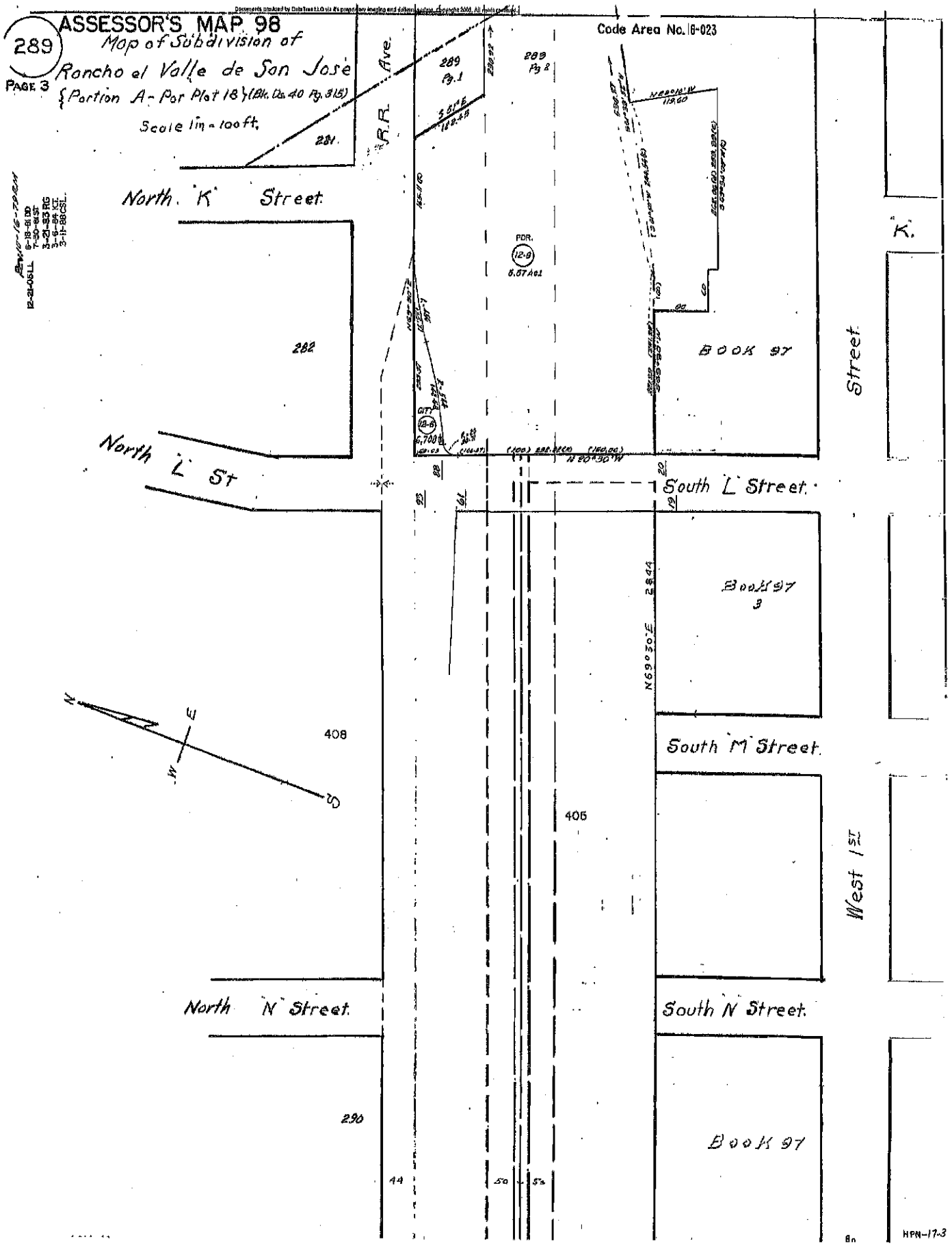
Marshall Kamena
MAYOR

ATTEST:

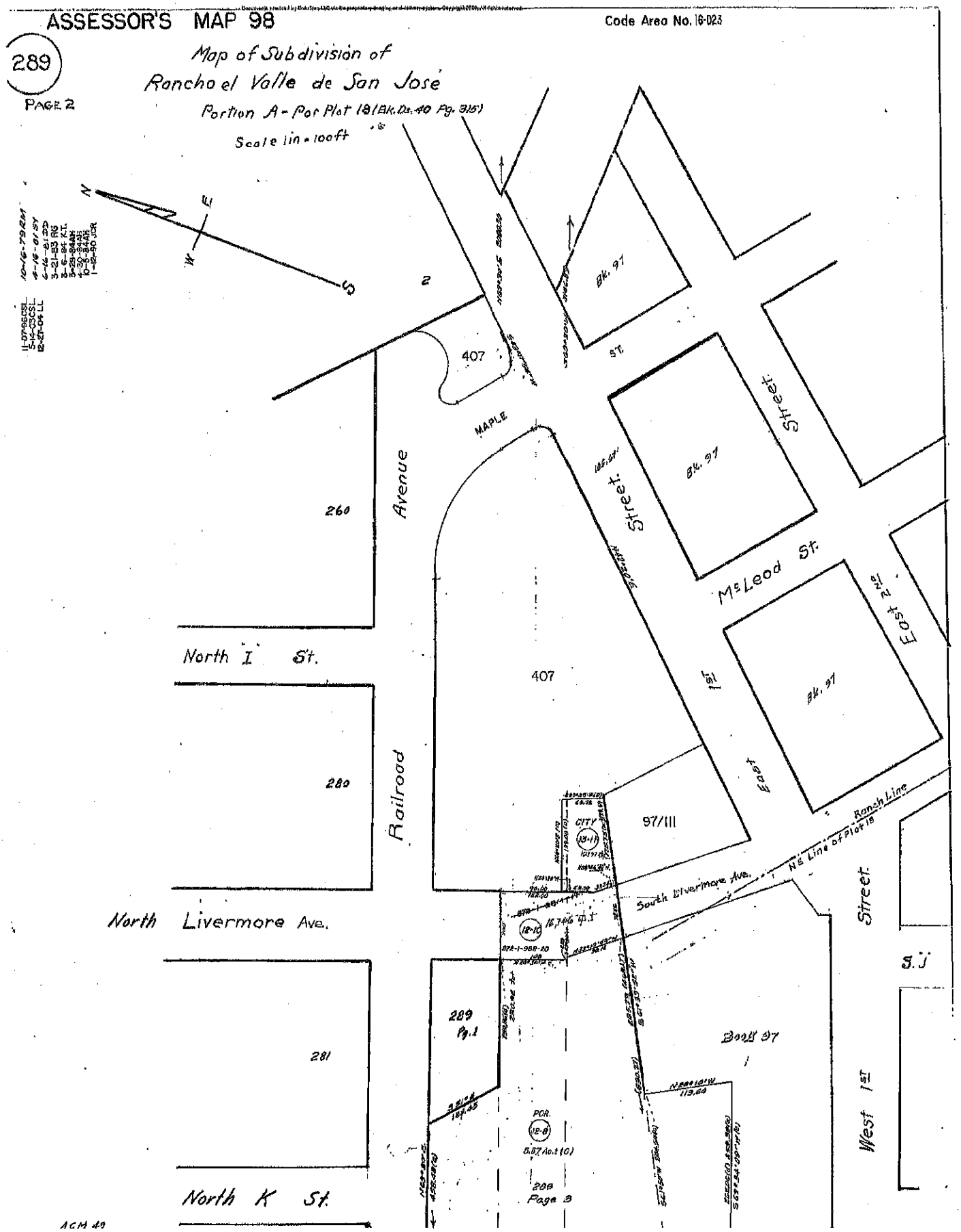
Alice Calvert
CITY CLERK

APPROVED AS TO FORM:

John J Pomeroy
CITY ATTORNEY



ASSESSOR'S MAP 98
289
PAGE 3
Map of Subdivision of
Rancho el Valle de San José
{Portion A - Por Plot 18} (Bk. Ds. 40 Pg. 315)
Scale 1in = 100ft.
Code Area No. 16-023
R.R. Ave.
North "K" Street
North "L" St
South "L" Street
South "M" Street
North "N" Street
South "N" Street
West 1st Street
"K"
BOOK 97
Book 97
3
Book 97
281
282
408
405
290
289 Pg. 1
289 Pg. 2
N 80°30' W
N 69°30' E
2844
N
E
W
S
HPN-17-3


ASSESSOR'S MAP 98
Code Area No. 16-023
289
PAGE 2
Map of Subdivision of
Rancho el Valle de San José
Portion A - Por Plat 18 (Bk. Ds. 40 Pg. 315)
Scale 1in = 100ft
N
E
W
S
2
407
MAPLE
ST.
Bk. 97
Street
Street
Avenue
260
McLeod St.
East 2nd
North I St.
407
1st
East
Bk. 97
280
Railroad
97/111
Ranch Line
N.E. Line of Plat 18
South Livermore Ave.
North Livermore Ave.
Street
S.J.
289
Pg. 1
281
Book 97
West 1st
POR.
5.57 Ac. t (G)
288
Page 3
North K St.
ACM 49

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ASSESSOR'S MAP 98

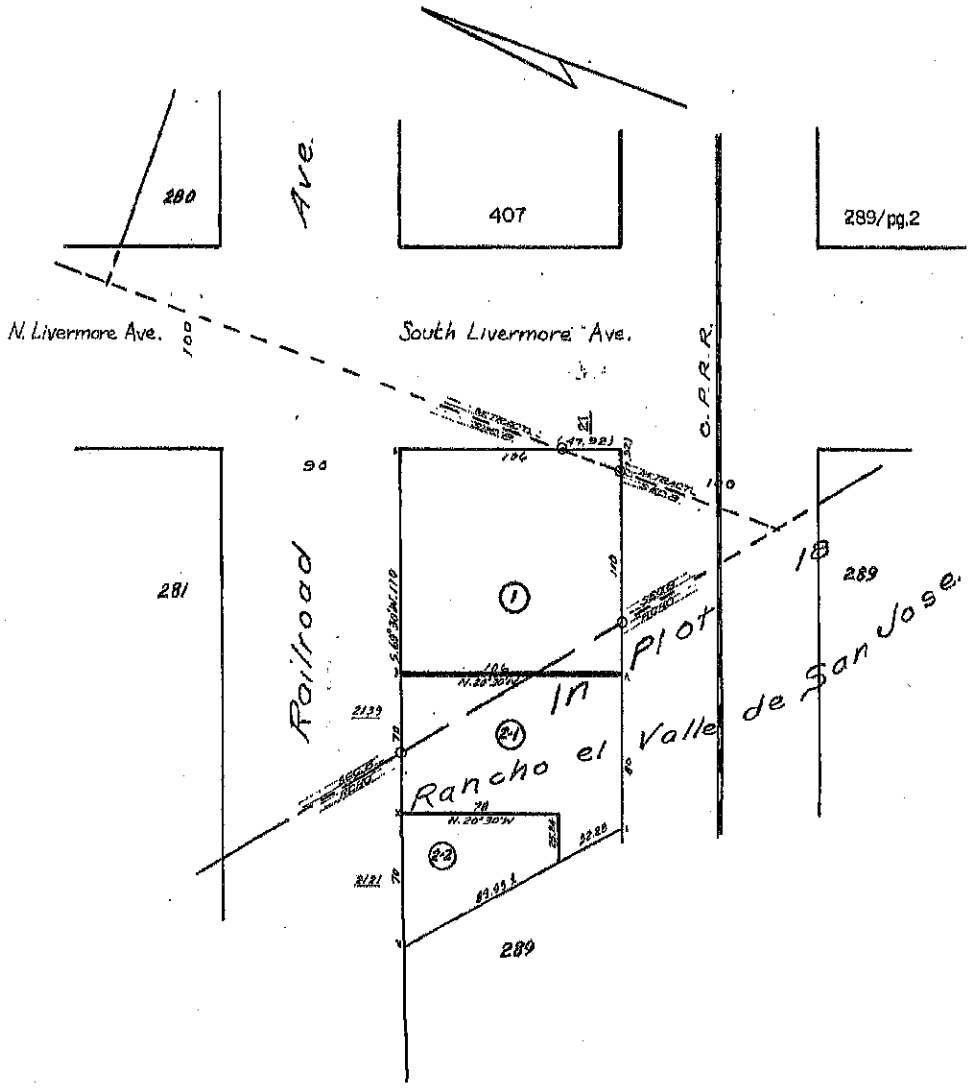
Code Area No. 16-023

289

PAGE 1

Rev. 5-10-83 MP
6-16-81 DC
3-21-83 RG
12-27-04 LL

Portion of S.E. 1/4 of Sec. 8. T.3S. R.2E.
Map of the McLeod Tract (Bk. 6 Pg. 2)
Scale: 1 in. = 50 ft.
RANCHO EL VALLE DE SAN JOSE (Bk. D's 40 Pg. 315)



A.C.M 49

Ind. A

RECORDING REQUESTED BY:
AND

WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

2011183585 06/28/2011 03:32 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

6 PGS

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned grantor(s) declare(s):
CITY TRANSFER TAX $0.00 Government Agency Acquiring title
DOCUMENTARY TRANSFER TAX $ Rev & Tax Code §11922
SURVEY MONUMENT FEE $0.00
Computed on the consideration or value or property conveyed; OR computed on the consideration or value less liens or encumbrances remaining a t time of sale.

APN: 097-0001-031 (portion)

No Fee for recording pursuant to Government Code §§ 27383 and 6103

GRANT DEED

(Grant deed recorded in error on 3/23/11 under Series # 2011089516, Alameda County Recorder)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF LIVERMORE, a Municipal Corporation

hereby GRANTS (S) to

Redevelopment Agency of the City of Livermore, a public body corporate and politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as Redevelopment Agency of the City of Livermore, a body corporate and governmental.

the following described real property in the City of Livermore, County of Alameda, State of California, as described as:

Parcel 1 of Parcel Map 9952, filed May 25, 2010 as Book 315, Pages 82 and 83 of Parcel Maps, Alameda County Records,

Subject to the covenants and restrictions in Exhibit "A" attached hereto.

Dated: June 27, 2011

Signed this 27 day of June, 2011

Grantor Signature(s)

Linda Barton

Linda Barton, City Manager
City of Livermore

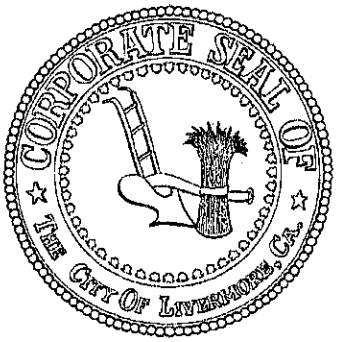
STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On June 27, 2011 before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, City Manager, 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 Susan Neer

EXHIBIT "A "

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

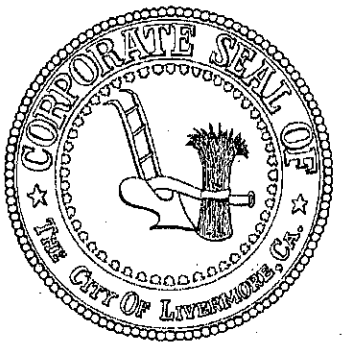
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated June 27, 2011, from the City of Livermore, a Municipal Corporation, APN 097-0001-0031-00 (portion) to the Redevelopment Agency of the City of Livermore, is hereby accepted by the undersigned Secretary on behalf of the Redevelopment Agency of the City of Livermore pursuant to authority conferred by Resolution No. RA-3-89 of the Redevelopment Agency of the City of Livermore adopted on January 23, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: June 27, 2011

Susan Neer

Susan Neer, Agency Secretary
Redevelopment Agency of
the City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550



RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089516 03/23/2011 04:14 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

6 PGS

APN: 097-0001-031 (portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a public body corporate and politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as Redevelopment Agency of the City of Livermore, a body corporate and governmental

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of **Alameda**, State of California:

Parcel 1 of Parcel Map 9952, filed May 25, 2010 as Book 315, Pages 82 and 83 of Parcel Maps, Alameda County Records,

subject to the covenants and restrictions in Exhibit "A" attached hereto.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me, _____
personally appeared

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

_____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

EXHIBIT "A "

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 097-0001-031-00) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

#599952 MAP

RECORDING REQUESTED BY:
AND
WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, Ca. 94550
(925) 960-4200

23

2010183153 06/30/2010 03:06 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 35.00

8 POS

SPACE ABOVE THIS LINE FOR RECORDER USE

10 O'Ile

LOT LINE ADJUSTMENT 10-001
CERTIFICATE OF COMPLIANCE

The following described property complies with applicable provisions of the State of California Subdivision Map Act, Division 2 of Title 7 of the Government Code, and the City of Livermore Subdivision Ordinance:

Name and Address of Owners: City of Livermore Redevelopment Agency

[redacted]

Address of Property: APN: 098-0289-012-08

APN: 097-0001-031 (Portion)

See Exhibit A
(Legal Description of Property)

Attached are the metes and bounds descriptions to complete the lot line adjustment.

Upon Recording, copy to: CITY OF LIVERMORE

By: [signature]
Marc Roberts, Community Development Director

Dated: 3/29/2010

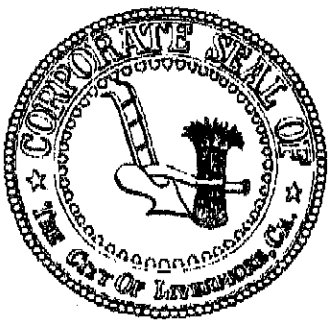
STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On March 29, 2010 before me, SUSAN NEER, CITY CLERK,

personally appeared Marc Roberts, Community Development Director
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 Susan Neer

EXHIBIT "A"
LEGAL DESCRIPTION
NEW REMAINDER PARCEL
LLA NO. 10-01

REF. APN: 098-0289-012-08 & 097-001-31 (PORTION)

REAL PROPERTY SITUATE IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL 1 AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON PARCEL MAP 9952, FILED FOR RECORD ON MAY 26, 2010 IN BOOK 315 OF MAPS AT PAGE 82 AND ALL OF THE REMAINDER PARCEL AS SHOWN AND SO DESIGNATED ON PARCEL MAP 9926 FILED ON FEBRUARY 23, 2010 IN BOOK 315 OF MAPS AT PAGE 41, ALL OFFICIAL RECORDS OF SAID COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1 AS SHOWN ON SAID MAP (315 M 82);

THENCE NORTH 61° 33' 52" EAST, 0.457 FEET;

THENCE ALONG THE WESTERN LINE OF SOUTH LIVERMORE AVENUE AS SHOWN ON SAID PARCEL MAP 9926 (315 M 41), NORTH 39° 10' 40" WEST, 25.190 FEET;

THENCE LEAVING SAID LINE AND ALONG THE SOUTHERN AND WESTERN LINES OF PARCELS 1 AND 2 AS SHOWN ON SAID MAP (315 M 41), THE FOLLOWING SIXTEEN (16) COURSES:

1) ALONG THE ARC OF A NON-TANGENT 4.000-FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 50°49'20 WEST, THROUGH A CENTRAL ANGLE OF 102° 11' 33", AN ARC DISTANCE OF 7.134 FEET;

2) SOUTH 63° 00' 53" WEST, 22.490 FEET;

3) ALONG THE ARC OF A TANGENT 4.000-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 58° 05' 16", AN ARC DISTANCE OF 4.055 FEET;

4) NORTH 58° 63' 51" WEST, 9.694 FEET;

5) ALONG THE ARC OF A TANGENT 4.000-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 58° 05' 16", AN ARC DISTANCE OF 4.055 FEET;

6) SOUTH 63° 00' 53" WEST, 85.273 FEET;

7) ALONG THE ARC OF A TANGENT 3.000-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 50° 42' 59", AN ARC DISTANCE OF 2.656 FEET;

8) NORTH 66° 16' 08" WEST, 3.647 FEET;

9) SOUTHWESTERLY ALONG THE ARC OF A 61.00-FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 66° 16' 08" WEST, THROUGH A CENTRAL ANGLE OF 37° 50' 00", AN ARC DISTANCE OF 40.279 FEET;

10) SOUTH 61° 33' 52" WEST, 88.750 FEET;

11) SOUTH 69° 30' 00" WEST, 25.244 FEET;

12) NORTH 20° 30' 00" WEST, 34.911 FEET;

13) SOUTH 69° 30' 00" WEST, 81.500 FEET;

14) NORTH 20° 30' 00" WEST, 162.917 FEET;

15) NORTH 69° 30' 00" EAST, 6.000 FEET; AND

16) NORTH 20° 30' 00" WEST, 103.787 FEET TO A POINT ON THE SOUTHERN RIGHT-OF-WAY LINE OF RAILROAD AVENUE AS SHOWN ON SAID MAP (315 M 41);

THENCE LEAVING SAID WESTERN LINE OF SAID PARCEL 1 (315 M 41), AND ALONG SAID SOUTHERN LINE SOUTH 69° 30' 00" WEST, 90.984 FEET;

THENCE CONTINUING ALONG SAID LINE, ALONG THE ARC OF A TANGENT 456.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17° 03' 35", AN ARC DISTANCE OF 135.773 FEET TO A POINT OF REVERSE CURVATURE;

THENCE CONTINUING ALONG SAID LINE, ALONG THE ARC OF A TANGENT 544.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15° 01' 39", AN ARC DISTANCE OF 142.680 FEET TO A POINT OF REVERSE CURVATURE;

THENCE CONTINUING ALONG SAID LINE, ALONG THE ARC OF A TANGENT 20.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 87° 58' 04", AN ARC DISTANCE OF 30.707 FEET TO THE EASTERN LINE OF SOUTH L STREET AS SHOWN ON SAID MAP (315 M 41);

THENCE ALONG SAID LINE SOUTH 20° 30' 00" EAST, 292.807 FEET TO THE NORTHWESTERN CORNER OF PARCEL A OF PARCEL MAP 1548 FILED OCTOBER 31, 1974 IN BOOK 84 OF MAPS AT PAGE 63, OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG THE NORTHERN LINE OF SAID PARCEL A AND THE EASTERLY PROLONGATION THEREOF NORTH 69°30' 00" EAST, 221.280 FEET TO A POINT ON THE NORTHEASTERN CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN THE DEED RECORDED JULY 30, 2009 AS INSTRUMENT NUMBER 2009-244843, OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG THE EASTERN LINE THEREOF SOUTH 20° 30' 00" EAST, 80.074 FEET TO THE NORTHWESTERN CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN THE DEED RECORDED JULY 23, 2001 AS INSTRUMENT NUMBER 2001-262723, OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG THE NORTHERN LINE THEREOF NORTH 69° 30' 00" EAST, 60.000 FEET TO A POINT ON THE NORTHEASTERN CORNER OF SAID CERTAIN PARCEL OF LAND (2001-262723);

THENCE ALONG THE EASTERN LINE THEREOF SOUTH 20° 30' 00" EAST, 4.000 FEET TO THE NORTHWESTERN CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN THE DEED RECORDED OCTOBER 16, 1986 AS INSTRUMENT NUMBER 86-263529, OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG THE NORTHERN LINE THEREOF NORTH 69° 30' 00" EAST, 258.826 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 2, PARCEL MAP 9952 (315 M 82);

THENCE ALONG SAID LINE NORTH 28° 26' 08" WEST; 98.355 FEET TO THE NORTHWESTERN CORNER OF SAID PARCEL 2 (315 M 82);

THENCE ALONG THE NORTHWESTERN LINE OF SAID PARCEL 2 (315 M 82) NORTH 63° 00' 53" EAST, 224.267 FEET;

THENCE ALONG THE ARC OF A TANGENT 4.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 78° 52' 45", AN ARC DISTANCE OF 5.507 FEET TO A POINT ON THE WESTERN LINE OF SOUTH LIVERMORE AVENUE AS SHOWN ON SAID PARCEL MAP 9952 (315 M 82);

THENCE ALONG SAID LINE NORTH 38° 06' 22" WEST, 30.003 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 177,565 SQUARE FEET OR 4.0763 ACRES OF LAND, MORE OR LESS.

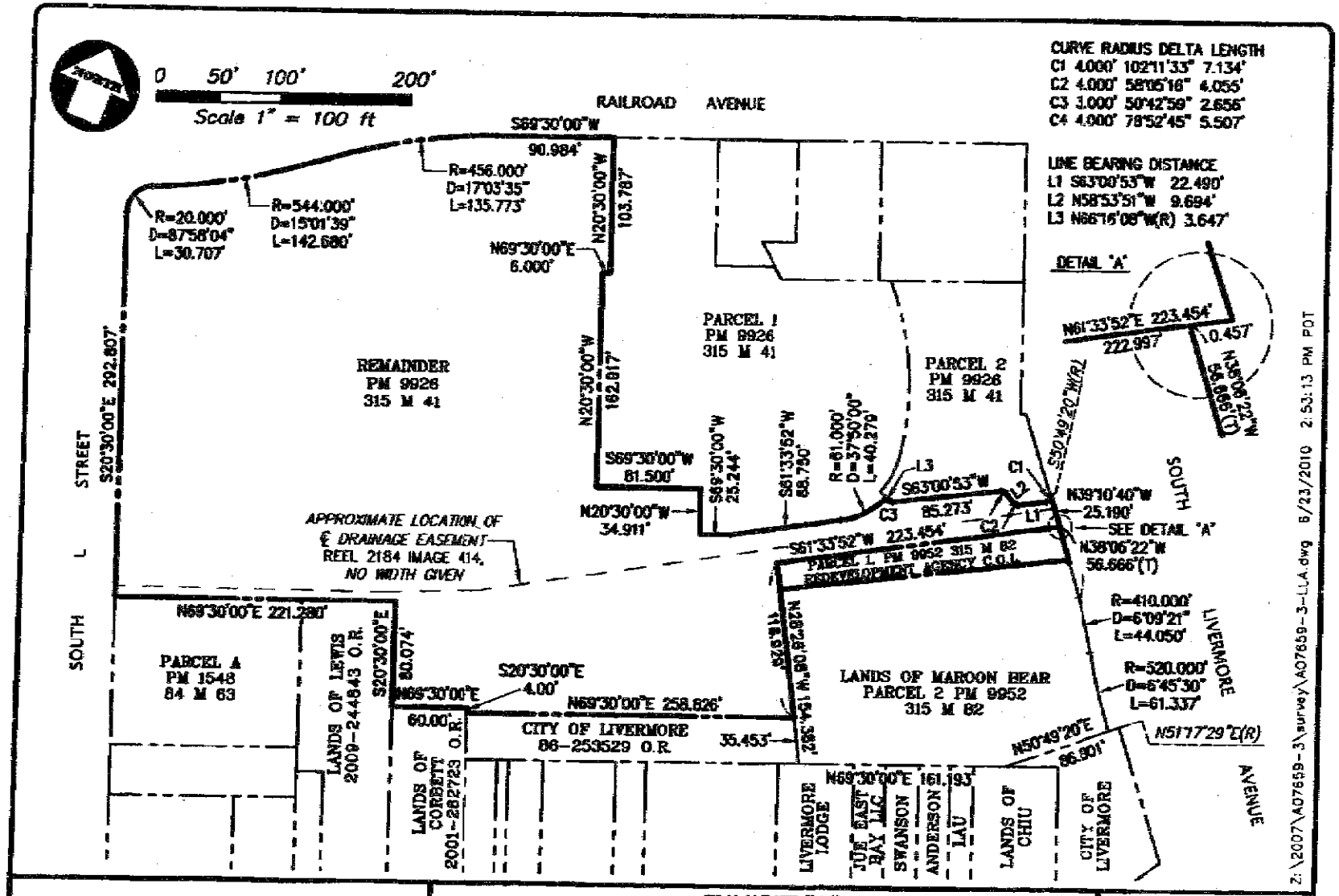
KIER & WRIGHT, CIVIL ENGINEERS & SURVEYORS, INC.

Timothy Kelly 6/23/2010

TIMOTHY KELLY, L.S. 7089 DATE
LICENSE EXPIRATION DATE: 12/31/2010

LICENSED LAND SURVEYOR
TIMOTHY KELLY
No. 7089
EXP 12-31-10
STATE OF CALIFORNIA

W:\2007\A07659-3\Legal Descriptions\A07659-3 NEW REMAINDER PARCEL MERGER.doc



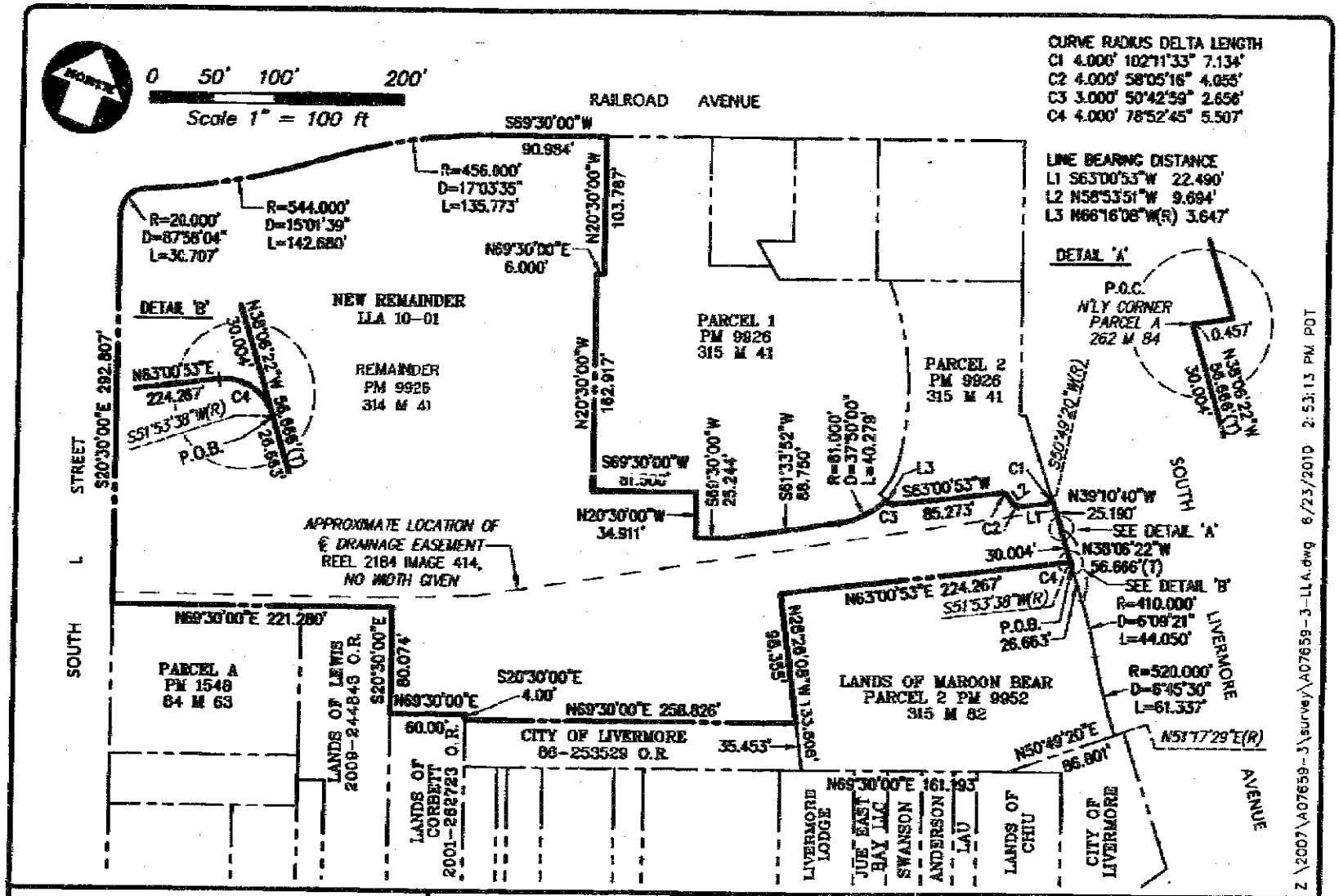
KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
1233 Quarry Lane, Suite 145 Phone (925) 249-6555
Pleasanton, California 94566 Fax (925) 249-6563

EXHIBIT "B"

EXISTING PARCELS
LOT LINE ADJUSTMENT

LIVERMORE, LLA 10-01 CALIFORNIA

DATE	FEB 2010
BY	TK/CH
JOB NO.	A07659-3
SCALE	1"=100'
SHEET	2 OF 2



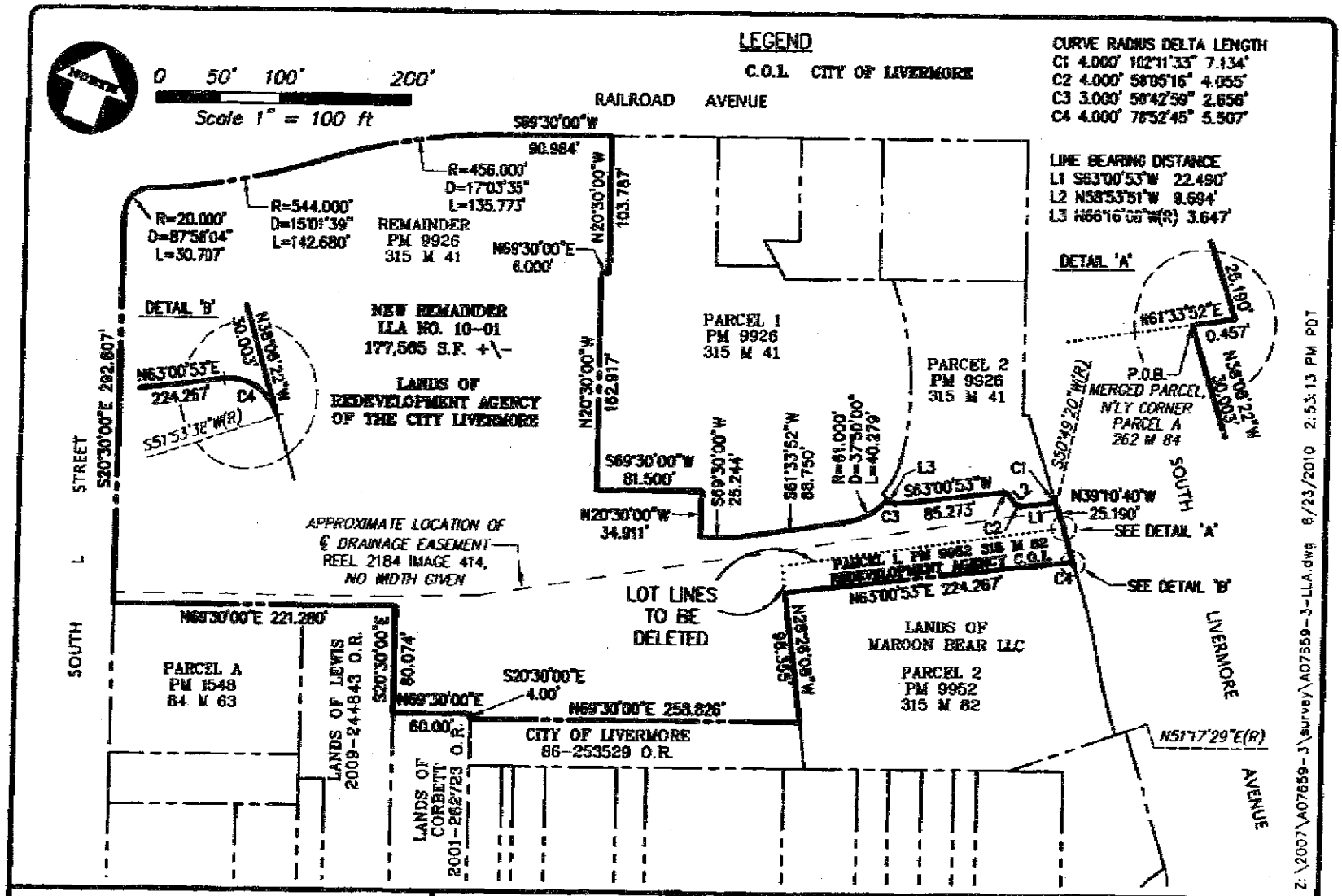
KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
1233 Quarry Lane, Suite 145 Phone (925) 249-6555
Pleasanton, California 94566 Fax (925) 249-6563

EXHIBIT "B"

PROPOSED PARCELS
LOT LINE ADJUSTMENT

LIVERMORE, LLA 10-01 CALIFORNIA

DATE	FEB 2010
BY	TK/CH
JOB NO.	A07659-3
SCALE	1"=100'
SHEET	3 OF 3



CURVE RADIUS DELTA LENGTH
C1 4.000' 102°11'33" 7.134'
C2 4.000' 58°05'16" 4.055'
C3 3.000' 50°42'59" 2.656'
C4 4.000' 78°52'45" 5.507'

LINE BEARING DISTANCE
L1 S63°00'53"W 22.490'
L2 N58°53'51"W 8.694'
L3 N66°16'08"W(R) 3.647'

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
1233 Quarry Lane, Suite 145 Phone (925) 249-6555
Pleasanton, California 94566 Fax (925) 249-6563

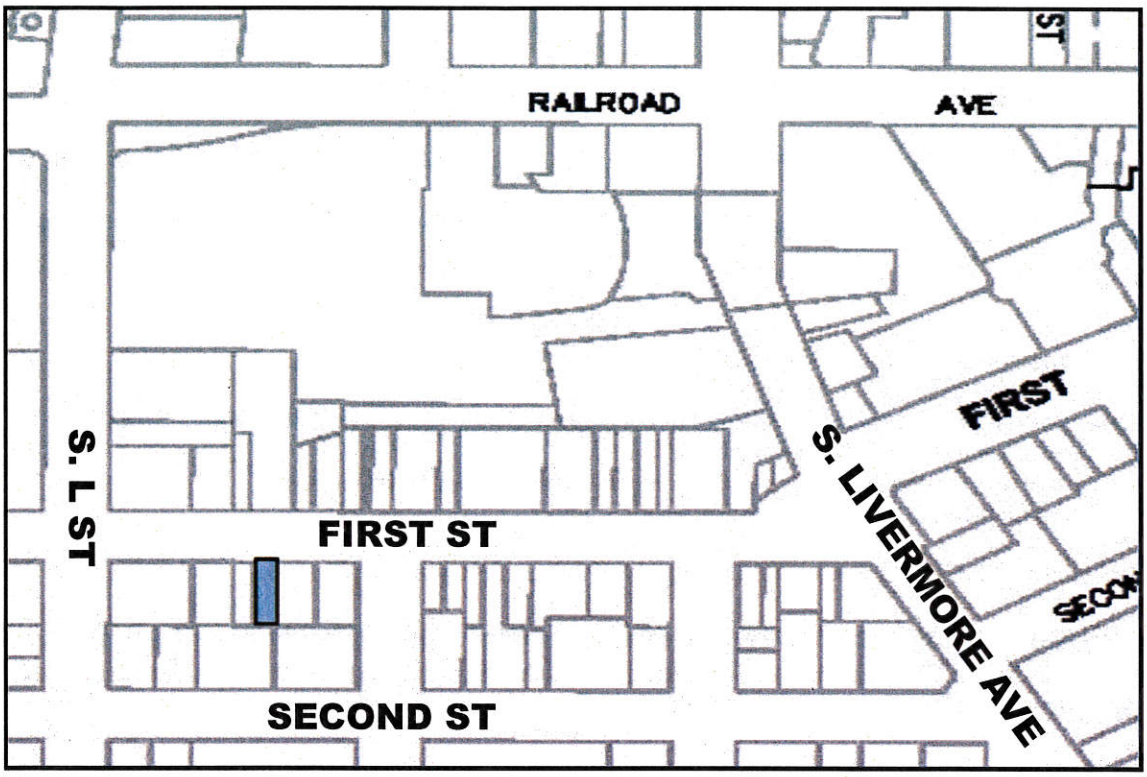
EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION
NEW REMAINDER PARCEL
LLA NO. 10-01

LIVERMORE, CALIFORNIA

DATE	FEB. 2010
BY	TK/CH
JOB NO.	A07659-3
SCALE	1"=100'
SHEET	1 OF 1

EXHIBIT A.2



2047 First Street
(former Greiner parcel)
APN: 097-0013-009-00

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089521 03/23/2011 04:14 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

6 PGS

cc: HHS

APN: 097-0013-009-00

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title

[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a public body corporate and politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as Redevelopment Agency of the City of Livermore

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

The Eastern 25.00 feet, front and rear measurements of Lot 3, Block 13, Map of the Town of Livermore, filed November 4, 1869, Map Book 5, Page 9, Alameda County Records,

subject to the covenants and restrictions in Exhibit "A" attached hereto.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

City Clerk's Office
APR 12 2011
City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

}
STATE OF CALIFORNIA } SS.
COUNTY OF ALAMEDA }

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

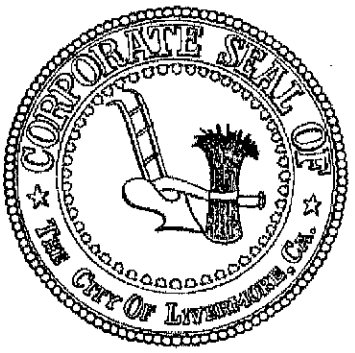


EXHIBIT "A "

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

Exhibit A

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

Exhibit A

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 097-0013-009-00) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

18

RECORDING REQUESTED BY:
ALLIANCE TITLE COMPANY

RECORDING REQUESTED BY
Alliance Title Company
AND WHEN RECORDED MAIL TO

Name: Redevelopment Agency of the City of Livermore
Street Address: 1052 S. Livermore Ave.
City, State Zip: Livermore CA 94550

Order No. 11343679-406-SKW

SM-1
AB
2
TAX
CM

2005398963 09/16/2005 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 20.00
COUNTY TAX: 423.50

2 PGS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
City of Livermore
Conveyance Tax is $0.00
Parcel No. 097-0013-009

Documentary Transfer Tax is $423.50
☑ computed on full value of interest or property conveyed, or
☐ full value less value of liens or encumbrances remaining at the time of sale.

Declarant or Agent Determining Tax

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
David B. Greiner, as Successor Trustee of the Greiner Family Trust initially created 3-26-2004
hereby GRANT(s) to
Redevelopment Agency of the City of Livermore
the following real property in the city of **Livermore**
county of **Alameda**, state of **California:**
See Exhibit A attached hereto and made a part hereof.

Dated: September 7, 2005

David B. Greiner, as Successor Trustee of the Greiner Familly Trust

STATE OF CALIFORNIA
COUNTY OF Alameda } S.S.

David B. Greiner, Trustee
David B. Greiner Trustee

On 9-7-05 before me,
Shirley Whitacre
a Notary Public in and for said County and State, personally appeared
David B. Greiner

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 Shirley Whitacre

SHIRLEY WHITACRE
Comm. # 1548226
NOTARY PUBLIC - CALIFORNIA
Alameda County
My Comm. Expires Feb. 26, 2009

(This area for official notorial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name | Street Address | City & State

Exhibit A

All that certain real property in the City of Livermore, County of Alameda, State of California, described as follows:

The Eastern 25.00 feet, front and rear measurements of Lot 3, Block 13, Map of the Town of Livermore, filed November 4, 1869, Map Book 5, Page 9, Alameda County Records.

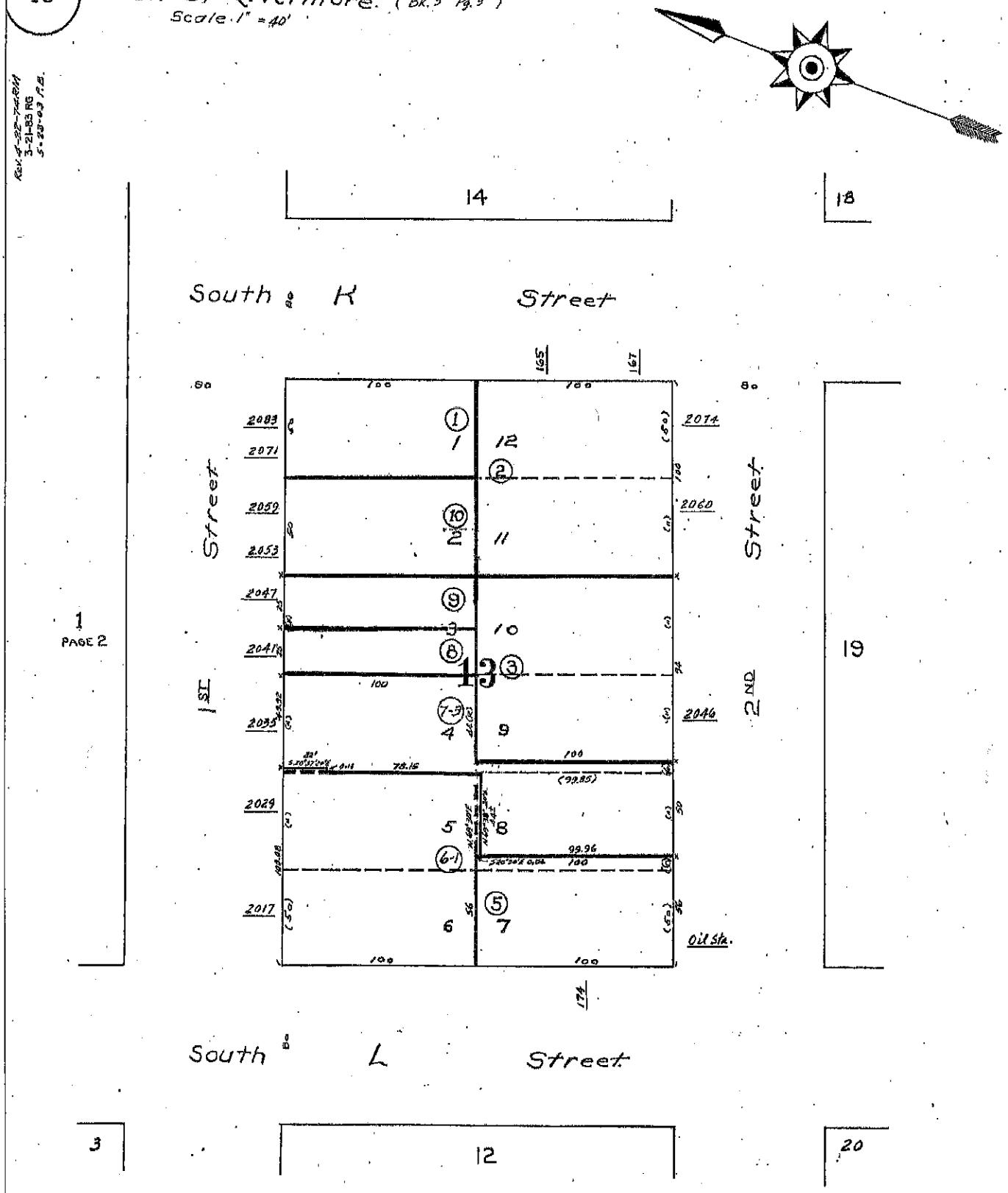
ASSESSOR'S MAP 97

Map of the

13 Town of Livermore. (Bk. 5 Pg. 9)

Scale 1" = 40'

de Area No. 16-023



ACM 49

07-467

COOPERATION AND REPAYMENT AGREEMENT
(Acquisition- 2047 First Street)

This Agreement is entered into as of the 26 day of November 2007, by and between the City of Livermore, a municipal corporation ("City") and the Redevelopment Agency of the City of Livermore, a body corporate and politic ("Agency") regarding the purchase of the property located at 2047 First Street, Livermore, California ("Property").

RECITALS

A. The Amended and Restated Redevelopment Plan for the Livermore Redevelopment Project, as adopted on July 12, 1982, by Ordinance No. 1114 (Original Project Area) and thereafter amended and restated December 21, 1992, by Ordinance No. 1398 (Expansion Area); amended November 14, 1994, by Ordinance No. 1435 (Establishing and Amending Certain Time Limits – AB 1290); amended August 11, 2003, by Ordinance No. 1696 (Eliminating Certain Time Limits – SB 211); amended November 10, 2003, by Ordinance No. 1703 (Amending Certain Time Limits); and amended October 11, 2004, by Ordinance No. 1739 (Second Amendment), collectively referred to in this Agreement as the "Redevelopment Plan," affecting the Livermore Redevelopment Project Area (the "Project Area").

B. The Agency is vested with the responsibility for formulating and carrying out necessary redevelopment projects within the Project Area.

C. The Agency purchased the Property for its development as a small in-fill high density mixed use project that meets the goals of the Downtown Specific Plan and provides that at least 25% of the housing units created will be affordable to lower income households.

D. The City has loaned the Agency the funds necessary for the property's acquisition in a effort to revitalize this area of the downtown and in an effort to provide for more affordable housing in the downtown and, to this end, the Agency and the City will enter into this Cooperation Agreement to facilitate the City's loan and the Agency's repayment thereof;

F. Further, both the Agency and the City have undertaken many land use planning, land acquisition and development commitments to this project including the processing of all necessary land use entitlements to develop the property; and

G. The Agency will enter into a Disposition and Development Agreement By and Between the Redevelopment Agency of the City of Livermore and Ronald Witherspoon on 11-26-07 (the "DDA") wherein Ronald Witherspoon (the Developer) will construct a three story mixed-use development consisting of 2,500 square feet of retail space on the ground floor, 2,000 square feet of office and banquet space on the second floor, and three one-bedroom apartments on the third floor on the Property (the "Project").

H. The City and Agency desire to enter into this Agreement for the following purposes:

(i) To set forth activities, services, and facilities that the City will render for and make available to the Agency in furtherance of the activities and functions of the Agency under the Community Redevelopment Law in connection with the Project; and

(ii) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency for the Project.

Agreement

1. PURPOSE.

The purpose of this Agreement is to establish a mechanism for repayment of the Loan as more fully set forth in Section 4.

2. AMOUNT OF LOAN.

The City agrees to provide a loan to the Agency in the amount of up to $490,000 (Four Hundred and Ninety Thousand Dollars) to assist with the Project.

3. TERM OF AGREEMENT.

Subject to Section 4(b) below, this Agreement shall be in full force and effect for a period beginning as of the date first above written and continuing until the earlier of (i) all repayment obligations of the Agency to the City are satisfied in full in accordance with the terms of this Agreement, or (ii) the expiration date of the Redevelopment Plan.

4. REPAYMENT.

(a) Annual Payment. Beginning no later than December 31, 2010, the Agency shall pay to the City all monies paid to the Agency by the Developer for purchase of the Property which is the subject of the DDA, and which the Agency has received from the Developer until the loan is paid in full. Specifically, the Agency agrees to reimburse the City's HELP fund, established pursuant to that California Housing Finance Agency Loan Agreement (CalHFA Loan No. HELP020604-04) and dated September 13, 2004.

(b) New Payment Schedule. If on December 31, 2010 the Agency determines that its revenues will be insufficient to repay the remaining principal balance and accrued interest of the Loan in full, the City and the Agency shall meet and negotiate in good faith a new method for the repayment of the Loan.

5. RECORD KEEPING

The City will keep records of activities and services undertaken pursuant to the Agreement and the costs thereof so that an accurate determination of the Agency's total liability to the City can be made. The City shall periodically, but not less than annually, submit to the Agency, upon Agency's request, a statement of costs incurred by the City in rendering activities and services of the City in connection with the Project. Such statement of costs may include consultant expenses incurred by the City.

6. SUBORDINATION

It is agreed by the parties hereto that all repayments to the City pursuant to this Agreement are subordinated to any and all payments necessary to satisfy existing debt of the Agency and to any and all payments necessary to satisfy the Agency's obligations in connection

with existing bonds or bonds which may be issued in the future or to the extent necessary for any bonded indebtedness for which the Agency has pledged as a security or source of repayment tax increment generated within the Project Area.

7. INDEBTEDNESS

The Agency's obligations under this Agreement shall constitute an indebtedness of the Agency within the meaning of Health and Safety Code Section 33670 et seq.

8. VALIDITY OF AGREEMENT

If any provisions of this Agreement, or the application thereof to any person, party, transaction, or circumstance, is held invalid, the remainder of this Agreement, or the application of such provision to other persons, parties, transactions or circumstances, shall not be affected thereby.

9. AMENDMENT

This Agreement may be amended at any time provided such amendment is in writing and is signed by both parties to this Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Livermore, as authorized by resolution of the City Council of the City of Livermore, has caused the name of the City of Livermore to be affixed to this Agreement, and the Executive Director of the Livermore Redevelopment Agency, as authorized by resolution of the Agency, has caused the name of the Redevelopment Agency of the City of Livermore to be affixed to this Agreement on the above date.

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE

By: Linda Barton

Executive Director

CITY OF LIVERMORE

By: Linda Barton

City Manager

Approved as to form:

Agency Counsel, Asst

Approved as to form:

City Attorney, Asst

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION OF THE CITY OF LIVERMORE APPROVING APPROPRIATION OF $465,000 IN HELP FUNDS FOR ACQUISITON OF PROPERTY AT 2047 FIRST STREETAND AUTHORIZING CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS

BE IT RESOLVED by the City Council of the City of Livermore that:

1. Appropriation of $465,000 in State HELP Funds for the acquisition and predevelopment expenses associated with the purchase of 2047 First Street is approved; and

2. The City Manager is authorized to execute all necessary documents in connection with this acquisition and purchase.

On the motion of Councilmember Dietrich, seconded by Councilmember Leider, the foregoing Resolution was passed and adopted this 13th day of June, 2005, by the following vote:

AYES: Councilmembers Dietrich, Beeman, and Leider

NOES: Vice Mayor Reitter

ABSENT: Mayor Kamena

ABSTAIN: None

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. 2005-135

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION APPROVING ACQUISITION OF PROPERTY AT 2047 FIRST STREET AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY DOCUMENTS

BE IT RESOLVED by the Redevelopment Agency of the City of Livermore that:

1. The acquisition of property at 2047 First Street is approved; and

2. The Executive Director is authorized to execute all necessary documents in connection with this acquisition and purchase.

On the motion of Agencymember Dietrich, seconded by Agencymember Leider, the foregoing Resolution was passed and adopted this 13th day of June 2005, by the following vote:

AYES: Agencymembers Dietrich, Beeman, and Leider

NOES: Vice Chair Reitter

ABSENT: Chairperson Kamena

ABSTAIN: None

ATTEST:

SECRETARY

APPROVED AS TO FORM:

GENERAL COUNSEL

RESOLUTION NO. RA-2005-13

11-037

FORMAL AMENDMENT TO EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (2047 First Street, 2121 and 2139 Railroad)

This formal amendment ("Formal Amendment") is entered into as of this 28 day of February, 2011 by and between the Redevelopment Agency of the City of Livermore, a public body corporate and politic ("Agency") and Eden Housing, Inc. a California nonprofit public benefit corporation ("Master Developer") on the basis of the following facts:

RECITALS

A. On July 26, 2010, the Agency and Master Developer entered into an Exclusive Negotiating Rights Agreement("ENRA") to design and construct two scattered site mixed-use housing and retail/commercial projects on Site A (2047 First Street) and Site B (2121 and 2139 Railroad Avenue) ("Model Mixed Use Projects").

B. The Agency and Master Developer are continuing to negotiate a Disposition and Development Agreement ("DDA") for the Model Mixed Use Projects.

C. Section 1.2 in the ENRA authorizes the Executive Director to extend the negotiating period for the preparation and execution of a DDA to present to the Agency's Board for consideration. That section also authorizes the Agency's Board to extend the negotiating period by formal amendment if additional time is needed to complete the DDA.

D. The Agency and Master Developer have made significant progress and are nearing completion of the DDA. However, the Executive Director has exhausted her authority to extend the negotiating period, and a formal amendment to the ENRA is now necessary to extend the negotiating period further.

E. The Agency and Master Developer desire to amend the ENRA to extend the negotiating period to for a period of ninety (90) days, commencing on the date this Formal Agreement is executed by the Agency, so that they may finalize project details to be outlined in the DDA, including unit count, population, and ground floor use.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. This Formal Amendment hereby extends the negotiating period in the ENRA for a period of ninety (90) days, commencing on the date this Formal Amendment is executed by the Agency. In the event a DDA is signed by the Master Developer, which is supported by the Executive Director for the Agency, but not approved by the Agency Board, then this Agreement will be

extended sixty (60) days to allow for legal noticing, conducting of the required public hearings, preparation of reports and formal consideration by the Agency Board.

2. This Agreement and all rights and obligations of the Master Developer may be assigned by the Master Developer to a controlled affiliate of the Master Developer, such as Eden Development, Inc. or Eden Investments, Inc. Prior to such assignment, the Master Developer shall deliver to the Agency a copy of the transferee's organizational documents (Articles of Incorporation, Bylaws, 501(c)(3) determination letter, and good standing certificate).

3. This Formal Agreement constitutes the entire agreement of the parties regarding the Board's extension of the negotiating period. This Formal Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

4. Except as amended above, the ENRA remains in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date first above written.

Dated: 2/15/11

MASTER DEVELOPER:

EDEN HOUSING, INC.
A California nonprofit public benefit corporation

By: _____
Terese McNamee, Acting Executive Director

Dated: February 28, 2011

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, a public body corporate and politic

By: _____
Linda Barton, Executive Director

APPROVED AS TO FORM:

By: _____
Agency General Counsel, Asst

10-242

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(2047 First Street, 2121 & 2139 Railroad)

This Exclusive Negotiating Rights Agreement ("Agreement") is entered into as of this 26 day of July, 2010 by and between the Redevelopment Agency of the City of Livermore, a body politic and corporate ("Agency"), and Eden Housing, Inc., ("Master Developer") a California nonprofit public benefit corporation, on the basis of the following facts:

RECITALS

A. The Agency is responsible for implementation of the Amended and Restated Redevelopment Plan for the Livermore Redevelopment Project ("Redevelopment Plan") to redevelop the City of Livermore Redevelopment Project Area ("Project Area") consistent with the policies and standards of the General Plan of the City of Livermore. The goals for the Redevelopment Plan include alleviation of blighting conditions and the stimulation of economic development activities in the Project Area.

B. The Agency has identified a community need to stimulate Downtown targeted redevelopments, demonstrate to investors the possibilities of downtown, and to encourage redevelopment in the Revitalization Zone and the Unified Project Area in the Downtown area.

C. To meet that need, the Agency has identified mixed-use housing and retail/commercial developments as a significant component of Livermore Village Site development and the First Street Downtown Core Area in the Downtown Specific Plan ("DSP") which is within the Redevelopment Project Area and shown on the map attached to this Agreement as Exhibit A ("Sites A & B"). The sensitive and creative development of Sites A&B is a key component of the redevelopment of the Project Area and of great importance to the community.

Site A (2047 First Street) is approximately 2,500 square feet and located in the Downtown Core of the DSP, and is owned by the Agency. Development of Site A is intended demonstrate a model for downtown core mixed-use housing and retail development. The Agency intends for this project to incorporate the affordable residential development goals within the Project Area. In addressing these goals, forty-nine percent (49%) of the residential units should be reserved for a mix of low and very-low income residents, including special needs residents. The developer may make additional units affordable at their own option.

Development of Site B will require the consolidation of two existing parcels (2121 and 2139 Railroad Avenue) including a lot line adjustment for the total development of approximately 12,269 square feet. The proposed Site B is located within the Downtown Core of the DSP and is owned by the Agency. The Development of Site B is intended to serve as a model mixed use project and catalyst for future downtown mixed-use development in the Livermore Village Site. Site B is bordered by the historic Blacksmith

Square retail complex, the future site of the Regional Livermore Performing Arts Center and the Livermore Village Site which will incorporate approximately 250 residential units. All proposed commercial and residential uses must be sensitive and compatible with the surrounding businesses and neighboring uses. Special design consideration must be given to incorporate the historic elements of neighboring Blacksmith Square, existing design for the Regional Performing Arts Center, and the high visibility of the project to future neighboring projects including the public plaza and Livermore Village development.

D. The Master Developer will design and construct two scattered site mixed-use housing and retail/commercial projects ("Model Mixed Use Projects") on Sites A & B consistent with the requirements of this Agreement, the Redevelopment Plan, the DSP and any Development and Disposition Agreement ("DDA") which is negotiated between the parties.

E. The development of the Model Mixed Use Projects on Sites A&B in the Project Area will further the Agency's goals of providing an economic stimulus for the businesses, increasing the number of residential units in the Project Area and will assist in ameliorating blighting influences and spur development in the Project Area.

F. The purpose of this Agreement is to establish procedures and standards for the negotiation by the Agency, City, and the Master Developer of a DDA pursuant to which the Master Developer will conduct specified development activities related to the Site, including but not limited to constructing the Model Mixed Use Projects. In negotiating the development plan for the Site and for the construction of the Model Mixed Use Projects, the Master Developer and the Agency will cooperate to achieve the following Objectives:

1. Maximizing land use of the Site consistent with the Redevelopment Plan and Downtown Specific Plan ("RP/DSP"), and minimizing the financial commitment by the Agency for the Site A&B Projects.

2. The Master Developer's assembly of a qualified and proven development team, that meets with the Agency's approval, to satisfy the RP/DSP goals for the Site and vision for Model Mixed Use Projects.

3. Completing the Model Mixed Use Project in a timely and efficient manner, including meeting timelines and milestones for the application of funding for construction and permanent financing for the project.

4. Constructing the Model Mixed Use Project consistent with any City entitlements and requirements specific to the individual site needs for the Model Mixed Use Project, including the RP/DSP.

5. Providing on site amenities for Site B such as services and recreational space for the residents.

G. As more fully set forth in Sections 1.5 and 3.1, the Master Developer acknowledges and agrees that this Agreement in itself does not grant the Master Developer the right to develop the Model Mixed Use Project, nor does it obligate the Master Developer to any activities or costs to develop the Model Mixed Use Projects, except for the preliminary analysis and negotiations contemplated by this Agreement.

H. The Master Developer has performed site visits, and reviewed the Agency's Request for Qualifications, and tentatively found the Site and Model Mixed Use Projects acceptable.

I. The Agency is willing to restrain from further marketing of the Site for acquisition and construction of the Model Mixed Use Projects by other parties during a specified time period in order to have discussions with the Developer on the Developer's possible acquisition and construction of the Model Mixed Use Projects on the Site, with the goal of negotiating the terms of a DDA.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

ARTICLE 1.
EXCLUSIVE NEGOTIATING RIGHTS

Section 1.1 Good Faith Negotiations. The Agency and the Master Developer shall negotiate diligently and in good faith, during the Negotiating Period described in Section 1.2, the terms of a DDA for the financing and development plan of the Site and the construction of the Model Project thereon. This Agreement and the DSP shall serve as a guide in the negotiation of the DDA, although the parties acknowledge that review of additional information and further discussion may lead to refinement and revision of the development concepts set forth in the final DDA. During the Negotiating Period, the parties shall use good faith efforts to accomplish the respective tasks outlined in Article 2 to facilitate the negotiation of a mutually satisfactory DDA.

Among the issues to be addressed in the negotiations are the financing of the Model Mixed Use Projects, site acquisition and disposition procedures, development plans for the Site, physical and land title conditions of the Site, remediation of any adverse conditions, a development schedule for the Model Mixed Use Projects, marketing and management of the Model Mixed Use Projects, and the provision of public improvements related to the Model Mixed Use Projects to be consistent with the DDA and RP/DSP.

During the term of this Negotiating Period, the Agency will meet with the Master Developer on an exclusive basis. The Master Developer will consult with the City and the Agency, and endeavor to:

(a) Meet with Agency and City Planning staff;

(b) Identify any equity partner and financing sources and prepare loan/construction schedules;

(c) Provide financial and economic information, as necessary, regarding its ability to perform, finance and implement the construction of the Model Mixed Use Projects pursuant to an acceptable economic package;

(d) Provide a conceptual site plan for the Model Mixed Use Projects. Master Developer will develop and implement, in close consultation with Agency and City Planning Staff, a request for proposals (RFP) process to select an architect and determine design for the site. This process will include development of the RFP, distribution to a list of local and regional architects advised by Agency/City Staff, community noticing and input as deemed necessary by Agency and City Staff, and selection of the architect;

(e) Finalize an acceptable schedule for the construction of the Model Mixed Use Project; and,

(f) Make public presentations to the City Council and Agency Board or others as needed.

The Master Developer and the Agency will keep each other apprised of progress toward achieving the Objectives and the above milestones on a regular basis, and will make each other knowledgeable about issues or information affecting the Site, the Model Mixed Use Projects and economic terms.

Section 1.2 Negotiating Period. The negotiating period (the "Negotiating Period") under this Agreement shall be ninety (90) days, commencing on the date of this Agreement, subject to extension as provided below. If in the judgment of the Executive Director for the Agency the negotiations with the Master Developer have progressed sufficiently to indicate that the parties can satisfy all the terms of this Agreement and present a DDA for Agency Board approval within an additional ninety (90) day periods, the Agency Executive Director on behalf of the Agency, may extend the Negotiating Period for up to an additional ninety (90) days with the consent of the Master Developer. In addition, the Negotiating Period may be extended or modified by formal amendment of this Agreement executed by the Agency and the Master Developer. In the event a DDA is signed by the Master Developer, which is supported by the Executive Director for the Agency, but not approved by the Agency Board, then this Agreement will be extended sixty (60) days to allow for legal noticing, conducting of the required public hearings, preparation of reports and formal consideration by the Agency Board.

If a DDA has not been executed by the Agency and the Master Developer before the expiration of the Negotiating Period (as the Negotiating Period may be extended by operation of the preceding paragraph), then this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement except as set forth in Section 3.4. If a DDA is executed by the Agency and the Master Developer then, upon such execution, this Agreement shall terminate, and all rights and obligations of the parties shall be as set forth in the executed DDA.

Section 1.3 Exclusive Negotiations. During the Negotiating Period (as such Negotiating Period may be extended by operation of Section 1.2), the Agency shall not negotiate with any entity, other than the Master Developer, regarding the Site and construction of the Model Mixed Use Projects thereon, or solicit or entertain bids or proposals to do so.

Section 1.4 Identification of the Master Developer's Representative. The Master Developer's representative to negotiate the DDA with the Agency is Linda Mandolini, Executive Director or such other authorized representative as the Master Developer may identify.

Section 1.5 No Assurances of Approval. The Agency is not committing itself to or agreeing to undertake the following as a result of this Agreement:

(a) A disposition of any land to the Master Developer either within or outside the Project Area;

(b) The exercise of jurisdiction over land outside an adopted Project Area; or

(c) Any other acts or activities requiring the subsequent independent exercise or discretion by the City, the Agency, or any agency or department thereof.

This Agreement does not constitute a disposition of property or exercise of development approval over a property by the Agency. By this Agreement, the City and the Agency merely enters into a period of exclusive negotiations with the Master Developer according to the terms hereof, reserving final discretion and approval by the City and the Agency as to any DDA, development approval for the Site and all proceedings and decisions in connection therewith.

ARTICLE 2.
NEGOTIATION TASKS

Section 2.1 Overview. To facilitate negotiation of the DDA, the parties shall use reasonable good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support negotiation and execution of a mutually acceptable DDA prior to the expiration of the Negotiating Period.

Section 2.2 Financing and Costs of Development. The Master Developer shall provide the Agency with a detailed financial pro forma for the Model Mixed Use Project containing, among other matters, a detailed development budget setting forth the costs of the tasks to be undertaken by the Master Developer. The financial pro forma will be used to evidence the financial feasibility of the Model Mixed Use Project and to assist in the negotiation of terms of the DDA. Upon the Agency's request, prior to executing the DDA, the Master Developer shall provide financing commitments to the Agency evidencing the availability of financing to pay the Master Developer's projected costs. Such reports may include cost budget, as well as an operating income and expense estimate. The City has applied to the County of Alameda for $500,000 in HOME Investment Partnership Program funding for the Model Mixed Use Project. If the County awards the requested HOME funds to the City, or such other amount as may be awarded to the City by the County for the Model Mixed Use Project, the City will then allocate such funds toward predevelopment and demolition costs for the Model Mixed Use Project contingent upon the City and Master Developer's successful negotiation of a DDA and the Master Developer's compliance will all terms and conditions imposed by the County for the award of the HOME funds, including securing NEPA clearance for the Model Mixed Use Project.

Section 2.3 Conceptual Site Plan. The Master Developer shall provide the City and the Agency with a conceptual site plan for the Model Mixed Use Projects containing, among other matters, visual depictions of the Model Mixed Use Projects and how the Master Developer intends to satisfy the provisions of this Agreement, the RP/DSP, and provide the amenities identified in Recital F.5.

Section 2.4 Schedule of Performance. The Master Developer shall provide the City and the Agency with a detailed schedule of performance for the Model Mixed Use Projects which shall include but not be limited to: a plan setting forth the proposed timelines for construction of the Model Mixed Use Projects, specifically addressing the dates for the submittal of construction plans to the City, the dates for the commencement and completion of construction of the public improvements for the Model Mixed Use Projects which are the Master Developer's obligation, the estimated dates for close of escrow on the conveyance of Sites A&B, and the dates for the commencement and completion of construction of the Model Mixed Use Projects on Sites A&B.

Section 2.5 Due Diligence. During the Negotiating Period the Master Developer shall conduct the following due diligence activities:

(a) Site Adequacy Determination. The Master Developer shall determine whether Sites A&B are suitable for development of the Model Mixed Use Projects, taking into account the geotechnical and soils conditions, the presence or absence of toxic or other hazardous materials, the zoning of the Sites, the massing of the proposed Model Mixed Use Project improvements and the other environmental and regulatory factors that the Master Developer deems relevant. If, in the Master Developer's judgment based on such investigations and analyses, the Site is not suitable for development, the Master Developer may notify the City

and the Agency in writing prior to the expiration of the Negotiating Period of its determination. Upon such timely notification by the Master Developer, this Agreement shall be terminated without further action of either party, and thereafter neither party shall have any further duties, obligations, rights, or liabilities under this Agreement, except as set forth in Section 3.4 and Section 3.5.

(b) Site Inspection. The Master Developer shall perform its due diligence investigation of the condition, nature, utilities, and other possible physical restrictions of the Site during this period.

(c) Objections to Title. The Master Developer or the Agency shall cause a Preliminary Title Report (the "Report") to be issued on the Site and delivered to the Master Developer. If the Master Developer objects to any exception appearing on the Report or should any title exception arise after the date of the Report, the Master Developer may object to such exception, provided such objection is made to the Agency in writing on or before 5 o'clock P.M. on the thirtieth (30th) day following the date of the Master Developer receives the Report or copy of the title exception arising after the date of the Report. If the Master Developer objects to any exception to title, the Agency, within fifteen (15) days of receipt of the Master Developer's objection shall notify the Master Developer in writing whether the Agency elects to (i) cause the exception to be removed of record, (ii) obtain a commitment from Title Company for an appropriate endorsement to the policy of title insurance to be issued to the Master Developer, insuring against the objectionable exception, or (iii) terminate this Agreement unless the Master Developer elects to take title subject to such exception. If either party elects to terminate this Agreement pursuant to this subsection (c), then neither party shall thereafter have any obligations to or rights against the other hereunder, except as set forth in Section 3.4 and Section 3.5. The Master Developer must approve the condition of title, in writing prior to signing the DDA. Failure to approve the conditions of title in writing shall terminate this Agreement and neither party shall have any further rights or obligations under this Agreement except as set forth in Section 3.4.

Section 2.6 Reports. The Master Developer shall provide the Agency with copies of all reports, studies, analyses, correspondence and similar documents, but excluding confidential or proprietary information, prepared or commissioned by the Master Developer with respect to this Agreement and the Model Mixed Use Projects, promptly upon their completion. The Agency shall provide the Master Developer with copies of all reports, studies, analyses, correspondence and similar documents (collectively, "documents") prepared or commissioned by the Agency with respect to this Agreement and the Model Mixed Use Projects, promptly following execution of this Agreement with respect to documents then in its possession or under its reasonable control, and promptly upon their completion with respect to any subsequently prepared documents.

Section 2.7 Disclosures. The Master Developer is required to make full disclosure to the Agency of its principals, officers, stockholders, partners, joint ventures, employees, other associates and all other pertinent information concerning the Master Developer and its associates after a DDA is drafted. The Master Developer shall also make full disclosure to the Agency of the methods of financing to be used in purchasing and developing the Site. The Master Developer's partners, joint venturers, development manager, architect, consultants, and site/design professionals are subject to the approval of the Agency. The Agency also reserves the right to approve any assignment of Master Developer's interests during the negotiation and implementation of this Agreement or the DDA.

While desiring to preserve its rights with respect to treatment of certain information on a confidential or proprietary basis, the Master Developer acknowledges that the Agency will need sufficient, detailed information about the proposed Model Mixed Use Projects (including, without limitation the financial information described in Section 2.2) to make informed decisions about the content and approval of the DDA. The Agency will work with the Master Developer to maintain the confidentiality of proprietary information subject to the requirements imposed on the Agency by the Public Records Act (Government Code Section 6250et seq.). The Master Developer acknowledges that the Agency may share information provided by the Master Developer of a financial and potential proprietary nature with third party consultants, Livermore City Council, and Agency Board members as part of the negotiation and decision making process. If this Agreement is terminated without the execution of an DDA, the City and the Agency shall return to the Master Developer any information submitted by the Master Developer under this Agreement.

Section 2.8 Environmental Review. An environmental impact report has been prepared as the environmental document for the adoption of the General Plan and Downtown Specific Plan (the "Plan EIR"). The Plan EIR was prepared as a "program" EIR pursuant to California Environmental Quality Act ("CEQA"). However, the Agency reserves the right to require further additional environmental review should the scope of the Proposal change during the course of negotiation of the DDA.

Section 2.9 Progress Reports. From time to time as reasonably agreed upon by the parties, each party shall make oral or written progress reports advising the other party on studies being made and matters being evaluated by the reporting party with respect to this Agreement and the Model Mixed Use Projects.

ARTICLE 3.
GENERAL PROVISIONS

Section 3.1 Limitation on Effect of Agreement. This Agreement shall not obligate the Agency or the Master Developer to enter into a DDA or to enter into any particular DDA. By execution of this Agreement, the Agency is not committing itself to or agreeing to undertake acquisition, disposition, or exercise of control over any property. Execution of this Agreement by the Agency is merely an agreement to conduct

a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent Agency Board and City Council action the final discretion and approval regarding the execution of a DDA and all proceedings and decisions in connection therewith. Any DDA resulting from negotiations pursuant to this Agreement shall become effective only if and after such DDA has been considered and approved by the Agency Board and, if required by law, the City Council of the City of Livermore, following conduct of all legally required procedures.

Section 3.2 Notices. Formal notices, demands and communications between the Agency and the Master Developer shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

Agency:	Redevelopment Agency of the City of Livermore 1052 S. Livermore Ave. Livermore, CA 94550 Attention: Community Development Director
Master Developer:	Eden Housing, Inc. 22645 Grand Street Hayward, CA 94541 Attention: Linda Mandolini, ExecutiveDirector

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 3.3 Right of Entry. During the Negotiating Period, the Agency grants to the Master Developer and the Master Developer's agents the right to enter upon the Sites for the exclusive purpose of conducting studies and investigations that will assist the Master Developer in performing its due diligence obligations hereunder. Such entry shall be made only during regular business hours and upon not less than two business days' advance telephonic or written facsimile notice to the Assistant Community Development Director for the City of Livermore.

Prior to exercise of the right of entry, the Master Developer shall provide the Agency with satisfactory evidence, in the form of a certificate of insurance, that the Master Developer's agents who obtain access to the Site are insured under comprehensive general liability and automobile liability insurance policy or policies terminable only after thirty (30) days' advance written notice to the Agency, each policy to be in an amount of not less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage. Each insurance policy shall name the

City and the Agency as an additional insured and shall contain a waiver of any right of subrogation against the City and the Agency.

The Master Developer shall indemnify and defend the City, the Agency, and their respective board or council members, officers, employees, agents, and designated volunteers (collectively the "Indemnified Parties") against, and hold the Indemnified Parties and the Sites harmless from and against, any and all costs, expenses (including, without limitation, attorneys' fees), damages, claims, liabilities, liens (including, without limitation, mechanics liens) encumbrances and charges arising out of or in any way related to any entry by the Master Developer or its agents upon the Site, but only to the extent such matters do not arise from the gross negligence or willful misconduct of the Agency or other Indemnified Party. The foregoing obligation of the Master Developer shall survive the expiration of this Agreement.

Section 3.4 Costs and Expenses. Each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement, and the performance of each party's obligations under this Agreement.

Section 3.5 No Commissions. Each party represents to the other that is has not retained the services of any broker, agent or finder with respect to the Sites or in connection with any matters relating to this transaction of the subject discussions, and agrees to hold the other party harmless from and against any claim for commission, fee, or other remuneration by any broker, agent, or finder under any claimed retainer for services with respect thereto. The Agency shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement or any DDA that may result from this Agreement, unless the Agency retains a broker, agent or finder.

Section 3.6 Defaults and Remedies.

(a) Default. Failure by either party to negotiate in good faith as provided in this Agreement shall constitute an event of default hereunder. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured ten (10) days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subsection (b).

(b) Remedies. In the event of an uncured default by the Agency, the Master Developer's sole remedy shall be to terminate this Agreement. Following such termination, neither party shall have any further right, remedy or obligation under this Agreement; provided, however, that the Master Developer's indemnification obligation pursuant to Section 3.3 shall survive such termination.

In the event of an uncured default by the Master Developer, the Agency's sole remedy shall be to terminate this Agreement. Following such termination, neither party shall have any right, remedy or obligation under this Agreement; provided, however, that

the Master Developer's indemnification obligation pursuant to Section 3.3 shall survive such termination.

Except as expressly provided above, neither party shall have any liability to the other for damages or otherwise for any default, nor shall either party have any other claims with respect to performance under this Agreement. Each party specifically waives and releases any such rights or claims they may otherwise have at law or in equity. The parties agree that, based upon the circumstances now existing, both known and unknown, it would be impractical or extremely difficult to establish the damages to the non-defaulting party by reason of a default by the defaulting party.

Section 3.7 Attorneys' Fees. The prevailing party in any action to enforce this Agreement shall be entitled to recover attorneys' fees and costs from the other party.

Section 3.8 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of the Agreement.

Section 3.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 3.10 Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matters of this Agreement.

Section 3.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date first above written.

Dated:

MASTER DEVELOPER:

EDEN HOUSING, INC.
a California nonprofit public benefit corporation

By: _____
Linda Mandolini
Its: _____
Executive Director

Dated: July 26, 2010

AGENCY:

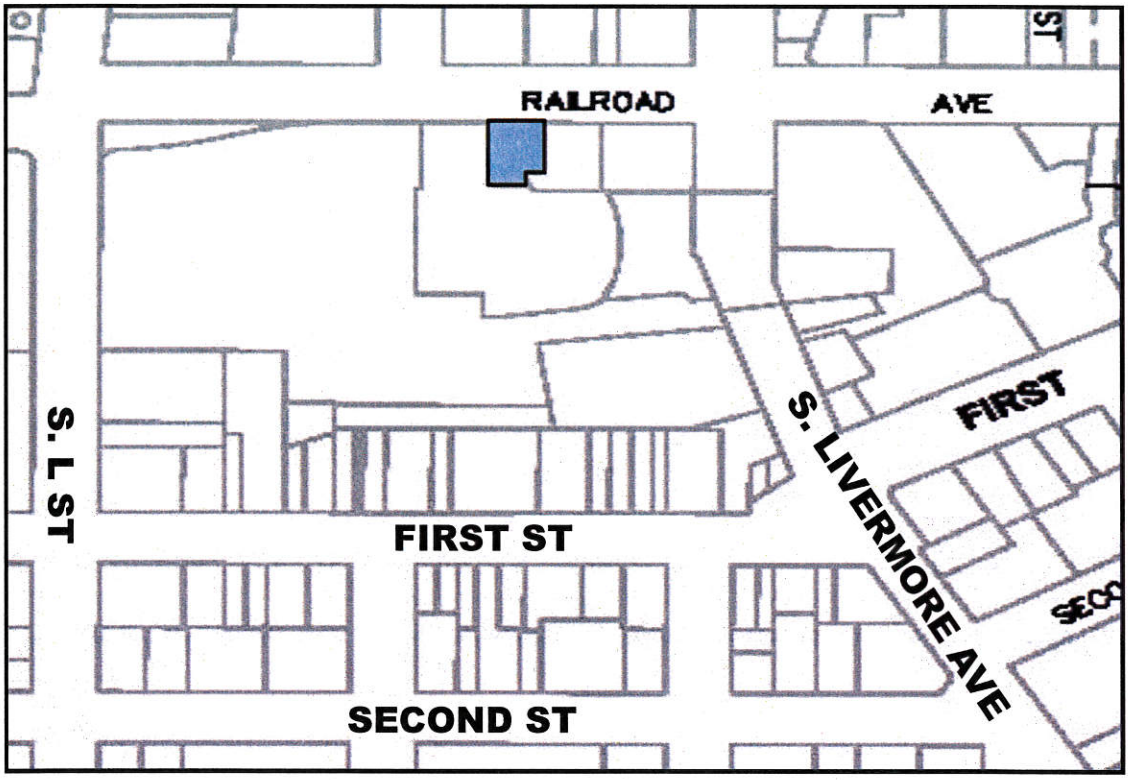
REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
a body corporate and politic

By: Linda Barton
Linda Barton
Executive Director

APPROVED AS TO FORM:

By: _____
General Counsel, Assistant

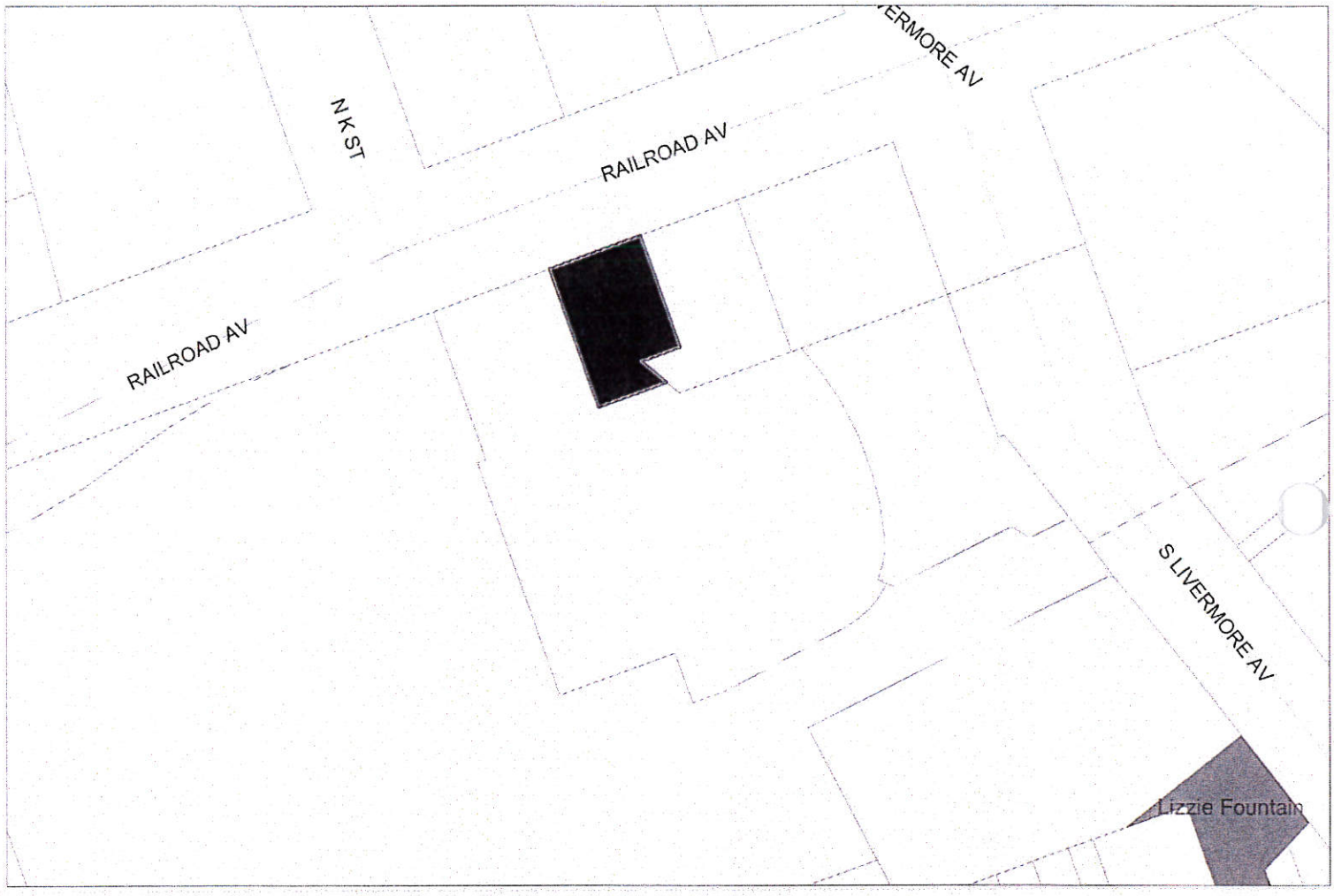
EXHIBIT A.3



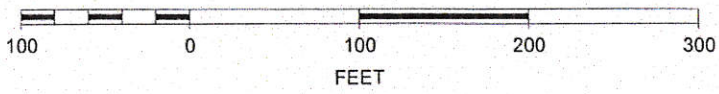
2121 Railroad Avenue
(former Harris parcel)
APN: 098-0289-020-00

City of Livermore, CA APN: 098-0289-020-00 ADDRESS: 2121 Railroad Avenue

(Property was APN: 098-0289-002-02 at time acquired)
(Parcel Map 9926 created current parcel)



SCALE 1 : 1,300



RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089519 03/23/2011 04:14 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

7 PGS

cc: HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 098-0289-002-02

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a Public Body Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as Redevelopment Agency of the City of Livermore, a public body, corporate and politic

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERE OF, SUBJECT TO THE COVENANTS AND RESTRICTIONS IN EXHIBIT "B" ATTACHED HERETO.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared
_____

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

_____

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

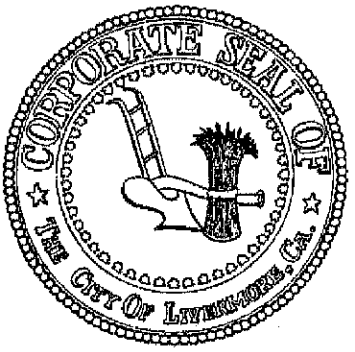
}
STATE OF CALIFORNIA } SS.
COUNTY OF ALAMEDA }

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

EXHIBIT "A"

the following described property in the City of **Livermore**, County of **Alameda**, State of **California**:

BEGINNING AT A POINT ON THE SOUTHEASTERN LINE OF RAILROAD AVENUE, DISTANT THEREON SOUTH 69° 30' WEST 180 FEET FROM THE SOUTHWESTERN LINE OF LIVERMORE AVENUE; RUNNING THENCE, PARALLEL WITH SAID LINE OF LIVERMORE AVENUE, SOUTH 20° 30' EAST 78 FEET; THENCE PARALLEL WITH SAID LINE OF RAILROAD AVENUE SOUTH 69° 30' WEST 25.24 FEET, MORE OR LESS, TO THE SOUTHWESTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED OF GIFT BY GEORGE E. HOLT TO MARIAN E. LAMBERT, ET AL, DATED JUNE 12, 1945, RECORDED JUNE 23, 1945 IN BOOK 4698 OF OFFICIAL RECORDS OF ALAMEDA COUNTY , PAGE 307 (RECORDER'S SERIES SS/39729); THENCE ALONG THE LAST MENTIONED LINE NORTHWESTERLY 89.93 FEET, MORE OR LESS, TO SAID LINE OF RAILROAD AVENUE; THENCE ALONG THE LAST MENTIONED LINE NORTH 69° 30' EAST, 70 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 098-0289-002-02

EXHIBIT "B"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 098-0289-002-02) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

RECORDING REQUESTED BY:
AND

WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

2011183584 06/28/2011 03:32 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

7 PGS

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned grantor(s) declare(s):
CITY TRANSFER TAX $0.00 Government Agency acquiring title
DOCUMENTARY TRANSFER TAX $ Rev & Tax Code §11922
SURVEY MONUMENT FEE $0.00
Computed on the consideration or value or property conveyed; OR computed on the consideration or value less liens or encumbrances remaining a t time of sale.

APN: 098—289-002-02

No Fee for recording pursuant to Government Code §§ 27383 and 6103

GRANT DEED

(Grant Deed recorded in error on 3/23/11 under Series # 2011089519, Alameda County Recorder)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF LIVERMORE, a Municipal Corporation

hereby GRANTS (S) to

Redevelopment Agency of the City of Livermore, a public body corporate and politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as Redevelopment Agency of the City of Livermore, a body corporate and governmental.

the following described real property in the City of Livermore, County of Alameda, State of California:

See Exhibit "A" attached hereto and made a part here of, subject to the covenants and restrictions in Exhibit "B" attached hereto.

Dated: June 27, 2011

Signed this 27 day of June, 2011

Grantor Signature(s)

Linda Barton

Linda Barton, City Manager
City of Livermore

City Clerk's Office
JUL 14 2011
City of Livermore

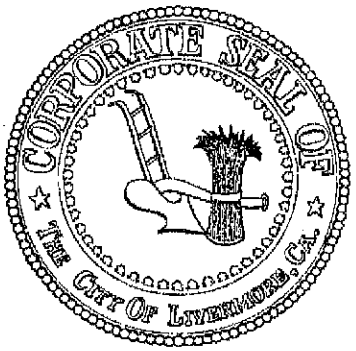
STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On June 27, 2011 before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, City Manager, 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 Susan Neer

EXHIBIT "A"

the following described property in the City of **Livermore**, County of **Alameda**, State of **California**:

BEGINNING AT A POINT ON THE SOUTHEASTERN LINE OF RAILROAD AVENUE, DISTANT THEREON SOUTH 69° 30' WEST 180 FEET FROM THE SOUTHWESTERN LINE OF LIVERMORE AVENUE; RUNNING THENCE, PARALLEL WITH SAID LINE OF LIVERMORE AVENUE, SOUTH 20° 30' EAST 78 FEET; THENCE PARALLEL WITH SAID LINE OF RAILROAD AVENUE SOUTH 69° 30' WEST 25.24 FEET, MORE OR LESS, TO THE SOUTHWESTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED OF GIFT BY GEORGE E. HOLT TO MARIAN E. LAMBERT, ET AL, DATED JUNE 12, 1945, RECORDED JUNE 23, 1945 IN BOOK 4698 OF OFFICIAL RECORDS OF ALAMEDA COUNTY , PAGE 307 (RECORDER'S SERIES SS/39729); THENCE ALONG THE LAST MENTIONED LINE NORTHWESTERLY 89.93 FEET, MORE OR LESS, TO SAID LINE OF RAILROAD AVENUE; THENCE ALONG THE LAST MENTIONED LINE NORTH 69° 30' EAST, 70 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 098-0289-002-02

EXHIBIT "B"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated June 27, 2011, from the City of Livermore, a Municipal Corporation, (APN 098-0289-002-02) to the Redevelopment Agency of the City of Livermore, is hereby accepted by the undersigned Secretary on behalf of the Redevelopment Agency of the City of Livermore pursuant to authority conferred by Resolution No. RA-3-89 of the Redevelopment Agency of the City of Livermore adopted on January 23, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: June 27, 2011

Susan Neer

Susan Neer, Agency Secretary
Redevelopment Agency of
the City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

RECORDING REQUESTED BY:
AND

WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

2011183586 06/28/2011 03:32 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

6 PGS

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned grantor(s) declare(s):
CITY TRANSFER TAX $0.00 Government Agency Acquiring title
DOCUMENTARY TRANSFER TAX $ Rev & Tax Code §11922
SURVEY MONUMENT FEE $0.00
Computed on the consideration or value or property conveyed; OR computed on the consideration or value less liens or encumbrances remaining a t time of sale.

APN: 098-289-020

No Fee for recording pursuant to Government Code §§ 27383 and 6103

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a public body corporate and politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as Redevelopment Agency of the City of Livermore, a body corporate and governmental.

hereby remises, release and quitclaims to

CITY OF LIVERMORE, a Municipal Corporation

the following described real property in the City of Livermore, County of Alameda, State of California, as described as:

Parcel 3 of Parcel Map 9926, filed February 23, 2010 in Book 315 of Maps at pages 41 & 42, inclusive, recorders series 2010048358 Alameda County Records.

Subject to the covenants and restruictions in Exhibit "A" attached hereto.

Signed this 27 day of June, 2011

Grantor Signature(s)

Dated June 27, 2011

Linda Barton

Linda Barton, City Manager
Redevelopment Agency of the City of Livermore

City Clerk's Office
JUL 14 2011
City of Livermore

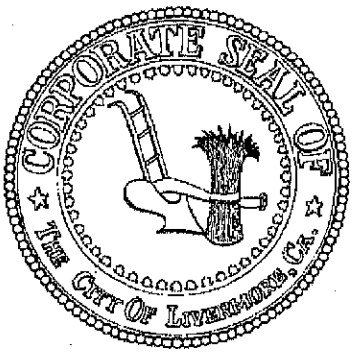
}
STATE OF CALIFORNIA } SS.
COUNTY OF ALAMEDA }

On June 27, 2011 before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, City Manager, 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 Susan Neer

EXHIBIT "A "

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, (APN 098-289-020), dated June 27, 2011, from the Redevelopment Agency of the City of Livermore, a public body corporate and politic, to the City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City Council pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: June 27, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

PARCEL MAP 9926

A SUBDIVISION OF PARCEL ONE AND PARCEL TWO DESCRIBED IN THE GRANT DEED RECORDED NOVEMBER 10, 2008, INSTRUMENT NO. 2008-327044 AND THAT CERTAIN PARCEL OF LAND DESCRIBED IN GRANT DEED RECORDED MAY 13, 2009, INSTRUMENT NO. 2009-152076, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA.

CITY OF LIVERMORE – ALAMEDA COUNTY – CALIFORNIA

SCALE 1" = [redacted] 60' SEPTEMBER 2009

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
1233 Quarry Lane, Suite 145 Phone (925) 249-8555
Pleasanton, California 94566 Fax (925) 249-6563

OWNER'S STATEMENT

THE UNDERSIGNED, HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED "PARCEL MAP 9926, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF TWO (2) SHEETS, THIS STATEMENT BEING ON SHEET ONE THEREOF, THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DO CONSENT TO THE MAKING AND FILING OF SAID MAP.

AND THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER AN EASEMENT FOR PUBLIC ACCESS FOR THE INGRESS AND EGRESS OF PEDESTRIANS ALONG WITH THE RIGHT TO CONSTRUCT AND MAINTAIN FACILITIES FOR PEDESTRIAN ACCESS ACROSS AND OVER PARCEL 2 AND THOSE STRIPS OF LAND SHOWN HEREON AS "PUBLIC ACCESS EASEMENT (P.A.E.)".

THIS MAP SHOWS OR NOTES ALL EASEMENTS EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREON EMBODIED MAP.

OWNER: REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, A PUBLIC BODY CORPORATE AND POLITIC

BY Linda Barton

PRINT NAME Linda Barton

TITLE Executive Director

OWNER'S ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS
COUNTY OF ALAMEDA)

ON November 23 2009, BEFORE ME, Roberta A. Mathews (HERE INSERT NAME OF THE OFFICER), A Notary Public (HERE INSERT TITLE OF THE OFFICER)

PERSONALLY APPEARED Linda Barton,

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 BY HIS/HER/THEIR SIGNATURES 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

SIGNATURE: Roberta A. Mathews

PRINTED NAME: Roberta A Mathews

COMMISSION NUMBER: 1816775

COMMISSION EXPIRES: October 25, 2012

PRINCIPAL PLACE OF BUSINESS: Alameda COUNTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE IN AUGUST 2009.

I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN IN ACCORDANCE WITH THE SATISFACTORY ASSURANCE GIVEN BY THE SUBDIVIDER ON OR BEFORE MARCH 2010, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I FURTHER STATE THAT "PARCEL MAP 9926, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA" IS A SUBDIVISION INTO LOTS OR PARCELS OF LAND CONTAINING 5.5657 ACRES MORE OR LESS.

Timothy Kelly
TIMOTHY KELLY, L.S. 7089
LICENSE EXPIRATION DATE: 12/31/10

LICENSED LAND SURVEYOR
TIMOTHY KELLY
Exp. 12-31-2010
No. 7089
STATE OF CALIFORNIA

9/17/09
DATE

CITY ENGINEER'S STATEMENT:

I, CHERI RENE SHEETS, CITY ENGINEER OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 9926, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. THIS MAP WAS PROCESSED UNDER THE PARCEL MAP WAIVER PROCEDURE.

Cheri R Sheets
CHERI RENE SHEETS, R.C.E. 38751
REGISTRATION EXPIRATION DATE: 03/31/11
CITY ENGINEER, CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
CHERI R. SHEETS
No. 38751
Exp. 3/11
CIVIL
STATE OF CALIFORNIA

11/12/09
DATE

I, LAWRENCE K. SAMPSON, A LICENSED LAND SURVEYOR FOR THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 9926, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Lawrence K Sampson
LAWRENCE K. SAMPSON, L.S. 4238
LICENSE EXPIRATION DATE: 06/30/10

LICENSED LAND SURVEYOR
LAWRENCE K. SAMPSON
Exp. 6/30/10
4238
STATE OF CALIFORNIA

9/18/09
DATE

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

PARCEL MAP 9926 CONFORMS WITH THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND WAS PROCESSED IN ACCORDANCE WITH THE SUBDIVISION MAP ACT SECTION 66428(b).

Marc Roberts
MARC ROBERTS
DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

CITY CLERK'S STATEMENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF ALAMEDA)

ON THIS 19 DAY OF November, 2009, BEFORE ME, SUSAN M. GIBBS, CITY CLERK, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, PERSONALLY APPEARED MARC ROBERTS, PERSONALLY KNOWN TO ME TO BE THE DIRECTOR OF COMMUNITY DEVELOPMENT OF THE CITY OF LIVERMORE, AND IS THE PERSON AUTHORIZED BY THE CITY OF LIVERMORE MUNICIPAL CODE TO APPROVE THIS PARCEL MAP WAIVER.

I FURTHER CERTIFY THAT, THE INTEREST IN ALL THOSE PARCELS OF LANDS, EASEMENTS AND OTHER LEGAL INTERESTS IN LAND OFFERED FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER, IS HEREBY ACCEPTED BY THE UNDERSIGNED CITY CLERK ON BEHALF OF THE CITY COUNCIL PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION NO. 1-65 OF THE CITY COUNCIL ADOPTED ON JANUARY 4, 1965.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 19 DAY OF November, 2009.

Susan M Gibbs
SUSAN M. GIBBS,
CITY CLERK AND CLERK OF THE CITY COUNCIL
CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISOR'S STATEMENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF ALAMEDA)

I, CRYSTAL HISHIDA-GRAFF, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY STATE, AS CHECKED BELOW THAT:

[ ] AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF THE SAID COUNTY AND STATE IN THE AMOUNT OF $_____, CONDITIONED FOR THE PAYMENT OF ALL THE TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE, AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

[ ] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID, AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

[√] EXEMPT

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 18th DAY OF February 2010

CRYSTAL HISHIDA-GRAFF
CLERK OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: Dawn Ka. Jones
DEPUTY COUNTY CLERK

BOARD OF SUPERVISORS
ALAMEDA COUNTY, CAL.

COUNTY RECORDER'S STATEMENT:

FILED THIS 23rd DAY OF February, 2010, AT 11:17 A M., IN BOOK 315 OF MAPS, AT PAGES 41-42, INCLUSIVE, RECORDER'S SERIES NO. 2010048359, AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: $17.00 PAID

PATRICK O'CONNELL
COUNTY RECORDER IN AND FOR THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

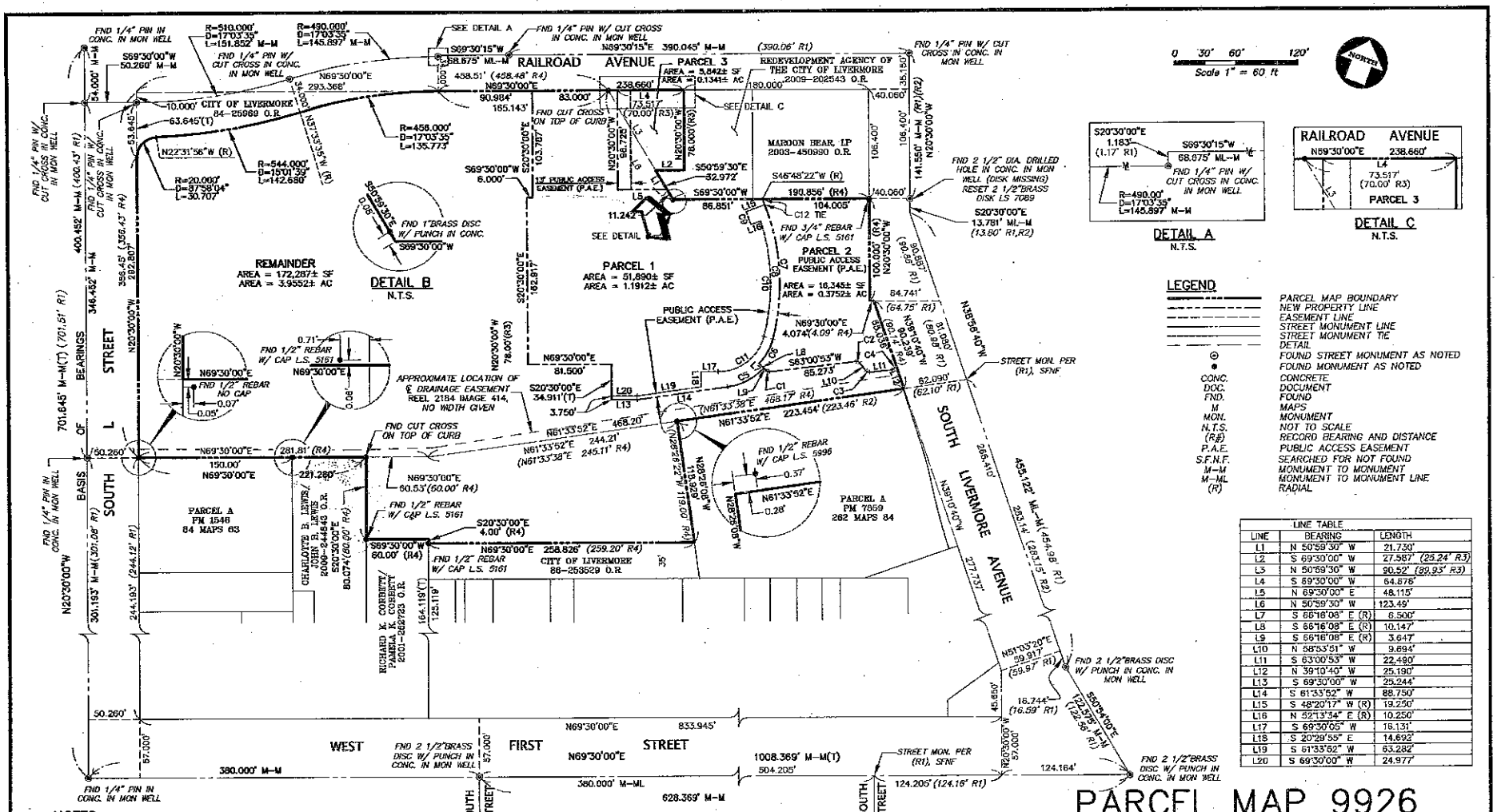
BY: F Davis
DEPUTY COUNTY RECORDER

JOB NO.: A07659-3

134287

SHEET 1 OF 2 SHEETS

Z:\2007\A07659-3\survey\A07659-3 PM.dwg 9/17/2009 9:34:29 AM PDT



DETAIL A
N.T.S.

DETAIL C
N.T.S.

LEGEND

	PARCEL MAP BOUNDARY
	NEW PROPERTY LINE
	EASEMENT LINE
	STREET MONUMENT LINE
	STREET MONUMENT TIE
	DETAIL
⊕	FOUND STREET MONUMENT AS NOTED
●	FOUND MONUMENT AS NOTED
CONC.	CONCRETE
DOC.	DOCUMENT
FND.	FOUND
M	MAPS
MON.	MONUMENT
N.T.S.	NOT TO SCALE
(R#)	RECORD BEARING AND DISTANCE
P.A.E.	PUBLIC ACCESS EASEMENT
S.F.N.F.	SEARCHED FOR NOT FOUND
M-M	MONUMENT TO MONUMENT
M-ML	MONUMENT TO MONUMENT LINE
(R)	RADIAL

LINE TABLE

LINE	BEARING	LENGTH
L1	N 50°59'30" W	21.730'
L2	S 69°30'00" W	27.587' (25.24' R3)
L3	N 50°59'30" W	90.52' (89.93' R3)
L4	S 69°30'00" W	64.876'
L5	N 69°30'00" E	48.115'
L6	N 50°59'30" W	123.49'
L7	S 66°16'08" E (R)	6.500'
L8	S 66°16'08" E (R)	10.147'
L9	S 66°16'08" E (R)	3.647'
L10	N 56°53'51" W	9.694'
L11	S 63°00'53" W	22.490'
L12	N 39°10'40" W	25.190'
L13	S 69°30'00" W	25.244'
L14	S 61°33'52" W	88.750'
L15	S 48°20'17" W (R)	19.250'
L16	N 52°13'34" E (R)	10.250'
L17	S 69°30'05" W	16.131'
L18	S 20°29'55" E	14.693'
L19	S 61°33'52" W	63.282'
L20	S 69°30'00" W	24.977'

NOTES

1. ALL DISTANCES SHOWN ARE GROUND AND DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.
2. ENCUMBRANCES NOT PLOTTABLE:

   A.) EASEMENT FOR DRAINAGE PIPELINE AND INCIDENTAL PURPOSES IN FAVOR OF CITY OF LIVERMORE, RECORDED MAY 20, 1968, AS REEL 2184 IMAGE 414, SERIAL NUMBER 8A54825, OFFICIAL RECORDS ALAMEDA COUNTY RECORDS.

   B.) NONEXCLUSIVE EASEMENT FOR A TERM OF 52 YEARS FOR ROADWAYS, WALKWAYS, INGRESS AND EGRESS OVER AND UPON SUCH AREAS AS MAY BE DEVELOPED FROM TIME TO TIME FOR SUCH PURPOSES IN FAVOR OF "PARCEL D" (APN 097-0001-030) AND "PARCEL C" (APN 097-0001-031) RECORDED MAY 18, 1979, SERIAL NUMBER 79-095080, OFFICIAL RECORDS.

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	3.000'	50°42'59"	2.656'
C2	4.000'	58°05'16"	4.055'
C3	4.000'	58°05'16"	4.055'
C4	4.000'	102°11'33"	7.134'
C5	61.000'	37°50'00"	40.279'
C6	54.500'	29°14'20"	27.812'
C7	212.000'	37°41'10"	139.442'
C8	212.000'	36°09'15"	133.774'
C9	192.750'	3°53'17"	13.080'
C10	203.000'	32°15'58"	114.319'
C11	48.500'	76°11'22"	60.504'
C12	212.000'	1°31'55"	5.868'

BASIS OF BEARINGS

THE BEARING OF N 20°30'00" W BETWEEN FOUND MONUMENTS ON SOUTH L STREET AS SHOWN ON CITY OF LIVERMORE MONUMENT MAPS WAS TAKEN AS THE BASIS OF ALL BEARINGS SHOWN HEREON.

MAP REFERENCES

(R1) CITY OF LIVERMORE MONUMENT MAPS
(R2) PARCEL MAP 7859, BOOK 262 OF MAPS PAGE 84
(R3) GRANT DEED, INSTRUMENT NUMBER 2009-152076
(R4) GRANT DEED, INSTRUMENT NUMBER 2008-327044
ALL RECORDS OF ALAMEDA COUNTY, CALIFORNIA

PARCEL MAP 9926

A SUBDIVISION OF PARCEL ONE AND PARCEL TWO DESCRIBED IN THE GRANT DEED RECORDED NOVEMBER 10, 2008, INSTRUMENT NO. 2008-327044 AND THAT CERTAIN PARCEL OF LAND DESCRIBED IN GRANT DEED RECORDED MAY 13, 2009, INSTRUMENT NO. 2009-152076, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA.

CITY OF LIVERMORE – ALAMEDA COUNTY – CALIFORNIA

SCALE 1" = 60' SEPTEMBER 2009

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
1233 Quarry Lane, Suite 145 Phone (925) 249-6555
Pleasanton, California 94566 Fax (925) 249-6593

JOB: NO. A07659-3

SHEET 2 OF 2 SHEETS

134288 - 134289

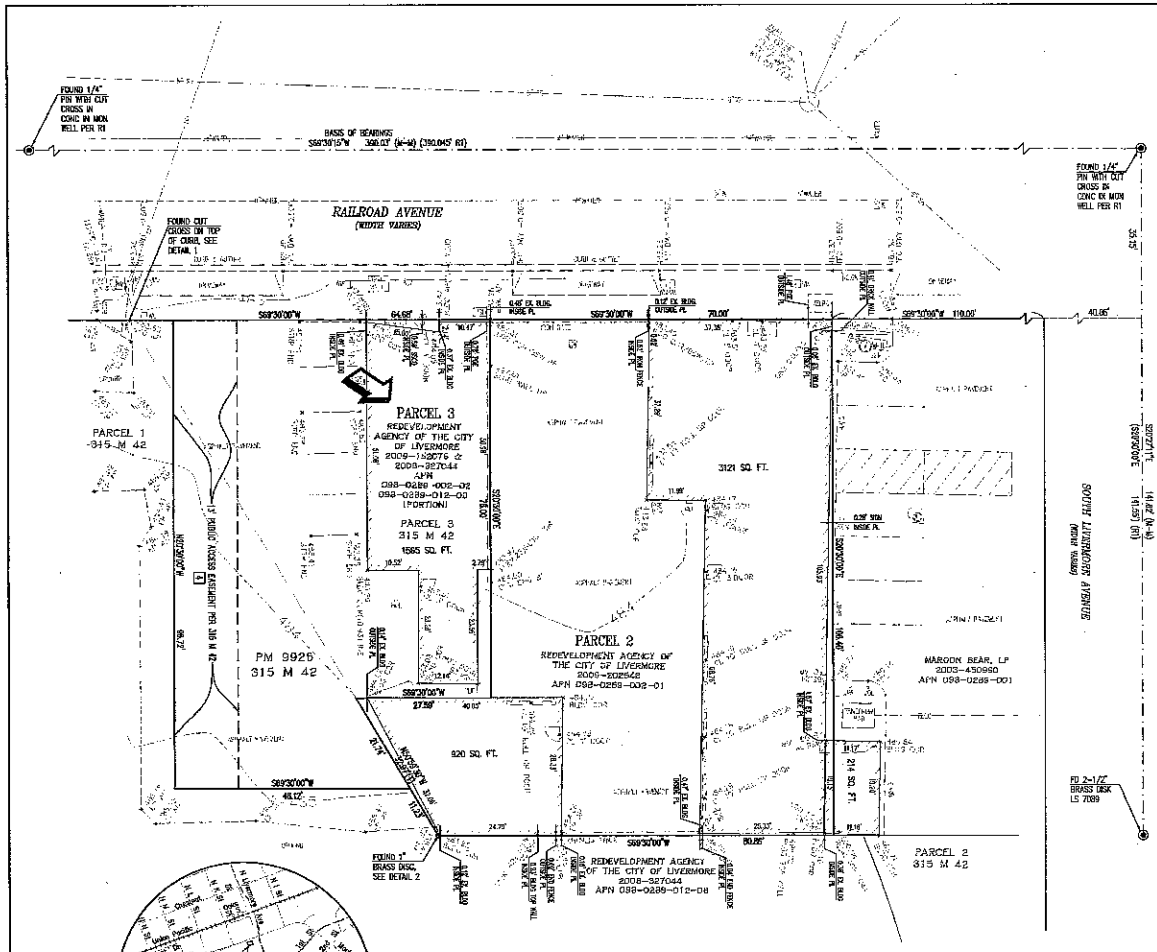
Z:\2007\A07659-3\survey\A07659-3 PM.dwg 9/17/2009 9:39:06 AM PDT

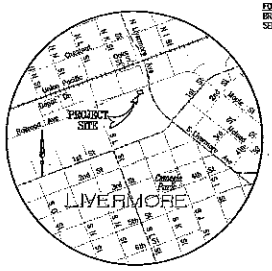
LEGAL DESCRIPTION
2121 Railroad Avenue

Real property in the City of Livermore, County of Alameda, State of California, described as follows:

Parcel 3 of Parcel Map 9926, filed February 23, 2010 in Book 315 of Maps, at pages 41-42, Alameda County Records.

Assessor's Parcel No. 098-0289-020-00



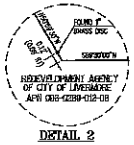


VICINITY MAP

NOT TO SCALE

DETAIL 1

NOT TO SCALE



DETAIL 2

NOT TO SCALE

NORTH

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

LEGEND

SYMBOLS	DESCRIPTION	SYMBOLS	DESCRIPTION
	BOUNDARY – SUBJECT PROPERTY	DWY	DRIVEWAY
	RIGHT-OF-WAY LINE	EC	END CURVE
	INTERIOR PROPERTY LINE	EX	EXISTING
	ADJOINERS PROPERTY LINE	EP	EDGE OF PAVEMENT
	MONUMENT LINE	FL	FLOW LINE
	CENTERLINE	GB	GRADE BREAK
	BUILDING LINE	GND	GROUND
	LIP GUTTER	HC	HANDICAP SIGN
	CURB LINE	METER	METER
	FOUND MONUMENT AS NOTED	TOC	TOP FACE OF CURB
WV	WATER VALVE	TP	TOP OF PAVEMENT
WM	WATER METER	TRANSFORMER PAD	TRANSFORMER PAD
SCO	SANITARY SEWER CLEANOUT	TW	TREE WELL
SMH	SANITARY SEWER MANHOLE	STRIPE	STRIPE
PG&E	PACIFIC GAS AND ELECTRIC	RET	RETURN
JP	JOINT POLE	CL	CENTERLINE
BOL	BOLLARD	HP	HIGH POINT
CATV	TELEVISION CABLE BOX	FW	FACE OF WALL
TPB	TELEPHONE PULL BOX	WL	WATER LINE
GV	GAS VALVE	SL	SEWER LINE
	SIGN	EL	ELECTRIC LINE
SL	STREET LIGHT	GL	GAS LINE
SLPB	STREET LIGHT PULL BOX	CLF	CHAIN LINK FENCE (CLF)
AC	ASPHALT CONCRETE	IF	IRON FENCE
AP	ANGLE POINT		CONTOUR LINE
CONC	CONCRETE	(M-M)	MONUMENT TO MONUMENT
BOFW	BACK OF FACE OF WALL	(M-INT)	MONUMENT TO INTERSECTION
BFP	BACK FLOW PREVENTOR	PL	PROPERTY LINE
BLDG	BUILDING	(T)	TOTAL
BEGIN	BEGIN	A.P.N.	ASSESSOR PARCEL NUMBER
BRICK	BRICK	SQ. FT.	SQUARE FOOT
BOW	BACK OF SIDEWALK		

NOTES

1. EASEMENTS AND/OR RIGHTS OF WAY ARE SHOWN HEREON PER THE PTR. OTHER EASEMENTS AND/OR RIGHTS OF WAY OF RECORD, IF ANY, ARE NOT SHOWN HEREON.
2. PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 03420 MAP NUMBER 06001C0342G DATED AUGUST 3, 2009. THE PROPERTIES IS WITHIN "ZONE X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
3. THE STREET ADDRESS OF THE SUBJECT PROPERTY IS 2121 AND 2139 RAILROAD AVENUE, LIVERMORE, CALIFORNIA.
4. THE GROSS LAND AREA OF PARCEL TWO IS 7994 SQUARE FEET, OR .183 ACRES, MORE OR LESS. THE GROSS LAND AREA OF PARCEL THREE IS 5842 SQUARE FEET, OR 0.134 ACRES, MORE OR LESS. TOTAL LAND AREA IS 13,836 SQUARE FEET, OR 0.317 ACRES.
5. DATE OF FIELD SURVEY: FEBRUARY 1, 2011 THROUGH FEBRUARY 5, 2011 AS TO THE BOUNDARY AND TOPOGRAPHIC SURVEYS OF THE SUBJECT PROPERTY.
6. THERE ARE 6 PARKING SPACES LOCATED ON THE PROPERTY.
7. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
8. THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
9. UTILITY JURISDICTIONS / PROVIDERS ARE AS FOLLOWS:

STORM DRAINS:	CITY OF LIVERMORE
SANITARY SEWER:	CITY OF LIVERMORE
WATER:	CITY OF LIVERMORE
ELECTRICITY:	PACIFIC GAS & ELECTRIC CO.
NATURAL GAS:	PACIFIC GAS & ELECTRIC CO.
TELEPHONE:	AT&T

ZONING / SETBACK REQUIREMENTS

PER THE CITY OF LIVERMORE ZONING MAP, THE PROPERTY IS LOCATED IN THE DOWNTOWN SPECIFIC PLAN ZONING DISTRICT, DOWNTOWN CORE PLAN AREA.

REFERENCE IS MADE HERE TO THE CITY OF LIVERMORE, DOWNTOWN SPECIFIC PLAN, CHAPTER 5 "DEVELOPMENT STANDARDS", AS TO THE PARTICULARS REGARDING DEVELOPMENT REQUIREMENTS / RIGHTS AND USES, BUILDING HEIGHT LIMITATION, BUILDING SETBACK REQUIREMENTS, ET. AL. FOR THE DOWNTOWN CORE AREA

THE ZONING REQUIREMENTS ARE SUMMARIZED BELOW:

FRONT SETBACK (RESIDENTIAL):	MINIMUM = 0', MAXIMUM = 20'
SIDE SETBACK:	MINIMUM = 0', MAXIMUM = 10'
REAR SETBACK:	NO REQUIREMENTS
MINIMUM HEIGHT ALLOWED:	20'
MAXIMUM HEIGHT ALLOWED:	45'

BENCHMARK

FOUND CITY OF LIVERMORE MONUMENT PIN AT THE INTERSECTION OF RAILROAD AVENUE AND "L" STREET, ELEVATION = 480.097 FEET, CITY OF LIVERMORE 2K DATUM.

BASIS OF BEARING

BASIS OF BEARINGS TAKEN AS NORTH S89°30'15" EAST BETWEEN THE FOUND CITY MONUMENTS ALONG RAILROAD AVENUE AS SHOWN ON PARCEL MAP 9326 (315 PM 41), ALAMEDA COUNTY RECORDS.

RECORD REFERENCES

R1) PARCEL MAP 9926, IN BOOK 315 OF MAPS, PAGE 42, ALAMEDA COUNTY RECORDS.

SURVEYOR'S CERTIFICATE

TO REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, EDEN HOUSING, INC., AND NORTH AMERICAN TITLE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 2, 3, 4, 5, 6, 7(A), 7(B), 8, 9, 10, 11(A), 15, 16, 17 AND 18 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

PAUL CANRAAY / P.L.S. 3272
LICENSE EXPIRES: 6/30/2012
FOR LUK & ASSOCIATES, INC.

FEBRUARY 28, 2011
DATE

TITLE REPORT

THE TITLE REPORT AS SUPPLIED BY THE CLIENT AND USED IN THIS SURVEY WAS ISSUED BY NORTH AMERICAN TITLE COMPANY, PRELIMINARY REPORT ORDER NO. S4605-1062810-11, AMENDED, EFFECTIVE DATE: DECEMBER 10, 2010 AT 7:30 A.M., REFERRED TO HEREIN AS THE "PTR".

TITLE OR INTEREST VESTED IN:

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, A PUBLIC BODY CORPORATE AND POLITIC

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, CITY OF LIVERMORE, AND IS DESCRIBED AS FOLLOWS:

PARCEL TWO:

A PORTION OF PLOTS 17 AND 18 IN THE RANCHO EL VALLE DE SAN JOSE AND PORTION OF LOT 5 OF SECTION 8 IN TOWNSHIP 3 SOUTH, RANGE 2 EAST M.D.B. AND M. BOUNDED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERN LINE OF RAILROAD AVENUE, DISTANT THEREON SOUTH 69°30' WEST 110 FEET FROM THE SOUTHWESTERN LINE OF LIVERMORE AVENUE, NOW SOUTH LIVERMORE AVENUE; RUNNING THENCE ALONG SAID LINE OF RAILROAD AVENUE SOUTH 69°30' WEST 70 FEET; THENCE PARALLEL WITH SAID LINE OF SOUTH LIVERMORE SOUTH 20°30' EAST 78 FEET; THENCE PARALLEL WITH SAID LINE OF RAILROAD AVENUE SOUTH 69°30' WEST 25.24 FEET, MORE OR LESS, TO THE SOUTHWESTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED OF GIFT BY GEORGE E. HOLT TO MARIAN E. LAMBERT, ET. AL., RECORDED JUNE 23, 1945, SERIES NO. SS/39729, BOOK 4698 OR, PAGE 207, ALAMEDA COUNTY RECORDS; THENCE ALONG THE LAST MENTIONED LINE SOUTHEASTERLY 32.26 FEET, MORE OR LESS, TO THE NORTHWESTERN LINE OF THE 100 FOOT RIGHT-OF-WAY OF THE CENTRAL PACIFIC RAILROAD COMPANY; THENCE ALONG THE LAST MENTIONED LINE NORTH 69°30' EAST 79.16 FEET TO THE EASTERN LINE OF SAID LAMBERT PARCEL OF LAND; THENCE ALONG THE LAST MENTIONED LINED NORTH 20°30' WEST 106 FEET TO THE POINT OF BEGINNING.

APN: 098-0289-08

PARCEL THREE:

PARCEL 3 OF PARCEL MAP NO. 9926, FILED FEBRUARY 23, 2010, IN BOOK 315 OF PARCEL MAP, PAGES 41 AND 42, ALAMEDA COUNTY RECORDS.

APN: 098-0289-002-02 (A PORTION)
APN: 098-0289-012-08 (A PORTION)

EXCEPTIONS (PARCEL TWO)

1. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENTS ENTITLED DISPOSITION AND DEVELOPMENT AGREEMENT (REGIONAL PERFORMING ARTS THEATER) EXECUTED BY AND BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE AND LIVERMORE VALLEY PERFORMING ARTS CENTER RECORDED MAY 21, 2009 AS INSTRUMENT NO. 2009161756 OF OFFICIAL RECORDS.

   DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED DECEMBER 28, 2009 AS INSTRUMENT NO. 2009-389845 OF OFFICIAL RECORDS (EXC. 6)

EXCEPTIONS (PARCEL THREE)

2. THE FACT THAT THE LAND LIES WITHIN THE BOUNDARIES OF THE CITY OF LIVERMORE REDEVELOPMENT PROJECT AREA, AS DISCLOSED BY VARIOUS DOCUMENTS OF RECORD (EXC. 7).
3. THE TERM AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "NOTICE OF AFFORDABILITY RESTRICTION ON TRANSFER OF PROPERTY AND DECLARATION OF COVENANTS AND RESTRICTIONS" RECORDED JANUARY 28, 2009 AS INSTRUMENT NO. 2009028632 OF OFFICIAL RECORDS (EXC. 8).
4. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY THE FILED OR RECORDED MAP REFERRED TO IN THE LEGAL DESCRIPTION, INCLUDING BUT NOT LIMITED TO:

   EASEMENTS FOR PUBLIC ACCESS AND INCIDENTAL PURPOSES AFFECTING THE WESTERLY 13 FEET OF SAID LAND (EXC. 9).
5. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DISPOSITION AND DEVELOPMENT AGREEMENT" RECORDED MAY 21, 2009 AS INSTRUMENT NO. 09-161756 OF OFFICIAL RECORDS.

   DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED DECEMBER 18, 2009 AS INSTRUMENT NO. 2009-389845 OF OFFICIAL RECORDS (EXC. 10).

A.L.T.A. / A.C.S.M.
LAND TITLE SURVEY
FOR
EDEN HOUSING

BEING A PORTION OF PLOTS 17 AND 18 IN THE RANCHO EL VALLE DE SAN JOSE AND PORTION OF LOT 5 OF SECTION 8 IN TOWNSHIP 3 SOUTH, RANGE 2 EAST AND PARCEL 3 OF PARCEL MAP NO. 9926, FILED FEBRUARY 23, 2010, IN BOOK 315 OF PARCEL MAP, PAGES 41 AND 42, ALAMEDA COUNTY RECORDS.

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

SCALE: 1" = 10' FEBRUARY 2011

PREPARED BY
LUK AND ASSOCIATES
CIVIL ENGINEER – LAND PLANNERS – LAND SURVEYORS
738 ALFRED NOBEL DRIVE
HERCULES, CALIFORNIA 94547
(510) 724-3388

SHEET 1
JOB NO.: 11008S11
PLOT DATE: FEBRUARY 28, 2011

F:\Jobs\FILE2011\11008S11\2121 and 2139 Railroad Avenue, Livermore\ALTA\ALTA-11008S11.dwg

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:
Redevelopment Agency City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550

200915206 05/13/2009 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 15.00

3 PGS

cc: Housing

Space Above This Line for Recorder's Use Only

A.P.N.: 098-0289-002-02

File No.: 0131-616989ala (DB)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX $**Exempt - R&T Code 11922 - Sale to Governmental Agency**; CITY TRANSFER TAX $;
SURVEY MONUMENT FEE $

[x] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; [x] City of **Livermore**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Michael D. Harris and Magdalena M. Harris, husband and wife**

hereby GRANTS to **Redevelopment Agency City of Livermore, a public body corporate and politic**

the following described property in the City of **Livermore**, County of **Alameda**, State of **California:**

BEGINNING AT A POINT ON THE SOUTHEASTERN LINE OF RAILROAD AVENUE, DISTANT THEREON SOUTH 69° 30' WEST 180 FEET FROM THE SOUTHWESTERN LINE OF LIVERMORE AVENUE; RUNNING THENCE, PARALLEL WITH SAID LINE OF LIVERMORE AVENUE, SOUTH 20° 30' EAST 78 FEET; THENCE PARALLEL WITH SAID LINE OF RAILROAD AVENUE SOUTH 69° 30' WEST 25.24 FEET, MORE OR LESS, TO THE SOUTHWESTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED OF GIFT BY GEORGE E. HOLT TO MARIAN E. LAMBERT, ET AL, DATED JUNE 12, 1945, RECORDED JUNE 23, 1945 IN BOOK 4698 OF OFFICIAL RECORDS OF ALAMEDA COUNTY , PAGE 307 (RECORDER'S SERIES SS/39729); THENCE ALONG THE LAST MENTIONED LINE NORTHWESTERLY 89.93 FEET, MORE OR LESS, TO SAID LINE OF RAILROAD AVENUE; THENCE ALONG THE LAST MENTIONED LINE NORTH 69° 30' EAST, 70 FEET TO THE POINT OF BEGINNING.

Mail Tax Statements To: **SAME AS ABOVE**

Date: **05/08/2009**

A.P.N.: 098-0289-002-02

File No.: 0131-616989ala (DB)

Dated: **05/08/2009**

Michael D. Harris

Magdalena M. Harris

STATE OF California)SS
COUNTY OF Alameda)

On May 11, 2009, before me, Diane E. Burton, Notary Public, personally appeared Michael D. Harris and Magdalena M. Harris, 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.

DIANE E. BURTON
COMM. #1828460
NOTARY PUBLIC • CALIFORNIA
ALAMEDA COUNTY
Comm. Exp. DEC. 27, 2012

Signature

Diane E. Burton

My Commission Expires: Dec-27, 2012

This area for official notarial seal

Notary Name: Diane E. Burton

Notary Phone: 925/738-4050

Notary Registration Number: 1828460

County of Principal Place of Business: Alameda

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, APN 098-0289-002-02 dated 5-4-2009, from Michael D. and Magdalena M. Harris, an individual, to the Redevelopment Agency of the City of Livermore, a public body corporate and politic, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: May 4, 2009

Susan Gibbs, Interim City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

09-152

COOPERATION AND REPAYMENT AGREEMENT
(2121 Railroad Avenue—Harris Property)

This Agreement is entered into as of the 13th day of April 2009, by and between the City of Livermore, a municipal corporation ("City") and the Redevelopment Agency of the City of Livermore, a body corporate and politic ("Agency") regarding the purchase of the property located at 2121 Railroad Avenue, Livermore, California ("Property").

RECITALS

A) The Amended and Restated Redevelopment Plan for the Livermore Redevelopment Project, was adopted on July 12, 1982, by Ordinance No. 1114 (Original Project Area) and thereafter amended and restated December 21, 1992, by Ordinance No. 1398 (Expansion Area); amended November 14, 1994, by Ordinance No. 1435 (Establishing and Amending Certain Time Limits – AB 1290); amended August 11, 2003, by Ordinance No. 1696 (Eliminating Certain Time Limits – SB 211); amended November 10, 2003, by Ordinance No. 1703 (Amending Certain Time Limits); and amended October 11, 2004, by Ordinance No. 1739 (Second Amendment), collectively referred to in this Agreement as the "Redevelopment Plan," affecting the Livermore Redevelopment Project Area (the "Project Area").The Agency is vested with the responsibility for formulating and carrying out necessary redevelopment projects within the Project Area.

B) The Downtown Specific Plan identifies public improvement strategies that are integral to Downtown's envisioned revitalization, including the establishment of a catalyst zone at Livermore Village, identifying the Property as a location for immediate investment. The Downtown Specific Plan strategy relies on the City as an early investor in its own revitalization effort, by participating in key projects or opportunity sites that will make a difference in Downtown, specifically, the development of Livermore Village and neighboring properties, which would maximize project affordability and potential tax increment.

C) The City and the Agency desire to enter into this Agreement for the following purposes:

i) To set forth activities, services, and facilities that the City will render for and make available to the Agency in furtherance of the activities and functions of the Agency under the Community Redevelopment Law in connection with the Property; and

ii) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency for the Property.

AGREEMENT

1. PURPOSE

The purpose of this Agreement is to establish a mechanism for repayment of the consideration provided by the City for site acquisition and pre-development expenses for the Property, as more fully set forth in Section 4, in order to facilitate the redevelopment of the Property.

2. REPAYMENT AMOUNT

The City agrees to provide a loan to the Agency in the amount of up to $780,000 (Seven Hundred Eighty Thousand Dollars) from F611 (Housing Trust Fund) to assist with the purchase of the Property, including escrow fees, legal fees, carrying costs, operating costs and property maintenance and management.

3. TERM OF AGREEMENT

Subject to Section 4 below, this Agreement shall be in full force and effect for a period beginning as of the date first above written and continuing until the earlier of (i) all repayment obligations of the Agency to the City are satisfied in full in accordance with the terms of this Agreement, or (ii) April 13, 2019.

4. REPAYMENT

For value received, the Agency agrees to pay to the City the principal amount of the City Loan or so much thereof as may be disbursed by the City to the Agency. The Agency also agrees to pay to the City interest and other charges in the amounts on or before the times herein provided.

a. Annual Payment. Beginning with fiscal year 2013/2014, the Agency shall repay the Loan in ten (10) annual installments (the "Agency Payment") on or before January 31 of each fiscal year (the "Payment Date") from funds generated by tax increment arising out of the redevelopment of the Property. However, if the Property is sold or disposed of by the Agency the full amount of the outstanding principal and interest due under this Agreement shall be paid within 60 days of sale or disposition by the Agency.

b. Interest. The principal balance of this Note shall bear simple interest from the date of disbursement until repaid in full at the Local Agency Investment Fund rate applicable during the period the interest is accruing.

c. New Payment Schedule. If on December 31, 2023 the Agency determines that the tax increment generated by the Property will be insufficient to repay the remaining principal balance and accrued interest of the Loan in full, the City and the Agency shall meet and negotiate in good faith a new method for the repayment of the Loan.

d. Application of Payments. All payments received by the City from the Agency shall be applied first to accrued interest and then to a reduction of the outstanding principal amount.

e. Prepayment Policy. Agency may prepay this Loan at any time without penalty.

5. SUBORDINATION

It is agreed by the parties hereto that all repayments to the City pursuant to this Agreement are subordinated to any and all payments necessary to satisfy existing debt of the Agency and to any and all payments necessary to satisfy the Agency's obligations in connection with existing bonds or bonds which may be issued in the future or to the extent necessary for any bonded indebtedness for which the Agency has pledged as a security or source of repayment tax increment generated within the Project Area.

6. INDEBTEDNESS

The Agency's obligations under this Agreement shall constitute an indebtedness of the Agency within the meaning of Health and Safety Code Section 33670 et seq.

7. VALIDITY OF AGREEMENT

If any provisions of this Agreement, or the application thereof to any person, party, transaction, or circumstance, is held invalid, the remainder of this Agreement, or the application of such provision to other persons, parties, transactions or circumstances, shall not be affected thereby.

8. AMENDMENT

This Agreement may be amended provided such amendment is in writing and is signed by both parties to this Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Livermore, as authorized by resolution of the City Council of the City of Livermore, has caused the name of the City of Livermore to be affixed to this Agreement, and the Executive Director of the Livermore Redevelopment Agency, as authorized by resolution of the Agency, has caused the name of the Redevelopment Agency of the City of Livermore to be affixed to this Agreement on the above date.

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE

By: Linda Barton
Executive Director

Approved as to form:

General Counsel

CITY OF LIVERMORE

By: Linda Barton
City Manager

Approved as to form:

City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING ENTERING INTO A COOPERATION AGREEMENT WITH THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE TO LOAN THE AGENCY UP TO $780,000 IN HOUSING TRUST FUNDS (FUND 611) FOR THE PURCHASE OF 2121 RAILROAD AVENUE (APN 098-0289-002-02), ESCROW COSTS, OPERATING COSTS AND RELOCATION COSTS ASSOCIATED WITH M&M CROSSFIT TRAINING

The Agency desires to borrow up to $780,000 from the City for the purchase of the property located at 2121 Railroad Avenue and all claims for relocation benefits and services associated with M&M Crossfit Training, including but not limited to actual moving expenses, potential loss of goodwill, and compensation for immovable furnishings, fixtures and equipment and associated costs incurred or to be incurred as a result thereof.

BE IT RESOLVED by the Livermore City Council that the City Manager is authorized on behalf of the City of Livermore to:

1. Appropriate $780,000 in Housing Trust funds (F611) to the Redevelopment Agency of the City of Livermore to cover costs associated with the acquisition of the property located at 2121 Railroad Avenue.

2. Enter into the Cooperation Agreement with the Redevelopment Agency presented with the staff report to loan the Agency up to $780,000 in Housing Trust funds for the purchase 2121 Railroad Avenue, and the associated relocation benefits and services for the business M&M Crossfit Training. The amounts loaned shall accrue interest at the Local Agency Investment Fund rate from the date dispersed, and shall be repaid in 10 annual statements commencing FY 2013/2014, as stated in the agreement.

BE IT FURTHER RESOLVED by the Livermore City Council that the City Manager is authorized to sign all documents as may be necessary to assist the Redevelopment Agency of the City of Livermore to purchase the property at 2121 Railroad Avenue.

On the motion of Vice Mayor Marchand, seconded by Councilmember Horner, the foregoing resolution was passed and adopted on the 13th day of April, 2009, by the following vote:

AYES: Councilmembers Horner, Leider, Williams, Vice Mayor Marchand, Mayor Kamena
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST & DATE:

INTERIM CITY CLERK
SUSAN GIBBS
DATE: April 14, 2009

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY
JASON ALCALA

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A COOPERATION AGREEMENT WITH THE CITY OF LIVERMORE TO ACCEPT A LOAN OF UP TO $780,000 IN HOUSING TRUST FUNDS (FUND 611) FOR THE PURCHASE OF REAL PROPERTY AND THE RELOCATION BENEFITS OF THE BUSINESS, M&M CROSSFIT TRAINING, LOCATED AT 2121 RAILROAD; AND, EXECUTING A PURCHASE AND SALE AGREEMENT AND FULL SETTLEMENT AND RELEASE IN TO THE AMOUNT $768,000 WITH MAGDALENA HARRIS, MICHAEL HARRIS, AND MICHAEL LAMPLEY RELATED TO THE ACQUISITION OF PROPERTY LOCATED AT 2121 RAILROAD AVENUE, ESCROW COSTS, OPERATING COSTS, AND RELOCATION COSTS ASSOCIATED WITH M&M CROSSFIT TRAINING

It is desirable for the Redevelopment Agency of the City of Livermore (Agency) to: purchase the real property located at 2121 Railroad Avenue (APN 098-0289-002-02) from Magdalena and Michael Harris, and provide relocation benefits to Michael Harris and Michael Lampley, owners of M&M Crossfit Training, the business located at 2121 Railroad in the amount of $768,000; and, to borrow Housing Trust Funds (F611) in an amount up to $780,000 from the City for that purpose, including the administrative and transactional costs associated with the purchase and settlement.

IT IS RESOLVED by the Redevelopment Agency of the City of Livermore that the Executive Director on behalf of the Redevelopment Agency is authorized to enter into the Cooperation Agreement with the City presented with the staff report to borrow up to $780,000 in Housing Trust funds for the purchase 2121 Railroad Avenue, and the associated relocation benefits and services for the business M&M Crossfit Training. The amounts loaned shall accrue Interest at the Local Agency Investment Fund rate from the date dispersed, and shall be repaid in 10 annual statements commencing FY 2013/2014, as stated in the agreement.

BE IT FURTHER RESOLVED by the Redevelopment Agency of the City of Livermore that the Executive Director on behalf of the Redevelopment Agency is authorized to:

Execute the Purchase and Sale Agreement and Full Settlement and Release with Magdalena Harris, Michael Harris, and Michael Lampley related to the acquisition of property located at 2121 Railroad Avenue and the associated relocation benefits and services of the business M&M Crossfit Training in the amount of $768,000; and, sign all related documents.

On the motion of Vice Chair Marchand, seconded by Agencymember Horner, the foregoing resolution was passed and adopted on the 13th day of April, 2009, by the following vote:

AYES: Agencymembers Horner, Leider, Williams, Vice Chair Marchand, Chairperson Kamena
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

INTERIM SECRETARY
SUSAN GIBBS
DATE: April 14, 2009

APPROVED AS TO FORM:

ASSISTANT GENERAL COUNSEL
JASON ALCALA

PURCHASE AND SALE AGREEMENT
AND
FULL SETTLEMENT AND RELEASE

THIS AGREEMENT dated April 13, 2009, is by and between Michael D. Harris, and individual, and Magdalena M. Harris, an individual, (collectively "Sellers"), Michael D. Harris and Michael Lampley ("Business Owners'), and the Redevelopment Agency of the City of Livermore, a body politic and corporate ("Agency").

RECITALS

The Sellers own that certain approximately 3,700 square foot parcel of land located at 2121 Railroad Avenue, City of Livermore, County of Alameda, California (Assessor's Parcel Number 098-0289-002-02) (the "Subject Property"), the legal description of which is attached hereto as Attachment "A", and the building and improvements located thereon.

The Business Owners operate a business on the Subject Property known as M&M Crossfit. The Sellers and Business Owners represent that no other businesses exist or operate on or from the Subject Property. The Sellers and Business Owners further represent that the lease of the Subject Property by M&M Crossfit has been terminated, or shall be terminated prior to the close of escrow, at no cost to the Agency. The Sellers and Business Owners further represent that there are no lease agreements burdening the Subject Property, either for M&M Crossfit or any other person or business.

Agency desires to purchase the Subject Property from the Sellers to further its redevelopment activities and to eliminate blight consistent with the Agency's Redevelopment City of Livermore's Plan and the Downtown Specific Plan.

On December 18, 2009, pursuant to the requirements of Government Code section 7267.2(a), the Agency offered to purchase the Subject Property from the Sellers for the full amount of the appraised value in sum of $660,000. The Sellers, Business Owners, and Agency then engaged in negotiations for the sale of the property, including the Agency's satisfaction of its relocation obligations pursuant to the requirements of the California Relocation Assistance Act of 1970 set forth in Government Code section 7260 *et seq.*, as well as the requirements set forth in Health and Safety Code section 33410 *et seq.*, and the California Code of Regulations, title 25, section 6000 *et seq.*

The Sellers and Agency have agreed to execute this Agreement in lieu of condemnation, and the Sellers, Business Owners, and Agency further have further agreed to a lump sum payment to satisfy the relocation obligation. In the event that the Sellers and Agency were not able to reach an agreement for the purchase and sale of the Subject Property, Agency would have initiated eminent domain proceedings to acquire title to the Subject Property.

The Sellers and Agency have negotiated the following compensation package to be paid by the Agency to the Sellers for the purchase and sale of the property and the full-settlement and release for the Agency's satisfaction of its relocation obligations:

Acquisition of Subject Property:	$660,000
Relocation Benefits (satisfaction of obligation)	$108,000
Total compensation to be paid:	$768,000

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN SELLERS, BUSINESS OWNERS AND THE AGENCY THAT THE RECITALS ARE TRUE AND CORRECT, AND FURTHER AGREED AS FOLLOWS:

1. TOTAL COMPENSATION. The Agency agrees to pay total compensation in the amount of $768,000 (Seven Hundred and Sixty Eight Thousand Dollars) for the purchase of the Subject Property and satisfaction of its relocation obligation, calculated as follows

A. PURCHASE PRICE FOR SUBJECT PROPERTY. The Agency agrees to pay the Sellers the total purchase price of $660,000 (Six Hundred and Sixty Thousand Dollars) for the Subject Property as provided herein ("Purchase Price"). The Purchase Price includes compensation for the Subject Property and the approximately 1,500 square foot building situated thereon, as well as all improvements pertaining to the Subject Property, lost rents, fixtures and equipment, and for any and all damages of any kind or nature suffered by the Sellers, including attorneys' fees and litigation expenses, interest of any kind whatsoever in relation to the Agency's acquisition of the Subject Property.

B. FULL SATISFACTION OF RELOCATION BENEFITS. The Agency agrees to pay the Sellers and the Business Owners the total sum of $108,000 (One Hundred and Eight Thousand Dollars) in full and complete settlement of the Agency's relocation obligation owed to the Sellers and Business Owners pursuant to the requirements of the California Relocation Assistance Act of 1970 set forth in Government Code section 7260 *et seq.*, as well as the requirements set forth in Health and Safety Code section 33410 *et seq.*, and the California Code of Regulations, title 25, section 6000 *et seq.*, related to the Agency's acquisition of the Subject Property and relocation of the Sellers, the Business Owners, M&M Crossfit, and all other businesses from said property ("Relocation Compensation"). The Relocation Compensation represents the amount agreed upon by the parties in full and complete satisfaction and settlement of all claims by the Sellers and the Business Owners for any and all relocation rights and benefits of any kind whatsoever related to the Agency's acquisition of the Subject Property. As such, the Relocation Compensation includes, but is not limited to, compensation for the relocation of the Sellers, the Business Owners, M&M Crossfit, and all other business from the Subject Property including any loss of business goodwill, other business losses or damages, and for any and all damages of any kind or nature suffered by the Sellers and/or the Business Owners, including attorneys' fees

and litigation expenses, interest of any kind whatsoever in relation to Agency's acquisition of the Subject Property.

2. CONVEYANCE OF TITLE: Sellers agree to convey by Grant Deed to the Agency marketable fee simple title to the Subject Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

A. Taxes for the fiscal year in which this escrow closes, which shall be handled in accordance with the provisions of Section 4986 of the Revenue and Taxation Code of the State of California.

B. Quasi-public utility, public alley, public street easements and rights of way of record.

C. Such other liens, encumbrances, reservations and restrictions as may be approved in writing by the General Counsel for the Agency.

3. TITLE INSURANCE: First American Title Insurance Company ("Title Company") has provided the Agency with its Preliminary Report dated October 29, 2008. The Agency has reviewed that Preliminary Report and has no objection to any exception to coverage listed therein ("Initially Permitted Exceptions"). Within 15 days from the Date of Execution of this Agreement, the Agency shall obtain an updated Preliminary Report, and shall have five (5) days after receipt of the updated Preliminary Report to object in writing to any new exceptions shown on the report ("Agency's Title Notice"). If the updated Title Report includes any new exceptions and the Agency fails to timely object, the Agency shall be deemed to have approved the Preliminary Report. If the updated Preliminary Report includes any new exceptions and the Agency timely objects thereto, within fifteen (15) calendar days after receiving Agency's Title Notice, Sellers shall deliver to the Agency written notice ("Sellers' Title Notice") of those Title Defects which the Sellers covenant and agree to either eliminate or cure to the Agency's satisfaction by the Closing Date and those Title Requirements which the Sellers agree to satisfy by the Closing Date. The Sellers' failure to deliver the Sellers' Title Notice to the Agency within the time period specified above shall be deemed to constitute Sellers' election not to eliminate or cure any such Title Defect or to satisfy any such Title Requirements. If Sellers elect (or are deemed to have elected) not to eliminate or cure any Title Defects or to not satisfy any Title Requirements, the Agency shall have the right, by written notice delivered to Sellers within five (5) calendar days of Sellers' Title Notice or within five (5) calendar days after the expiration of the time period during which Sellers are entitled to deliver Sellers' Title Notice, whichever occurs first, to either (i) waive its prior notice as to the Title Defects which Sellers have elected not to cure and those Title Requirements which Sellers have elected not to satisfy, or (ii) terminate this Agreement. The Agency's failure to deliver any written notice within such five (5) calendar day period shall be a conclusive presumption that the Agency has approved the Title Documents and this Agreement shall remain in full force and effect.

On the Closing Date, Title Company shall issue its CLTA Owner's Coverage Form Policy of Title Insurance, with liability in the amount of the Purchase Price, showing title to the property vested in the Agency, subject to all Initially Permitted Exceptions, and all subsequently accepted exceptions, whether resulting from a failure to timely deliver the Agency's Title Notice or failure to terminate after the Sellers' failure or refusal to cure any items set forth in the Agency's Title Notice.

4. SETTLEMENT AND RELEASE. The Sellers and the Business Owners on behalf of themselves and their, agents, successors, assigns, attorneys, and other representatives and each of them hereby acknowledge that the Relocation Compensation satisfies any and all claims by the Sellers and the Business Owners for any and all relocation rights and benefits of any kind whatsoever pursuant to the requirements of the California Relocation Assistance Act of 1970 set forth in Government Code section 7260 *et seq.*, as well as the requirements set forth in Health and Safety Code section 33410 *et seq.*, and the California Code of Regulations, title 25, section 6000 *et seq.*, including an loss of business goodwill, related to the Agency's acquisition of the Subject Property.

In consideration for the payment of the Relocation Compensation set forth in Section 1(B), the Sellers and the Business Owners hereby release the Agency from and against any and all claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever whether alleged under any statute common law or otherwise, directly or indirectly arising out of or related to the Agency's acquisition of the Subject Property and the relocation rights and benefits, including any loss of business goodwill, other business losses or damages, and for any and all damages of any kind or nature suffered by the Sellers and/or the Business Owners, including attorneys' fees and litigation expenses.

THE SELLERS AND THE BUSINESS OWNERS FURTHER EXPRESSLY WAIVE ANY RIGHTS AGAINST THE AGENCY ARISING UNDER CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES AS FOLLOWS AGENERAL 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

By signing in the space provided below, each of the Sellers and the Business Owners acknowledges that he and she has read and understood the provisions of this section 4 of the Agreement.

Dated:

Michael D. Harris
Seller

Dated: Magdalena M. Harris
Magdalena M. Harris
Seller

Dated: Michael D. Harris
Michael D. Harris
Business Owner

Dated: Michael Lampley
Michael Lampley
Business Owner

5. ESCROW AND INSTRUCTIONS.

A. ESCROW. An Escrow, Order Number 616989ala ("Escrow") has been opened with First American Title Company, ("Escrow Holder"). The Agency and the Sellers agree that Escrow Holder is to prepare and the Agency and Sellers are to execute joint escrow instructions as may be necessary and appropriate to close the transaction in accordance with the terms of this Agreement and to convey and record the necessary instruments in the office of the County Recorder. The parties agree that escrow is to close on May 13, 2009 (the "Closing Date"). The Closing Date may be extended or shortened only upon mutual written agreement of the parties. Recordation of instruments delivered through this Escrow is authorized if necessary or proper in the issuance of said policy of title insurance. The Agency will deposit this Agreement and its Certificate of Acceptance, a copy of which is to be attached hereto as Attachment "B", with Escrow Holder within three business days from obtaining the Certificate of Acceptance. The Agency agrees to deposit the Purchase Price and the Relocation Compensation in cash, by certified check or bank cashier's check or by wire transfer in full upon demand of Escrow Holder. The Agency and the Sellers agree to deposit with Escrow Holder any additional instruments as may be necessary to complete this transaction. The Agency and the Business Owners agree to deposit with Escrow Holder any additional instruments as maybe necessary to complete the disbursement of the Relocation Compensation. All funds received in this Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any state or national bank account doing business in the State of California. All disbursements shall be made by check from such account. Consistent with this Agreement and the escrow instructions, the Escrow Holder shall disburse the Purchase Price, less escrow costs set forth herein, to the Sellers, and disburse the Relocation Compensation to the Business Owners.

B. FURTHER INSTRUCTIONS. Escrow Holder is specifically instructed as follows:

(i) Pay and charge Sellers for any unpaid delinquent taxes and/or penalties and interest thereon, for any delinquent or non-delinquent assessments or bonds against the property, for any lease termination payment(s) and for amounts due and owning the Agency for entitlements obtained in the conjunction with the approval of the Project;

(ii) In the event this Closing Date is between July 1 and November 1, and current tax information is not available from title insurer, Escrow Holder s instructed to withhold from Sellers' proceeds an amount equal to the estimated prorated amount due based upon the previous fiscal year's second half tax bill. If Escrow Holder determines that more is owed, the Escrow Holder shall bill the Sellers directly. At such time that the tax information is available, Escrow Holder shall make a check payable to the County Tax Collector for the Sellers' prorated portion of taxes and forward same to the Agency and shall refund any difference to the Sellers. In the event the amount withheld is not sufficient to pay the Sellers' prorated portion of taxes due, the Sellers herein agree to immediately pay the difference. In the event said tax information is available, Sellers' taxes shall be prorated in accordance with Paragraph "iii" below.

(iii) From the date that tax information is available, as per Paragraph "ii", up to and including June 30, Sellers' current taxes, if unpaid, shall be prorated to the Closing Date on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. On the Closing Date, a check payable to the County Tax Collector for the Sellers' prorated portion of taxes shall be forwarded to the Agency with the closing statement;

(iv) Any taxes which have been paid by the Sellers, prior to the opening of this Escrow, shall not be prorated between the Agency and Sellers, but the Sellers shall have the sole right, after the Closing Date, to apply to the County Tax Collector of said county for refund. This refund would apply to the period after The Agency's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

(v) Pay and charge the Agency for all fees, charges and costs which arise in connection with this Escrow including any and all escrow fees, title insurance fees, recording fees, and any transfer taxes, if any.

(vi) Disburse funds and deliver the Deed when the conditions of this Escrow have been fulfilled by the Agency and the Sellers.

(vii) All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

(viii) TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties acknowledge that the

Agency's governing board is scheduled to consider the approval of this Agreement on April 13, 2009.

6. PERMISSION TO ENTER ON PREMISES: The Sellers hereby grant to the Agency, or its authorized agents, permission to enter upon the Subject Property upon at least forty-eight hours prior notice to the Sellers (together with a description of the tests to be conducted) for the purpose of making necessary or appropriate inspections to investigate the physical and environmental characteristics and condition of the Subject Property. The Agency shall indemnify, defend and hold the Sellers and their partners, agents, representatives, successors and assigns harmless from any liens, costs, demands for payment, liabilities as well as any physical damage to the Subject Property or injury or death to persons cause by making such tests or exercising the Agency's right of entry.

If on or before 5:00 p.m. on the date which is thirty (30) calendar days after the Date of Execution of this Agreement (the "Approval Date"), the Agency disapproves any of the physical and environmental condition of the Subject Property by providing Sellers with written notice ("Notice of Disapproval"), this Agreement shall terminate without any liability on the part of either party. Upon the Agency's failure to timely give its Notice of Disapproval, the Agency shall be deemed to have conclusively approved all aspects of the Subject Property.

7. LOSS OR DAMAGE TO IMPROVEMENTS: Loss or damage to the Subject Property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Grant Deed shall be at the risk of the Sellers. In the event that loss or damage to the Subject Property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Grant Deed, the Agency may elect to require that the Sellers pay to the Agency the proceeds of any insurance which may become payable to the Sellers by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of the Subject Property by reason of such loss or damage or the amount of insurance payable to the Sellers, whichever is greater.

8. WARRANTIES, REPRESENTATIONS AND COVENANTS :

A. The Sellers hereby warrant, represent and/or covenant to the Agency that:

1) To the best of the Sellers' knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting the Subject Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

2) To the best of the Sellers' knowledge, there are no encroachments onto the Subject Property roperty by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.

3) Until the Closing Date, the Sellers shall maintain the property in its current condition and state of repair and maintenance, reasonable wear and tear and events of casualty excepted, and shall perform all of its obligations under any service contracts or other contracts affecting the Subject Property.

4) Until the Closing Date, the Sellers shall not do anything which would impair Sellers' title to any of the Subject Property.

5) To the best of the Sellers' knowledge, all utilities including gas, electricity, water, sewage, and telephone are available to the Subject Property, and all such items are in good working order.

6) To the best of the Sellers' knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, or other agreement or instrument to which the Subject Property may be bound.

7) To the best of the Sellers' knowledge, they are not aware of any oral or written leases on all or any portion of Subject Property.

8) Until the Closing Date, the Sellers shall, upon learning of any fact or condition which would cause any of Sellers' warranties and representations contained in this Section not to be true as of Closing Date, immediately give written notice of such fact or condition to the Agency.

B. The Agency hereby warrants, represents and/or covenants to the Sellers that:

1) all documents executed by the Agency which are to be delivered to the Sellers at the Closing Date are, or on the Closing Date will be, duly authorized, executed, and delivered by the Agency and are, or at the Closing Date will be, legal, valid, and binding obligations of the Agency, and do not, and at the Closing Date will not, violate any provisions of any agreement to which the Agency is a party or to which it is subject.

2) The Agency shall furnish all of the funds for the purchase of the Subject Property and such funds will not be from sources of funds or properties derived from any unlawful activity.

9. PARTIES OF INTEREST. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the hairs, executors, administrators, assigns and successors of the parties hereto.

10. ENTIRE AGREEMENT. This Agreement constitutes and contains the entire agreement of the parties with respect to the subject matter hereof and thereof, and supersedes any and all other prior negotiations, correspondence, understandings

and agreements respecting the subject matter hereof and thereof. There are no representations, promises, agreements or other understandings between the parties relating to the subject matter of this Agreement that are not expressed herein. This Agreement may not be changed orally, but only by an Agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

11. NOTICES. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms hereof to be given to any person or entity shall be in writing and any such notice shall become effective two (2) business days after being deposited in the mail, certified or registered, with appropriate postage prepaid for first-class mail or, if delivered by hand or in the form of a facsimile transmission, when received and shall be directed to the address of such person or entity set forth below, or at such other address as either party shall hereafter designate in writing and deliver to the other in accordance with the provision of this paragraph.

If to the SELLERS: Michael D. Harris
Magdalena M. Harris
158 Maple Street
Livermore, California 94550

If to the BUSINESS OWNERS: Michael D. Harris
Michael Lampley
158 Maple Street
Livermore, California 94550

If to the AGENCY: Eric Uranga
Redevelopment Agency of the City of Livermore
1052 South Livermore Avenue
Livermore, California 94550-4899

12. SURVIVAL; TERMINATION: The representations, warranties and agreements of the parties contained or provided for in this Agreement shall survive the Closing Date and the recordation and deliver of the Grant Deed conveying the Property to the Agency and shall be and continue in effect notwithstanding the fact that any party may waive compliance with any other term, provision or condition of this Agreement.

13. COUNTERPARTS: This agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument. This Agreement may also be executed by delivery of fax to the parties as set forth above of an executed counterpart original of this Agreement. The parties shall thereafter exchange the original documents bearing original signatures, but the failure to do so shall not affect the enforceability of this Agreement.

14. AUTHORITY AND EXECUTION: Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so, has full right and authority to enter into this Agreement and all of its obligations hereunder.

15. SEVERABILITY: The invalidity or unenforceability of any term or provision of this Agreement or the nonapplication of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect and shall be construed as if such invalid, unenforceable or nonapplicable provision were omitted.

16. WAIVER OF MODIFICATION: No waiver or modification of this Agreement or any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. The provisions of this section may not be waived except as herein set forth.

17. HEADINGS. The headings of the various Articles of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof or thereof.

18. GOVERNING LAW. This Agreement has been delivered in, and shall in all respects be governed by and construed in accordance with the laws of the State of California, including all matters of construction, validity and performance and enforcement.

19. TIME: Time is of the essence in this Agreement as to each provision in which time is an element of performance.

20. ATTORNEYS' FEES: In the event of any action or proceeding brought by either party to enforce the terms of or arising out of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonably attorneys' fees.

21. COOPERATION. Each party hereto will, upon reasonable request of the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents as may be reasonably necessary in order to fulfill the intends and purposes of this Agreement.

22. BROKERAGE COMMISSIONS. The parties hereto represent and warrant to each other that there are no brokers, agents or finders that are entitled to any claim for any commission, finders' fee, or other compensation in connection with the sale of

the Property pursuant to this Agreement, and each party shall indemnify or expense for any brokerage commissions, finders' fees or other compensation claimed to be due and owing by reason of its activities in entering into or consummating the transaction contemplated by this Agreement.

23. CERTIFICATE OF ACCEPTANCE. This agreement is binding upon all parties upon it being approved by the Agency's governing board via a "Certificate of Acceptance", which is scheduled to consider the approval of this Agreement on November 13, 2006, except as otherwise set forth in this Agreement. If Buyer fails to deliver its Certificate of Acceptance to the Sellers on or before 5:00 p.m. November 20, 2006, this agreement is cancelled, unless the Sellers agree to extend the period to obtain the Certificate of Acceptance in writing.

24. DATE OF EXECUTION OF THIS AGREEMENT. The date on which this Agreement is signed below by the Sellers and by the Agency, even though not having been approved by the Agency's governing board, shall be set forth in the first line of this Agreement, and shall be referred to as the "Date of Execution of this Agreement."

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/
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/

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year set forth hereinabove.

Dated: 4-13-09

"SELLERS"

By: _____
Michael D. Harris, an individual

By: _____
Magdalena M. Harris, an individual

Dated: 4-13-09

"BUSINESS OWNERS"

By: _____
Michael D. Harris, an individual

By: _____
Michael Lampley, an individual

Dated: April 13, 2009

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
A body politic and corporate
"Agency"

By: _____
Linda Barton, Executive Director

APPROVED AS TO FORM:

_____
Jason R. Alcala
Assistant General Counsel

Attachments:

Attachment A – Legal Description
Attachment B – Certificate of Acceptance

LEGAL DESCRIPTION

Real property in the City of Livermore, County of Alameda, State of California, described as follows:

A PORTION OF PLOTS 17 AND 18 OF THE RANCHO EL VALLE DE SAN JOSE, BOUNDED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERN LINE OF RAILROAD AVENUE, DISTANT THEREON SOUTH 69° 30' WEST 180 FEET FROM THE SOUTHWESTERN LINE OF LIVERMORE AVENUE; RUNNING THENCE, PARALLEL WITH SAID LINE OF LIVERMORE AVENUE, SOUTH 20° 30' EAST 78 FEET; THENCE PARALLEL WITH SAID LINE OF RAILROAD AVENUE SOUTH 69° 30' WEST 25.24 FEET, MORE OR LESS, TO THE SOUTHWESTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED OF GIFT BY GEORGE E. HOLT TO MARIAN E. LAMBERT, ET AL, DATED JUNE 12, 1945, RECORDED JUNE 23, 1945 IN BOOK 4698 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 307 (RECORDER'S SERIES SS/39729); THENCE ALONG THE LAST MENTIONED LINE NORTHWESTERLY 89.93 FEET, MORE OR LESS, TO SAID LINE OF RAILROAD AVENUE; THENCE ALONG THE LAST MENTIONED LINE NORTH 69° 30' EAST, 70 FEET TO THE POINT OF BEGINNING.

APN: 098-0289-002-02

Attachment B

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, APN 098-0289-002-02 dated _____, from Michael D. and Magdalena M. Harris, an individual, to the Redevelopment Agency of the City of Livermore, a public body corporate and politic, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: _____

_____

Susan Gibbs, Interim City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

ASSESSOR'S MAP 98

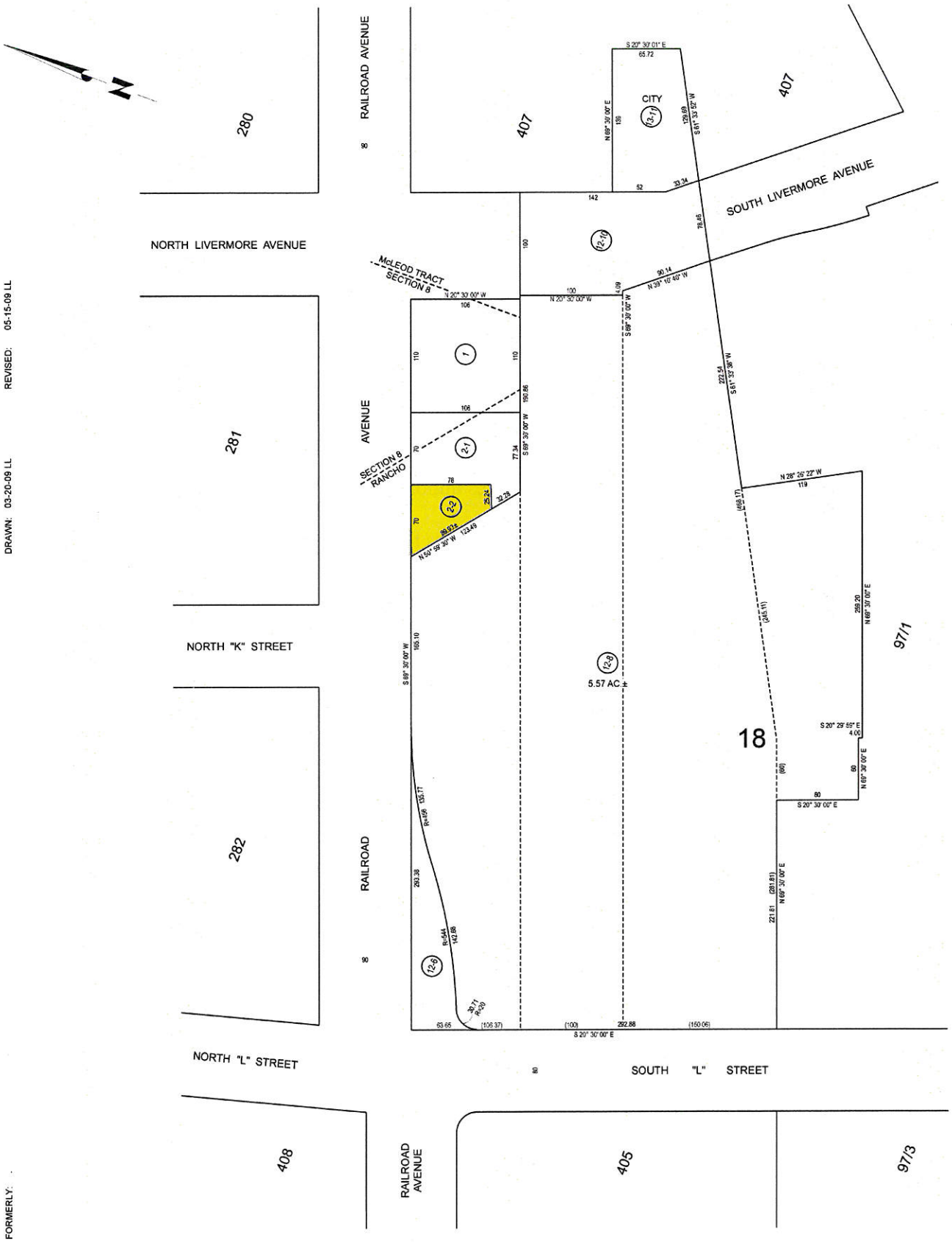
Code Area Nos. 16-023

289

SCALE: 1" = 80'

(A) Map of Subdivision of Rancho el Valle de San Jose
Portion A - Por. Plot 18 40/315

(B) Portion of S. E. ¼ of Section 8. T.3 S., R.2 E.
Map of the McLeod Tract 6/2



DRAWN: 03-20-09 LL REVISED: 05-15-09 LL

FORMERLY:

SBE: 56, 57 REF: R.S.678 12/35 HPN: 17 IND PG: 3, 4

First American Title Company

6683 Owens Drive • Pleasanton, CA 94588

Buyer's Final Settlement Statement

Property: 2121 Railroad Avenue, Livermore, CA

File No: 0131-616989ala
Officer: Diane Burton/DB
New Loan No:
Settlement Date: 05/13/2009
Disbursement Date: 05/13/2009
Print Date: 5/13/2009, 10:52 AM

Buyer: Redevelopment Agency City of Livermore
Address: 1052 S. Livermore Ave., Livermore, CA 94550
Seller: Michael D. Harris, Magdalena M. Harris
Address: 158 Maple Street, Livermore, CA 94550

Charge Description	Buyer Charge	Buyer Credit
Consideration:		
Total Consideration	660,000.00	
Deposits in Escrow:		
Receipt No. 2474102303 on 05/08/2009 by Redevelopment Agency City of Livermore		771,159.00
Adjustments:		
Relocation Benefit to M&M Crossfit	108,000.00	
Title/Escrow Charges to:		
Escrow Fee - First American Title Company	1,575.00	
ALTA Std Owner Policy 1402.06 (6-17-06) - First American Title Company	1,584.00	
Totals	771,159.00	771,159.00

LIVERMORE
CALIFORNIA

May 1, 2009

Ms. Diane Burton
6683 Owens Drive
Pleasanton, CA 94588

Re: Escrow No. 0131-616989ala
Buyer: Redevelopment Agency of the City of Livermore
Property: 2121 Railroad Ave. Livermore, CA; APN 098-0289-002-02

Dear Ms. Burton,

This will serve as escrow instructions from the City of Livermore in regard to the purchase of the property located at 2121 Railroad Ave. Livermore, CA. from Michael D. Harris & Magdalena M. Harris. These instructions are based upon conditions as set forth in the Purchase and Sale Agreement and Full Settlement and Release (PSA) between Michael D. Harris & Magdalena M. Harris, (Seller) and the Redevelopment Agency of the City of Livermore (Buyer).

1. The Buyer shall deposit Seven Hundred and Sixty Eight Thousand Dollars ($768,000) into escrow for the purchase in accordance with the provisions set forth in the PSA.
2. Please prepare a check in the amount of Six Hundred and Sixty Thousand dollars ($660,000) for the subject property to Michael D. Harris & Magdalena M. Harris.
3. Please prepare a check in the amount One Hundred and Eight Thousand dollars ($108,000) per the PSA, made payable to M & M Crossfit, in care of Michael Harris.
4. Please prepare and record a Grant Deed, dated May 4, 2009, from Michael D. Harris & Magdalena M. Harris to the Redevelopment Agency of the City of Livermore, a body corporate and politic and deliver the original to the City Clerk's office at the City of Livermore, 1052 South Livermore Avenue, Livermore, CA 94550.
5. Title Approval: Buyer acknowledges that the 2006 ALTA Standard Owner's Policy of Title Insurance (w/western regional exceptions) for the Property will be subject to the following without limitation:
    a. All general and special taxes, assessments and/or bonds not delinquent.
    b. Exceptions numbered 1, 3-4 as shown in the Preliminary Report/Commitment dated March 3, 2009, issued in connection with this escrow, a copy of which has been reviewed by Buyer.

Sincerely,

M Seibel

Milly Seibel, Housing Specialist
Housing & Human Services Division

Enclosures: Certificate of Acceptance
Purchase and Sale Agreement

11-037

FORMAL AMENDMENT TO
EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(2047 First Street, 2121 and 2139 Railroad)

This formal amendment ("Formal Amendment") is entered into as of this 28 day of February, 2011 by and between the Redevelopment Agency of the City of Livermore, a public body corporate and politic ("Agency") and Eden Housing, Inc. a California nonprofit public benefit corporation ("Master Developer") on the basis of the following facts:

RECITALS

A. On July 26, 2010, the Agency and Master Developer entered into an Exclusive Negotiating Rights Agreement("ENRA") to design and construct two scattered site mixed-use housing and retail/commercial projects on Site A (2047 First Street) and Site B (2121 and 2139 Railroad Avenue) ("Model Mixed Use Projects").

B. The Agency and Master Developer are continuing to negotiate a Disposition and Development Agreement ("DDA") for the Model Mixed Use Projects.

C. Section 1.2 in the ENRA authorizes the Executive Director to extend the negotiating period for the preparation and execution of a DDA to present to the Agency's Board for consideration. That section also authorizes the Agency's Board to extend the negotiating period by formal amendment if additional time is needed to complete the DDA.

D. The Agency and Master Developer have made significant progress and are nearing completion of the DDA. However, the Executive Director has exhausted her authority to extend the negotiating period, and a formal amendment to the ENRA is now necessary to extend the negotiating period further.

E. The Agency and Master Developer desire to amend the ENRA to extend the negotiating period to for a period of ninety (90) days, commencing on the date this Formal Agreement is executed by the Agency, so that they may finalize project details to be outlined in the DDA, including unit count, population, and ground floor use.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. This Formal Amendment hereby extends the negotiating period in the ENRA for a period of ninety (90) days, commencing on the date this Formal Amendment is executed by the Agency. In the event a DDA is signed by the Master Developer, which is supported by the Executive Director for the Agency, but not approved by the Agency Board, then this Agreement will be

extended sixty (60) days to allow for legal noticing, conducting of the required public hearings, preparation of reports and formal consideration by the Agency Board.

2. This Agreement and all rights and obligations of the Master Developer may be assigned by the Master Developer to a controlled affiliate of the Master Developer, such as Eden Development, Inc. or Eden Investments, Inc. Prior to such assignment, the Master Developer shall deliver to the Agency a copy of the transferee's organizational documents (Articles of Incorporation, Bylaws, 501(c)(3) determination letter, and good standing certificate).

3. This Formal Agreement constitutes the entire agreement of the parties regarding the Board's extension of the negotiating period. This Formal Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

4. Except as amended above, the ENRA remains in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date first above written.

Dated: 2/15/11

MASTER DEVELOPER:

EDEN HOUSING, INC.
A California nonprofit public benefit corporation

By: _____
Terese McNamee, Acting Executive Director

Dated: February 28, 2011

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, a public body corporate and politic

By: _____
Linda Barton, Executive Director

APPROVED AS TO FORM:

By: _____
Agency General Counsel, Asst.

10-242

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(2047 First Street, 2121 & 2139 Railroad)

This Exclusive Negotiating Rights Agreement ("Agreement") is entered into as of this 26 day of July, 2010 by and between the Redevelopment Agency of the City of Livermore, a body politic and corporate ("Agency"), and Eden Housing, Inc., ("Master Developer") a California nonprofit public benefit corporation, on the basis of the following facts:

RECITALS

A. The Agency is responsible for implementation of the Amended and Restated Redevelopment Plan for the Livermore Redevelopment Project ("Redevelopment Plan") to redevelop the City of Livermore Redevelopment Project Area ("Project Area") consistent with the policies and standards of the General Plan of the City of Livermore. The goals for the Redevelopment Plan include alleviation of blighting conditions and the stimulation of economic development activities in the Project Area.

B. The Agency has identified a community need to stimulate Downtown targeted redevelopments, demonstrate to investors the possibilities of downtown, and to encourage redevelopment in the Revitalization Zone and the Unified Project Area in the Downtown area.

C. To meet that need, the Agency has identified mixed-use housing and retail/commercial developments as a significant component of Livermore Village Site development and the First Street Downtown Core Area in the Downtown Specific Plan ("DSP") which is within the Redevelopment Project Area and shown on the map attached to this Agreement as Exhibit A ("Sites A & B"). The sensitive and creative development of Sites A&B is a key component of the redevelopment of the Project Area and of great importance to the community.

Site A (2047 First Street) is approximately 2,500 square feet and located in the Downtown Core of the DSP, and is owned by the Agency. Development of Site A is intended demonstrate a model for downtown core mixed-use housing and retail development. The Agency intends for this project to incorporate the affordable residential development goals within the Project Area. In addressing these goals, forty-nine percent (49%) of the residential units should be reserved for a mix of low and very-low income residents, including special needs residents. The developer may make additional units affordable at their own option.

Development of Site B will require the consolidation of two existing parcels (2121 and 2139 Railroad Avenue) including a lot line adjustment for the total development of approximately 12,269 square feet. The proposed Site B is located within the Downtown Core of the DSP and is owned by the Agency. The Development of Site B is intended to serve as a model mixed use project and catalyst for future downtown mixed-use development in the Livermore Village Site. Site B is bordered by the historic Blacksmith

Square retail complex, the future site of the Regional Livermore Performing Arts Center and the Livermore Village Site which will incorporate approximately 250 residential units. All proposed commercial and residential uses must be sensitive and compatible with the surrounding businesses and neighboring uses. Special design consideration must be given to incorporate the historic elements of neighboring Blacksmith Square, existing design for the Regional Performing Arts Center, and the high visibility of the project to future neighboring projects including the public plaza and Livermore Village development.

D. The Master Developer will design and construct two scattered site mixed-use housing and retail/commercial projects ("Model Mixed Use Projects") on Sites A & B consistent with the requirements of this Agreement, the Redevelopment Plan, the DSP and any Development and Disposition Agreement ("DDA") which is negotiated between the parties.

E. The development of the Model Mixed Use Projects on Sites A&B in the Project Area will further the Agency's goals of providing an economic stimulus for the businesses, increasing the number of residential units in the Project Area and will assist in ameliorating blighting influences and spur development in the Project Area.

F. The purpose of this Agreement is to establish procedures and standards for the negotiation by the Agency, City, and the Master Developer of a DDA pursuant to which the Master Developer will conduct specified development activities related to the Site, including but not limited to constructing the Model Mixed Use Projects. In negotiating the development plan for the Site and for the construction of the Model Mixed Use Projects, the Master Developer and the Agency will cooperate to achieve the following Objectives:

1. Maximizing land use of the Site consistent with the Redevelopment Plan and Downtown Specific Plan ("RP/DSP"), and minimizing the financial commitment by the Agency for the Site A&B Projects.

2. The Master Developer's assembly of a qualified and proven development team, that meets with the Agency's approval, to satisfy the RP/DSP goals for the Site and vision for Model Mixed Use Projects.

3. Completing the Model Mixed Use Project in a timely and efficient manner, including meeting timelines and milestones for the application of funding for construction and permanent financing for the project.

4. Constructing the Model Mixed Use Project consistent with any City entitlements and requirements specific to the individual site needs for the Model Mixed Use Project, including the RP/DSP.

5. Providing on site amenities for Site B such as services and recreational space for the residents.

G. As more fully set forth in Sections 1.5 and 3.1, the Master Developer acknowledges and agrees that this Agreement in itself does not grant the Master Developer the right to develop the Model Mixed Use Project, nor does it obligate the Master Developer to any activities or costs to develop the Model Mixed Use Projects, except for the preliminary analysis and negotiations contemplated by this Agreement.

H. The Master Developer has performed site visits, and reviewed the Agency's Request for Qualifications, and tentatively found the Site and Model Mixed Use Projects acceptable.

I. The Agency is willing to restrain from further marketing of the Site for acquisition and construction of the Model Mixed Use Projects by other parties during a specified time period in order to have discussions with the Developer on the Developer's possible acquisition and construction of the Model Mixed Use Projects on the Site, with the goal of negotiating the terms of a DDA.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

ARTICLE 1.
EXCLUSIVE NEGOTIATING RIGHTS

Section 1.1 Good Faith Negotiations. The Agency and the Master Developer shall negotiate diligently and in good faith, during the Negotiating Period described in Section 1.2, the terms of a DDA for the financing and development plan of the Site and the construction of the Model Project thereon. This Agreement and the DSP shall serve as a guide in the negotiation of the DDA, although the parties acknowledge that review of additional information and further discussion may lead to refinement and revision of the development concepts set forth in the final DDA. During the Negotiating Period, the parties shall use good faith efforts to accomplish the respective tasks outlined in Article 2 to facilitate the negotiation of a mutually satisfactory DDA.

Among the issues to be addressed in the negotiations are the financing of the Model Mixed Use Projects, site acquisition and disposition procedures, development plans for the Site, physical and land title conditions of the Site, remediation of any adverse conditions, a development schedule for the Model Mixed Use Projects, marketing and management of the Model Mixed Use Projects, and the provision of public improvements related to the Model Mixed Use Projects to be consistent with the DDA and RP/DSP.

During the term of this Negotiating Period, the Agency will meet with the Master Developer on an exclusive basis. The Master Developer will consult with the City and the Agency, and endeavor to:

(a) Meet with Agency and City Planning staff;

(b) Identify any equity partner and financing sources and prepare loan/construction schedules;

(c) Provide financial and economic information, as necessary, regarding its ability to perform, finance and implement the construction of the Model Mixed Use Projects pursuant to an acceptable economic package;

(d) Provide a conceptual site plan for the Model Mixed Use Projects. Master Developer will develop and implement, in close consultation with Agency and City Planning Staff, a request for proposals (RFP) process to select an architect and determine design for the site. This process will include development of the RFP, distribution to a list of local and regional architects advised by Agency/City Staff, community noticing and input as deemed necessary by Agency and City Staff, and selection of the architect;

(e) Finalize an acceptable schedule for the construction of the Model Mixed Use Project; and,

(f) Make public presentations to the City Council and Agency Board or others as needed.

The Master Developer and the Agency will keep each other apprised of progress toward achieving the Objectives and the above milestones on a regular basis, and will make each other knowledgeable about issues or information affecting the Site, the Model Mixed Use Projects and economic terms.

Section 1.2 Negotiating Period. The negotiating period (the "Negotiating Period") under this Agreement shall be ninety (90) days, commencing on the date of this Agreement, subject to extension as provided below. If in the judgment of the Executive Director for the Agency the negotiations with the Master Developer have progressed sufficiently to indicate that the parties can satisfy all the terms of this Agreement and present a DDA for Agency Board approval within an additional ninety (90) day periods, the Agency Executive Director on behalf of the Agency, may extend the Negotiating Period for up to an additional ninety (90) days with the consent of the Master Developer. In addition, the Negotiating Period may be extended or modified by formal amendment of this Agreement executed by the Agency and the Master Developer. In the event a DDA is signed by the Master Developer, which is supported by the Executive Director for the Agency, but not approved by the Agency Board, then this Agreement will be extended sixty (60) days to allow for legal noticing, conducting of the required public hearings, preparation of reports and formal consideration by the Agency Board.

If a DDA has not been executed by the Agency and the Master Developer before the expiration of the Negotiating Period (as the Negotiating Period may be extended by operation of the preceding paragraph), then this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement except as set forth in Section 3.4. If a DDA is executed by the Agency and the Master Developer then, upon such execution, this Agreement shall terminate, and all rights and obligations of the parties shall be as set forth in the executed DDA.

Section 1.3 Exclusive Negotiations. During the Negotiating Period (as such Negotiating Period may be extended by operation of Section 1.2), the Agency shall not negotiate with any entity, other than the Master Developer, regarding the Site and construction of the Model Mixed Use Projects thereon, or solicit or entertain bids or proposals to do so.

Section 1.4 Identification of the Master Developer's Representative. The Master Developer's representative to negotiate the DDA with the Agency is Linda Mandolini, Executive Director or such other authorized representative as the Master Developer may identify.

Section 1.5 No Assurances of Approval. The Agency is not committing itself to or agreeing to undertake the following as a result of this Agreement:

(a) A disposition of any land to the Master Developer either within or outside the Project Area;

(b) The exercise of jurisdiction over land outside an adopted Project Area; or

(c) Any other acts or activities requiring the subsequent independent exercise or discretion by the City, the Agency, or any agency or department thereof.

This Agreement does not constitute a disposition of property or exercise of development approval over a property by the Agency. By this Agreement, the City and the Agency merely enters into a period of exclusive negotiations with the Master Developer according to the terms hereof, reserving final discretion and approval by the City and the Agency as to any DDA, development approval for the Site and all proceedings and decisions in connection therewith.

ARTICLE 2.
NEGOTIATION TASKS

Section 2.1 Overview. To facilitate negotiation of the DDA, the parties shall use reasonable good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support negotiation and execution of a mutually acceptable DDA prior to the expiration of the Negotiating Period.

Section 2.2 Financing and Costs of Development. The Master Developer shall provide the Agency with a detailed financial pro forma for the Model Mixed Use Project containing, among other matters, a detailed development budget setting forth the costs of the tasks to be undertaken by the Master Developer. The financial pro forma will be used to evidence the financial feasibility of the Model Mixed Use Project and to assist in the negotiation of terms of the DDA. Upon the Agency's request, prior to executing the DDA, the Master Developer shall provide financing commitments to the Agency evidencing the availability of financing to pay the Master Developer's projected costs. Such reports may include cost budget, as well as an operating income and expense estimate. The City has applied to the County of Alameda for $500,000 in HOME Investment Partnership Program funding for the Model Mixed Use Project. If the County awards the requested HOME funds to the City, or such other amount as may be awarded to the City by the County for the Model Mixed Use Project, the City will then allocate such funds toward predevelopment and demolition costs for the Model Mixed Use Project contingent upon the City and Master Developer's successful negotiation of a DDA and the Master Developer's compliance will all terms and conditions imposed by the County for the award of the HOME funds, including securing NEPA clearance for the Model Mixed Use Project.

Section 2.3 Conceptual Site Plan. The Master Developer shall provide the City and the Agency with a conceptual site plan for the Model Mixed Use Projects containing, among other matters, visual depictions of the Model Mixed Use Projects and how the Master Developer intends to satisfy the provisions of this Agreement, the RP/DSP, and provide the amenities identified in Recital F.5.

Section 2.4 Schedule of Performance. The Master Developer shall provide the City and the Agency with a detailed schedule of performance for the Model Mixed Use Projects which shall include but not be limited to: a plan setting forth the proposed timelines for construction of the Model Mixed Use Projects, specifically addressing the dates for the submittal of construction plans to the City, the dates for the commencement and completion of construction of the public improvements for the Model Mixed Use Projects which are the Master Developer's obligation, the estimated dates for close of escrow on the conveyance of Sites A&B, and the dates for the commencement and completion of construction of the Model Mixed Use Projects on Sites A&B.

Section 2.5 Due Diligence. During the Negotiating Period the Master Developer shall conduct the following due diligence activities:

(a) Site Adequacy Determination. The Master Developer shall determine whether Sites A&B are suitable for development of the Model Mixed Use Projects, taking into account the geotechnical and soils conditions, the presence or absence of toxic or other hazardous materials, the zoning of the Sites, the massing of the proposed Model Mixed Use Project improvements and the other environmental and regulatory factors that the Master Developer deems relevant. If, in the Master Developer's judgment based on such investigations and analyses, the Site is not suitable for development, the Master Developer may notify the City

and the Agency in writing prior to the expiration of the Negotiating Period of its determination. Upon such timely notification by the Master Developer, this Agreement shall be terminated without further action of either party, and thereafter neither party shall have any further duties, obligations, rights, or liabilities under this Agreement, except as set forth in Section 3.4 and Section 3.5.

(b) Site Inspection. The Master Developer shall perform its due diligence investigation of the condition, nature, utilities, and other possible physical restrictions of the Site during this period.

(c) Objections to Title. The Master Developer or the Agency shall cause a Preliminary Title Report (the "Report") to be issued on the Site and delivered to the Master Developer. If the Master Developer objects to any exception appearing on the Report or should any title exception arise after the date of the Report, the Master Developer may object to such exception, provided such objection is made to the Agency in writing on or before 5 o'clock P.M. on the thirtieth (30th) day following the date of the Master Developer receives the Report or copy of the title exception arising after the date of the Report. If the Master Developer objects to any exception to title, the Agency, within fifteen (15) days of receipt of the Master Developer's objection shall notify the Master Developer in writing whether the Agency elects to (i) cause the exception to be removed of record, (ii) obtain a commitment from Title Company for an appropriate endorsement to the policy of title insurance to be issued to the Master Developer, insuring against the objectionable exception, or (iii) terminate this Agreement unless the Master Developer elects to take title subject to such exception. If either party elects to terminate this Agreement pursuant to this subsection (c), then neither party shall thereafter have any obligations to or rights against the other hereunder, except as set forth in Section 3.4 and Section 3.5. The Master Developer must approve the condition of title, in writing prior to signing the DDA. Failure to approve the conditions of title in writing shall terminate this Agreement and neither party shall have any further rights or obligations under this Agreement except as set forth in Section 3.4.

Section 2.6 Reports. The Master Developer shall provide the Agency with copies of all reports, studies, analyses, correspondence and similar documents, but excluding confidential or proprietary information, prepared or commissioned by the Master Developer with respect to this Agreement and the Model Mixed Use Projects, promptly upon their completion. The Agency shall provide the Master Developer with copies of all reports, studies, analyses, correspondence and similar documents (collectively, "documents") prepared or commissioned by the Agency with respect to this Agreement and the Model Mixed Use Projects, promptly following execution of this Agreement with respect to documents then in its possession or under its reasonable control, and promptly upon their completion with respect to any subsequently prepared documents.

Section 2.7 Disclosures. The Master Developer is required to make full disclosure to the Agency of its principals, officers, stockholders, partners, joint ventures, employees, other associates and all other pertinent information concerning the Master Developer and its associates after a DDA is drafted. The Master Developer shall also make full disclosure to the Agency of the methods of financing to be used in purchasing and developing the Site. The Master Developer's partners, joint venturers, development manager, architect, consultants, and site/design professionals are subject to the approval of the Agency. The Agency also reserves the right to approve any assignment of Master Developer's interests during the negotiation and implementation of this Agreement or the DDA.

While desiring to preserve its rights with respect to treatment of certain information on a confidential or proprietary basis, the Master Developer acknowledges that the Agency will need sufficient, detailed information about the proposed Model Mixed Use Projects (including, without limitation the financial information described in Section 2.2) to make informed decisions about the content and approval of the DDA. The Agency will work with the Master Developer to maintain the confidentiality of proprietary information subject to the requirements imposed on the Agency by the Public Records Act (Government Code Section 6250et seq.). The Master Developer acknowledges that the Agency may share information provided by the Master Developer of a financial and potential proprietary nature with third party consultants, Livermore City Council, and Agency Board members as part of the negotiation and decision making process. If this Agreement is terminated without the execution of an DDA, the City and the Agency shall return to the Master Developer any information submitted by the Master Developer under this Agreement.

Section 2.8 Environmental Review. An environmental impact report has been prepared as the environmental document for the adoption of the General Plan and Downtown Specific Plan (the "Plan EIR"). The Plan EIR was prepared as a "program" EIR pursuant to California Environmental Quality Act ("CEQA"). However, the Agency reserves the right to require further additional environmental review should the scope of the Proposal change during the course of negotiation of the DDA.

Section 2.9 Progress Reports. From time to time as reasonably agreed upon by the parties, each party shall make oral or written progress reports advising the other party on studies being made and matters being evaluated by the reporting party with respect to this Agreement and the Model Mixed Use Projects.

ARTICLE 3.
GENERAL PROVISIONS

Section 3.1 Limitation on Effect of Agreement. This Agreement shall not obligate the Agency or the Master Developer to enter into a DDA or to enter into any particular DDA. By execution of this Agreement, the Agency is not committing itself to or agreeing to undertake acquisition, disposition, or exercise of control over any property. Execution of this Agreement by the Agency is merely an agreement to conduct

a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent Agency Board and City Council action the final discretion and approval regarding the execution of a DDA and all proceedings and decisions in connection therewith. Any DDA resulting from negotiations pursuant to this Agreement shall become effective only if and after such DDA has been considered and approved by the Agency Board and, if required by law, the City Council of the City of Livermore, following conduct of all legally required procedures.

Section 3.2 Notices. Formal notices, demands and communications between the Agency and the Master Developer shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

Agency:	Redevelopment Agency of the City of Livermore 1052 S. Livermore Ave. Livermore, CA 94550 Attention: Community Development Director
Master Developer:	Eden Housing, Inc. 22645 Grand Street Hayward, CA 94541 Attention: Linda Mandolini, ExecutiveDirector

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 3.3 Right of Entry. During the Negotiating Period, the Agency grants to the Master Developer and the Master Developer's agents the right to enter upon the Sites for the exclusive purpose of conducting studies and investigations that will assist the Master Developer in performing its due diligence obligations hereunder. Such entry shall be made only during regular business hours and upon not less than two business days' advance telephonic or written facsimile notice to the Assistant Community Development Director for the City of Livermore.

Prior to exercise of the right of entry, the Master Developer shall provide the Agency with satisfactory evidence, in the form of a certificate of insurance, that the Master Developer's agents who obtain access to the Site are insured under comprehensive general liability and automobile liability insurance policy or policies terminable only after thirty (30) days' advance written notice to the Agency, each policy to be in an amount of not less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage. Each insurance policy shall name the

City and the Agency as an additional insured and shall contain a waiver of any right of subrogation against the City and the Agency.

The Master Developer shall indemnify and defend the City, the Agency, and their respective board or council members, officers, employees, agents, and designated volunteers (collectively the "Indemnified Parties") against, and hold the Indemnified Parties and the Sites harmless from and against, any and all costs, expenses (including, without limitation, attorneys' fees), damages, claims, liabilities, liens (including, without limitation, mechanics liens) encumbrances and charges arising out of or in any way related to any entry by the Master Developer or its agents upon the Site, but only to the extent such matters do not arise from the gross negligence or willful misconduct of the Agency or other Indemnified Party. The foregoing obligation of the Master Developer shall survive the expiration of this Agreement.

Section 3.4 Costs and Expenses. Each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement, and the performance of each party's obligations under this Agreement.

Section 3.5 No Commissions. Each party represents to the other that is has not retained the services of any broker, agent or finder with respect to the Sites or in connection with any matters relating to this transaction of the subject discussions, and agrees to hold the other party harmless from and against any claim for commission, fee, or other remuneration by any broker, agent, or finder under any claimed retainer for services with respect thereto. The Agency shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement or any DDA that may result from this Agreement, unless the Agency retains a broker, agent or finder.

Section 3.6 Defaults and Remedies.

(a) Default. Failure by either party to negotiate in good faith as provided in this Agreement shall constitute an event of default hereunder. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured ten (10) days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subsection (b).

(b) Remedies. In the event of an uncured default by the Agency, the Master Developer's sole remedy shall be to terminate this Agreement. Following such termination, neither party shall have any further right, remedy or obligation under this Agreement; provided, however, that the Master Developer's indemnification obligation pursuant to Section 3.3 shall survive such termination.

In the event of an uncured default by the Master Developer, the Agency's sole remedy shall be to terminate this Agreement. Following such termination, neither party shall have any right, remedy or obligation under this Agreement; provided, however, that

the Master Developer's indemnification obligation pursuant to Section 3.3 shall survive such termination.

Except as expressly provided above, neither party shall have any liability to the other for damages or otherwise for any default, nor shall either party have any other claims with respect to performance under this Agreement. Each party specifically waives and releases any such rights or claims they may otherwise have at law or in equity. The parties agree that, based upon the circumstances now existing, both known and unknown, it would be impractical or extremely difficult to establish the damages to the non-defaulting party by reason of a default by the defaulting party.

Section 3.7 Attorneys' Fees. The prevailing party in any action to enforce this Agreement shall be entitled to recover attorneys' fees and costs from the other party.

Section 3.8 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of the Agreement.

Section 3.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 3.10 Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matters of this Agreement.

Section 3.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date first above written.

Dated:

MASTER DEVELOPER:

EDEN HOUSING, INC.
a California nonprofit public benefit corporation

By: _____
Linda Mandolini
Its: _____
Executive Director

Dated: July 26, 2010

AGENCY:

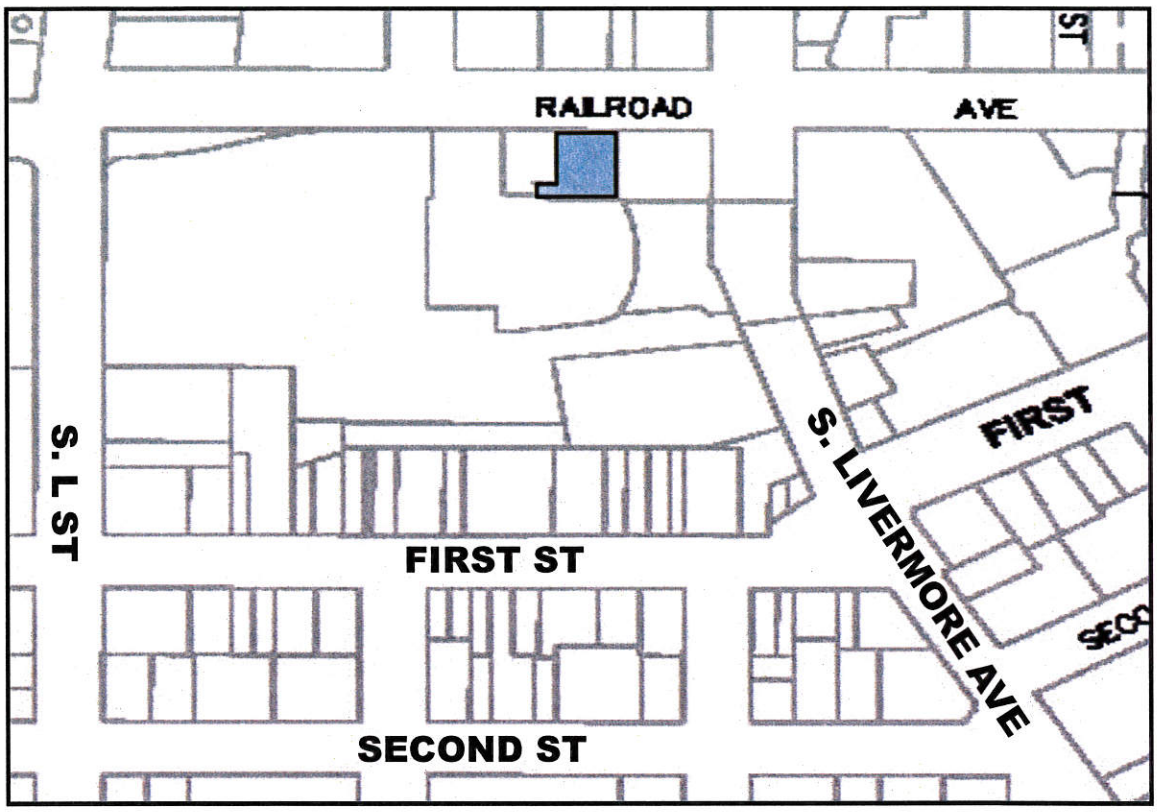
REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
a body corporate and politic

By: Linda Barton
Linda Barton
Executive Director

APPROVED AS TO FORM:

By: _____
General Counsel

EXHIBIT A.4



2139 Railroad Avenue
(former Kibler parcel)
APN: 098-0289-002-01

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089526 03/23/2011 04:17 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

7 PGS

CC:HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 098-0289-002-01

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title

[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a Public Body Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as Redevelopment Agency of the City of Livermore, a public body, corporate and politic

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERE OF, SUBJECT TO THE COVENANTS AND RESTRICTIONS IN EXHIBIT "B" ATTACHED HERETO.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared
_____

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

_____

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

EXHIBIT "A"

Real property in the City of Livermore, County of Alameda, State of California, described as follows:

A PORTION of Plots 17 and 18 in the Rancho El Valle de San Jose and portion of Lot 5 of Section 8 in Township 3 South, Range 2 East M.D.B. & M. bounded as follows:

BEGINNING at a point on the southeastern line of Railroad Avenue, distant thereon South 69° 30' West 110 feet from the southwestern line of Livermore Avenue, now South Livermore Avenue; running thence along said line of Railroad Avenue south 69° 30' West 70 feet; thence parallel with said line of South Livermore Avenue South 20° 30' East 78 feet; thence parallel with said line of Railroad Avenue South 69° 30' West 25.24 feet, more or less, to the southwestern line of the parcel of land described in the Deed of Gift by George E. Holt to Marian E. Lambert, et. al., recorded June 23, 1945, Series No. SS/39729, Book 4698 Or, Page 307, Alameda County Records; thence along the last mentioned line southeasterly 32.28 feet, more or less, to the northwestern line of the 100 foot right-of-way of the Central Pacific Railroad Company; thence along the last mentioned line North 69° 30' east 79.18 feet to the eastern line of said Lambert parcel of land; thence along the last mentioned line North 20° 30' west 106 feet to the point of beginning.

APN: 098-0289-002-01

EXHIBIT "B"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 098-0289-002-01) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:
Redevelopment Agency of the
City of Livermore, City Clerks Office
1052 So. Livermore Avenue
Livermore, CA 94550

2009202543 06/26/2009 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

3 PGS

cc: Engineering

Space Above This Line for Recorder's Use Only

NO FEE GOVT CODE 27383

09-372

A.P.N.: 098-0289-002-01

File No.: 0131-614586ala (DB)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX $**Exempt - R&T 11922 Sale to Governmental Agency**; CITY TRANSFER TAX $;
SURVEY MONUMENT FEE $

[ ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; [x] City of **Livermore**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **George L. Kibler and Doris S. Kibler, Trustees of the George and Doris Kibler Living Trust, dated February 5, 2008**

hereby GRANTS to **Redevelopment Agency of the City of Livermore, a public body, corporate and politic**

the following described property in the City of **Livermore**, County of **Alameda**, State of **California**:

A PORTION of Plots 17 and 18 in the Rancho El Va11e de San Jose and portion of Lot 5 of Section 8 in Township 3 South, Range 2 East M.D.B. & M. bounded as follows:

BEGINNING at a point on the southeastern line of Railroad Avenue, distant thereon South 69° 30' West 110 feet from the southwestern line of Livermore Avenue, now South Livermore Avenue; running thence along said line of Railroad Avenue south 69° 30' West 70 feet; thence parallel with said line of South Livermore Avenue South 20° 30' East 78 feet; thence parallel with said line of Railroad Avenue South 69° 30' West 25.24 feet, more or less, to the southwestern line of the parcel of land described in the Deed of Gift by George E. Holt to Marian E. Lambert, et. al., recorded June 23, 1945, Series No. SS/39729, Book 4698 Or, Page 307, Alameda County Records; thence along the last mentioned line southeasterly 32.28 feet, more or less, to the northwestern line of the 100 foot right-of-way of the Central Pacific Railroad Company; thence along the last mentioned line North 69° 30' east 79.18 feet to the eastern line of said Lambert parcel of land; thence along the last mentioned line North 20° 30' west 106 feet to the point of beginning.

Attachment B Attached Hereto

City Clerk's Office
JUL 14 2009
City of Livermore

Mail Tax Statements To: **SAME AS ABOVE**

Date: **06/19/2009**

A.P.N.: 098-0289-002-01

File No.: 0131-614586ala (DB)

Dated: **06/19/2009**

George L. Kibler and Doris S. Kibler,
Trustees of the George and Doris Kibler
Living Trust, dated February 5, 2008

George L. Kibler, Trustee

Doris S. Kibler, Trustee

STATE OF California)SS
COUNTY OF Alameda)

On June 19, 2009, before me, Diane E. Burton, Notary Public, personally appeared George L. Kibler and Doris S. Kibler, 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.

DIANE E. BURTON
COMM. #1828460
NOTARY PUBLIC • CALIFORNIA
ALAMEDA COUNTY
Comm. Exp. DEC. 27, 2012

Signature

My Commission Expires: Dec. 27, 2012

This area for official notarial seal

Notary Name: Diane E. Burton

Notary Phone: 925/738-4050

Notary Registration Number: 1828460

County of Principal Place of Business: Alameda

Attachment B

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, APN 098-0289-002-01 dated 6/19/09, from George L. Kibler and Doris S. Kibler, Trustees of the George and Doris Kibler Living Trust, to the Redevelopment Agency of the City of Livermore, a public body corporate and politic, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: June 3, 2009

Susan Gibbs, Interim City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

09-209
C

COOPERATION AND REPAYMENT AGREEMENT
(2139 Railroad Avenue—Kibler Property)

This Agreement is entered into as of the 11 day of May 2009, by and between the City of Livermore, a municipal corporation ("City") and the Redevelopment Agency of the City of Livermore, a body corporate and politic ("Agency") regarding the purchase of the property located at 2139 Railroad Avenue, Livermore, California ("Property").

RECITALS

A) The Amended and Restated Redevelopment Plan for the Livermore Redevelopment Project, was adopted on July 12, 1982, by Ordinance No. 1114 (Original Project Area) and thereafter amended and restated December 21, 1992, by Ordinance No. 1398 (Expansion Area); amended November 14, 1994, by Ordinance No. 1435 (Establishing and Amending Certain Time Limits – AB 1290); amended August 11, 2003, by Ordinance No. 1696 (Eliminating Certain Time Limits – SB 211); amended November 10, 2003, by Ordinance No. 1703 (Amending Certain Time Limits); and amended October 11, 2004, by Ordinance No. 1739 (Second Amendment), collectively referred to in this Agreement as the "Redevelopment Plan," affecting the Livermore Redevelopment Project Area (the "Project Area").The Agency is vested with the responsibility for formulating and carrying out necessary redevelopment projects within the Project Area.

B) The Downtown Specific Plan identifies public improvement strategies that are integral to Downtown's envisioned revitalization, including the establishment of a catalyst zone at Livermore Village, identifying the Property as a location for immediate investment. The Downtown Specific Plan strategy relies on the City as an early investor in its own revitalization effort, by participating in key projects or opportunity sites that will make a difference in Downtown, specifically, the development of Livermore Village and neighboring properties, which would maximize project affordability and potential tax increment.

C) The City and the Agency desire to enter into this Agreement for the following purposes:

i) To set forth activities, services, and facilities that the City will render for and make available to the Agency in furtherance of the activities and functions of the Agency under the Community Redevelopment Law in connection with the Property; and

ii) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency for the Property.

AGREEMENT

1. PURPOSE

The purpose of this Agreement is to establish a mechanism for repayment of the consideration provided by the City for site acquisition and pre-development expenses for the Property, as more fully set forth in Section 4, in order to facilitate the redevelopment of the Property.

2. REPAYMENT AMOUNT

The City agrees to provide a loan to the Agency in the amount of up to $1,370,000 (One Million Three Hundred Seventy Thousand Dollars) from F611 (Housing Trust Fund) to assist with the purchase of the Property, including escrow fees, legal fees, carrying costs, operating costs and property maintenance and management.

3. TERM OF AGREEMENT

Subject to Section 4 below, this Agreement shall be in full force and effect for a period beginning as of the date first above written and continuing until the earlier of (i) all repayment obligations of the Agency to the City are satisfied in full in accordance with the terms of this Agreement, or (ii) April 13, 2019.

4. REPAYMENT

For value received, the Agency agrees to pay to the City the principal amount of the City Loan or so much thereof as may be disbursed by the City to the Agency. The Agency also agrees to pay to the City interest and other charges in the amounts on or before the times herein provided.

a. Annual Payment. Beginning with fiscal year 2013/2014, the Agency shall repay the Loan in ten (10) annual installments (the "Agency Payment") on or before January 31 of each fiscal year (the "Payment Date") from funds generated by tax increment arising out of the redevelopment of the Property. However, if the Property is sold or disposed of by the Agency the full amount of the outstanding principal and interest due under this Agreement shall be paid within 60 days of sale or disposition by the Agency.

b. Interest. The principal balance of this Note shall bear simple interest from the date of disbursement until repaid in full at the Local Agency Investment Fund rate applicable during the period the interest is accruing.

c. New Payment Schedule. If on December 31, 2023 the Agency determines that the tax increment generated by the Property will be insufficient to repay the remaining principal balance and accrued interest of the Loan in full, the City and the Agency shall meet and negotiate in good faith a new method for the repayment of the Loan.

d. Application of Payments. All payments received by the City from the Agency shall be applied first to accrued interest and then to a reduction of the outstanding

principal amount.

e. Prepayment Policy. Agency may prepay this Loan at any time without penalty.

5. SUBORDINATION

It is agreed by the parties hereto that all repayments to the City pursuant to this Agreement are subordinated to any and all payments necessary to satisfy existing debt of the Agency and to any and all payments necessary to satisfy the Agency's obligations in connection with existing bonds or bonds which may be issued in the future or to the extent necessary for any bonded indebtedness for which the Agency has pledged as a security or source of repayment tax increment generated within the Project Area.

6. INDEBTEDNESS

The Agency's obligations under this Agreement shall constitute an indebtedness of the Agency within the meaning of Health and Safety Code Section 33670 et seq.

7. VALIDITY OF AGREEMENT

If any provisions of this Agreement, or the application thereof to any person, party, transaction, or circumstance, is held invalid, the remainder of this Agreement, or the application of such provision to other persons, parties, transactions or circumstances, shall not be affected thereby.

8. AMENDMENT

This Agreement may be amended provided such amendment is in writing and is signed by both parties to this Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Livermore, as authorized by resolution of the City Council of the City of Livermore, has caused the name of the City of Livermore to be affixed to this Agreement, and the Executive Director of the Livermore Redevelopment Agency, as authorized by resolution of the Agency, has caused the name of the Redevelopment Agency of the City of Livermore to be affixed to this Agreement on the above date.

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE	CITY OF LIVERMORE
By: Linda Barton	By: Linda Barton
Executive Director	City Manager
Approved as to form:	Approved as to form:
William J. Porzio	William J. Porzio
General Counsel	City Attorney

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A COOPERATION AGREEMENT WITH THE CITY OF LIVERMORE TO ACCEPT A LOAN NOT TO EXCEED $1,370,000 IN HOUSING TRUST FUNDS (FUND 611) FOR THE PURCHASE OF REAL PROPERTY AND THE RELOCATION BENEFITS OF THE BUSINESS, CIRCUIT TEST, LOCATED AT 2139 RAILROAD; AND, EXECUTING A PURCHASE AND SALE AGREEMENT AND FULL SETTLEMENT AND RELEASE IN THE AMOUNT $1,360,000 WITH GEORGE KIBLER RELATED TO THE ACQUISITION OF PROPERTY LOCATED AT 2139 RAILROAD AVENUE, ESCROW COSTS, OPERATING COSTS, AND RELOCATION COSTS ASSOCIATED WITH THE BUSINESS CIRCUIT TEST

It is desirable for the Redevelopment Agency of the City of Livermore (Agency) to purchase the real property located at 2139 Railroad Avenue (APN 098-0289-002-01) from George Kibler and provide relocation benefits to George Kibler, owner of Circuit Test, the business located at 2139 Railroad; in the amount of $1,360,000; and, to borrow Housing Trust Funds (F611) in an amount not to exceed $1,370,000 from the City for that purpose, including the administrative and transactional costs associated with the purchase and settlement.

IT IS RESOLVED by the Redevelopment Agency of the City of Livermore that the Executive Director on behalf of the Redevelopment Agency is authorized to:

Enter into a Cooperation Agreement with the City of Livermore to borrow an amount not to exceed $1,370,000 in Housing Trust Funds (F611) from the City for the purchase of 2139 Railroad Avenue and all claims for relocation benefits and services associated with Circuit Test; and

BE IT FURTHER RESOLVED by the Redevelopment Agency of the City of Livermore that the Executive Director on behalf of the Redevelopment Agency is authorized to:

Execute the Purchase and Sale Agreement and Full Settlement and Release with George Kibler related to the acquisition of property located at 2139 Railroad Avenue and the associated relocation benefits and services of the business Circuit Test in the amount not to exceed $1,370,000; and, sign all related documents.

On the motion of Agencymember Horner, seconded by Agencymember Leider, the foregoing resolution was passed and adopted on the 11th day of May, 2009, by the following vote:

AYES: Agencymembers Horner, Leider, Vice Chair Marchand, Chairperson Kamena
NOES: None
ABSENT: Agencymember Williams
ABSTAIN: None

ATTEST:

INTERIM SECRETARY
SUSAN GIBBS

APPROVED AS TO FORM:

AGENCY GENERAL COUNSEL
JOHN J. POMIDOR

DATE: May 12, 2009

RESOLUTION NO. RA-2009-011

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING ENTERING INTO A COOPERATION AGREEMENT WITH THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE TO LOAN THE AGENCY AN AMOUNT NOT TO EXCEED $1,370,000 IN HOUSING TRUST FUNDS (FUND 611) FOR THE PURCHASE OF 2139 RAILROAD AVENUE (APN 098-0289-002-01), ESCROW COSTS, OPERATING COSTS AND RELOCATION COSTS ASSOCIATED WITH CIRCUIT TEST

The Redevelopment Agency desires to borrow an amount not to exceed $1,350,000 from the City for the purchase of the property located at 2139 Railroad Avenue and all claims for relocation benefits and services associated with Circuit Test, including but not limited to actual moving expenses, potential loss of goodwill, and compensation for immovable furnishings, fixtures and equipment and associated costs incurred or to be incurred as a result thereof.

BE IT RESOLVED by the City Council of the City of Livermore that the City Manager is authorized on behalf of the City of Livermore to:

1. Appropriate $1,370,000 in Housing Trust funds (F611) to loan the Redevelopment Agency of the City of Livermore to cover costs associated with the acquisition of the property located at 2139 Railroad Avenue.

2. Enter into a Cooperation and Repayment Agreement with the Redevelopment Agency to loan the Agency up to $1,370,000 for the purchase of 2139 Railroad Avenue and the associated relocation benefits and services of the business Circuit Test.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that the City Manager is authorized to sign all documents as may be necessary to assist the Redevelopment Agency of the City of Livermore with the purchase of the property located at 2139 Railroad Avenue.

On the motion of Councilmember Horner, seconded by Councilmember Leider, the foregoing resolution was passed and adopted on the 11th day of May, 2009, by the following vote:

AYES: Councilmembers Horner, Leider, Vice Mayor Marchand, Mayor Kamena
NOES: None
ABSENT: Councilmember Williams
ABSTAIN: None

ATTEST & DATE:

INTERIM CITY CLERK
SUSAN GIBBS

APPROVED AS TO FORM:

CITY ATTORNEY
JOHN J. POMIDOR

DATE: May 12, 2009

RESOLUTION NO. 2009-086

ASSESSOR'S MAP 98

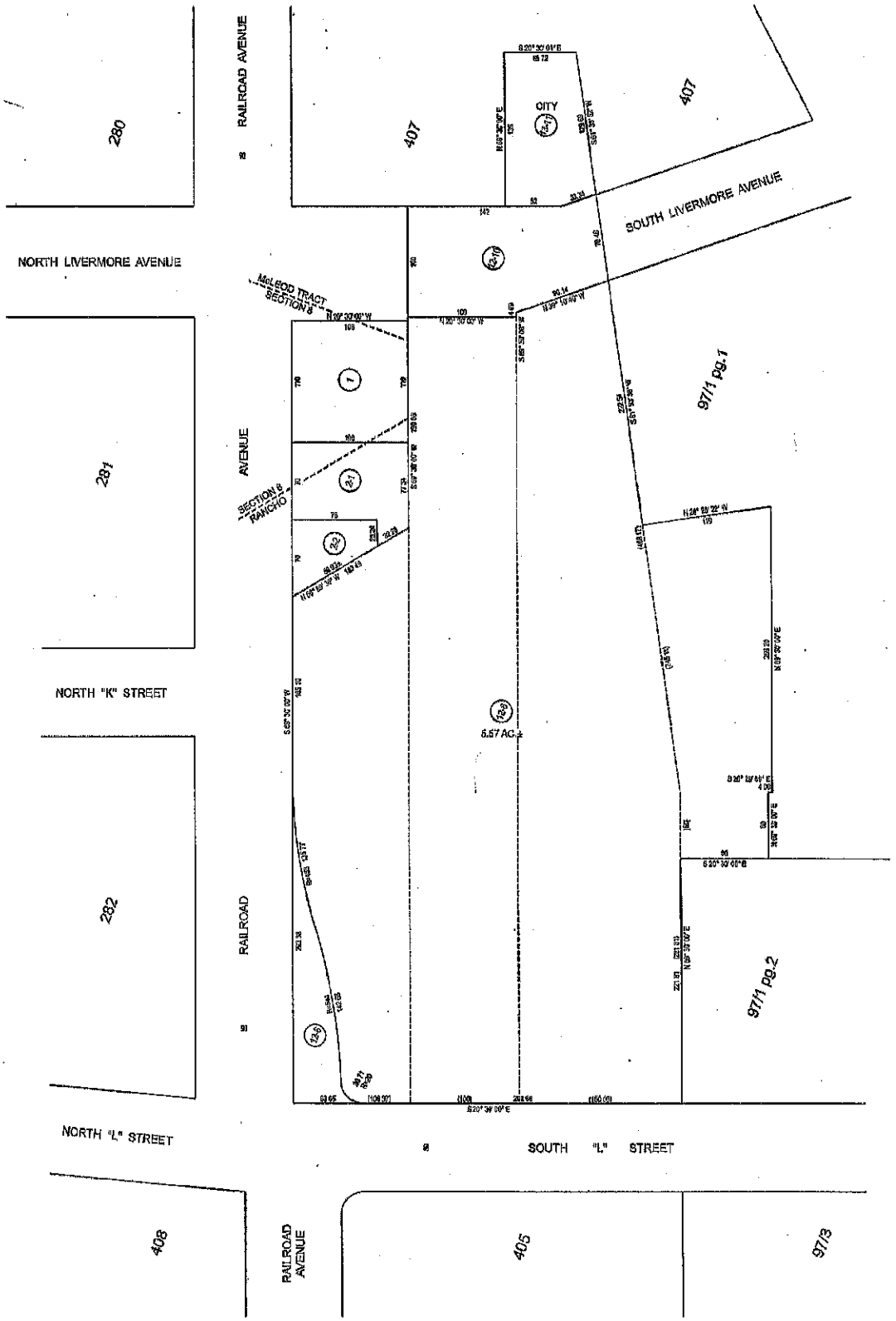
Code Area Nos. 16-023

289

SCALE: 1" = 50'

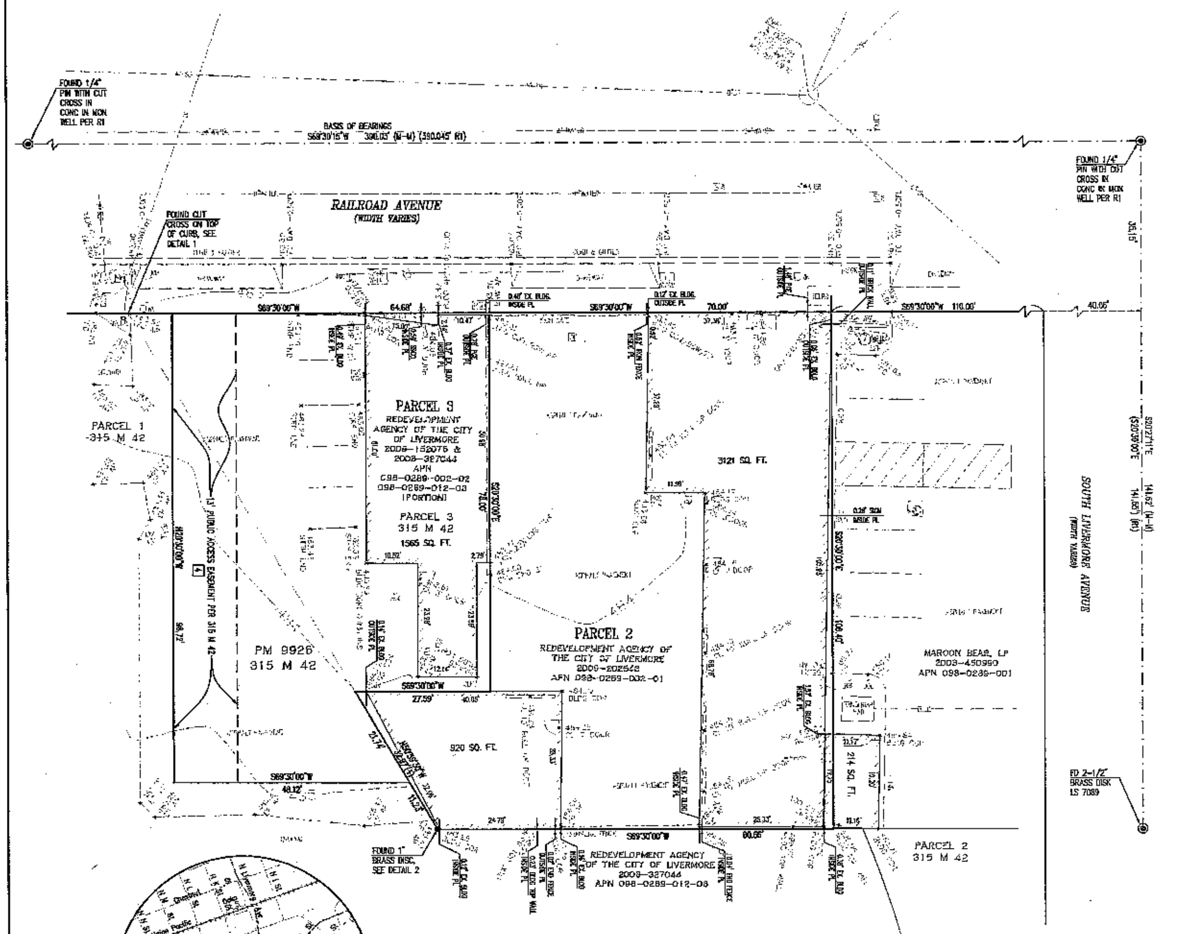
(A) Map of Subdivision of Rancho el Valle de San Jose
Portion A - Por. Plot 18 40/916

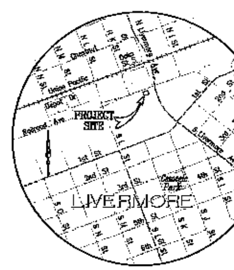
(B) Portion of S. E. ¼ of Section 8, T.3 S., R.2 E.
Map of the McLeod Tract 8/2



DRAWN: 03-20-08 LL REVISED:

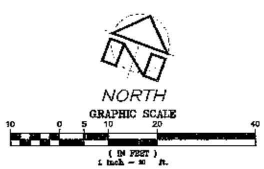
SBE: 56, 57 REF: R.8.678 (2/30 HPN: 17 IND PG: 3, 4

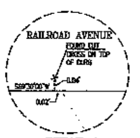




VICINITY MAP

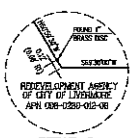
NOT TO SCALE





DETAIL 1

NOT TO SCALE



DETAIL 2

NOT TO SCALE

LEGEND

SYMBOLS	DESCRIPTION	SYMBOLS	DESCRIPTION
	BOUNDARY – SUBJECT PROPERTY		DRIVEWAY
	RIGHT-OF-WAY LINE		END CURVE
	INTERIOR PROPERTY LINE		EXISTING
	ADJOINERS PROPERTY LINE		EDGE OF PAVEMENT
	MONUMENT LINE		FLOW LINE
	CENTERLINE		GRADE BREAK
	BUILDING LINE		GROUND
	LIP GUTTER		HANDICAP SIGN
	CURB LINE		METER
	FOUND MONUMENT AS NOTED		TOP FACE OF CURB
	WATER VALVE		TOP OF PAVEMENT
	WATER METER		TRANSFORMER PAD
	SANITARY SEWER CLEANOUT		TREE WELL
	SANITARY SEWER MANHOLE		STRIPE
	PACIFIC GAS AND ELECTRIC		RETURN
	BOLLARD		CENTERLINE
	TELEVISION CABLE BOX		HIGH POINT
	TELEPHONE PULL BOX		FACE OF WALL
	GAS VALVE		WATER LINE
	JOINT POLE		SEWER LINE
	SIGN		ELECTRIC LINE
	STREET LIGHT		GAS LINE
	STREET LIGHT PULL BOX		CHAIN LINK FENCE (CLF)
	ASPHALT CONCRETE		IRON FENCE
	ANGLE POINT		CONTOUR LINE
	CONCRETE	(M-M)	MONUMENT TO MONUMENT
	BACK OF FACE OF WALL	(M-INT)	MONUMENT TO INTERSECTION
	BACK FLOW PREVENTOR	PL	PROPERTY LINE
	BUILDING	(T)	TOTAL
	BEGIN	A.P.N.	ASSESSOR PARCEL NUMBER
	BRICK	SQ. FT.	SQUARE FOOT
	BACK OF SIDEWALK		

NOTES

1. EASEMENTS AND/OR RIGHTS OF WAY ARE SHOWN HEREON PER THE PTR. OTHER EASEMENTS AND/OR RIGHTS OF WAY OF RECORD, IF ANY, ARE NOT SHOWN HEREON.
2. PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 0342G MAP NUMBER 06001C0342G DATED AUGUST 3, 2009. THE PREMISES IS WITHIN "ZONE X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
3. THE STREET ADDRESS OF THE SUBJECT PROPERTY IS 2121 AND 2139 RAILROAD AVENUE, LIVERMORE, CALIFORNIA.
4. THE GROSS LAND AREA OF PARCEL TWO IS 7994 SQUARE FEET, OR .183 ACRES, MORE OR LESS. THE GROSS LAND AREA OF PARCEL THREE IS 5842 SQUARE FEET, OR 0.134 ACRES, MORE OR LESS. TOTAL LAND AREA IS 13,836 SQUARE FEET, OR 0.317 ACRES.
5. DATE OF FIELD SURVEY: FEBRUARY 1, 2011 THROUGH FEBRUARY 5, 2011 AS TO THE BOUNDARY AND TOPOGRAPHIC SURVEYS OF THE SUBJECT PROPERTY.
6. THERE ARE 6 PARKING SPACES LOCATED ON THE PROPERTY.
7. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
8. THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
9. UTILITY JURISDICTIONS / PROVIDERS ARE AS FOLLOWS:

STORM DRAINS:	CITY OF LIVERMORE
SANITARY SEWER:	CITY OF LIVERMORE
WATER:	CITY OF LIVERMORE
ELECTRICITY:	PACIFIC GAS & ELECTRIC CO.
NATURAL GAS:	PACIFIC GAS & ELECTRIC CO.
TELEPHONE:	AT&T

ZONING / SETBACK REQUIREMENTS

PER THE CITY OF LIVERMORE ZONING MAP, THE PROPERTY IS LOCATED IN THE DOWNTOWN SPECIFIC PLAN ZONING DISTRICT, DOWNTOWN CORE PLAN AREA.

REFERENCE IS MADE HERE TO THE CITY OF LIVERMORE; DOWNTOWN SPECIFIC PLAN, CHAPTER 5 "DEVELOPMENT STANDARDS", AS TO THE PARTICULARS REGARDING DEVELOPMENT REQUIREMENTS / RIGHTS AND USES, BUILDING HEIGHT LIMITATION, BUILDING SETBACK REQUIREMENTS, ET. AL. FOR THE DOWNTOWN CORE AREA

THE ZONING REQUIREMENTS ARE SUMMARIZED BELOW:

FRONT SETBACK (RESIDENTIAL):	MINIMUM = 0', MAXIMUM = 20'
SIDE SETBACK:	MINIMUM = 0', MAXIMUM = 10'
REAR SETBACK:	NO REQUIREMENTS
MINIMUM HEIGHT ALLOWED:	20'
MAXIMUM HEIGHT ALLOWED:	45'

BENCHMARK

FOUND CITY OF LIVERMORE MONUMENT PIN AT THE INTERSECTION OF RAILROAD AVENUE AND "L" STREET, ELEVATION = 480.087 FEET, CITY OF LIVERMORE 2K DATUM.

BASIS OF BEARING

BASIS OF BEARINGS TAKEN AS NORTH 69°30'15" EAST BETWEEN THE FOUND CITY MONUMENTS ALONG RAILROAD AVENUE AS SHOWN ON PARCEL MAP 9926 (315 PM 41), ALAMEDA COUNTY RECORDS.

RECORD REFERENCES

R1) PARCEL MAP 9926, IN BOOK 315 OF MAPS, PAGE 42, ALAMEDA COUNTY RECORDS.

SURVEYOR'S CERTIFICATE

TO REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, EDEN HOUSING, INC., AND NORTH AMERICAN TITLE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 2, 3, 4, 5, 6, 7(A), 7(B), 8, 9, 10, 11(A), 15, 16, 17 AND 18 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

PAUL CANUMAY / P.L.S. 3272
LICENSE EXPIRES: 6/30/2012
FOR LUK & ASSOCIATES, INC.

FEBRUARY 28, 2011
DATE

LICENSED LAND SURVEYOR
PAUL CANUMAY
No. PLS 3272
Exp. 6-30-12
STATE OF CALIFORNIA

TITLE REPORT

THE TITLE REPORT AS SUPPLIED BY THE CLIENT AND USED IN THIS SURVEY WAS ISSUED BY NORTH AMERICAN TITLE COMPANY, PRELIMINARY REPORT ORDER NO. 54605-1052810-11, AMENDED, EFFECTIVE DATE: DECEMBER 10, 2010 AT 7:30 A.M., REFERRED TO HEREON AS THE "PTR".

TITLE OR INTEREST VESTED IN:

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, A PUBLIC BODY CORPORATE AND POLITIC

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, CITY OF LIVERMORE, AND IS DESCRIBED AS FOLLOWS:

PARCEL TWO:

A PORTION OF PLOTS 17 AND 18 IN THE RANCHO EL VALLE DE SAN JOSE AND PORTION OF LOT 5 OF SECTION 8 IN TOWNSHIP 3 SOUTH, RANGE 2 EAST M.D.B. AND M. BOUNDED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERN LINE OF RAILROAD AVENUE, DISTANT THEREON SOUTH 69°30' WEST 110 FEET FROM THE SOUTHWESTERN LINE OF LIVERMORE AVENUE, NOW SOUTH LIVERMORE AVENUE; RUNNING THENCE ALONG SAID LINE OF RAILROAD AVENUE SOUTH 69°30' WEST 70 FEET; THENCE PARALLEL WITH SAID LINE OF SOUTH LIVERMORE SOUTH 20°30' EAST 78 FEET; THENCE PARALLEL WITH SAID LINE OF RAILROAD AVENUE SOUTH 69°30' WEST 25.24 FEET, MORE OR LESS, TO THE SOUTHWESTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED OF GIFT BY GEORGE E. HOLT TO MARIAN E. LAMBERT, ET. AL., RECORDED JUNE 23, 1945, SERIES NO. SS/39729, BOOK 4693 OR, PAGE 307, ALAMEDA COUNTY RECORDS; THENCE ALONG THE LAST MENTIONED LINE SOUTHEASTERLY 32.28 FEET, MORE OR LESS, TO THE NORTHWESTERN LINE OF THE 100 FOOT RIGHT-OF-WAY OF THE CENTRAL PACIFIC RAILROAD COMPANY; THENCE ALONG THE LAST MENTIONED LINE NORTH 69°30' EAST 79.16 FEET TO THE EASTERN LINE OF SAID LAMBERT PARCEL OF LAND; THENCE ALONG THE LAST MENTIONED LINED NORTH 20°30' WEST 106 FEET TO THE POINT OF BEGINNING.

APN: 098-0289-01

PARCEL THREE:

PARCEL 3 OF PARCEL MAP NO. 9926, FILED FEBRUARY 23, 2010, IN BOOK 315 OF PARCEL MAP, PAGES 41 AND 42, ALAMEDA COUNTY RECORDS.

APN: 098-0289-002-02 (A PORTION)
APN: 098-0289-012-08 (A PORTION)

EXCEPTIONS (PARCEL TWO)

[1] THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENTS ENTITLED DISPOSITION AND DEVELOPMENT AGREEMENT (REGIONAL PERFORMING ARTS THEATER) EXECUTED BY AND BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE AND LIVERMORE VALLEY PERFORMING ARTS CENTER RECORDED MAY 21, 2009 AS INSTRUMENT NO. 2009161756 OF OFFICIAL RECORDS.

DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED DECEMBER 28, 2009 AS INSTRUMENT NO. 2009-389845 OF OFFICIAL RECORDS (EXC. 6)

EXCEPTIONS (PARCEL THREE)

[2] THE FACT THAT THE LAND LIES WITHIN THE BOUNDARIES OF THE CITY OF LIVERMORE REDEVELOPMENT PROJECT AREA, AS DISCLOSED BY VARIOUS DOCUMENTS OF RECORD (EXC. 7).

[3] THE TERM AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "NOTICE OF AFFORDABILITY RESTRICTION ON TRANSFER OF PROPERTY AND DECLARATION OF COVENANTS AND RESTRICTIONS" RECORDED JANUARY 29, 2009 AS INSTRUMENT NO. 2009028632 OF OFFICIAL RECORDS (EXC. 8).

[4] ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY THE FILED OR RECORDED MAP REFERRED TO IN THE LEGAL DESCRIPTION, INCLUDING BUT NOT LIMITED TO:

EASEMENTS FOR PUBLIC ACCESS AND INCIDENTAL PURPOSES AFFECTING THE WESTERLY 13 FEET OF SAID LAND (EXC. 9).

[5] THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DISPOSITION AND DEVELOPMENT AGREEMENT" RECORDED MAY 21, 2009 AS INSTRUMENT NO. 09-161756 OF OFFICIAL RECORDS.

DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED DECEMBER 18, 2009 AS INSTRUMENT NO. 2009-389845 OF OFFICIAL RECORDS (EXC. 10).

A.L.T.A. / A.C.S.M. LAND TITLE SURVEY

FOR

EDEN HOUSING

BEING A PORTION OF PLOTS 17 AND 18 IN THE RANCHO EL VALLE DE SAN JOSE AND PORTION OF LOT 5 OF SECTION 8 IN TOWNSHIP 3 SOUTH, RANGE 2 EAST AND PARCEL 3 OF PARCEL MAP NO. 9926, FILED FEBRUARY 23, 2010, IN BOOK 315 OF PARCEL MAP, PAGES 41 AND 42, ALAMEDA COUNTY RECORDS.

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

SCALE: 1" = 10' FEBRUARY 2011

PREPARED BY

LUK AND ASSOCIATES
CIVIL ENGINEER – LAND PLANNERS – LAND SURVEYORS
738 ALFRED NOBEL DRIVE
HERCULES, CALIFORNIA 94547
(510) 724-3388

SHEET 1
JOB NO.: 11008S11

PLOT DATE: FEBRUARY 28, 2011

F:\Jobs\FILE2011\11008S11\2121 and 2139 Railroad Avenue, Livermore\ALTA\ALTA-11008S11.dwg

11-037

FORMAL AMENDMENT TO EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (2047 First Street, 2121 and 2139 Railroad)

This formal amendment ("Formal Amendment") is entered into as of this 28 day of February, 2011 by and between the Redevelopment Agency of the City of Livermore, a public body corporate and politic ("Agency") and Eden Housing, Inc. a California nonprofit public benefit corporation ("Master Developer") on the basis of the following facts:

RECITALS

A. On July 26, 2010, the Agency and Master Developer entered into an Exclusive Negotiating Rights Agreement("ENRA") to design and construct two scattered site mixed-use housing and retail/commercial projects on Site A (2047 First Street) and Site B (2121 and 2139 Railroad Avenue) ("Model Mixed Use Projects").

B. The Agency and Master Developer are continuing to negotiate a Disposition and Development Agreement ("DDA") for the Model Mixed Use Projects.

C. Section 1.2 in the ENRA authorizes the Executive Director to extend the negotiating period for the preparation and execution of a DDA to present to the Agency's Board for consideration. That section also authorizes the Agency's Board to extend the negotiating period by formal amendment if additional time is needed to complete the DDA.

D. The Agency and Master Developer have made significant progress and are nearing completion of the DDA. However, the Executive Director has exhausted her authority to extend the negotiating period, and a formal amendment to the ENRA is now necessary to extend the negotiating period further.

E. The Agency and Master Developer desire to amend the ENRA to extend the negotiating period to for a period of ninety (90) days, commencing on the date this Formal Agreement is executed by the Agency, so that they may finalize project details to be outlined in the DDA, including unit count, population, and ground floor use.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. This Formal Amendment hereby extends the negotiating period in the ENRA for a period of ninety (90) days, commencing on the date this Formal Amendment is executed by the Agency. In the event a DDA is signed by the Master Developer, which is supported by the Executive Director for the Agency, but not approved by the Agency Board, then this Agreement will be

extended sixty (60) days to allow for legal noticing, conducting of the required public hearings, preparation of reports and formal consideration by the Agency Board.

2. This Agreement and all rights and obligations of the Master Developer may be assigned by the Master Developer to a controlled affiliate of the Master Developer, such as Eden Development, Inc. or Eden Investments, Inc. Prior to such assignment, the Master Developer shall deliver to the Agency a copy of the transferee's organizational documents (Articles of Incorporation, Bylaws, 501(c)(3) determination letter, and good standing certificate).

3. This Formal Agreement constitutes the entire agreement of the parties regarding the Board's extension of the negotiating period. This Formal Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

4. Except as amended above, the ENRA remains in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date first above written.

Dated: 2/15/11

MASTER DEVELOPER:

EDEN HOUSING, INC.
A California nonprofit public benefit corporation

By: _____
Terese McNamee, Acting Executive Director

Dated: February 28, 2011

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, a public body corporate and politic

By: _____
Linda Barton, Executive Director

APPROVED AS TO FORM:

By: _____
Agency General Counsel, Asst.

10-242

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(2047 First Street, 2121 & 2139 Railroad)

This Exclusive Negotiating Rights Agreement ("Agreement") is entered into as of this 26 day of July, 2010 by and between the Redevelopment Agency of the City of Livermore, a body politic and corporate ("Agency"), and Eden Housing, Inc., ("Master Developer") a California nonprofit public benefit corporation, on the basis of the following facts:

RECITALS

A. The Agency is responsible for implementation of the Amended and Restated Redevelopment Plan for the Livermore Redevelopment Project ("Redevelopment Plan") to redevelop the City of Livermore Redevelopment Project Area ("Project Area") consistent with the policies and standards of the General Plan of the City of Livermore. The goals for the Redevelopment Plan include alleviation of blighting conditions and the stimulation of economic development activities in the Project Area.

B. The Agency has identified a community need to stimulate Downtown targeted redevelopments, demonstrate to investors the possibilities of downtown, and to encourage redevelopment in the Revitalization Zone and the Unified Project Area in the Downtown area.

C. To meet that need, the Agency has identified mixed-use housing and retail/commercial developments as a significant component of Livermore Village Site development and the First Street Downtown Core Area in the Downtown Specific Plan ("DSP") which is within the Redevelopment Project Area and shown on the map attached to this Agreement as Exhibit A ("Sites A & B"). The sensitive and creative development of Sites A&B is a key component of the redevelopment of the Project Area and of great importance to the community.

Site A (2047 First Street) is approximately 2,500 square feet and located in the Downtown Core of the DSP, and is owned by the Agency. Development of Site A is intended demonstrate a model for downtown core mixed-use housing and retail development. The Agency intends for this project to incorporate the affordable residential development goals within the Project Area. In addressing these goals, forty-nine percent (49%) of the residential units should be reserved for a mix of low and very-low income residents, including special needs residents. The developer may make additional units affordable at their own option.

Development of Site B will require the consolidation of two existing parcels (2121 and 2139 Railroad Avenue) including a lot line adjustment for the total development of approximately 12,269 square feet. The proposed Site B is located within the Downtown Core of the DSP and is owned by the Agency. The Development of Site B is intended to serve as a model mixed use project and catalyst for future downtown mixed-use development in the Livermore Village Site. Site B is bordered by the historic Blacksmith

Square retail complex, the future site of the Regional Livermore Performing Arts Center and the Livermore Village Site which will incorporate approximately 250 residential units. All proposed commercial and residential uses must be sensitive and compatible with the surrounding businesses and neighboring uses. Special design consideration must be given to incorporate the historic elements of neighboring Blacksmith Square, existing design for the Regional Performing Arts Center, and the high visibility of the project to future neighboring projects including the public plaza and Livermore Village development.

D. The Master Developer will design and construct two scattered site mixed-use housing and retail/commercial projects ("Model Mixed Use Projects") on Sites A & B consistent with the requirements of this Agreement, the Redevelopment Plan, the DSP and any Development and Disposition Agreement ("DDA") which is negotiated between the parties.

E. The development of the Model Mixed Use Projects on Sites A&B in the Project Area will further the Agency's goals of providing an economic stimulus for the businesses, increasing the number of residential units in the Project Area and will assist in ameliorating blighting influences and spur development in the Project Area.

F. The purpose of this Agreement is to establish procedures and standards for the negotiation by the Agency, City, and the Master Developer of a DDA pursuant to which the Master Developer will conduct specified development activities related to the Site, including but not limited to constructing the Model Mixed Use Projects. In negotiating the development plan for the Site and for the construction of the Model Mixed Use Projects, the Master Developer and the Agency will cooperate to achieve the following Objectives:

1. Maximizing land use of the Site consistent with the Redevelopment Plan and Downtown Specific Plan ("RP/DSP"), and minimizing the financial commitment by the Agency for the Site A&B Projects.

2. The Master Developer's assembly of a qualified and proven development team, that meets with the Agency's approval, to satisfy the RP/DSP goals for the Site and vision for Model Mixed Use Projects.

3. Completing the Model Mixed Use Project in a timely and efficient manner, including meeting timelines and milestones for the application of funding for construction and permanent financing for the project.

4. Constructing the Model Mixed Use Project consistent with any City entitlements and requirements specific to the individual site needs for the Model Mixed Use Project, including the RP/DSP.

5. Providing on site amenities for Site B such as services and recreational space for the residents.

G. As more fully set forth in Sections 1.5 and 3.1, the Master Developer acknowledges and agrees that this Agreement in itself does not grant the Master Developer the right to develop the Model Mixed Use Project, nor does it obligate the Master Developer to any activities or costs to develop the Model Mixed Use Projects, except for the preliminary analysis and negotiations contemplated by this Agreement.

H. The Master Developer has performed site visits, and reviewed the Agency's Request for Qualifications, and tentatively found the Site and Model Mixed Use Projects acceptable.

I. The Agency is willing to restrain from further marketing of the Site for acquisition and construction of the Model Mixed Use Projects by other parties during a specified time period in order to have discussions with the Developer on the Developer's possible acquisition and construction of the Model Mixed Use Projects on the Site, with the goal of negotiating the terms of a DDA.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

ARTICLE 1.
EXCLUSIVE NEGOTIATING RIGHTS

Section 1.1 Good Faith Negotiations. The Agency and the Master Developer shall negotiate diligently and in good faith, during the Negotiating Period described in Section 1.2, the terms of a DDA for the financing and development plan of the Site and the construction of the Model Project thereon. This Agreement and the DSP shall serve as a guide in the negotiation of the DDA, although the parties acknowledge that review of additional information and further discussion may lead to refinement and revision of the development concepts set forth in the final DDA. During the Negotiating Period, the parties shall use good faith efforts to accomplish the respective tasks outlined in Article 2 to facilitate the negotiation of a mutually satisfactory DDA.

Among the issues to be addressed in the negotiations are the financing of the Model Mixed Use Projects, site acquisition and disposition procedures, development plans for the Site, physical and land title conditions of the Site, remediation of any adverse conditions, a development schedule for the Model Mixed Use Projects, marketing and management of the Model Mixed Use Projects, and the provision of public improvements related to the Model Mixed Use Projects to be consistent with the DDA and RP/DSP.

During the term of this Negotiating Period, the Agency will meet with the Master Developer on an exclusive basis. The Master Developer will consult with the City and the Agency, and endeavor to:

(a) Meet with Agency and City Planning staff;

(b) Identify any equity partner and financing sources and prepare loan/construction schedules;

(c) Provide financial and economic information, as necessary, regarding its ability to perform, finance and implement the construction of the Model Mixed Use Projects pursuant to an acceptable economic package;

(d) Provide a conceptual site plan for the Model Mixed Use Projects. Master Developer will develop and implement, in close consultation with Agency and City Planning Staff, a request for proposals (RFP) process to select an architect and determine design for the site. This process will include development of the RFP, distribution to a list of local and regional architects advised by Agency/City Staff, community noticing and input as deemed necessary by Agency and City Staff, and selection of the architect;

(e) Finalize an acceptable schedule for the construction of the Model Mixed Use Project; and,

(f) Make public presentations to the City Council and Agency Board or others as needed.

The Master Developer and the Agency will keep each other apprised of progress toward achieving the Objectives and the above milestones on a regular basis, and will make each other knowledgeable about issues or information affecting the Site, the Model Mixed Use Projects and economic terms.

Section 1.2 Negotiating Period. The negotiating period (the "Negotiating Period") under this Agreement shall be ninety (90) days, commencing on the date of this Agreement, subject to extension as provided below. If in the judgment of the Executive Director for the Agency the negotiations with the Master Developer have progressed sufficiently to indicate that the parties can satisfy all the terms of this Agreement and present a DDA for Agency Board approval within an additional ninety (90) day periods, the Agency Executive Director on behalf of the Agency, may extend the Negotiating Period for up to an additional ninety (90) days with the consent of the Master Developer. In addition, the Negotiating Period may be extended or modified by formal amendment of this Agreement executed by the Agency and the Master Developer. In the event a DDA is signed by the Master Developer, which is supported by the Executive Director for the Agency, but not approved by the Agency Board, then this Agreement will be extended sixty (60) days to allow for legal noticing, conducting of the required public hearings, preparation of reports and formal consideration by the Agency Board.

If a DDA has not been executed by the Agency and the Master Developer before the expiration of the Negotiating Period (as the Negotiating Period may be extended by operation of the preceding paragraph), then this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement except as set forth in Section 3.4. If a DDA is executed by the Agency and the Master Developer then, upon such execution, this Agreement shall terminate, and all rights and obligations of the parties shall be as set forth in the executed DDA.

Section 1.3 Exclusive Negotiations. During the Negotiating Period (as such Negotiating Period may be extended by operation of Section 1.2), the Agency shall not negotiate with any entity, other than the Master Developer, regarding the Site and construction of the Model Mixed Use Projects thereon, or solicit or entertain bids or proposals to do so.

Section 1.4 Identification of the Master Developer's Representative. The Master Developer's representative to negotiate the DDA with the Agency is Linda Mandolini, Executive Director or such other authorized representative as the Master Developer may identify.

Section 1.5 No Assurances of Approval. The Agency is not committing itself to or agreeing to undertake the following as a result of this Agreement:

(a) A disposition of any land to the Master Developer either within or outside the Project Area;

(b) The exercise of jurisdiction over land outside an adopted Project Area; or

(c) Any other acts or activities requiring the subsequent independent exercise or discretion by the City, the Agency, or any agency or department thereof.

This Agreement does not constitute a disposition of property or exercise of development approval over a property by the Agency. By this Agreement, the City and the Agency merely enters into a period of exclusive negotiations with the Master Developer according to the terms hereof, reserving final discretion and approval by the City and the Agency as to any DDA, development approval for the Site and all proceedings and decisions in connection therewith.

ARTICLE 2.
NEGOTIATION TASKS

Section 2.1 Overview. To facilitate negotiation of the DDA, the parties shall use reasonable good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support negotiation and execution of a mutually acceptable DDA prior to the expiration of the Negotiating Period.

Section 2.2 Financing and Costs of Development. The Master Developer shall provide the Agency with a detailed financial pro forma for the Model Mixed Use Project containing, among other matters, a detailed development budget setting forth the costs of the tasks to be undertaken by the Master Developer. The financial pro forma will be used to evidence the financial feasibility of the Model Mixed Use Project and to assist in the negotiation of terms of the DDA. Upon the Agency's request, prior to executing the DDA, the Master Developer shall provide financing commitments to the Agency evidencing the availability of financing to pay the Master Developer's projected costs. Such reports may include cost budget, as well as an operating income and expense estimate. The City has applied to the County of Alameda for $500,000 in HOME Investment Partnership Program funding for the Model Mixed Use Project. If the County awards the requested HOME funds to the City, or such other amount as may be awarded to the City by the County for the Model Mixed Use Project, the City will then allocate such funds toward predevelopment and demolition costs for the Model Mixed Use Project contingent upon the City and Master Developer's successful negotiation of a DDA and the Master Developer's compliance will all terms and conditions imposed by the County for the award of the HOME funds, including securing NEPA clearance for the Model Mixed Use Project.

Section 2.3 Conceptual Site Plan. The Master Developer shall provide the City and the Agency with a conceptual site plan for the Model Mixed Use Projects containing, among other matters, visual depictions of the Model Mixed Use Projects and how the Master Developer intends to satisfy the provisions of this Agreement, the RP/DSP, and provide the amenities identified in Recital F.5.

Section 2.4 Schedule of Performance. The Master Developer shall provide the City and the Agency with a detailed schedule of performance for the Model Mixed Use Projects which shall include but not be limited to: a plan setting forth the proposed timelines for construction of the Model Mixed Use Projects, specifically addressing the dates for the submittal of construction plans to the City, the dates for the commencement and completion of construction of the public improvements for the Model Mixed Use Projects which are the Master Developer's obligation, the estimated dates for close of escrow on the conveyance of Sites A&B, and the dates for the commencement and completion of construction of the Model Mixed Use Projects on Sites A&B.

Section 2.5 Due Diligence. During the Negotiating Period the Master Developer shall conduct the following due diligence activities:

(a) Site Adequacy Determination. The Master Developer shall determine whether Sites A&B are suitable for development of the Model Mixed Use Projects, taking into account the geotechnical and soils conditions, the presence or absence of toxic or other hazardous materials, the zoning of the Sites, the massing of the proposed Model Mixed Use Project improvements and the other environmental and regulatory factors that the Master Developer deems relevant. If, in the Master Developer's judgment based on such investigations and analyses, the Site is not suitable for development, the Master Developer may notify the City

and the Agency in writing prior to the expiration of the Negotiating Period of its determination. Upon such timely notification by the Master Developer, this Agreement shall be terminated without further action of either party, and thereafter neither party shall have any further duties, obligations, rights, or liabilities under this Agreement, except as set forth in Section 3.4 and Section 3.5.

(b) Site Inspection. The Master Developer shall perform its due diligence investigation of the condition, nature, utilities, and other possible physical restrictions of the Site during this period.

(c) Objections to Title. The Master Developer or the Agency shall cause a Preliminary Title Report (the "Report") to be issued on the Site and delivered to the Master Developer. If the Master Developer objects to any exception appearing on the Report or should any title exception arise after the date of the Report, the Master Developer may object to such exception, provided such objection is made to the Agency in writing on or before 5 o'clock P.M. on the thirtieth (30th) day following the date of the Master Developer receives the Report or copy of the title exception arising after the date of the Report. If the Master Developer objects to any exception to title, the Agency, within fifteen (15) days of receipt of the Master Developer's objection shall notify the Master Developer in writing whether the Agency elects to (i) cause the exception to be removed of record, (ii) obtain a commitment from Title Company for an appropriate endorsement to the policy of title insurance to be issued to the Master Developer, insuring against the objectionable exception, or (iii) terminate this Agreement unless the Master Developer elects to take title subject to such exception. If either party elects to terminate this Agreement pursuant to this subsection (c), then neither party shall thereafter have any obligations to or rights against the other hereunder, except as set forth in Section 3.4 and Section 3.5. The Master Developer must approve the condition of title, in writing prior to signing the DDA. Failure to approve the conditions of title in writing shall terminate this Agreement and neither party shall have any further rights or obligations under this Agreement except as set forth in Section 3.4.

Section 2.6 Reports. The Master Developer shall provide the Agency with copies of all reports, studies, analyses, correspondence and similar documents, but excluding confidential or proprietary information, prepared or commissioned by the Master Developer with respect to this Agreement and the Model Mixed Use Projects, promptly upon their completion. The Agency shall provide the Master Developer with copies of all reports, studies, analyses, correspondence and similar documents (collectively, "documents") prepared or commissioned by the Agency with respect to this Agreement and the Model Mixed Use Projects, promptly following execution of this Agreement with respect to documents then in its possession or under its reasonable control, and promptly upon their completion with respect to any subsequently prepared documents.

Section 2.7 Disclosures. The Master Developer is required to make full disclosure to the Agency of its principals, officers, stockholders, partners, joint ventures, employees, other associates and all other pertinent information concerning the Master Developer and its associates after a DDA is drafted. The Master Developer shall also make full disclosure to the Agency of the methods of financing to be used in purchasing and developing the Site. The Master Developer's partners, joint venturers, development manager, architect, consultants, and site/design professionals are subject to the approval of the Agency. The Agency also reserves the right to approve any assignment of Master Developer's interests during the negotiation and implementation of this Agreement or the DDA.

While desiring to preserve its rights with respect to treatment of certain information on a confidential or proprietary basis, the Master Developer acknowledges that the Agency will need sufficient, detailed information about the proposed Model Mixed Use Projects (including, without limitation the financial information described in Section 2.2) to make informed decisions about the content and approval of the DDA. The Agency will work with the Master Developer to maintain the confidentiality of proprietary information subject to the requirements imposed on the Agency by the Public Records Act (Government Code Section 6250et seq.). The Master Developer acknowledges that the Agency may share information provided by the Master Developer of a financial and potential proprietary nature with third party consultants, Livermore City Council, and Agency Board members as part of the negotiation and decision making process. If this Agreement is terminated without the execution of an DDA, the City and the Agency shall return to the Master Developer any information submitted by the Master Developer under this Agreement.

Section 2.8 Environmental Review. An environmental impact report has been prepared as the environmental document for the adoption of the General Plan and Downtown Specific Plan (the "Plan EIR"). The Plan EIR was prepared as a "program" EIR pursuant to California Environmental Quality Act ("CEQA"). However, the Agency reserves the right to require further additional environmental review should the scope of the Proposal change during the course of negotiation of the DDA.

Section 2.9 Progress Reports. From time to time as reasonably agreed upon by the parties, each party shall make oral or written progress reports advising the other party on studies being made and matters being evaluated by the reporting party with respect to this Agreement and the Model Mixed Use Projects.

ARTICLE 3.
GENERAL PROVISIONS

Section 3.1 Limitation on Effect of Agreement. This Agreement shall not obligate the Agency or the Master Developer to enter into a DDA or to enter into any particular DDA. By execution of this Agreement, the Agency is not committing itself to or agreeing to undertake acquisition, disposition, or exercise of control over any property. Execution of this Agreement by the Agency is merely an agreement to conduct

a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent Agency Board and City Council action the final discretion and approval regarding the execution of a DDA and all proceedings and decisions in connection therewith. Any DDA resulting from negotiations pursuant to this Agreement shall become effective only if and after such DDA has been considered and approved by the Agency Board and, if required by law, the City Council of the City of Livermore, following conduct of all legally required procedures.

Section 3.2 Notices. Formal notices, demands and communications between the Agency and the Master Developer shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

Agency:	Redevelopment Agency of the City of Livermore 1052 S. Livermore Ave. Livermore, CA 94550 Attention: Community Development Director
Master Developer:	Eden Housing, Inc. 22645 Grand Street Hayward, CA 94541 Attention: Linda Mandolini, ExecutiveDirector

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 3.3 Right of Entry. During the Negotiating Period, the Agency grants to the Master Developer and the Master Developer's agents the right to enter upon the Sites for the exclusive purpose of conducting studies and investigations that will assist the Master Developer in performing its due diligence obligations hereunder. Such entry shall be made only during regular business hours and upon not less than two business days' advance telephonic or written facsimile notice to the Assistant Community Development Director for the City of Livermore.

Prior to exercise of the right of entry, the Master Developer shall provide the Agency with satisfactory evidence, in the form of a certificate of insurance, that the Master Developer's agents who obtain access to the Site are insured under comprehensive general liability and automobile liability insurance policy or policies terminable only after thirty (30) days' advance written notice to the Agency, each policy to be in an amount of not less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage. Each insurance policy shall name the

City and the Agency as an additional insured and shall contain a waiver of any right of subrogation against the City and the Agency.

The Master Developer shall indemnify and defend the City, the Agency, and their respective board or council members, officers, employees, agents, and designated volunteers (collectively the "Indemnified Parties") against, and hold the Indemnified Parties and the Sites harmless from and against, any and all costs, expenses (including, without limitation, attorneys' fees), damages, claims, liabilities, liens (including, without limitation, mechanics liens) encumbrances and charges arising out of or in any way related to any entry by the Master Developer or its agents upon the Site, but only to the extent such matters do not arise from the gross negligence or willful misconduct of the Agency or other Indemnified Party. The foregoing obligation of the Master Developer shall survive the expiration of this Agreement.

Section 3.4 Costs and Expenses. Each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement, and the performance of each party's obligations under this Agreement.

Section 3.5 No Commissions. Each party represents to the other that is has not retained the services of any broker, agent or finder with respect to the Sites or in connection with any matters relating to this transaction of the subject discussions, and agrees to hold the other party harmless from and against any claim for commission, fee, or other remuneration by any broker, agent, or finder under any claimed retainer for services with respect thereto. The Agency shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement or any DDA that may result from this Agreement, unless the Agency retains a broker, agent or finder.

Section 3.6 Defaults and Remedies.

(a) Default. Failure by either party to negotiate in good faith as provided in this Agreement shall constitute an event of default hereunder. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured ten (10) days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subsection (b).

(b) Remedies. In the event of an uncured default by the Agency, the Master Developer's sole remedy shall be to terminate this Agreement. Following such termination, neither party shall have any further right, remedy or obligation under this Agreement; provided, however, that the Master Developer's indemnification obligation pursuant to Section 3.3 shall survive such termination.

In the event of an uncured default by the Master Developer, the Agency's sole remedy shall be to terminate this Agreement. Following such termination, neither party shall have any right, remedy or obligation under this Agreement; provided, however, that

the Master Developer's indemnification obligation pursuant to Section 3.3 shall survive such termination.

Except as expressly provided above, neither party shall have any liability to the other for damages or otherwise for any default, nor shall either party have any other claims with respect to performance under this Agreement. Each party specifically waives and releases any such rights or claims they may otherwise have at law or in equity. The parties agree that, based upon the circumstances now existing, both known and unknown, it would be impractical or extremely difficult to establish the damages to the non-defaulting party by reason of a default by the defaulting party.

Section 3.7 Attorneys' Fees. The prevailing party in any action to enforce this Agreement shall be entitled to recover attorneys' fees and costs from the other party.

Section 3.8 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of the Agreement.

Section 3.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 3.10 Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matters of this Agreement.

Section 3.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date first above written.

Dated:

MASTER DEVELOPER:

EDEN HOUSING, INC.
a California nonprofit public benefit corporation

By: _____
Linda Mandolini
Its: _____
Executive Director

Dated: July 26, 2010

AGENCY:

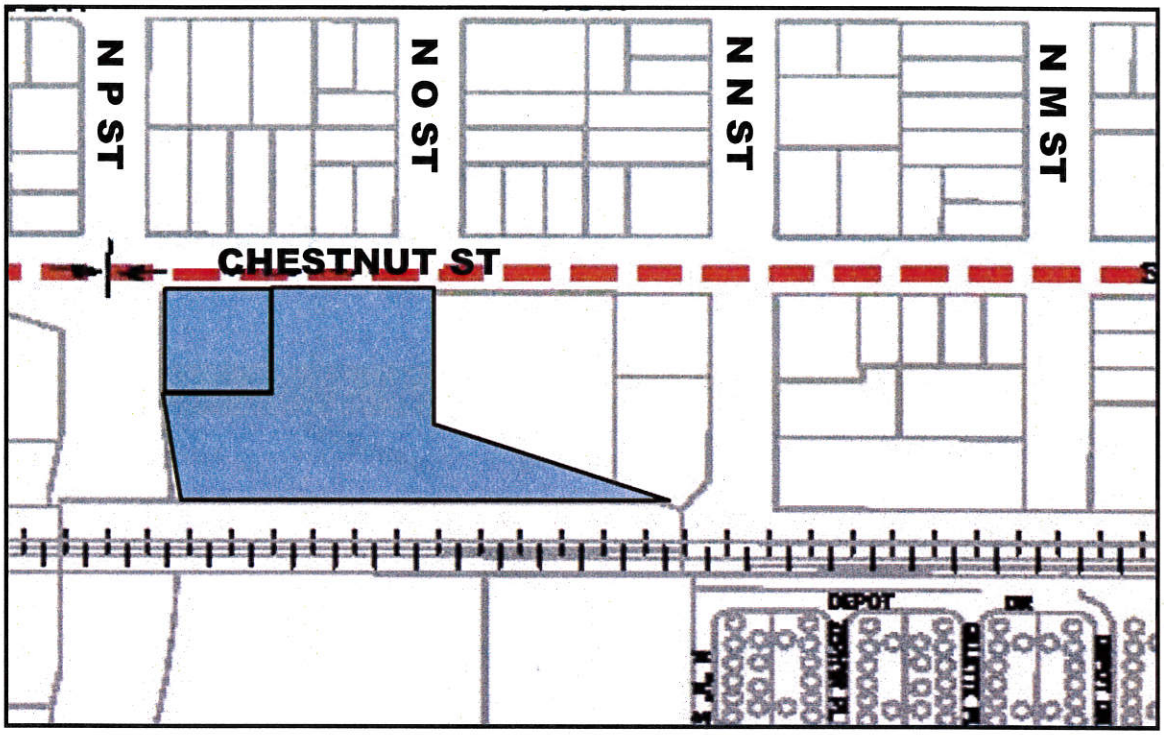
REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
a body corporate and politic

By: Linda Barton
Linda Barton
Executive Director

APPROVED AS TO FORM:

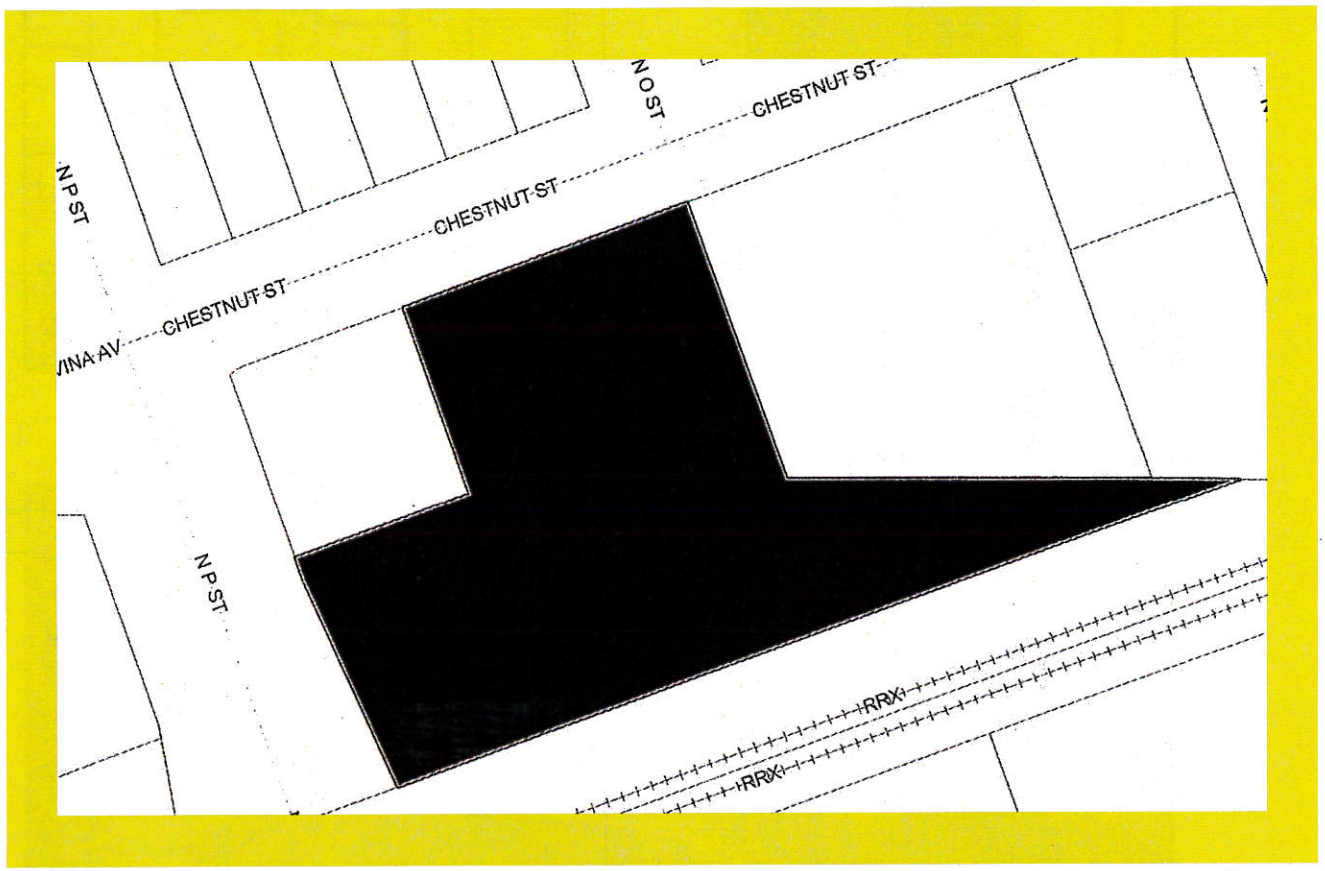
By: _____
General Counsel, Assistant

EXHIBIT A.5



1635 Chestnut Street
(former Antrim Shopping Center)
APN: 098-0290-006-07
098-0290-011-01

City of Livermore, CA APN098-0290-006-07 Address: 1635 Chestnut St.



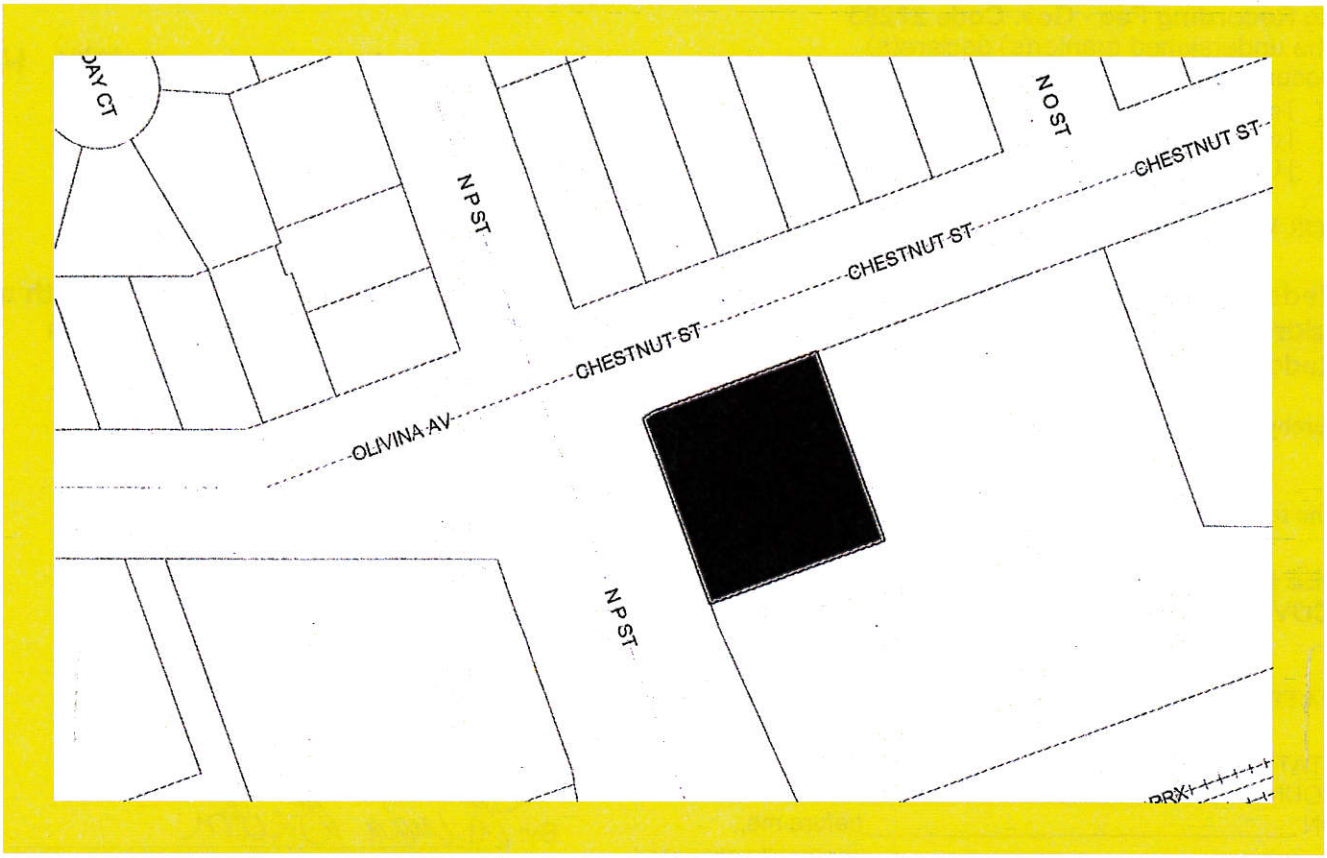
SCALE 1 : 1,300

100 0 100 200 300

FEET

N

City of Livermore, CA APN: 098-0290-011-01 ADDRESS: 1635 Chestnut Street



SCALE 1 : 1,300

100 0 100 200 300

FEET

N

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089536 03/23/2011 04:17 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

8 PGS

8
HT

cc: HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 098-0290-006-07 & 098-0290-011-01

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a public body, corporate and politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquiured title as Redevelopment Agency of the City of Livermore, a Body Corporate and Government

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERE OF, SUBJECT TO THE COVENANTS AND RESTRICTIONS IN EXHIBIT "B" ATTACHED HERETO.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared
_____

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

_____

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

Exhibit A

LEGAL DESCRIPTION

Real property in the City of Livermore, County of Alameda, State of California, described as follows:

PARCEL ONE:

A PORTION OF BLOCK 8, "MAP OF THE NORTHERN ADDITION TO THE TOWN OF LIVERMORE", FILED SEPTEMBER 20, 1875, MAP BOOK 2, PAGE 51, ALAMEDA COUNTY RECORDS AND ALSO:

A PORTION OF THE NORTH "O" STREET AND A PORTION OF OLIVINA AVENUE, SAID NORTH "O" STREET AND OLIVINA AVENUE WERE ABANDONED BY THE CITY OF LIVERMORE, RESOLUTION NO. 49-60, ORDINANCE NO. 432, ON APRIL 4, 1960, A CERTIFIED COPY OF WHICH WAS RECORDED APRIL 20, 1960, SERIES NO. AR-45900, REEL 71 OR, IMAGE 25, ALAMEDA COUNTY RECORDS, AND ALSO:

A PORTION OF THAT CERTAIN 2.15 ACRE PARCEL OF LAND DESCRIBED IN DEED FROM STANDARD REALTY AND DEVELOPMENT COMPANY, A CORPORATION TO THE WESTERN PACIFIC RAILROAD COMPANY, A CORPORATION, DATED NOVEMBER 27, 1925, RECORDED DECEMBER 2, 1925, SERIES NO. U-98808, BOOK 1126 OR, PAGE 399, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERN LINE OF CHESTNUT STREET DISTANT THEREON NORTH 69° 30' EAST 140.10 FEET FROM THE INTERSECTION THEREOF WITH THE EASTERN LINE OF NORTH "P" STREET, FORMERLY "P" STREET, AS SAID STREETS ARE SHOWN ON SAID MAP; THENCE ALONG SAID LINE OF CHESTNUT STREET NORTH 69° 30' EAST 200.00 FEET TO THE CENTER LINE OF SAID NORTH "O" STREET, ABANDONED; THENCE ALONG THE LAST MENTIONED LINE SOUTH 20° 30' EAST 128.845 FEET; THENCE SOUTH 69° 30' WEST 200.0 FEET UNTIL INTERSECTED BY A LINE DRAWN SOUTH 20° 30' EAST FROM THE POINT OF BEGINNING; THENCE NORTH 20° 30' WEST 128.845 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A PORTION OF THAT CERTAIN 2.15 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM STANDARD REALTY AND DEVELOPMENT COMPANY, A CORPORATION TO THE WESTERN PACIFIC RAILROAD COMPANY, A CORPORATION, AS RECORDED DECEMBER 2, 1925, BOOK 1126 OR, PAGE 399, AND ALL OF THAT CERTAIN PARCEL OF LAND CONVEYED BY RALPH B. AND HELEN E. PAHLMEYER TO THE WESTERN PACIFIC RAILROAD COMPANY, RECORDED MAY 3, 1961, ON REEL 317 OR, IMAGE 623, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID 2.15 ACRE PARCEL OF LAND CONVEYED BY STANDARD REALTY AND DEVELOPMENT COMPANY, TO THE WESTERN PACIFIC RAILROAD COMPANY; THENCE FROM SAID POINT OF COMMENCEMENT NORTH 20° 30' WEST ALONG THE SOUTHWESTERLY LINE THEREOF, A DISTANCE OF 5.00 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE FROM SAID POINT OF BEGINNING CONTINUING NORTH 20° 30' WEST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 156.925 FEET, TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY THE WESTERN PACIFIC RAILROAD COMPANY TO RALPH B. AND HELEN E. PAHLMEYER, RECORDED DECEMBER 4, 1962, ON REEL 739 OR, IMAGE 667 ALAMEDA COUNTY RECORDS; THENCE NORTH 69° 30' EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND CONVEYED TO RALPH B. AND HELEN E. PAHLMEYER AND ITS NORTHEASTERLY PROJECTION, A DISTANCE OF 443.510 FEET; THENCE SOUTH 20° 30' EAST A DISTANCE OF 61.445 FEET, TO A POINT ON THE SOUTHERLY LINE OF OLIVINA AVENUE, NOW CLOSED;

THENCE NORTH 89° 22' EAST ALONG SAID SOUTH LINE OF OLIVINA AVENUE, NOW CLOSED, A DISTANCE OF 280.054 FEET, TO A POINT 5.00 FEET NORTHWESTERLY, MEASURED AT A RIGHT ANGLE FROM THE SOUTHEASTERLY LINE OF SAID 2.15 ACRE PARCEL OF LAND; THENCE SOUTH 69° 28' 30" WEST ALONG A LINE PARALLEL TO SAID SOUTHEASTERLY LINE AND 5.00 FEET NORTHWESTERLY, MEASURED AT A RIGHT ANGLE THEREFROM A DISTANCE OF 706.897 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN THE DEED EXECUTED BY THE WESTERN PACIFIC RAILROAD COMPANY, RECORDED NOVEMBER 7, 1969, REEL 2511 OR, IMAGE 18, SERIES NO. 126377, ALAMEDA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PART LYING SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF THE EASEMENT GRANTED TO THE CITY OF LIVERMORE FOR PUBLIC STREET PURPOSES BY DEED RECORDED FEBRUARY 27, 1962, REEL 523 OR, IMAGE 735, SERIES NO. AT-25704 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION AS GRANTED TO THE CITY OF LIVERMORE IN DEED RECORDED JANUARY 27, 1977, REEL 4697, IMAGE 476, OFFICIAL RECORDS.

PARCEL THREE:

PORTIONS OF THOSE CERTAIN PARCEL OF LAND AS, DESCRIBED IN THE DEED TO THE CITY OF LIVERMORE, RECORDED OCTOBER 16, 1974, REEL 3796 OR, IMAGE 249, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1 OF THE AFORESAID DEED:

COMMENCING AT THE NORTHWESTERN CORNER OF SAID PARCEL 1; THENCE NORTH 69° 30' EAST ALONG THE NORTHWESTERN LINE OF SAID PARCEL 1, 30.00 FEET TO THE ACTUAL POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERN LINE NORTH 69° 30' EAST 110.10 FEET TO THE NORTHEASTERN CORNER OF SAID PARCEL 1; THENCE SOUTH 20° 30' EAST ALONG THE NORTHEASTERN LINE OF SAID PARCEL 1, 128.845 FEET TO THE SOUTHEASTERN CORNER OF SAID PARCEL 1; THENCE SOUTH 69°30' WEST ALONG THE SOUTHEASTERN LINE OF SAID PARCEL 1, 121.66 FEET; THENCE NORTH 20° 30' WEST 126.53 FEET TO A POINT OF NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIAL BEARING OF SOUTH 43° 52" EAST AND A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 39' 52", 11.87 FEET TO THE POINT OF BEGINNING.

APN: 098-0290-006-07 and 098-0290-011-01

EXHIBIT "B"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

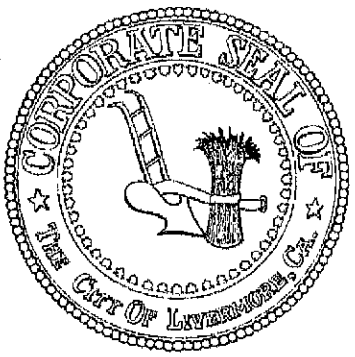
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 098-0290-011-01 and 098-0290-006-07) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550



- NO FEE GOV'T CODE 27383

RECORDING REQUESTED BY
First American Title Company
#617397 ALA
AND WHEN RECORDED MAIL DOCUMENT TO:
Redevelopment Agency City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

28

2010210135 07/30/2010 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

5 PGS

CC: Engineering 2
HHS

5
IA

Space Above This Line for Recorder's Use Only

A.P.N.: 098-0290-011-01 and 098-0290-006-07

File No.: 0131-617397ala (DB)

GRANT DEED

Rec 11929

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX $**Exempt - City government agency is grantee**; CITY TRANSFER TAX $; SURVEY MONUMENT FEE $

[x] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; [x] City of **Livermore**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CRP Properties, Inc., a California corporation**

hereby GRANTS to **Redevelopment Agency of the City of Livermore, a Body Corporate and Government**

the following described property in the City of **Livermore**, County of **Alameda**, State of **California**:

PARCEL ONE:

A PORTION OF BLOCK 8, "MAP OF THE NORTHERN ADDITION TO THE TOWN OF LIVERMORE", FILED SEPTEMBER 20, 1875, MAP BOOK 2, PAGE 51, ALAMEDA COUNTY RECORDS AND ALSO:

A PORTION OF THE NORTH "O" STREET AND A PORTION OF OLIVINA AVENUE, SAID NORTH "O" STREET AND OLIVINA AVENUE WERE ABANDONED BY THE CITY OF LIVERMORE, RESOLUTION NO. 49-60, ORDINANCE NO. 432, ON APRIL 4, 1960, A CERTIFIED COPY OF WHICH WAS RECORDED APRIL 20, 1960, SERIES NO. AR-45900, REEL 71 OR, IMAGE 25, ALAMEDA COUNTY RECORDS, AND ALSO:

A PORTION OF THAT CERTAIN 2.15 ACRE PARCEL OF LAND DESCRIBED IN DEED FROM STANDARD REALTY AND DEVELOPMENT COMPANY, A CORPORATION TO THE WESTERN PACIFIC RAILROAD COMPANY, A CORPORATION, DATED NOVEMBER 27, 1925, RECORDED DECEMBER 2, 1925, SERIES NO. U-98808, BOOK 1126 OR, PAGE 399, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERN LINE OF CHESTNUT STREET DISTANT THEREON NORTH 69° 30' EAST 140.10 FEET FROM THE INTERSECTION THEREOF WITH THE EASTERN LINE OF NORTH "P" STREET, FORMERLY "P" STREET, AS SAID STREETS ARE SHOWN ON SAID MAP; THENCE ALONG SAID LINE OF CHESTNUT STREET NORTH 69° 30' EAST 200.00 FEET TO THE CENTER LINE OF SAID NORTH "O" STREET, ABANDONED; THENCE ALONG THE LAST MENTIONED LINE SOUTH 20° 30' EAST 128.845 FEET; THENCE SOUTH 69° 30' WEST 200.0 FEET UNTIL INTERSECTED BY A LINE DRAWN SOUTH 20° 30' EAST FROM THE POINT OF BEGINNING; THENCE NORTH 20° 30' WEST 128.845 FEET TO THE POINT OF BEGINNING.

City Clerk's Office
SEP - 8 2010
City of Livermore

Mail Tax Statements To: **SAME AS ABOVE**

A PORTION OF THAT CERTAIN 2.15 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM STANDARD REALTY AND DEVELOPMENT COMPANY, A CORPORATION TO THE WESTERN PACIFIC RAILROAD COMPANY, A CORPORATION, AS RECORDED DECEMBER 2, 1925, BOOK 1126 OR, PAGE 399, AND ALL OF THAT CERTAIN PARCEL OF LAND CONVEYED BY RALPH B. AND HELEN E. PAHLMEYER TO THE WESTERN PACIFIC RAILROAD COMPANY, RECORDED MAY 3, 1961, ON REEL 317 OR, IMAGE 623, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID 2.15 ACRE PARCEL OF LAND CONVEYED BY STANDARD REALTY AND DEVELOPMENT COMPANY, TO THE WESTERN PACIFIC RAILROAD COMPANY; THENCE FROM SAID POINT OF COMMENCEMENT NORTH 20° 30' WEST ALONG THE SOUTHWESTERLY LINE THEREOF, A DISTANCE OF 5.00 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE FROM SAID POINT OF BEGINNING CONTINUING NORTH 20° 30' WEST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 156.925 FEET, TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY THE WESTERN PACIFIC RAILROAD COMPANY TO RALPH B. AND HELEN E. PAHLMEYER, RECORDED DECEMBER 4, 1962, ON REEL 739 OR, IMAGE 667 ALAMEDA COUNTY RECORDS; THENCE NORTH 69° 30' EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND CONVEYED TO RALPH B. AND HELEN E. PAHLMEYER AND ITS NORTHEASTERLY PROJECTION, A DISTANCE OF 443.510 FEET; THENCE SOUTH 20° 30' EAST A DISTANCE OF 61.445 FEET, TO A POINT ON THE SOUTHERLY LINE OF OLIVINA AVENUE, NOW CLOSED; THENCE NORTH 89° 22' EAST ALONG SAID SOUTH LINE OF OLIVINA AVENUE, NOW CLOSED, A DISTANCE OF 280.054 FEET, TO A POINT 5.00 FEET NORTHWESTERLY, MEASURED AT A RIGHT ANGLE FROM THE SOUTHEASTERLY LINE OF SAID 2.15 ACRE PARCEL OF LAND; THENCE SOUTH 69° 28' 30" WEST ALONG A LINE PARALLEL TO SAID SOUTHEASTERLY LINE AND 5.00 FEET NORTHWESTERLY, MEASURED AT A RIGHT ANGLE THEREFROM A DISTANCE OF 706.897 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN THE DEED EXECUTED BY THE WESTERN PACIFIC RAILROAD COMPANY, RECORDED NOVEMBER 7, 1969, REEL 2511 OR, IMAGE 18, SERIES NO. 126377, ALAMEDA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PART LYING SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF THE EASEMENT GRANTED TO THE CITY OF LIVERMORE FOR PUBLIC STREET PURPOSES BY DEED RECORDED FEBRUARY 27, 1962, REEL 523 OR, IMAGE 735, SERIES NO. AT-25704 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION AS GRANTED TO THE CITY OF LIVERMORE IN DEED RECORDED JANUARY 27, 1977, REEL 4697, IMAGE 476, OFFICIAL RECORDS.

PARCEL THREE:

PORTIONS OF THOSE CERTAIN PARCEL OF LAND AS, DESCRIBED IN THE DEED TO THE CITY OF LIVERMORE, RECORDED OCTOBER 16, 1974, REEL 3796 OR, IMAGE 249, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1 OF THE AFORESAID DEED:

COMMENCING AT THE NORTHWESTERN CORNER OF SAID PARCEL 1; THENCE NORTH 69° 30' EAST ALONG THE NORTHWESTERN LINE OF SAID PARCEL 1, 30.00 FEET TO THE ACTUAL POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERN LINE NORTH 69° 30' EAST 110.10 FEET TO THE NORTHEASTERN CORNER OF SAID PARCEL 1; THENCE SOUTH 20° 30' EAST ALONG THE NORTHEASTERN LINE OF SAID PARCEL 1, 128.845 FEET TO THE SOUTHEASTERN CORNER OF SAID PARCEL 1; THENCE SOUTH 69°30' WEST ALONG THE SOUTHEASTERN LINE OF SAID PARCEL 1, 121.66 FEET; THENCE NORTH 20° 30' WEST 126.53 FEET TO A POINT OF NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIAL BEARING OF SOUTH 43° 52" EAST AND A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 39' 52", 11.87 FEET TO THE POINT OF BEGINNING.

Date: **07/14/2010**

A.P.N.: 098-0290-011-01 and 098-0290-006-07

File No.: 0131-617397ala (DB)

Dated: **07/14/2010**

CRP Properties, Inc., a California corporation

Ann C. Greulich

ANN C. GREULICH, VICE PRESIDENT

STATE OF California)SS
COUNTY OF San Joaquin)

On July 19, 2010, before me, Kathy D. Johnson, Notary Public, personally appeared Ann C. Greulich, 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

Kathy D. Johnson

My Commission Expires: 6-22-11

This area for official notarial seal

Notary Name: KATHY D. JOHNSON

Notary Phone:

Notary Registration Number: 1749874

County of Principal Place of Business: SAN JOAQUIN

KATHY D. JOHNSON
Commission # 1749874
Notary Public - California
San Joaquin County
My Comm. Expires Jun 22, 2011

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, APN 098-0290-011-01 & 098-0290-06-07 dated July 30, 2010, from CRP Properties, Inc., to the Redevelopment Agency of the City of Livermore, a body corporate and politic, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: July 30, 2010

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

10-166

DUPLICATE ORIGINAL

COOPERATION AND REPAYMENT AGREEMENT
(RDA Site Acquisition- 1625-1635 Chestnut Street)

This Agreement is entered into as of the 15th day of June, 2010, by and between the City of Livermore, a municipal corporation ("City") and the Redevelopment Agency of the City of Livermore, a body corporate and politic ("Agency") for a loan from the City to the Agency to help the Agency purchase the Property located at 1625-1635 Chestnut Street, Livermore, California ("Project").

Recitals

A. By Ordinance No. 1114 adopted July 12, 1982, as amended by Ordinance No. 1398 adopted December 21, 1992, Ordinance No. 1435 adopted November 14, 1994, Ordinance No. 1696 adopted August 11, 2003, Ordinance No. 1703 adopted November 10, 2003, and Ordinance No. 1739 adopted October 11, 2004, the City Council has adopted and amended the Redevelopment Plan for the Livermore Redevelopment Project Area (the "Redevelopment Plan") affecting the Livermore Redevelopment Project Area (the "Project Area").

B. The Agency is vested with the responsibility for formulating and carrying out necessary redevelopment projects within the Project Area.

C. The Redevelopment Agency has entered into a purchase and sale agreement to acquire the property at 1625-1635 Chestnut Street from its owner CRP Properties Inc (the "Property") for $2,500,000, in an effort to promote residential development and zoning compliance in the north side of the downtown "Residential Transition Area" identified the City's Downtown Specific Plan.

D. The Agency's acquisition of the property, previously a foreclosed, commercial shopping center, will result in the elimination of a non-conforming use, and the redevelopment of such property will adhere to the principles of SMART growth.

E. The Agency desires to borrow from the City, and the City is amenable to loaning to the Agency, up to $2,800,000.00 (One Million Eight Hundred Thousand Dollars) to help the Agency acquire the Property and, to that end the Agency and the City agree to enter into this Cooperation Agreement to facilitate the City's loan and the Agency's repayment thereof.

F. Upon acquisition, the Agency will then undertake a process to select a developer(s) ("Developer") for the property to meet the residential market needs of the community and eventually enter into a Disposition Development Agreement ("DDA") with the Developer for the Property.

H. The City and Agency desire to enter into this Agreement for the following purposes:

(i) To set forth activities, services, and facilities that the City will render for and make

available to the Agency in furtherance of the activities and functions of the Agency under the Community Redevelopment Law in connection with the Project; and

(ii) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency for the Project.

Agreement

1. PURPOSE.

The purpose of this Agreement is to establish a mechanism for repayment of the Loan as more fully set forth in Section 3.

2. AMOUNT OF LOAN.

The City agrees to provide a loan to the Agency in the amount of up to $2,800,000.00 (One Million Eight Hundred Thousand Dollars) from the City's Housing Trust Fund (Fund 611) to for the Agency to use to acquire the Property.

3. TERM OF AGREEMENT.

This Agreement shall be in full force and effect for a period beginning as of the date first above written and continuing until the earlier of (i) all repayment obligations of the Agency to the City are satisfied in full in accordance with the terms of this Agreement, or (ii) the expiration date of the Redevelopment Plan.

4. REPAYMENT.

(a) Annual Payment. The Agency shall repay to the City the amount of the loan from the proceeds of the Agency's sale and disposition of the Property to the Developer pursuant to a DDA, or from another source including grants. Specifically, the Agency agrees to reimburse the City's Housing Trust fund, established for activities pursuant to Section 3.26.070 of the Livermore Municipal Code.

(b) Administrative Fee. No interest shall accrue on the amount of the loan. However, to offset the costs of administering this Loan and facilitation of the Project, the Agency agrees to pay to the City, from the proceeds of the Agency's sale and disposition of the Property to the Developer pursuant to a DDA, or from another source including grants, an administrative fee equal to one percent (1%) of the amount of the Loan.

(c) New Payment Schedule. If on December 31, 2020 the Agency determines that its revenues from the sale and disposition of the Property pursuant to the DDA, and other funding sources and grants, are insufficient to repay the amount of the loan and the administrative fee, the City and the Agency shall meet and negotiate in good faith a new method for the repayment of the loan amount.

5. SUBORDINATION

It is agreed by the parties hereto that all repayments to the City pursuant to this Agreement are subordinated to any and all payments necessary to satisfy existing debt of the Agency and to any and all payments necessary to satisfy the Agency's obligations in connection with existing bonds or bonds which may be issued in the future or to the extent necessary for any bonded indebtedness for which the Agency has pledged as a security or source of repayment tax increment generated within the Project Area.

7. INDEBTEDNESS

The Agency's obligations under this Agreement shall constitute an indebtedness of the Agency within the meaning of Health and Safety Code Section 33670 et seq.

8. VALIDITY OF AGREEMENT

If any provisions of this Agreement, or the application thereof to any person, party, transaction, or circumstance, is held invalid, the remainder of this Agreement, or the application of such provision to other persons, parties, transactions or circumstances, shall not be affected thereby.

9. AMENDMENT

This Agreement may be amended at any time provided such amendment is in writing and is signed by both parties to this Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Livermore, as authorized by resolution of the City Council of the City of Livermore, has caused the name of the City of Livermore to be affixed to this Agreement, and the Executive Director of the Livermore Redevelopment Agency, as authorized by resolution of the Agency, has caused the name of the Redevelopment Agency of the City of Livermore to be affixed to this Agreement on the above date.

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE

By: Linda Barton
Executive Director

Approved as to form:

Deputy General Counsel

CITY OF LIVERMORE

By: Linda Barton
City Manager

Approved as to form:

Asst. City Attorney

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A COOPERATION AGREEMENT WITH THE CITY OF LIVERMORE TO ACCEPT A LOAN NOT TO EXCEED $2,800,000 IN HOUSING TRUST FUNDS (FUND 611) AND APPROPRIATION OF THOSE FUNDS FOR THE PURCHASE OF REAL PROPERTY AND THE RELOCATION BENEFITS OF EXISTING TENANTS LOCATED AT 1625-1635 CHESTNUT; EXECUTION OF A PURCHASE AND SALE AGREEMENT IN THE AMOUNT $2,500,000 WITH CHASE BANK RELATED TO THE ACQUISITION OF PROPERTY LOCATED AT 1625-1635 CHESTNUT STREET PLUS ESCROW COSTS

It is desirable for the Redevelopment Agency of the City of Livermore (Agency) to purchase the real property located at 1625-1635 Chestnut Street (APN 098-0290-006-07 & APN 098-0290-011-01) from Chase Bank, for the amount of $2,500,000; and, to borrow Housing Trust Funds (F611) in an amount not to exceed $2,800,000 from the City of Livermore for that purpose, including the administrative and transactional costs associated with the purchase and relocation settlement for existing tenants.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Livermore that the Executive Director on behalf of the Redevelopment Agency is authorized to enter into a Cooperation Agreement with the City of Livermore to borrow an amount not to exceed $2,800,000 in Housing Trust Funds (F611) from the City and to appropriate those funds for the purchase of the 1625-1635 Chestnut Street property including transaction costs and all claims for relocation benefits and services associated with existing tenants.

BE IT FURTHER RESOLVED by the Redevelopment Agency of the City of Livermore that the Executive Director on behalf of the Redevelopment Agency is authorized to execute the Purchase and Sale Agreement with Chase Bank related to the acquisition of property located at 1625-1635 Chestnut Street in the amount of $2,500,000 and to sign all documents related to the purchase and relocation settlements of existing tenants.

On the motion of Vice Chair Horner, seconded by Agencymember Leider, the foregoing resolution was passed and adopted on the 14th day of June, 2010, by the following vote:

AYES: Agencymembers Leider, Marchand, Williams, Vice Chair Horner, Chairperson Kamena
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

SECRETARY
SUSAN NEER

DATE: June 15, 2010

APPROVED AS TO FORM:

ASSISTANT GENERAL COUNSEL
JASON ALCALA

RESOLUTION NO. RA-2010-06

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A COOPERATION AGREEMENT WITH THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE TO LOAN THE AGENCY AN AMOUNT NOT TO EXCEED $2,800,000 IN HOUSING TRUST FUNDS (FUND 611) FOR THE PURCHASE OF 1625-1635 CHESTNUT STREET (APN 098-0290-006-07 & APN 098-0290-011-01), ESCROW COSTS AND RELOCATION COSTS ASSOCIATED WITH EXISTING TENANTS

The Redevelopment Agency desires to borrow an amount not to exceed $2,800,000 from the City of Livermore for the purchase of the property located at 1625-1635 Chestnut Street and relocation benefits and services associated with existing tenants, including but not limited to, actual moving expenses, potential loss of goodwill, and compensation for immovable furnishings, fixtures, and equipment, and associated costs incurred or to be incurred as a result thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the City Manager is authorized on behalf of the City of Livermore to:

1. Appropriate $2,800,000 in Housing Trust funds (F611) to loan the Redevelopment Agency of the City of Livermore funds to cover costs associated with the acquisition of the property located at 1625-1635 Chestnut Street.

2. Enter into a Cooperation and Repayment Agreement with the Redevelopment Agency to loan the Agency up to $2,800,000 for the purchase of 1625-1635 Chestnut Street and associated relocation benefits and services for the existing tenants.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that the City Manager is authorized to sign all documents as may be necessary to assist the Redevelopment Agency of the City of Livermore with the purchase of the property located at 1625-1635 Chestnut Street.

On the motion of Vice Mayor Horner, seconded by Councilmember Leider, the foregoing resolution was passed and adopted on the 14th day of June, 2010, by the following vote:

AYES: Councilmembers Leider, Marchand, Williams, Vice Mayor Horner, Mayor Kamena
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST & DATE:

CITY CLERK
SUSAN NEER

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY
JASON ALCALA

DATE: June 15, 2010

RESOLUTION NO. 2010-104

First American Title Company

6683 Owens Drive • Pleasanton, CA 94588

Buyer's Final Settlement Statement

Property: 1625 - 1635 Chestnut Street, Livermore, CA

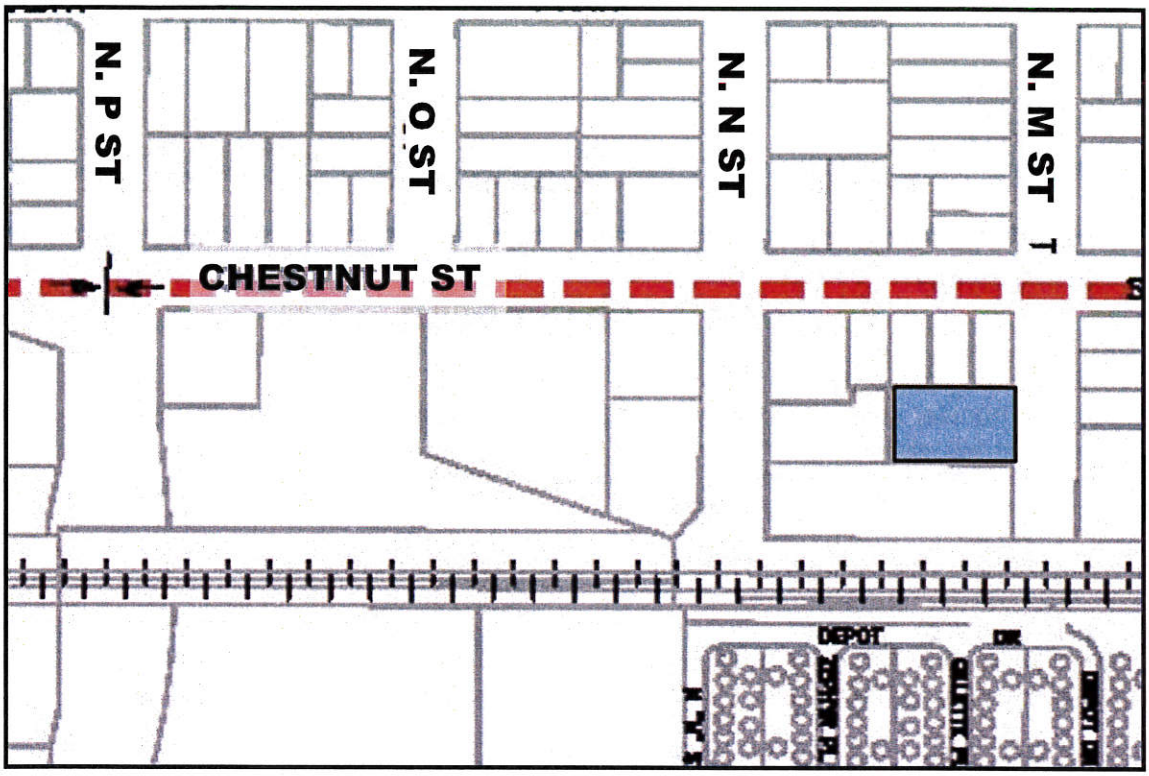
File No: 0131-617397ala
Officer: Diane Burton/DB
New Loan No:
Settlement Date: 07/30/2010
Disbursement Date: 07/30/2010
Print Date: 7/30/2010, 3:59 PM

Buyer: Redevelopment Agency City of Livermore
Address: 1052 South Livermore Avenue, Livermore, CA 94550
Seller: CRP Properties, Inc.
Address:

Charge Description	Buyer Charge	Buyer Credit
Consideration:		
Total Consideration	2,500,000.00	
Deposits in Escrow:		
Receipt No. 2474103626 on 06/16/2010 by City of Livermore		50,000.00
Receipt No. 2474103783 on 07/29/2010 by Redevelopment Agency City of Livermore		2,450,429.00
Adjustments:		
Security Deposit Livermore School of Dance		2,800.00
Title/Escrow Charges to:		
ALTA Std Owner Policy 1402.06 (6-17-06) to First American Title Company	1,791.50	
Escrow Fee - One Half to First American Title Company	1,437.50	
Totals	2,503,229.00	2,503,229.00

You are Instructed to hold the Pro-Rated 2010-2011 Property Tax Estimate until you receive a re-apportioned Property Tax Bill from the Seller (or County directly) to be paid through escrow upon receipt. The Seller is responsible to pay any excess over the amount held in Escrow. Any excess funds held will be refunded to the Seller immediately.

EXHIBIT A.6



241 North M Street
(D & M Auto Machine Shop)
APN: 098-0250-001-03

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089528 03/23/2011 04:17 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

6 PGS

cc: HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 098-0250-001-03

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a public body corporate and politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as The Redevelopment Agency of the City of Livermore, a public body, corporate and politic

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

Lots 9 and 10, Block 10, as said Lots and Block are shown on the "Map of the Northern Addition to the Town of Livermore", filed September 30, 1875, in Book 2 of Maps, Page 51, in the Office of the County Recorder of Alameda County,

subject to the covenants and restrictions in Exhibit "A" attached hereto.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

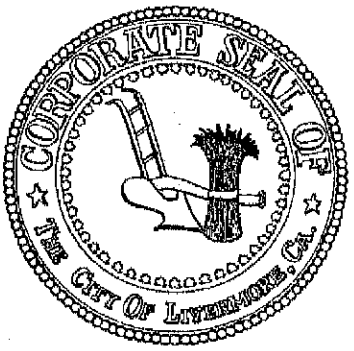
}
STATE OF CALIFORNIA } SS.
COUNTY OF ALAMEDA }

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

EXHIBIT "A"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 098-0250-001-03) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

2

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:
The Redevelopment Agency of the City of Livermore
1052 So. Livermore Avenue
Livermore, CA 94550

2008180810 06/06/2008 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 1.00

3 PGS

DA
3
Tax

cc: Engineering (2)

Space Above This Line for Recorder's Use Only

No Fee Govt. Code 27283

A.P.N.: 098-0250-001-03

C8-200

File No.: 0131-616529ala (DB)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX $**Exempt - R&T Code 11922 - Grantee is Governmental Agency**; CITY TRANSFER TAX $**0.00**;
SURVEY MONUMENT FEE $

[ ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; [x] City of **Livermore**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Livermore Chestnut Associates, LLC, a California limited liability company**

hereby GRANTS to **The Redevelopment Agency of the City of Livermore, a body corporate and politic**

the following described property in the City of **Livermore**, County of **Alameda**, State of **California**:

LOTS 9 AND 10, BLOCK 10, AS SAID LOTS AND BLOCK ARE SHOWN ON THE "MAP OF THE NORTHERN ADDITION TO THE TOWN OF LIVERMORE", FILED SEPTEMBER 30, 1875, IN BOOK 2 OF MAPS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

This conveyance is made subject to property taxes and assessments, all matters, liens and encumbrances of record, and all matters that would be revealed by a physical inspection and/or a survey of the Property.

ECONOMIC
JUL 03 2008
DEVELOPMENT

Mail Tax Statements To: **SAME AS ABOVE**

Dated: **05/30/2008**

Livermore Chestnut Associates, LLC, a
California limited liability company

By: Arroyo Crossing, Inc., a California
corporation, its Managing Member

By: Caryn Kali, Vice President

STATE OF California)SS
COUNTY OF San Mateo)

On June 2, 2008, before me, Jennifer Andre, Notary Public, personally appeared Caryn Kali, 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.

JENNIFER ANDRE
COMM. # 1714751
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY
MY COMM. EXP. FEB. 2, 2011

Signature

My Commission Expires: 2-2-11

This area for official notarial seal

Notary Name: Jennifer Andre
Notary Registration Number: 1714751

Notary Phone: (650) 377-0300
County of Principal Place of Business: San Mateo

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, APN 098-0250-001-03 dated June 6, 2008, from Livermore Chestnut Associates, LLC, a California limited liability company, as to Parcel 1 and the Livermore Redevelopment Agency of the City of Livermore, a body corporate and politic, as to Parcel 2, to the City of Livermore, a body corporate and politic, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: June 3, 2008

Alice Calvert, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CC08-200

08-163 C

COOPERATION AND REPAYMENT AGREEMENT

(Purchase 241 North M Street)

This Agreement is entered into as of the 12th day of May, 2008, by and between the City of Livermore, a municipal corporation ("City") and the Redevelopment Agency of the City of Livermore, a body corporate and politic ("Agency") regarding the loan of funds for the purchase and facilitation of property located at 241 North M Street ("Property").

Recitals

A. By Ordinance No. 1114 adopted July 12, 1982, as amended by Ordinance No. 1398 adopted December 21, 1992, Ordinance No. 1435 adopted November 14, 1994, Ordinance No. 1696 adopted August 11, 2003, Ordinance No. 1703 adopted November 10, 2003 and Ordinance No. 1739 adopted October 11, 2004, the City Council has adopted and amended the Redevelopment Plan for the Livermore Redevelopment Project Area (the "Redevelopment Plan") affecting the Livermore Redevelopment Project Area (the "Project Area").

B. The Agency is vested with the responsibility for formulating and carrying out necessary redevelopment projects within the Project Area.

C. The City's Downtown Specific Plan identifies an area within the Downtown Neighborhood – North Side; which envisions residential and other uses supportive of a neighborhood environment.

D. The purchase of the Property would create a contiguous 2.6± acre Agency-owned parcel from 1763 Chestnut to 241 North M Street and become part of a master residential mixed-income development that would include a variety of housing types while maximizing project affordability and potential tax increment.

E. City has appropriated funding from state and local affordable housing sources, including Housing Enabled by Local Partnerships (HELP) fund, for the acquisition and development of the Property.

F. The City and the Agency desire to enter into this Agreement for the following purposes:

(i) To set forth activities, services, and facilities that the City will render for and make available to the Agency in furtherance of the activities and functions of the Agency under the Community Redevelopment Law in connection with the Property; and

(ii) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency for the Property.

Agreement

1. PURPOSE

The purpose of this Agreement is to establish a mechanism for repayment of the Loan from the City to the Agency as more fully set forth in Section 4; and, determine use, disposition, and development of the Property as more fully set forth in Section 6.

2. AMOUNT OF LOAN

The City agrees to provide a loan to the Agency in the amount of up to $400,000 (Four Hundred Thousand Dollars) from F629 (HELP Fund) to assist with the purchase of the Property, including escrow fees, legal fees, carrying costs, operating costs and property maintenance and management.

3. TERM OF AGREEMENT

Subject to Section 4(c) below, this Agreement shall be in full force and effect for a period beginning as of the date first above written and continuing until the earlier of (i) all repayment obligations of the Agency to the City are satisfied in full in accordance with the terms of this Agreement, or (ii) the expiration date of the effectiveness of the Redevelopment Plan.

4. REPAYMENT

(a) Annual Payment. Beginning with fiscal year 2012/2013, the Agency shall repay the Loan in ten (10) annual installments (the "Agency Payment") on or before January 31 of each fiscal year (the "Payment Date") from funds generated by tax increment arising out of the redevelopment of the Property. However, if the Property is sold or disposed of by the Agency the full amount of the outstanding principal and interest due under this Agreement shall be paid within 60 days of sale or disposition by Agency to City as provided in Section 6(c).

(b) Interest. The principal balance of this Note shall bear simple interest from the date of disbursement until repaid in full at the Local Agency Investment Fund rate applicable during the period the interest is accruing.

(c) New Payment Schedule. If on December 31, 2023 the Agency determines that the tax increment generated by the Property will be insufficient to repay the remaining principal balance and accrued interest of the Loan in full, the City and the Agency shall meet and negotiate in good faith a new method for the repayment of the Loan.

5. SUBORDINATION

It is agreed by the parties hereto that all repayments to the City pursuant to this Agreement are subordinated to any and all payments necessary to satisfy existing debt of the Agency and to any and all payments necessary to satisfy the Agency's obligations in connection with the Bonds or to the extent necessary for any bonded indebtedness for which the Agency has pledged as a security or source of repayment tax increment generated within the Project Area.

6. TERMS AND CONDITIONS

(a) Record Keeping. The City will keep records of activities and services undertaken pursuant to the Agreement and the costs thereof so that an accurate determination of the Agency's total liability to the City can be made. The City shall periodically, but not less than annually, submit to the Agency, upon Agency's request, a statement of costs incurred by the City in rendering activities and services of the City in connection with the Property. Such statement of costs may include consultant expenses incurred by the City.

(b) Disposition and Development of Property. The disposition and development of this site shall be as part of a master residential development processed by the Housing and Human Services Division at the direction of the Community Development Director.

(c) Proceeds. Funds used in the acquisition and development of the Property were derived from state and local affordable housing sources. All proceeds from the sale or disposition of the Property, or a portion thereof, shall first be applied to the outstanding Housing-funded loan amount as described in Section 2 of this Agreement; and, thereafter paid to appropriate Housing and Human Services program funds.

7. INDEBTEDNESS

The Agency's obligations under this Agreement shall constitute an indebtedness of the Agency within the meaning of Health and Safety Code Section 33670 et seq.

8. VALIDITY OF AGREEMENT

If any provisions of this Agreement, or the application thereof to any person, party, transaction, or circumstance, is held invalid, the remainder of this Agreement, or the application of such provision to other persons, parties, transactions or circumstances, shall not be affected thereby.

9. AMENDMENT

This agreement may be amended at any time provided such amendment is in writing and is signed by both parties to this Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Livermore, as authorized by resolution of the City Council of the City of Livermore, has caused the name of the City of Livermore to be affixed to this Agreement, and the Executive Director of the Livermore Redevelopment Agency, as authorized by resolution of the Agency, has caused the name of the Redevelopment Agency of the City of Livermore to be affixed to this Agreement on the above date.

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE

By: Linda Barton
Executive Director

Approved as to form:

Agency Counsel, Asst

CITY OF LIVERMORE

By: Linda Barton
City Manager

Approved as to form:

City Attorney, Asst.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING ENTERING INTO A COOPERATION AGREEMENT WITH THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE TO LOAN THE AGENCY $400,000 IN HELP FUNDS (FUND 629) FOR THE PURCHASE OF 241 NORTH M STREET (APN 098-0250-001-03), ESCROW COSTS, OPERATING COSTS AND RELOCATION COSTS; AND AMENDING THE LOW-INCOME HOUSING AGREEMENT BETWEEN THE CITY OF LIVERMORE AND THE O'BRIEN GROUP.

In 2006, the O'Brien Group (Developer) entered into a Low-Income Housing Agreement (LIHA) for the Arroyo Crossing Development with the City of Livermore. The Developer now desires to amend the Low-Income Housing Agreement to modify the terms of Section 1.a of the Original Low-Income Housing Agreement.

The Developer further desires to sell the property located at 241 North M Street to the Redevelopment Agency of the City of Livermore.

The Agency desires to borrow $400,000 from the City to cover costs associated with the acquisition of the property located at 241 North M Street.

BE IT RESOLVED by the Livermore City Council that the City Manager is authorized on behalf of the City of Livermore to:

1. Sign the Amendment to Low-Income Housing Agreement between the City of Livermore and O'Brien Group for the Arroyo Crossing development to allow a one year extension for the delivery of the Chestnut Avenue property to the city;

2. Appropriate $400,000 in Housing Enabled through Local Partnerships (HELP) funds for acquisition, escrow fees, legal fees, carrying costs, property maintenance and management, and operating expenses associated with the purchase and incurred or to be incurred as a result thereof; and,

3. Enter into a Cooperation Agreement with the Redevelopment Agency to loan the Agency $400,000 to purchase 241 North M Street.

BE IT FURTHER RESOLVED by the Livermore City Council that the City Manager is authorized to sign all documents as may be necessary to assist the Redevelopment Agency of the City of Livermore to purchase the property at 241 North M Street.

On the motion of Councilmember Leider, seconded by Councilmember Horner, the foregoing resolution was passed and adopted on the 12th day of May, 2008, by the following vote:

AYES Councilmembers Horner, Leider, Vice Mayor Marchand
NOES: None
ABSENT: Councilmember Williams, Mayor Kamena
ABSTAIN: None

ATTEST & DATE:

CITY CLERK
ALICE CALVERT

DATE: May 13, 2008

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY
JASON ALCALA

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING ENTERING INTO A COOPERATION AGREEMENT WITH THE CITY OF LIVERMORE TO ACCEPT A LOAN OF $400,000 IN HELP FUNDS (FUND 629) FOR THE PURCHASE OF 241 NORTH M STREET AND EXECUTING A PURCHASE AND SALE AGREEMENT WITH O'BRIEN GROUP FOR REAL PROPERTY AT 241 NORTH M STREET (APN 098-0250-001-03) IN THE AMOUNT OF $340,000; AND APPROPRIATING $300,000 FROM THE REDEVELOPMENT AGENCY'S HOUSING SET-ASIDE FUND (FUND 581) FOR PARCEL PURCHASE, ESCROW COSTS, OPERATING COSTS AND RELOCATION COSTS

It is desirable for the Redevelopment Agency of the City of Livermore (Agency) to purchase the real property located at 241 North M Street (APN 098-0250-001-03) from the O'Brien Group, to borrow HELP Funds (F629) in the Amount of $400,000 from the City, and to appropriate those funds along with $300,000 from the Redevelopment Agency's Housing Set-Aside Fund (Fund 581) for parcel purchase, escrow costs, operating expenses and relocation costs.

IT IS RESOLVED by the Redevelopment Agency of the City of Livermore that the Executive Director on behalf of the Redevelopment Agency is authorized to:

1. Appropriate $300,000 in Housing Set Aside funds (F581) with the understanding that these funds will remain in the project to cover legal fees, carrying costs, operating costs, property maintenance and management, and relocation expenses associated with the purchase and incurred or to be incurred as a result thereof;

2. Enter into a Cooperation Agreement with the City of Livermore to borrow $400,000 in HELP Funds from the City to purchase 241 North M Street; and

3. Execute the purchase agreement with O'Brien Group based on the outcome of the feasibility analysis section in the purchase agreement, and sign all related documents.

On the motion of Agencymember Leider, seconded by Agencymember Horner, the foregoing Resolution was passed and adopted on the 12th day of May, 2008, by the following vote:

AYES: Agencymembers Horner, Leider, Vice Chair Marchand
NOES: None
ABSENT: Agencymember Williams, Chairperson Kamena
ABSTAIN: None

ATTEST:

Alice Calvert

SECRETARY
ALICE CALVERT

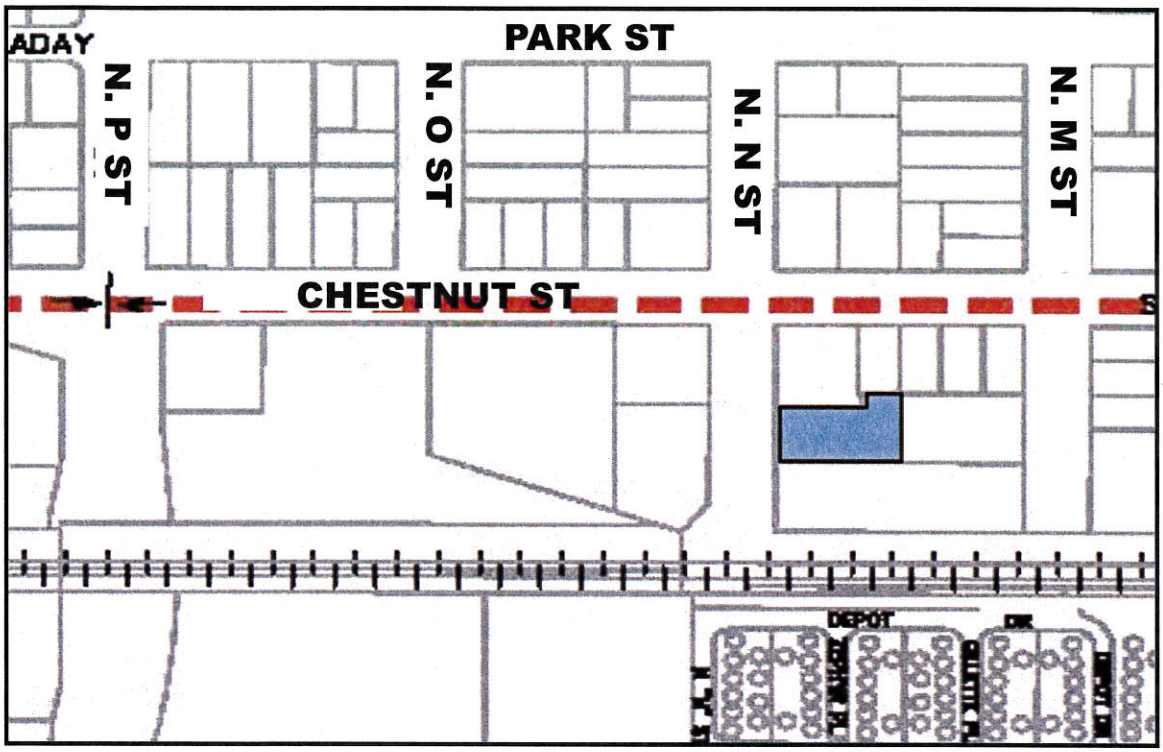
APPROVED AS TO FORM:

ASSISTANT GENERAL COUNSEL
JASON ALCALA

DATE: May 13, 2008

RESOLUTION NO. RA-2008-04

EXHIBIT A.7



242 North N Street
(former DMV site)
APN: 098-0250-002-04

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089534 03/23/2011 04:17 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

7 PGS

cc: HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 098-0250-002-04

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a public body corporate and politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as The Redevelopment Agency of the City of Livermore, a public body, corporate and politic

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERE OF, SUBJECT TO THE COVENANTS AND RESTRICTIONS IN EXHIBIT "B" ATTACHED HERETO.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared
_____

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

_____

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Being a portion of that certain real property as described in that certain Deed to Mario R. Pedrozzi (now deceased) from Margaret V. Harms, also known as Margaret V. Beck and Chester Malcon Beck, also known as Chester Malcolm Beck and as Malcolm Beck, recorded February 20, 1951,i n Book 6363, at Page 479 (Document AF-14426), Official Records, Office of the Recorder, Alameda County, State of California, also being a portion of Lots 3 and 4, Block 10 of that certain map entitled, "Map of the Northern Addition to the Town of Livermore", filed and recorded September 20, 1875, in Map Book 2, at Page 51, Official Records, Office of the Recorder, Alameda County, State of California, being more particularly described as follows:

Commencing at the northwesterly corner of said Block 10 (2 Maps 51), being the northwesterly corner of Lot 1 of said Block 10 (2 Maps 51), also being at the intersection of the southeasterly right of way line of Chestnut Street (80 feet wide) and the northeasterly right of way line of North N Street (80 feet wide); thence along the northeasterly right of way line of said north N Street (80 feet wide), south 20° 30' 00" east, 119.70 feet to the point of beginning of the herein described real property; thence continuing along said northeasterly right of way line of North N Street (80 feet wide), south 20° 30' 00" east, 80.30 feet to the southwesterly corner of said Lot 4, Block 10 (2 Maps 51); thence along the southeasterly line of said Lot 4, Block 10 (2 Maps 51), north 69° 30' 00" east, 150.00 feet to the southeasterly corner of said Lot 4, Block 10 (2 Maps 51); thence along the northeasterly line of said Lot 4, Block 10 (2 Maps 5), north 20° 30' 00" west, passing at 50.00 feet being the southeasterly corner of said Lot 3, Block 10 (2 Maps 5), continuing along the northeasterly line of said Lot 3, Block 10 (2 Maps 51) for a total distance of 100.00 feet to the northeasterly corner of said Lot 3; thence along the northwesterly line of said Lot 3, Block 10 (2 Maps 51), south 69° 30' 00" west, 45.00 feet; thence through the interior of said Lot 3, Block 10 (2 Maps 51), the following two (2) courses: South 20° 30' 00" east, 19.70 feet; south 69° 30' 00" west, 105.00 feet to the point of beginning.

Assessor's Parcel No. 098-0250-002-04

EXHIBIT "B"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 098-0250-002-04) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore,
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

PLEASE PLACE RECORDER LABEL BELOW THIS LINE

RECORDING REQUESTED BY AND
'HEN RECORDED MAIL TO:

CITY CLERK, CITY OF LIVERMORE
1052 S. LIVERMORE AVENUE
LIVERMORE, CA 94550-4899

No Fee for recording pursuant to Government Code Section 27383

2007053040 02/05/2007 10:29 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

6 PGS

THIS SPACE FOR RECORDER'S USE ONLY

LOG # 06-413

Re-record to correct Certificate of Acceptance and to add
Signature Acknowledgment
Previously recorded November 11, 2006 Series# 2006408924

TITLE OF DOCUMENT

City Clerk's
Office

FEB 27 2007

City of
Livermore

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code 27361.6)
(Additional recording fee applies)

RECORDING REQUESTED BY:
Chicago Title Company
Escrow No.: 06-38600968-LB
Locate No.: CACTI7701-7707-2386-0059009622
Title No.: 06-59009622-SC

When Recorded Mail Document and Tax Statement To:
The Redevelopment Agency of the City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

2006408924 11/01/2006 02:13 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE 17 00
2006408924
4 PGS
06-0413

APN: 098-0250-002-04

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax is $
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area City of **Livermore**,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Livermore Chestnut Associates, LLC, a California limited liability company

hereby GRANT(S) to The Redevelopment Agency of the City of Livermore, a body corporate and politic

the following described real property in the City of **Livermore**, County of **Alameda**, State of **California**:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: October 25, 2006

STATE OF CALIFORNIA)
COUNTY OF San Mateo)
ON Oct. 27, 2006 before me, Frances Gould, Notary Public (here insert name and title of the officer), personally appeared Caryn E. Kali,
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 Frances Gould (Seal)

Livermore Chestnut Associates, LLC
a California limited liability company

BY: Arroyo Crossing, Inc.,
A California corporation

BY: [signature]
Caryn Kali, Vice President

FRANCES GOULD
Commission # 1586477
Notary Public - California
San Mateo County
My Comm. Expires Jun 10, 2009

MAIL TAX STATEMENTS AS DIRECTED ABOVE

FD-213 (Rev 7/96)
(grant)(06-06)

GRANT DEED

CTT-WCC-59009622-LB

ILLEGIBLE NOTARY SEAL DECLARATION

(GOVERNMENT CODE 27361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached, reads as follows:

NAME OF NOTARY PUBLIC: Frances Gould

COMMISSION NUMBER: 1586477

NOTARY PUBLIC STATE: CALIFORNIA

COUNTY: San Mateo

MY COMM. EXPIRES: Jun 10, 2009
(DATE)

SIGNATURE OF DECLARANT: AG

PRINT NAME OF DECLARANT: Ana Gonzalez

CITY & STATE OF EXECUTION: Walnut Creek, California

DATE SIGNED: 10/31/06

THE ABOVE INFORMATION MUST BE LEGIBLE FOR SCANNING

Escrow No.: 06-**38600968**-LB
Locate No.: CACTI7701-7707-2386-0059009622
Title No.: 06-**59009622**-SC

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Being a portion of that certain real property as described in that certain Deed to Mario R. Pedrozzi (now deceased) from Margaret V. Harms, also known as Margaret V. Beck and Chester Malcon Beck, also known as Chester Malcolm Beck and as Malcolm Beck, recorded February 20, 1951,i n Book 6363, at Page 479 (Document AF-14426), Official Records, Office of the Recorder, Alameda County, State of California, also being a portion of Lots 3 and 4, Block 10 of that certain map entitled, "Map of the Northern Addition to the Town of Livermore", filed and recorded September 20, 1875, in Map Book 2, at Page 51, Official Records, Office of the Recorder, Alameda County, State of California, being more particularly described as follows:

Commencing at the northwesterly corner of said Block 10 (2 Maps 51), being the northwesterly corner of Lot 1 of said Block 10 (2 Maps 51), also being at the intersection of the southeasterly right of way line of Chestnut Street (80 feet wide) and the northeasterly right of way line of North N Street (80 feet wide); thence along the northeasterly right of way line of said north N Street (80 feet wide), south 20° 30' 00" east, 119.70 feet to the point of beginning of the herein described real property; thence continuing along said northeasterly right of way line of North N Street (80 feet wide), south 20° 30' 00" east, 80.30 feet to the southwesterly corner of said Lot 4, Block 10 (2 Maps 51); thence along the southeasterly line of said Lot 4, Block 10 (2 Maps 51), north 69° 30' 00" east, 150.00 feet to the southeasterly corner of said Lot 4, Block 10 (2 Maps 51); thence along the northeasterly line of said Lot 4, Block 10 (2 Maps 5), north 20° 30' 00" west, passing at 50.00 feet being the southeasterly corner of said Lot 3, Block 10 (2 Maps 5), continuing along the northeasterly line of said Lot 3, Block 10 (2 Maps 51) for a total distance of 100.00 feet to the northeasterly corner of said Lot 3; thence along the northwesterly line of said Lot 3, Block 10 (2 Maps 51), south 69° 30' 00" west, 45.00 feet; thence through the interior of said Lot 3, Block 10 (2 Maps 51), the following two (2) courses: South 20° 30' 00" east, 19.70 feet; south 69° 30' 00" west, 105.00 feet to the point of beginning.

Assessor's Parcel No. 098-0250-002-04

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated October 25, 2006, from Livermore Chestnut Associates, LLC, (APN 098-0250-002-04) to the Redevelopment Agency of the City of Livermore, is hereby accepted by the undersigned Secretary on behalf of the Redevelopment Agency of the City of Livermore pursuant to authority conferred by Resolution No. RA-3-89 of the Redevelopment Agency of the City of Livermore adopted on January 23, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: February 1, 2007

Alice Calvert, Secretary
Redevelopment Agency of
the City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

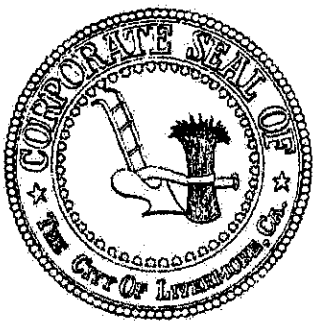
CORPORATE SEAL OF THE CITY OF LIVERMORE, CA

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.

On February 1, 2007 before me, SUSAN GIBBS, ASSISTANT CITY CLERK

personally appeared Alice Calvert City Clerk,
CITY OF LIVERMORE, 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 Susan Gibbs

(This area for official City seal)

Arroyo Crossing

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING SIGNING OF LOW-INCOME HOUSING AGREEMENT
Arroyo Crossing, Inc.

Arroyo Crossing, Inc., developer of Arroyo Crossing, a proposed 155-unit development of single-family detached homes, located at 1364 Arroyo Road, south of Robertson Park Road and north of Cabernet Way, desires to meet its Inclusionary Housing Requirement for the Arroyo Crossing Development by entering into a Low-Income Housing Agreement with the City of Livermore.

The Low Income Housing Agreement will provide eight affordable units constructed onsite at Arroyo Crossing and the dedication of property located at 1763 Chestnut, APNs 098-0249-001-03, 098-0249-001-04, and 098-0249-001-05, free of liens, leases, encumbrances, and clear of buildings, including foundations, and pavement, and the dedication of property located at 242 North N Street, APN 098-0250-002-02, free of encumbrances, to the City of Livermore prior to June 2007; in lieu of constructing the remaining eight affordable units.

BE IT RESOLVED by the Livermore City Council that the City Manager is authorized to sign, on behalf of the City of Livermore, the Low Income Housing Agreement between the City of Livermore and Arroyo Crossing, Inc. A copy of the agreement is on file in the office of the City Clerk.

On the motion of Councilmember Reitter, seconded by Vice Mayor Leider, the foregoing resolution was passed and adopted this 8th day of May, 2006 by the following vote:

AYES Councilmembers Dietrich, Marchand, Reitter, Vice Mayor Leider and Mayor Kamena
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

RESOLUTION NO. 2006-102

AMENDMENT TO LOW INCOME HOUSING AGREEMENT
BETWEEN CITY OF LIVERMORE AND ARROYO CROSSING, INC.

This Amendment to Low Income Housing Agreement (this "Amendment") is entered into effective as of May 12, 2008, by and between the City of Livermore, a municipal corporation ("City"), and Arroyo Crossing, Inc., a California corporation ("Developer"), with reference to the following facts:

A. City and Developer have entered into that certain Low Income Housing Agreement dated May 8, 2006 (the "Original Housing Agreement") relating to Developer's residential subdivision known as "Arroyo Crossing," and the development of certain affordable housing units in connection therewith.

B. The Redevelopment Agency of the City of Livermore and Developer also have entered into that certain Purchase and Sale Agreement dated May 12, 2008 (the "Purchase and Sale Agreement"), pursuant to which Developer has agreed to sell, and Agency has agreed to purchase, that certain real property located at 241 North "M" Street in the City of Livermore, California, as further described in Exhibit "A" to the Purchase and Sale Agreement.

C. In consideration for entering into and completing the transaction contemplated by the Purchase and Sale Agreement, Developer and City desire to amend the Original Housing Agreement in the manner set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Amendment, the City and Developer agree and acknowledge that the recitals are true and correct and are incorporated into this Amendment, and further agree as follows:

1) Definitions. Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the same respective meanings as given them in the Original Housing Agreement.

2) Amendment of Original Housing Agreement. Section 1.a of the Original Housing Agreement hereby is deleted in its entirety and replaced with the following:

a) Provide, on or before the "Chestnut/North N Street Property Delivery Date" (as hereinafter defined), the approximately two-acre parcel located at 1763 Chestnut (Chestnut/North N Street Property), APN 098-0249-001-03, 098-0249-001-04, and 098-0249-001-05, to the City of Livermore, clear of buildings and foundations (and backfilled with rock to create a generally level graded surface flush with the adjacent pavement grade), and free of any liens or encumbrances (including leases), other than the exceptions to title referenced as items 1, 2 ,3, 4, 5 (property taxes), however, Developer shall continue to pay all taxes due on property (including any and all delinquent taxes) until the Chestnut/North N Street Property is conveyed to the City, item 6 (terms and conditions of Redevelopment Agency) and item 8 (easements or lesser servitude, if any, for access on westerly and southerly portion of premises) in that certain preliminary title report for the Chestnut/North N Street issued by Chicago Title Company under Title No. 06-59007070 and dated March 27, 2006. As used herein, the "Chestnut/North N Street

Property Delivery Date" shall mean April 1, 2009 so long as City has delivered to Developer at least thirty (30) days prior to such date the "Redevelopment Ready Notice" (as hereinafter defined), and if City does not deliver the Redevelopment Ready Notice to Developer at least thirty (30) days prior to April 1, 2009, then the Chestnut/North N Street Property Delivery Date shall mean the first July 1, October 1, January 2, or April 1 thereafter with respect to which City has delivered a Redevelopment Ready Notice at least thirty (30) days prior to such date. As used herein, the "Redevelopment Ready Notice" shall mean a written notice from City to Developer confirming in a manner reasonably acceptable to Developer that City is (or within the immediately succeeding ninety (90) day period will be) ready, willing, and able to commence actual, physical redevelopment of the Chestnut/North N Street Property.

3) No Other Changes. Except as modified hereby, all of the terms and conditions of the Original Housing Agreement shall continue in full force and effect and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth above.

DEVELOPER:

ARROYO CROSSING, INC.,
a California corporation

By: _____

Title: VP

CITY:

THE CITY OF LIVERMORE,
a municipal corporation

By: Linda Barton

Title: City Manager

Approved as to Form:

By: _____
City Attorney, Asst

Low Income Housing Agreement
between
City of Livermore and Arroyo Crossing, Inc.

This Low Income For Sale Housing Agreement ("Agreement") is entered into on May 8, 2006, by and between the City of Livermore, a municipal corporation ("City"), and Arroyo Crossing, Inc., a California corporation ("Developer"), with reference to the following facts:

A. The Developer intends to develop a subdivision consisting of 155 for sale single family detached housing units (Vesting Tentative Tract Map 7561) located at 1364 Arroyo Road south of Robertson Park Road and north of Cabernet Way, in Livermore, California (the "Development").

B. Based on the Conditions of Approval, the Developer is required to provide sixteen (16) units as affordable to low-income persons and families ("Affordable Units").

C. The Developer and City have agreed that the Developer will satisfy his inclusionary requirement by providing eight (8) Affordable Units on-site and providing amenities off-site in-lieu of the delivery of the remaining eight (8) Affordable Units.

D. The Affordable Units shall be dispersed throughout the development as identified in Attachment 1 and provide a mix of "Plan 1" and "Plan 5" units. The Affordable Units will be offered for sale to qualified low income persons and families whose household incomes do not exceed the lesser of (1) eighty percent (80%) of median income of Alameda County, adjusted for actual household size, as published by the California Department of Housing and Community Development, or (2) the qualifying limits for lower income households as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, adjusted for actual household size, as published by the California Department of Housing and Community Development ("Low Income Households").

E. The Affordable Units shall be sold to Low Income Households at a purchase price of $180,630 for a three-bedroom affordable unit ("Below Market Price").

F. To enable the Affordable Units to be purchased by Low Income Households, the Developer has agreed to reduce the expected net proceeds to be received by the Developer from the sale of the Affordable Units to an amount equal to the Below Market Price plus permitted options, improvements and upgrades (collectively "Options"). Options may be added to the Affordable Units at purchaser's expense in addition to the Below Market Price. The total cost for all Options to the Affordable Units shall not exceed 5% of the Below Market Price. Furthermore, no adjustments to the Below Market Price shall be made for any Options to the units other than those ordered by the purchaser as described in this paragraph.

G. For property assessment purposes, the cost of the Affordable Units reported to the Alameda County Assessor's Office shall equal the Below Market Price plus permitted Options ("Developer Proceeds").

H. As payment for the Affordable Unit, the Low Income Household purchaser shall pay to the Developer the Developer Proceeds. As a condition to the close of escrow on any Affordable Unit, the Low Income Household purchaser shall execute a promissory note in favor of the City in an amount equal to the difference between the Market Price (as defined in Section 2e below) and the Below Market Price (the "Promissory Note"). In addition to the Promissory Note, the Low Income Household purchaser shall execute a deed of trust and a resale restriction agreement in favor of the City that will be recorded in a second-priority position at the close of escrow. The Promissory Note and resale restriction agreement shall be referred to as the "City Loan Documents" and shall be substantially in the form of attached Exhibit A.

I. The procedures for selecting the Low Income Households eligible to purchase the Affordable Units will be provided by the City of Livermore and shall include maximum income limits by household size, creditworthiness of the purchaser, amount of down payment required, and other financial and/or residency requirements the City may stipulate which are incorporated by reference to the selection criteria as established by Council Resolution 2001-204 and amended from time to time ("Selection Criteria").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the City and Developer agree and acknowledge that the recitals are true and correct and are incorporated into this Agreement, and further agree as follows:

1) The Developer agrees to provide amenities off-site in-lieu of the delivery of eight (8) Affordable Units as identified in this Section 1:

   a) Provide, on or before April 1, 2008, the approximately two-acre parcel located at 1763 Chestnut (Chestnut/North N Street Property), APN 098-0249-001-03, 098-0249-001-04, and 098-0249-001-05, to the City of Livermore, clear of buildings and foundations (and backfilled with rock to create a generally level graded surface flush with the adjacent pavement grade), and free of any liens or encumbrances (including leases), other than the exceptions to title referenced as items 1, 2 ,3, 4, 5 (property taxes), however, Developer shall continue to pay all taxes due on property (including any and all delinquent taxes) until the property is conveyed to the City, item 6 (terms and conditions of Redevelopment Agency) and item 8 (easements or lesser servitude, if any, for access on westerly and southerly portion of premises) in that certain preliminary title report for the Chestnut/North N Street issued by Chicago Title Company under Title No. 06-59007070 and dated March 27, 2006.

   b) Provide, on or before October 1, 2006, the property located at 242 North N Street (M/N Street Property), APN 098-0250-002-02, to the City of Livermore, clear of buildings and foundations (and backfilled with rock to create a generally level

graded surface flush with the adjacent pavement grade), and free of liens or encumbrances (including leases), other than the exceptions to title referenced as items 1, 2 ,3 (property taxes), however, Developer shall continue to pay all taxes due on property (including any and all delinquent taxes) until the property is conveyed to the City, item 4 (terms and conditions of Redevelopment Agency) and item 5 (easement for ingress, egress and building maintenance on northwesterly portion of parcel) in that certain preliminary title report for the M/N Street issued by Chicago Title Company under Title No. 06-59006980 and dated March 27, 2006.

c) Provide, on or before October 1, 2006, a payment of $35,000.00 to the Housing and Human Services Division to offset the costs associated with the removal of pavement by the City or its designee from sites described in Section 1.a and 1.b of this Agreement.

d) Prior to issuance of the first occupancy permit of a Market Price unit in the Development, the M/N Street Property shall be conveyed to the City of Livermore.

e) Prior to issuance of the 75th occupancy permit of a Market Price unit in the Development, the Chestnut/North N Street Property shall be conveyed to the City of Livermore and at least four Affordable Units in the Development shall be delivered to market.

2) The Developer agrees to sell eight (8) Affordable Units at the Below Market Price to Low Income Households approved by the City pursuant to the Selection Criteria.

a) The Affordable Units, identified in Section 2.b.i, below, are located on base lots throughout the Development and provide a mix of "Plan 1" and "Plan 5" units.

b) The location of the Affordable Units may be changed with the mutual written consent of the City and Developer provided any change in location and lot size does not materially detract from the value of the Affordable Units.

i) Affordable Units will be as follows (all references below to Lot numbers are to Lot numbers as shown on Vesting tentative tract Map 7561):

Lot

11 (1) Lot ~~11~~, Plan 1, 3 bedrooms, 2.5 baths, and a 2 car garage;
35 (2) Lot ~~52~~, Plan 1, 3 bedrooms, 2.5 baths, and a 2 car garage;
25 (3) Lot ~~66~~, Plan 1, 3 bedrooms, 2.5 baths, and a 2 car garage;
28 (4) Lot ~~76~~, Plan 5, 3 bedrooms, 2.5 baths, and a 2 car garage;
4 (5) Lot ~~82~~, Plan 5, 3 bedrooms, 2.5 baths, and a 2 car garage;
16 (6) Lot ~~100~~, Plan 5, 3 bedrooms, 2.5 baths, and a 2 car garage;
7 (7) Lot ~~105~~, Plan 1, 3 bedrooms, 2.5 baths, and a 2 car garage;
33 (8) Lot ~~127~~, Plan 1, 3 bedrooms, 2.5 baths, and a 2 car garage.

Same Location just new Lot #s

Indoor living area includes a living room, dining room and kitchen, three bedrooms and two and one-half bathrooms.

c) The Developer agrees to accept the Developer Proceeds as its sole compensation for the sale of the Affordable Units.

d) The Developer shall cause each Low Income Household purchaser to execute the City Loan Documents in substantially the form of Exhibit A attached hereto at the close of escrow for the purchase of the Affordable Unit. The Promissory Note executed by the Low Income Household purchaser in favor of the City shall be in the amount equal to the difference between the Market Price and the Below Market Price.

e) The sales price that the Developer establishes for the market-rate units that are comparable to the Affordable Units shall be the "Market Price". If there are no Market Price units for sale that are of the same plan/elevation or are comparable to the Affordable Units, the Market Price shall be the "fair market value" as determined by an appraisal of the Affordable Unit, paid for by the developer. Nothing in this subparagraph shall preclude the Developer and the City from establishing the Market Price of the Affordable Unit by mutual agreement in lieu of an appraisal.

f) Developer agrees to allow the City to promptly conduct a selection process to provide the Developer with a list of eligible Low Income Households to purchase the Affordable Units ("Selection Process").

   i) The Selection Process includes the distribution and processing of applications, marketing the affordable units and other Inclusionary Housing programs, establishing a list identifying eligible low income households based on preferences established by Council, identifying financing for first time homebuyers, assisting homebuyers through the escrow process, monitoring of resale restriction agreements and related documents, providing homebuyer education and consumer credit counseling for first time homebuyers and ensuring compliance with all federal and state fair housing laws and regulations.

   ii) The City may update the list of eligible Low Income Household purchasers by conducting additional selection processes as needed to correspond to the availability of Affordable Units to ensure that a significant number of eligible households are identified.

   iii) To ensure timely delivery of eligible purchasers of the Affordable Units to the Developer, Developer agrees to notify the City's Housing and Human Services Division 120 days prior to the first Affordable Unit being ready for occupancy (the "Availability Notice").

iv) To cover all costs associated with the selection and qualifying of Low Income Household purchasers, the long-term monitoring of the affordability of the units and associated resale restriction agreements, the City shall receive an administrative fee equal to 1.25 percent of the Below Market Price of each Affordable Unit, which shall be paid to the City of Livermore at close of escrow.

g) In the event that any of the Affordable Units remain unsold on the date that is 120 days after the City's receipt of the Availability Notice, the Developer shall notify the City in writing of such fact (the "Inventory Notice"). As used in this Section 2.g, the term "sold" shall mean (I) the execution of a purchase and sale agreement by and between Developer and the Low Income Household purchaser and (II) the Developer's receipt from the Low Income Household purchaser of a written unconditional approval of a mortgage loan, in an amount equal to the amount by which the sum of the Developer Proceeds plus the Low Income Household purchaser's estimated closing costs exceeds the Low Income Household purchaser's down payment. Within ten (10) working days after receipt of the Inventory Notice, the City, or its assignee, may notify the Developer in writing that City will purchase the Affordable Unit (the "Purchase Notice"). If the Purchase Notice is given by the City, (A) the Developer shall then sell the Affordable Unit to the City, or its assignee, for the amount of the Developer Proceeds and (B) the terms of the sale shall be those terms set forth in the Developer's standard purchase and sale agreement for the Development. In the event that the City, or its assignee, fails to deliver the Purchase Notice in a timely manner, the Affordable Unit may be sold by the Developer as a Market Price unit (each, a "Converted Unit"), without restrictions as to price, affordability or future re-sale, and without recordation of any deed restrictions or City Loan Documents against the Converted Unit. In such event, the Developer shall pay to the City, from the Market Price received for the Converted Unit, an amount equal to the amount by which Market Price for the Converted Unit exceeds the sum of the Below Market Price plus Developer's actual selling and closing costs for the Converted Unit (the "Developer Payment"). The Developer Payment shall be paid to the City upon close of escrow on the sale of each Converted Unit, unless the sale is pursuant to a purchase and sale agreement, in which event the Developer Payment shall be paid to the City upon the occurrence of both of the following events: (I) execution of such purchase and sale agreement and (II) the Developer's receipt of a written unconditional approval of a mortgage loan for the Converted Unit, in an amount equal to the Market Price plus the Converted Unit purchaser's estimated closing costs less the Converted Unit purchaser's down payment, whichever shall first occur. The Developer Payment shall be retained by the City in a special account to be used solely for activities which the City, in its sole discretion, deems will facilitate the provision of housing for Low Income Households.

3) Any material breach of this Agreement by the City or the Developer, which is not cured within fifteen (15) days after notice is given by the non-breaching party or, where cure is not possible within fifteen (15) days, whose cure is not commenced

within fifteen (15) days and diligently prosecuted to completion, shall constitute an Event of Default. Upon the happening of an Event of Default, the non-breaching party may pursue any remedy allowed at law or in equity.

4) Any notice, tender or delivery to be given pursuant to this Agreement by either party shall be in writing and may be accomplished by express delivery service, or first class certified mail, return receipt requested, notice shall be deemed received on the date shown on the receipt as the date of delivery, refusal of delivery or the date returned as undeliverable. Notices shall be addressed as set forth below, but each party may change his or her address by written notice in accordance with this Section.

To the City:	To the Developer:
City of Livermore 1052 So. Livermore Ave. Livermore, CA 94550 Attn: City Manager	O'Brien Group 950 Tower Lane, Ste 1250 Foster City, CA 94404

If any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach of this Agreement, then the party prevailing in any such action shall be entitled to recover all reasonable attorneys' fees and costs incurred.

5) The Developer shall comply with all terms of the City's Inclusionary Housing Ordinance (Section 18.32.035 of the Livermore Municipal Code).

6) This Agreement shall not be modified except by written instrument executed by and between the parties.

7) This Agreement constitutes the entire understanding and agreement of the parties with respect to the sale of the Affordable Units.

8) This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

9) If any term of this Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, then the remaining terms shall continue in full force unless the rights and obligations of the parties have been materially altered by such holding of invalidity.

10) This Agreement shall be governed by the laws of the State of California.

11) Any exhibits referred to in this Agreement are incorporated in this Agreement by such reference.

12)This Agreement may be executed in counterparts, by actual or facsimile signature (with originals to be forwarded by overnight mail. Each counterpart shall be deemed an original and all, when taken together, shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on or as of the date first written above.

City of Livermore
A municipal corporation

Linda Barton
City Manager

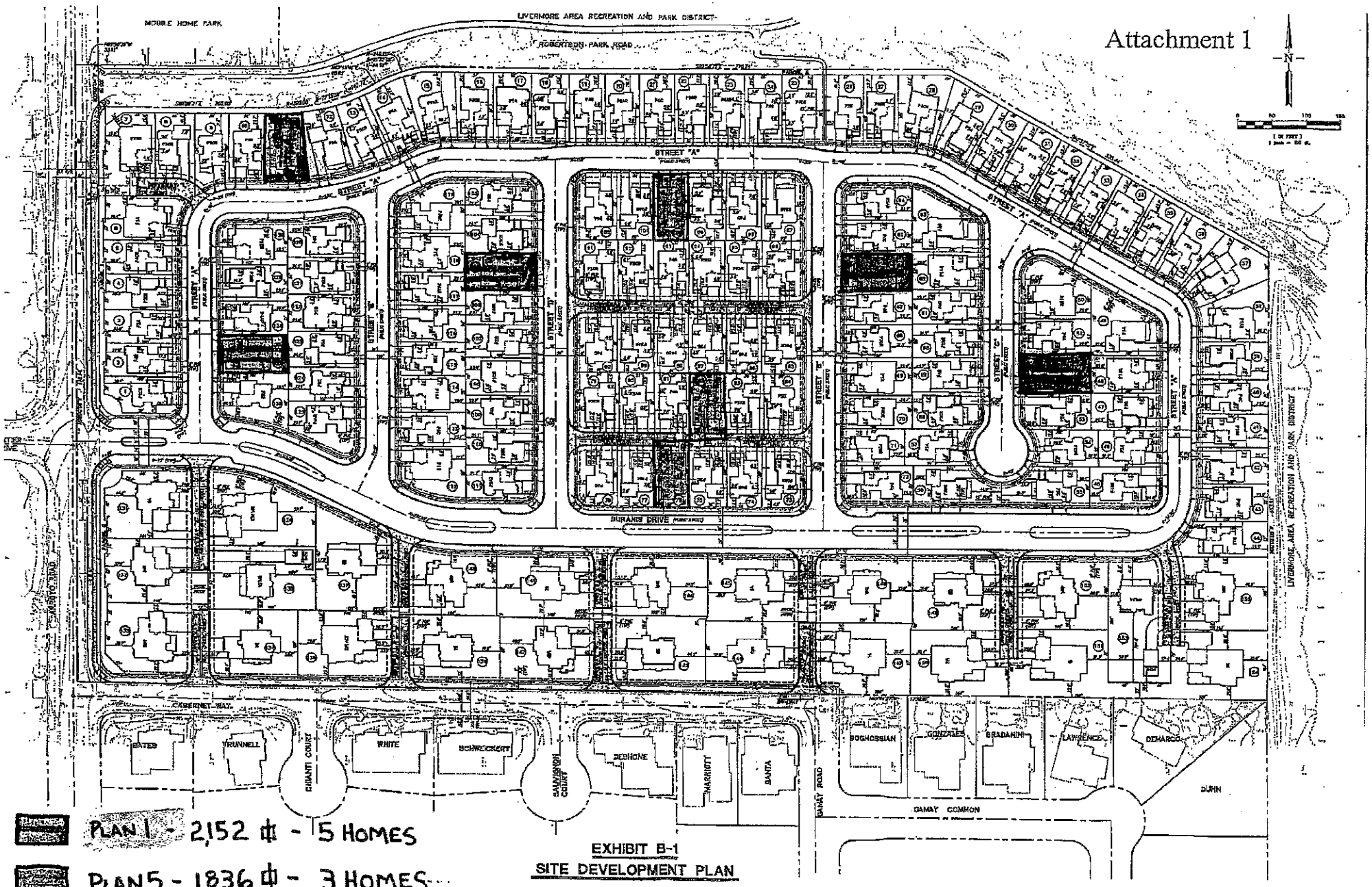
Approved as to Form

By:_____
City Attorney, Assistant

Arroyo Crossing, Inc., a
California corporation

James Pollart
Its Vice President

Attachment 1



PLAN 1 - 2,152 # - 5 HOMES

PLAN 5 - 1,836 # - 3 HOMES

EXHIBIT B-1
SITE DEVELOPMENT PLAN

TRACT 7561 - ARROYO CROSSING

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

NOTE:
1. ALL PRIVATE DRIVEWAYS WILL BE OWNED, MAINTAINED, AND REPLACED, IF NECESSARY, BY THE ADJOINING PROPERTY OWNERS.

Ruggeri - Jensen - Azar & Associates

REVISED: MARCH 22
DATE: AUGUST 2

SHEET P-1

EXHIBIT A

COMPLIMENTARY RECORDING REQUESTED PURSUANT
TO GOVERNMENT CODE SECTION 27383

When Recorded Mail To:

City Clerk
City of Livermore
1052 So. Livermore Avenue
Livermore, CA 94550

RESALE RESTRICTION AGREEMENT

Owner: _____

Residence: _____
Livermore, CA 94550.

This Resale Restriction Agreement (the "Agreement") is entered into as of this _____day of _____, by and between the City of Livermore, a municipal corporation (the "City") and _____ (the "Owner").

RECITALS

A. There is currently a shortage of single family housing in the City of Livermore that is affordable to low income households, causing many low income households to be unable to purchase single family homes.

B. To assist low income households in purchasing single family homes, the City has granted developers certain regulatory concessions and in return developers have agreed to cooperate with the City in developing affordable single family homes.

C. In order to further its plan to assist in the purchase of homes by low income households, the City has developed a second mortgage program designed to assist qualified purchasers to purchase single family homes while preventing unfair windfall profits to the purchasers (the "Second Mortgage Program").

D. Without the City's Inclusionary housing requirements which require the developers to build homes at an affordable price, the Owner would not have had the opportunity to purchase a single family residence.

E. The City's second mortgage represents the value that the owner has received as a result of the City's Inclusionary requirements.

F. The Owner desires to purchase an affordable single family home (the "Residence") and to participate in the Second Mortgage Program.

G. The Owner has qualified for City financing with a combined household income which does not exceed the lesser of (1) eighty percent (80%) of median income of Alameda County, adjusted for actual household size, as published by the California Department of Housing and Community Development, or (2) the qualifying limits for lower income households as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, adjusted for actual household size, as published by the California Department of Housing and Community Development.

H. The City wishes to establish resale controls to protect its financial interest in the Residence and to provide for the continued availability of affordable housing.

I. In order to protect its financial interest and its program of providing housing for low income households, the City has required the Owner to execute, in addition to this Agreement, a promissory note in favor of the City (the "City Note").

J. This Agreement and the City Note shall be secured by a deed of trust in a second lien position (the "City Deed of Trust") subordinate to the lien of that deed of trust executed by the Owner in favor of _____, as beneficiary (the "First Lender").

K. The purpose of this Agreement is to place resale controls on the Residence and establish eligibility requirements for subsequent purchasers.

L. The City intends to apply the production of this Residence, to the extent permitted by law, toward the satisfaction of the requirements of Health and Safety Code Section 33413 (b) (2).

NOW, THEREFORE, in consideration of the benefits received by the Owner and the City, the Owner and the City agree, as follows:

1. DEFINITIONS

The following terms are specially defined for this Agreement and their definitions can be found in the sections indicated below:

A. "Agreement" shall mean this Resale Restriction Agreement.

B. "City" shall mean the City of Livermore, a municipal corporation.

C. "City Deed of Trust" shall mean the deed of trust securing the City Note and this Agreement, and recorded in a second lien position against the Residence, subordinate only to the First Lender's Loan and other title matters approved by the City.

D. "City Note" shall mean the promissory note evidencing the second mortgage to the Owner by the City in connection with the owner's purchase of the Residence.

E. "Eligible Purchaser" shall mean a purchaser meeting the requirements of Section 11 .B below.

F. "Eligible Transfer" shall mean a transfer of the Residence meeting the requirements of Section 11 below.

G. "Fair Market Value" shall be determined by an appraisal of the Residence performed as provided in the Resale Restriction Agreement. Nothing in this subparagraph shall preclude the Borrower and the City from establishing the Fair Market Value of the Residence by mutual agreement in lieu of an appraisal

H. "First Lender" shall mean

I. "First Lender's Loan " shall mean the loan of First Lender to the Owner.

J. "Low Income Purchase Price" shall mean the maximum purchase price for low income for sale housing, adjusted for number of bedrooms, as adopted annually by the City Council of the City.

K. "Median Income" shall mean the median yearly income, adjusted for household size, for a household in Alameda County as published by the California Department of Housing and Community Development.

L. "Owner" shall mean the owner named in the initial clauses of this Agreement.

M. "Proposed Purchaser" shall mean the potential home buyer proposed by the Owner to purchase the Residence from the Owner.

N. "Residence" shall mean that certain real property described in Exhibit A attached hereto and incorporated herein.

0. "Sales Price" shall mean the maximum sales price that the Owner may receive for any Transfer of the Residence to an eligible Purchaser, as calculated in accordance with Section 12 below.

P. "Transfer" shall mean any sale, assignment or transfer, voluntary or involuntary, of any interest in the Residence, including, but not limited to, a fee simple

interest, a joint tenancy interest, a life estate, a leasehold interest, (other than a lease of two (2) months during any twelve (12) month period as permitted in Section 4 of the Resale Restriction Agreement) or an interest evidenced by a land contract by which possession of the Residence is transferred and Borrower retains title, except transfers by gift, devise or inheritance to an existing spouse, domestic partner, child, surviving joint tenant, or a spouse as part of a dissolution proceeding or in connection with marriage, which shall be subject to the execution of a resale restriction and promissory note, the term of which shall be fifty-five (55) years from the date the new promissory note is signed (the amount of the new promissory note shall be for the balance of the existing promissory note on the date of transfer). as further provided in Section 6 below.

2. DESCRIPTION OF PROPERTY

This Agreement concerns the real property commonly known as, _____, Livermore, California, which is more fully described in Exhibit A attached hereto and incorporated herein by reference to the definition of Residence.

3. TERM OF AGREEMENT

The term of this Agreement (the "Term") shall commence as of the date of this Agreement and shall expire on that date fifty-five (55) years from the date of this Agreement.

4. OWNER CERTIFICATIONS

The Owner certifies that (a) the financial and other information previously provided in order to qualify to purchase the Residence is true and correct as of the date of this Agreement and (b) the Owner shall occupy the Residence as the Owner's principal place of residence. The Owner shall be considered as occupying the Residence if the Owner is living in the unit for at least ten (10) months out of each calendar year. The City may grant a temporary waiver of this occupancy requirement for good cause in its sole discretion.

5. LEASING OF RESIDENCE

The owner shall not lease the Residence for more than one (1) month during any twelve (12) month period without the written consent of the City and shall not lease the Residence without providing the city with a copy of the lease. Any lease in violation of this Agreement is prohibited, and shall constitute a default by the Owner hereunder.

6. SALE RESTRICTIONS

Any Transfer of the Residence will be subject to the provisions of this Agreement. Any Transfer without satisfaction of the provisions of this Agreement is prohibited. Transfers to an existing spouse, domestic partner, child, surviving joint tenant, or a

spouse as part of a dissolution proceeding, or in connection with marriage shall not be considered a Transfer for purposes of this Agreement.

7. NOTICE OF INTENDED TRANSFER

In the event the Owner intends to Transfer or vacate the Residence, the owner shall promptly notify the City in writing of such intent. The written notice shall be given in accordance with Section 22 of this Agreement at least ninety (90) days prior to the actual date of the Transfer or vacation of the Residence or such other time period as may be mutually agreed upon by the Owner and the City. Said notice from the Owner shall be sent by certified mail, return receipt requested. Following receipt of such notice, the City may notify prospective Eligible Purchasers of the Residence that the Residence is available for purchase.

8. REPAYMENT OF CITY NOTE UPON TRANSFER BY OWNER

If a Transfer of the Residence occurs to other than an Eligible Purchaser, the Owner shall pay all principal and interest due under the City Note (Exhibit B). Thereafter, this Agreement shall terminate and have no further effect.

9. ASSUMPTION OF THE CITY NOTE

If the Owner transfers the Residence to an Eligible Purchaser in a transaction that meets the Eligible Transfer requirements of Section 11, the City will allow the Eligible Purchaser to assume the obligations under the City Note and the City Deed of Trust, subject to the Eligible Purchaser executing a new promissory note in the amount of the then outstanding, principal and interest under the City Note subject to any adjustments pursuant to Section 12 and a new deed of trust in favor of the City and a new resale restriction agreement substantially in the form of this Agreement. Upon the approval of an Eligible Purchaser's assumption of the Owner's obligations under the City Note and the City Deed of Trust and the execution of a new promissory note, deed of trust and resale restriction agreement by the Eligible Purchaser, the City shall release the Owner from any obligations under this Agreement the City Note or City Deed of Trust. The Eligible Purchaser's assumption of the Owner's obligations under the City Note and City Deed of Trust shall be credited by owner to the Eligible Purchaser as a partial payment of the purchase price for the Residence in the amount of the City Note.

10. TRANSFER BY OWNER

The Owner may sell the Residence to a person of the Owner's choosing (the "Proposed Purchaser") on the terms set forth in this Section.

A. TRANSFER TO INELIGIBLE PURCHASERS: If the Owner Transfers the Residence in a transaction that does not meet the Eligible Transfer requirements of Section 11 below the Owner shall first pay (i) all of the principal and interest due to the

First Lender, and (ii) to the City all principal and interest on the City Note. Thereafter this Agreement shall terminate and have no further effect.

B. TRANSFER TO ELIGIBLE PURCHASER: If the Owner Transfers the Residence in a transaction that meets the Eligible Transfer requirements of Section 11, the City shall allow the obligations under the City Note to be assumed by the Eligible Purchaser pursuant to Section 11A. (5) and (6). The maximum amount that the Owner may receive for the Transfer after the payment of customary and reasonable closing costs for the sale of the Residence shall be lesser of: 1) the fair market value of the Residence; or 2) the-Low Income Purchase Price in effect at the date of sale as established by Council. No adjustments to the Low Income Purchase Price shall be made for any improvements or upgrades to the unit.

11. ELIGIBLE TRANSFER

A transfer that meets the requirements set forth in this Section shall qualify as an approved Transfer to an Eligible Purchaser ("Eligible Transfer"):

A. DISCLOSURES AND SUBMITTALS: The Owner and the Proposed Purchaser shall provide the following information to City:

(1) The name, address and telephone number in writing of the Proposed Purchaser

(2) A signed financial statement of the Proposed Purchaser in a form acceptable to the City and any other supporting documentation requested by the City. The financial information shall be used by the City to determine the income eligibility and credit worthiness of the Proposed Purchaser.

(3) The proposed sales contract and all other related documents which shall set forth the terms of the sale of the Residence. Said documents shall include the following terms:

a. The sales price, setting out the amount of the first loan and the amount of the City Note which is to be assumed; and

b. The price to be paid by the Proposed Purchaser for the Owner's personal property, if any, and for the services of the owner, if any.

(4) A written certification, from the Owner and the Proposed Purchaser, in a form acceptable to the City that the sale shall be closed in accordance with the terms of the sales contract and other documents submitted to and approved by the City. The certification shall also provide that the Proposed Purchaser or any other party has not paid and will not pay to the Owner, and the Owner has not received and will not receive from Proposed Purchaser or any other party, money or other consideration in addition to what is set forth in the sales contract and documents submitted to the City, including personal property. The written certification shall also include a

provision that in the event a Transfer is made in violation of the terms of this Agreement or false or misleading statements are made in any documents or certification submitted to the City, the City shall have the right to file an action at law or in equity to make the parties terminate and/or rescind the sales contract and/or declare the sale void, notwithstanding the fact that the sale may have closed and become final as between the Owner and the Proposed Purchaser. In any event, any costs, liabilities or obligations incurred by Owner and/or the Proposed Purchaser for the return of any moneys paid or received in violation hereunder or for any costs and legal expenses, shall be borne by Owner and/or the Proposed Purchaser and they shall hold the City harmless and reimburse their expenses, legal fees and costs for any action they reasonably take in good faith in enforcing the terms of this Agreement. An executed resale restriction agreement by the Proposed Purchaser with substantially the same provisions as this Agreement and subject to City approval; provided, however, that the term of such resale restriction agreement shall expire fifty-five (55) years from the date of this Agreement. The recordation of the resale restriction agreement shall be a condition of the City's approval of the proposed sale. The City may require the Proposed Purchaser to pay a reasonable fee to the City and reimburse it for out of pocket costs to cover the costs of administering its rights and obligations under this Agreement.

(5) An executed deed of trust and a promissory note from the Proposed Purchaser with the same terms as the terms of the City Note and City Deed of Trust executed by the Owner in favor of the City except that the principal amount of the new promissory note shall equal the principal amount plus accrued interest owed the City by the Owner under the City Note (subject to any adjustment pursuant to Section 12). The term of the new promissory note shall be for the term remaining on the City Note.

(6) Upon the close of the proposed sale, certified copies of the recorded deed of trust, a copy of the recorded resale restriction agreement, a copy of the final sales contract, settlement statement, escrow instructions, and any other document which the City may reasonably request.

B. ELIGIBILITY OF PURCHASER:

A purchaser who meets the following requirements shall be an Eligible Purchaser ("Eligible Purchaser"):

(1) Each purchaser shall certify that he or she will occupy the Residence as his or her principal residence. The Residence shall be considered the principal residence of the purchaser if the

purchaser lives in the Residence for at least ten (10) months out of each calendar year

(2) The combined income for all household members of the purchaser does not exceed the lesser of (1) eighty percent (80%) of median income of Alameda County, adjusted for actual household size, as published by the California Department of Housing and Community Development, (or) (2) the qualifying limits for lower income households as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, adjusted for actual household size, as published by the California Department of Housing and Community Development.

12. DETERMINATION OF SALES PRICE

(A) To Eligible Purchaser

The maximum sales price (the "Sales Price") that the Owner may charge for a Transfer of the Residence to an Eligible Purchaser shall be lesser of: 1) the Fair Market Value of the Residence; or 2) the Low Income Purchase Price, plus the amount of the outstanding principal and interest under the City Note. In the event that the sum of the Low Income Purchase Price plus the amount of the outstanding principal and interest under the City Note exceeds the Fair Market Value of the Residence, the amount of the City Note shall be reduced until the sum of the Low Income Purchase Price plus the amount of the City Note equals the Fair Market Value.

(B) To Ineligible Purchaser

The sales price that the owner may charge for a Transfer of the Residence to an Ineligible Purchaser shall be reached by mutual consent between the owner and buyer of the residence. If the residence is sold to an ineligible purchaser the owner will be subject to conditions set forth in Section 10.A.of this Agreement.

13. FAIR MARKET VALUE

If it is necessary to determine the Fair Market Value of the Residence, the Fair Market Value shall be determined by a real estate appraiser approved by the Owner and the City. The cost of the Appraisal shall be borne equally by the Owner and the City. Nothing in this section shall preclude the Owner and the City from establishing the fair market value of the Residence by mutual agreement in lieu of an appraisal pursuant to this section.

14. REFINANCING OF THE RESIDENCE

Owner may refinance First Lender's loan provided the loan amount of such refinancing does not exceed the then outstanding balance of First Lender's loan. However, Owner may not refinance First Lender's loan with a loan that contains any

provisions for negative amortization. Upon Owner's request, the City shall subordinate the City Deed of Trust to a deed of trust or mortgage made by or held by an institutional lender or investor which is given in connection with any refinancing of the First Lender's Loan which meets the criteria set out in this Section 14.

15. DEFAULTS AND REMEDIES / DEFAULT BY OWNER

Upon a violation of any of the provisions of this Agreement by the Owner, the City shall give written notice to the owner specifying the nature of the violation. If the violation is not corrected to the satisfaction of the City within a reasonable period of time, not longer than thirty (30) days after the date the notice is mailed, or within such further time as the City determines is necessary to correct the violation, the City may declare a default under this Agreement. Upon the declaration of a default or if the Owner makes any misrepresentation in connection with receiving any benefits under this Agreement, the City may: (a) declare all amounts due under the City Note immediately due and payable without further demand and may invoke the Power of Sale under the Deed of Trust; and/or (b) apply to a court of competent jurisdiction for specific performance of this Agreement, for an injunction prohibiting a proposed sale or transfer in violation of this Agreement, for a declaration that a transfer in violation of this Agreement is void, or for any such other relief at law or in equity as may be appropriate.

16. NOTICE OF DEFAULT AND FORECLOSURE

A request for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Residence shall be recorded by the City in the Office of the Recorder of Alameda County for the benefit of the City. The City may declare a default under this Agreement upon receipt of any notice given to the City pursuant to Civil Code Section 2924b, and may exercise its rights as provided in Section 15.

In the event of default and foreclosure, the City shall have the same right as the Owner to cure defaults and redeem the Residence prior to the foreclosure sale. Nothing herein shall be construed as creating any obligation of the City to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

If the City failed to file the request for notice of default, the City's right to purchase the Residence shall commence from the date the notice of default is given by the City to the Owner.

17. BINDING ON SUCCESSOR AND ASSIGNS

This Agreement shall bind, and the benefit hereof shall inure to, the Owner, his or her heirs, legal representatives, executors, successors-in-interest and assigns, and to the City and its successors, until the earlier of (a) the date the City Note is repaid, or (b)

the date of a Transfer of the Residence to an Eligible Purchaser in accordance with Section 11 above, or (c) at least 55 years from the date of this Agreement.

18. SUPERIORITY OF AGREEMENT

The Owner covenants that he or she has not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that, in any event, this Agreement is controlling as to the rights and obligations between and among the owner, the City and their respective successors.

19. RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUSTS

Notwithstanding any other provision hereof, this Agreement shall not diminish or affect the rights of the First Lender under the First Lender's deed of trust or any subsequent First Lender deeds of trust hereafter recorded against the Residence and the provisions of this Agreement shall be subordinate to the lien of the First Lender deed of trust and shall not impair the rights of the First Lender, or such lender's assignee or successor-in-interest (including but not limited to the United States Department of Housing and Urban Development (HUD), Federal National Mortgage Association (FNMA), or the Veterans Administration, if applicable), to exercise its remedies under the First Lender deed of trust in the event of default under the First Lender deed of trust by the Owner. Such remedies under the First Lender deed of trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Agreement shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter; provided, however, if the holder of such First Lender deed of trust acquired title to the Property pursuant to a deed or assignment in lieu of foreclosure, this Agreement shall automatically terminate upon such acquisition of title, provided that (i) the City has been given written notice of default under such First Lender deed of trust, and (ii) the City shall not have cured the default under such First Lender deed of trust within the 30-day period provided in such notice sent by the First Lender, or commenced to cure the default within such 30-day period and given its firm commitment to complete the cure in form and substance acceptable to the First Lender.

20. INVALID PROVISIONS

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of California.

22. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested or express delivery service with a delivery receipt and shall be deemed to be effective as of the date received or the date delivery was refused as indicated on the return receipt as follows: To the

Owner:

To the City: City of Livermore
1052 So. Livermore Ave.
Livermore, CA 94550
Attn: City Manager

23. INTERPRETATION OF AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid speculation on the Residence and to insure to the extent possible that its sales price and mortgage payment remain affordable to persons and families of low income.

24. EXHIBITS

Any exhibits referred to in this Agreement are incorporated in this Agreement by such reference.

IN WITNESS WHEREOF, the parties have executed this Agreement on or as of the date first written above.

CITY:

By:_____
Title: Linda Barton, City Manager

Approved as to form

_____
City Attorney

OWNER:

_____

CO-OWNER:

_____

State of California }
}
County of Alameda }

On before me, , personally appeared

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 of Notary Public

NOTICE TO BORROWER:

THIS DOCUMENT CONTAINS PROVISIONS
RESTRICTING RESALES AND ASSUMPTIONS

PROMISSORY NOTE

Secured by a Deed of Trust

$_____ Dated: _____

Livermore, California

FOR VALUE RECEIVED, the undersigned_____ the "Borrower") promises to pay to the City of Livermore (the "City") or order at 1052 South Livermore Ave., Livermore, California, or such other place as the City may designate in writing, the principal sum of $_____ plus interest at the rate of three percent (3%) per annum, compounded annually. Interest shall accrue from the date this Promissory Note (the "Note") is executed and shall continue to accrue on all unpaid principal until Twenty (20) years following the date of this Note.

1. Borrower's Obligation. This Note evidences the Borrower's obligation to pay the City the principal amount of _____ Dollars ($) plus accrued interest for the repayment of the financial assistance provided to the Borrower by the City in connection with the purchase of the Residence as defined in Paragraph 3, below.

2. Interest. The principal amount due under this Note shall accrue interest, compounded annually, at the rate of three percent (3%) per annum for the first twenty (20) years of this Note. Thereafter, this Note shall not accrue interest.

3. Security. This Note is secured by a Deed of Trust (the "Deed of Trust") dated the same date as this Note recorded against the property located at _____, Livermore, California (the "Residence").

4. Repayment. The total amount of the principal and accrued interest owed under this Note shall immediately become due and payable (i) in the event of an uncured default by Borrower under this Note, the Deed of Trust, or the Resale Restriction

Agreement between the City and Borrower, or (ii) on the date a Transfer is made to other than an Eligible Purchaser whether voluntarily, involuntarily, or by operation of law and whether by deed, contract of sale, gift, devise, bequest or otherwise.

There shall be no payments due on principal or interest owed under this Note so long as the Borrower owns the Residence and is not in violation of any provisions of this Note, the Resale Restriction Agreement, or the Deed of Trust. This note is due and payable upon sale or transfer of title.

At the request of the Borrower, the City shall relieve Borrower of all obligations under this Note, provided that the Residence is sold to an Eligible Purchaser pursuant to the Resale Restriction Agreement, and the Eligible Purchaser executes a new resale restriction agreement, deed of trust, and a new promissory note with the same terms as this Note, except that the principal amount of the new promissory note shall equal the outstanding principal and accrued and unpaid interest of this Note unless adjusted pursuant to provisions of the Resale Restriction Agreement. .

The City shall forgive the principal and interest due under this Note at the time of a Transfer, prepayment, or repayment of this Note to the extent necessary to ensure that the Borrower's obligations to repay the principal and interest due on this Note and on all promissory notes secured by deeds of trust superior to the Deed of Trust, plus the amount of the Borrower's down payment, do not exceed the Fair Market Value of the Residence.

5. Assumption of Note is Restricted. Borrower acknowledges that this Note is given in connection with the purchase of the Residence as part of a program of the City to assist in the purchase of homes by low-income persons. Consequently, this Note is not automatically assumable, but is subject to Section 711.5 of the California Civil Code which allows the City to accelerate all amounts due under this Note if any subsequent sale or transfer of the Residence of any kind does not comply with the provisions of the Resale Restriction Agreement executed between the Borrower and the City and dated the same date as this Note.

6. Prepayments. Borrower may prepay all or part of the principal balance and interest due under this Note.

7. Application of Payments. All payments received on account of this Note shall be first applied to accrued interest and the remainder shall be applied to the reduction of principal.

8. Acceleration. Upon the occurrence of an uncured default under this Note, the Resale Restriction Agreement or the Deed of Trust, the City shall have the right to declare the full amount of the principal along with any interest under this Note immediately due and payable. Any failure by the City to pursue its legal and equitable remedies upon default shall not constitute a waiver of the City's right to declare a default and exercise all of its rights under this Note, the Deed of Trust, and the Resale

Restriction Agreement. Nor shall acceptance by the City of any payment provided for herein constitute a waiver of the City's right to require prompt payment of any remaining principal and interest owed.

9. No Offset. Borrower hereby waives any rights of offset it now has or may hereafter have against the City, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

10. Waiver; Attorneys' Fees. Borrower and any endorsers or guarantors of this Note, for themselves, their heirs, legal representatives, successors and assigns, respectively, severally waive diligence, presentment, protest, and demand, and notice of protest, dishonor and *non-payment of* this Note, and expressly waive any rights to be released by reason of any extension of time or change in terms of payment, or change, alteration or release of any security given for the payments hereof, and expressly waive the right to plead any and all statutes of limitations as a defense to any demand on this Note or agreement to pay the same, and jointly and severally agree to pay all costs of collection when incurred, including reasonable attorneys fees. If an action is instituted on this Note, the undersigned promises to pay, in addition to the costs and disbursements allowed by law, such sum as a court may adjudge reasonable as attorneys' fees in such action.

11. Severability. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

12. No Waiver by the City. No waiver of any breach, default or failure of condition under the terms of this Note shall be implied from any failure of the City to take, or any delay by the City in taking, action with respect to such breach, default or failure or from any previous waiver of any similar or unrelated breach, default or failure; and a waiver of any term of the Note must be made in writing and shall be limited to the express written terms of such waiver.

13. Definitions. The terms set forth in this section shall have the following meanings in this Note.

(a) "Eligible Purchaser" shall have the meaning set forth in the Resale Restriction Agreement.

(b) "Fair Market Value" shall have the meaning set forth in the Resale Restriction Agreement.

(c) "Transfer" shall have the meaning set forth in the Resale Restriction Agreement.

(d) "Resale Restriction Agreement" shall mean the agreement executed between the Borrower and the City and dated the same date as this Note which places certain restrictions on the Borrower's ability to Transfer the Property.

14. Joint and Several Obligations. This Note is the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

15. Governing Law. This Note shall be construed in accordance with and be governed by the laws of the State of California.

16. Non-recourse; Assignment by City. This Note constitutes a portion of the unpaid balance of the purchase price of the Residence. Borrower shall have no personal liability for any deficiency on this Note and the only remedy available to the City or any holder in due course shall be foreclosure pursuant to law as provided in the Deed of Trust. The City may assign its right to receive the proceeds under this Note to any person and upon notice to Borrower by the City all payments shall be made to the assignee.

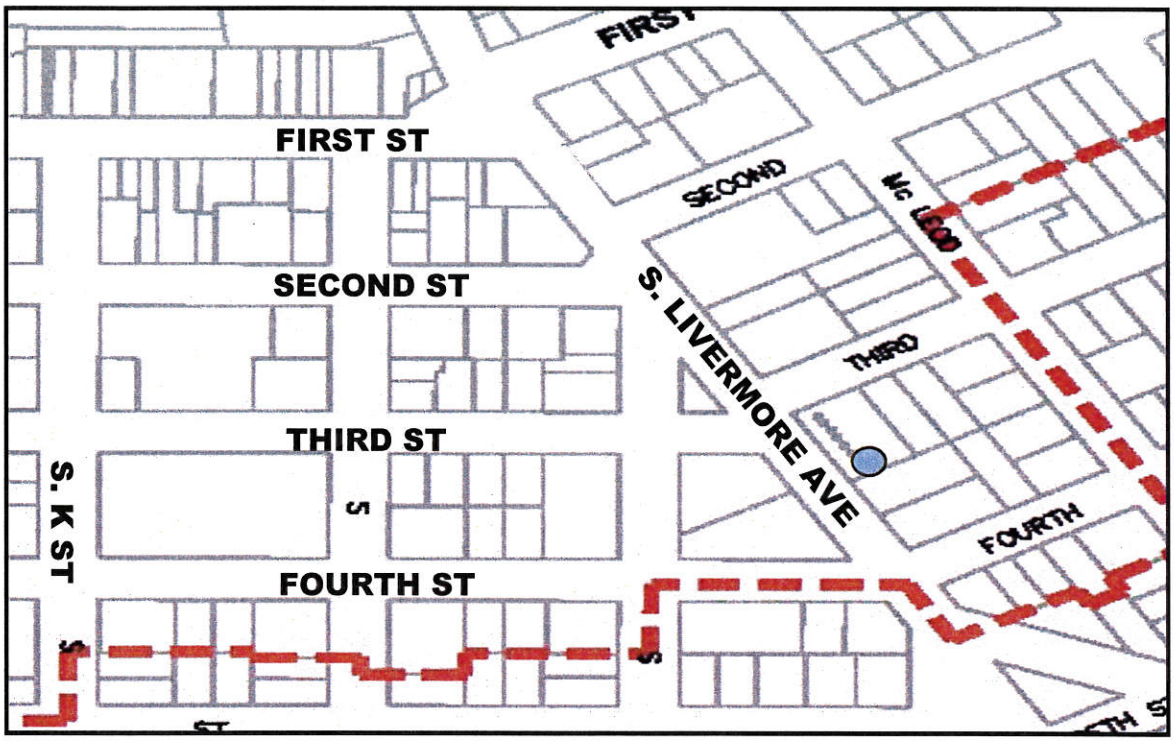
BORROWER:

_____

CO-BORROWER:

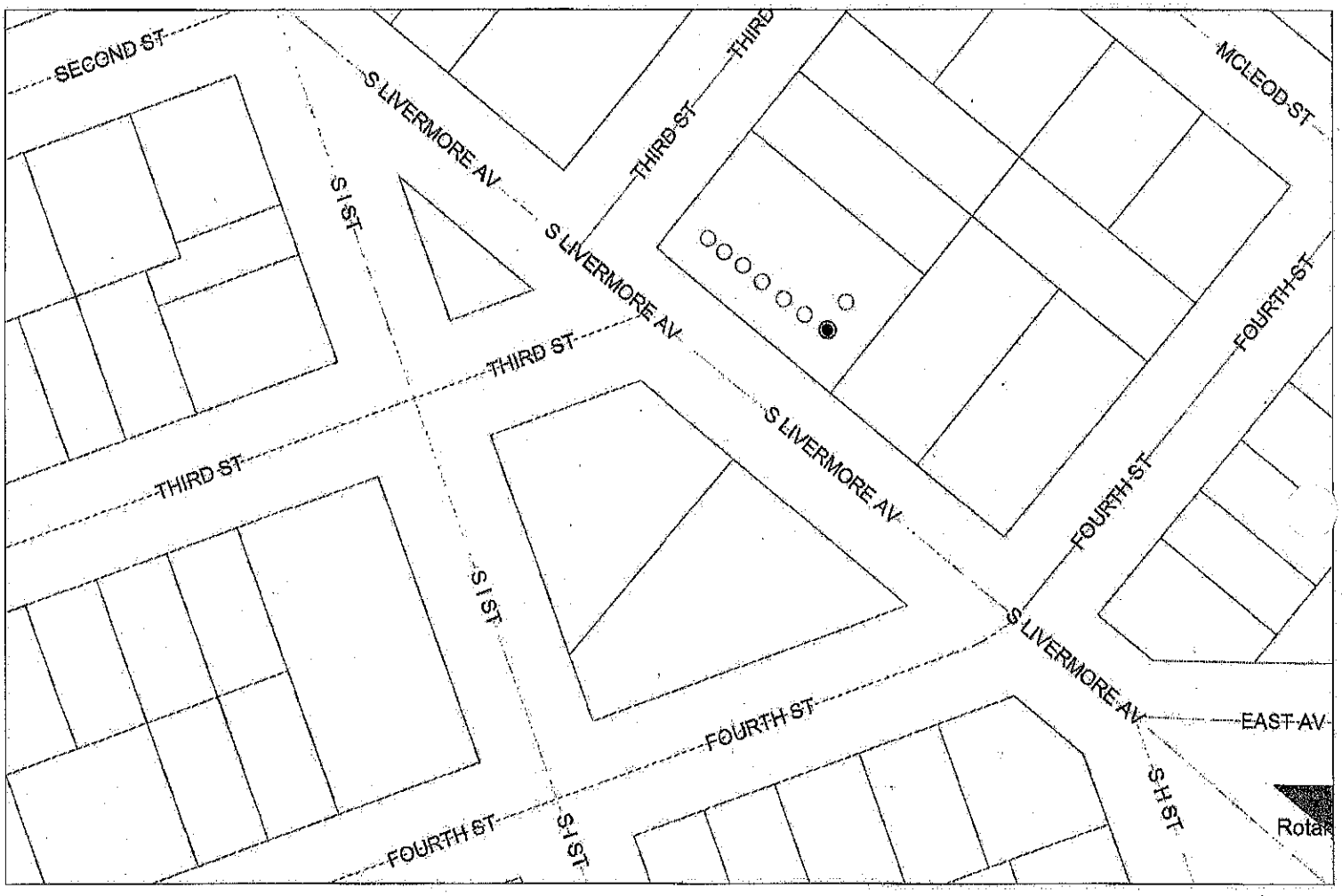
_____

EXHIBIT A.8



318 South Livermore Avenue #112
Savannah Terrace
(Affordable housing unit for persons with disabilities)
APN: 097-0108-018-00

City of Livermore, CA APN: 097-0108-018-00 ADDRESS: 318 S Livermore Ave #112



SCALE 1 : 1,300

100 0 100 200 300

FEET

N

RECORDING REQUESTED BY:

When Recorded Mail Document and Tax Statement To:

Nathan W. Westphal
318 S. Livermore Avenue #112
Livermore, CA 94550

261240

RECORDING REQUESTED BY
FIDELITY TITLE COMPANY

2011158017 05/31/2011 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 21.00
COUNTY TAX: 160.05
3 PGS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 097-0108-018

11-143

GRANT DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax is $ 160.05
[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area X City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

City of Livermore, a Municipal corporation

hereby GRANTS (S) to **Nathan W. Westphal, a single man**

The following described real property in the City of **Livermore**, County of **Alameda,** State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: May 16, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ 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 with in 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 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: _____

By: Linda Barton
Linda Barton, City Manager
City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

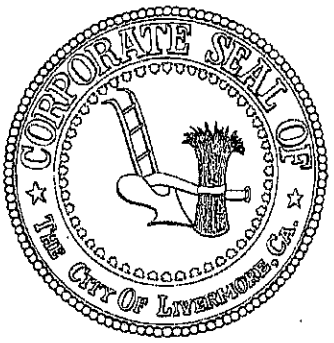
STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On May 16, 2011 before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, City Manager,
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 Susan Neer

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

UNIT 112, AS SHOWN ON THAT CERTAIN CONDOMINIUM PLAN ATTACHED AS EXHIBIT "B" TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED September 10, 2008, SERIES NO. 2008-273275, OFFICIAL RECORDS.

PARCEL TWO:

AN UNDIVIDED 12.5% INTEREST, AS A TENANT IN COMMON, IN AND TO LOT 1, AS SHOWN ON THE MAP OF

TRACT 7744, FILED July 29, 2008, IN BOOK 303 OF MAPS, PAGES 27 AND 28, ALAMEDA COUNTY RECORDS.

EXCEPTING AND RESERVING FROM PARCEL TWO:

A. ALL UNITS, AS SHOWN ON THE CONDOMINIUM PLAN ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED September 10, 2008, SERIES NO. 2008-273275,
OFFICIAL RECORDS.

B. THE EXCLUSIVE RIGHT TO USE ALL OF THOSE AREAS DESIGNATED AS DECK AND YARD, ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

ALSO EXCEPTING FROM PARCEL TWO:

UNDERGROUND STORAGE TANKS, EXCEPTED IN THE DEED BY EQUILON ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED February 10, 2005, SERIES NO. 2005 58769, ALAMEDA COUNTY RECORDS.

ALSO EXCEPTING FORM PARCEL TWO:

ALL RIGHT, TITLE AND INTEREST, IF ANY, IN AND TO ANY OIL, GAS AND OTHER MINERALS (INCLUDING, WITHOUT LIMITATION, HELIUM, LIGNITE, SULFUR, PHOSPHATE AND OTHER SOLID, LIQUID AND GASEOUS SUBSTANCES), REGARDLESS OF THE NATURE THEREOF AND WHETHER SIMILAR OR DISSIMILAR BUT ONLY TO THE EXTENT ANY OF THE FOREGOING IS IN ITS NATURAL STATE AND NATURAL LOCATION AND NOT SUBJECT TO THE DOMINION AND CONTROL OF ANY PERSON, FURTHER EXCEPTING THEREFROM ALL MINERAL AND ROYALTY RIGHTS WHATSOEVER IN, ON, UNDER AND PERTAINING TO THE PROPERTY; WITHOUT ANY RIGHT TO USE, OR RIGHT OF INGRESS TO OR EGRESS FROM ANY PART OF THE SURFACE OF THE PROPERTY FOR EXPLORATION AND PRODUCING PURPOSES, EXCEPT WITH RESPECT TO: (I) CURRENT ACTIVITIES AT AN ANY EXISTING CONTRACTUAL OR LEASEHOLD RIGHTS GRANTED TO THIRD PARTIES AND (II) ANY ADDITIONAL ACTIVITIES WHICH HAVE BEEN CONSENTED TO IN WRITING BY THE OWNER OF SAID LAND, WHOSE CONSENT SHALL NOT BE UNREASONABLY WITHHELD, EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, ANY OIL AND GAS DRILLING OPERATIONS, SHALL BE CONDUCTED BY MEANS OF WELLS, THE SURFACE LOCATIONS OF WHICH ARE ON OTHER LANDS AND WHICH MAY BE DRILLED INTO AND BOTTOMED IN OR UNDER THE PROPERTY. THE EXERCISE OF SAID RIGHTS UNDER THE FOREGOING MINERAL, OIL AND GAS RESERVATION SHALL NOT DISTURB ANY IMPROVEMENTS INSTALLATIONS, PETROLEUM OR OTHER PRODUCT CONTAINED IN SUCH IMPROVEMENTS OR INSTALLMENTS OR SURFACE ACTIVITIES ON THE PROPERTY ETC., AS RESERVED IN THE DEED FROM SHELL OIL COMPANY, A DELAWARE CORPORATION RECORDED July 1998, SERIES NO. 98-252223, ALAMEDA COUNTY RECORDS.

APN: 097-0108-018

10-356

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, dated September 9, 2010, is by and between the REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE ("Seller") and NATHAN WESTPHAL, ("Buyer").

RECITALS

Seller owns that certain 505 sq. foot single family residence, and the real property associated therewith, commonly known as 318 S. LIVERMORE AVENUE #112, City of Livermore, County of Alameda, California (Assessor's Parcel Number 097-0108-018) ("The Subject Property"), the legal description of which is attached hereto as Exhibit "A".

In 2008, the Subject Property was developed by DHE Homes and intended to be sold to a low-income, developmentally disabled buyer ("Qualified Individual"). However, the developer was unable to sell the Subject Property due to the unprecedented collapse in the residential housing market.

On December 31, 2008, the Agency acquired the Subject Property for lease to a Qualified Individual until the residential housing market has recovered sufficiently to permit its sale. As part of the development agreement, this unit was designated as a below market unit to be sold to a low-income purchaser, however the Agency chose to purchase the unit as part of the residential rental program until which conditions changed to facilitate sale of the unit to an eligible buyer.

Although the residential housing market has not fully recovered, financing opportunities have become available to facilitate the sale of the Subject Property to a Qualified Individual.

Buyer is a Qualified Individual and desires to purchase the Subject Property, and Seller desires to sell the Subject Property to Buyer; and

TERMS

WHEREFORE, IT IS MUTUALLY AGREED BETWEEN SELLER AND BUYER AS FOLLOWS:

1. PROPERTY: The term "Property" shall include Seller's right, title and interest in the real property described in Exhibit "A".

2. PURCHASE PRICE: The total purchase price for the Subject Property shall be the sum of $145,275.00.

3. CONVEYANCE OF TITLE: Seller agrees to convey by Grant Deed to Buyer marketable fee simple title to the Subject Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

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A. Taxes for the fiscal year in which this escrow closes, which shall be handled in accordance with the provisions of Section 4986 of the Revenue and Taxation Code of the State of California.

B. Quasi-public utility, public alley, public street easements and rights of way of record.

C. A deed restriction containing the nondiscrimination and nonsegregation clauses required by Health and Safety Code sections 33435, 33436, and 33437.

D. Such other liens, encumbrances, reservations and restrictions as may be approved in writing by the Buyer.

4. TITLE INSURANCE: Fidelity National Title Company ("Title Company") has provided Buyer with its Preliminary Title Report. Buyer has reviewed that Preliminary Title Report and has no objection to any exception to coverage listed therein ("Permitted Exceptions"). Buyer shall obtain an updated Title Report, and shall have five (5) days after receipt of the updated Title Report to object in writing to any new exceptions shown on the report. If the updated Title Report includes any new exceptions and Buyer fails to timely object, Buyer shall be deemed to have approved the Title Report. If the updated Title Report includes any new exceptions and Buyer objects thereto, Seller shall have five (5) days to attempt to remove the exceptions or resolve issues regarding such exceptions with Buyer. If the parties are unable to resolve such issues, Buyer may terminate this Agreement or waive such new exceptions and proceed with this transaction. At Close, Title Company shall issues its CLTA Owner's Coverage Form Policy of Title Insurance, with liability in the amount of the Purchase Price, showing title to the property vested in Buyer, subject to all Permitted Exceptions. Seller agrees to convey title to the Property to Buyer at Close of Escrow free and clear of all monetary liens and encumbrances, excluding only current real property taxes and any other Permitted Exceptions. Assessments, if any, shall be assumed by Buyer.

5. ESCROW: An Escrow, Order Number 01-261240-BD ("Escrow") has been opened with Fidelity National Title Company, ("Escrow Holder"). This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under the Agreement. The parties hereto agree to do all acts necessary to close this Escrow in the shortest possible time.

Seller shall execute and deliver a Grant Deed ("Deed"). As soon as possible after opening of escrow, Buyer will deposit the Certificate of Acceptance, a copy of which is attached hereto, with Escrow Agent. Buyer agrees to deposit the purchase price in cash, by certified check or bank cashier's check or by wire transfer in full upon demand of Escrow Agent. Buyer and Seller agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.

Insurance policies for fire or casualty held by Seller are not to be transferred, and Seller shall cancel such policies effective as of Close of Escrow.

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All funds received in this Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any state or national bank doing business in the State of California. All disbursements shall be made by check from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;

B. In the event this Escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to the estimated prorated amount due based upon the previous fiscal year's second half tax bill. If the Title Company determines that more is owed, the Title Company shall bill the Seller directly. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

C. From the date that tax information is available, as per Paragraph "B", up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of Close of Escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At Close of Escrow, check payable to the County Tax Collector for Seller's prorate portion of taxes shall be forwarded to Buyer with the closing statement;

D. Any taxes which have been paid by Seller, prior to opening of this Escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after Close of Escrow, to apply to the County Tax Collector of said county for refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

E. Pay and charge Buyer for any escrow fees, charges, and costs payable under Paragraph 5 of this Agreement;

F. Disburse funds and deliver the Deed when the conditions of this Escrow have been fulfilled by Buyer and Seller.

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The term "Close of Escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this Escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties acknowledge that Seller's governing Board is scheduled to consider the approval of this Agreement on December 13, 2010. Pursuant to Paragraph 1 herein, if the governing board approves the agreement, the parties desire escrow to close on or before December 29, 2010. Buyer shall take all necessary steps in advance of December 15, 2010 to ensure that, in the event the governing board approves this Agreement, Escrow shall close on or before December 29, 2010, or as soon as possible thereafter.

6. ESCROW FEES, CHARGES AND COSTS: Buyer agrees to pay all fees, charges, and costs which arise in connection with this Escrow including any and all escrow fees, title insurance fees, recording fees and any transfer taxes, if any.

7. Seller warrants that there are no oral or written leases on all or any portion of Property exceeding a period of one month, and Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of Seller for a period exceeding one month.

8. PERMISSION TO ENTER ON PREMISES: Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Subject Property upon at least forty-eight hours prior notice to Seller (together with a description of the tests to be conducted) for the purpose of making necessary or appropriate inspections and for the purpose of commencing demolition and/or construction of the project for which the Property is being purchased. Buyer shall indemnify, defend and hold Seller and its partners, agents, representatives, successors and assigns harmless from any liens, costs, demands for payment, liabilities as well as any physical damage to the Property or injury or death to persons cause by making such tests or exercising Buyer's right of entry. In addition, Buyer shall immediately repair any physical damage to the Property arising out of such tests.

9. COUNTERPARTS: This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument. This Agreement may also be executed by delivery of fax to the parties a set forth above of an executed counterpart original of this Agreement. The parties shall thereafter exchange the original documents bearing original signatures, but the failure to do so shall not affect the enforceability of this Agreement.

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10. CLOSING STATEMENT: Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer (c/o *318 S. Livermore Avenue, #112, Livermore, CA 94550*), the purpose being to ascertain if any reimbursements are due Seller.

11. LOSS OR DAMAGE TO IMPROVEMENTS: Loss or damage to the Subject Property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Deed shall be at the risk of Seller. In the event that loss or damage to the Subject Property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Deed, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said Property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

12. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER: Seller hereby warrants, represents, and/or covenants to Buyer that:

A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.

C. Until the closing, Seller shall maintain the property in its current condition and state of repair and maintenance, reasonable wear and tear and events of casualty excepted, and shall perform all of its obligations under any service contracts or other contracts affecting the Property.

D. Until the closing; Seller shall not do anything which would impair Seller's title to any of the Property.

E. To the best of Seller's knowledge, all utilities including gas, electricity, water, sewage, and telephone are available to the Property, and all such items are in good working order.

F. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's Property may be bound.

G. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of Seller's warranties and representations contained in this Section not to be true as of Closing, immediately give written notice of such fact or condition to Buyer.

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13. "AS-IS" PURCHASE: With the exception of Seller's warranties set forth above in Section 12, Seller is not making and hereby specifically disclaims and Buyer hereby waives any warranty, guaranty or representation, oral or written, as to or concerning the condition of the Property. Buyer acknowledges, represents and warrants that Buyer has conducted whatever investigation Buyer deems to be prudent to determine the condition of the Property, including but not limited to its environmental condition. THE SALE OF THE PROPERTY (INCLUDING ITS ENVIRONMENTAL CONDITION) UNDER THIS AGREEMENT IS MADE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS. Buyer's agreement to purchase the Property without representations and warranties except those in Section 13 was a material factor in determining the Purchase Price of the Property.

14. PARTIES OF INTEREST: The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

15. ENTIRE AGREEMENT: This Agreement constitutes and contains the entire agreement of the parties with respect to the subject matter hereof and thereof, and supersedes any and all other prior negotiations, correspondence, understandings and agreements respecting the subject matter hereof and thereof. There are no representations, promises, agreements or other understandings between the parties relating to the subject matter of this Agreement that are not expressed herein. This Agreement may not be changed orally, but only by an Agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

16. NOTICES: Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communication required or permitted by the terms hereof to be given to any person or entity shall be in writing, and any such notice shall become effective two (2) business days after being deposited in the mails, certified or registered, with appropriate postage prepaid for first-class mail or, if delivered by hand or in the form of a facsimile transmission, when received, and shall be directed to the address of such person or entity set forth below, or at such other address as either party shall hereafter designate in writing and deliver to the other in accordance with the provision of this paragraph.

If to SELLER	SELLER
	Eric Uranga City of Livermore 1052 South Livermore Avenue Livermore, California 94550-4899 Fax: (925) 960-4150 ejuranga@ci.livermore.ca.us

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If to BUYER

BUYER

Nathan Westphal
318 S. Livermore Avenue #112
Livermore, CA 94550

17. SURVIVAL; TERMINATION: The representations, warranties and agreements of the parties contained or provided for in this Agreement shall survive the Closing and the recordation and delivery of the Grant Deed conveying the Property to Buyer and shall be and continue in effect notwithstanding the fact that any party may waive compliance with any other term, provision or condition of this Agreement.

18. AUTHORITY AND EXECUTION: Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so, has full right and authority to enter into this Agreement and all of its obligations hereunder.

19. SEVERABILITY: The invalidity or unenforceability of any term or provision of this Agreement or the nonapplication of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect and shall be construed as if such invalid, unenforceable, or nonapplicable provision were omitted.

20. WAIVER OF MODIFICATION: No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. The provisions of this section may not be waived except as herein set forth.

21. HEADINGS: The headings of the various Articles of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof or thereof.

22. GOVERNING LAW: This Agreement has been delivered in, and shall in all respects be governed by and construed in accordance with the laws of the State of California, including all matters of construction, validity and performance and enforcement.

23. TIME: Time is of the essence in this Agreement as to each provision in which time is an element of performance.

24. ATTORNEYS' FEES: In the event of any action or proceeding brought by either party to enforce the terms of or arising out of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonable attorneys' fees.

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25. COOPERATION: Each party hereto will, upon reasonable request of the other party, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents as may be reasonably necessary in order to fulfill the intents and purposes of this Agreement.

26. BROKERAGE COMMISSIONS: The parties hereto represent and warrant to each other that there are no brokers, agents or finders that are entitled to any claim for any commission, finders' fee, or other compensation in connection with the sale of the Property pursuant to this Agreement, and each party shall indemnify or expense for any brokerage commissions, finders' fees or other compensation claimed to be due and owing by reason of its activities in entering into or consummating the transaction contemplated by this Agreement.

27. TERMINATION OF LEASE AGREEMENT: The lease agreement between the Buyer and the Seller dated April 15, 2010 ("Lease Agreement") will terminate concurrent with the Close of Escrow without any further notice or action by the parties. Likewise, concurrent with the Close of Escrow, Seller expressly waives all rights and remedies that he have under the lease agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth hereinabove.

"BUYER"

NATHAN WESTPHAL

BY: Nathan Westphal

"SELLER"

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE

BY: Linda Barton
Linda Barton
Executive Director

APPROVED AS TO FORM:

BY: [illegible]
General Counsel

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

UNIT 112, AS SHOWN ON THAT CERTAIN CONDOMINIUM PLAN ATTACHED AS EXHIBIT "B" TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED September 10, 2008, SERIES NO. 2008-273275, OFFICIAL RECORDS.

PARCEL TWO:

AN UNDIVIDED 12.5% INTEREST, AS A TENANT IN COMMON, IN AND TO LOT 1, AS SHOWN ON THE MAP OF

TRACT 7744, FILED July 29, 2008, IN BOOK 303 OF MAPS, PAGES 27 AND 28, ALAMEDA COUNTY RECORDS.

EXCEPTING AND RESERVING FROM PARCEL TWO:

A. ALL UNITS, AS SHOWN ON THE CONDOMINIUM PLAN ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED September 10, 2008, SERIES NO. 2008-273275,
OFFICIAL RECORDS.

B. THE EXCLUSIVE RIGHT TO USE ALL OF THOSE AREAS DESIGNATED AS DECK AND YARD, ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

ALSO EXCEPTING FROM PARCEL TWO:

UNDERGROUND STORAGE TANKS, EXCEPTED IN THE DEED BY EQUILON ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED February 10, 2005, SERIES NO. 2005 58769, ALAMEDA COUNTY RECORDS.

ALSO EXCEPTING FORM PARCEL TWO:

ALL RIGHT, TITLE AND INTEREST, IF ANY, IN AND TO ANY OIL, GAS AND OTHER MINERALS (INCLUDING, WITHOUT LIMITATION, HELIUM, LIGNITE, SULFUR, PHOSPHATE AND OTHER SOLID, LIQUID AND GASEOUS SUBSTANCES), REGARDLESS OF THE NATURE THEREOF AND WHETHER SIMILAR OR DISSIMILAR BUT ONLY TO THE EXTENT ANY OF THE FOREGOING IS IN ITS NATURAL STATE AND NATURAL LOCATION AND NOT SUBJECT TO THE DOMINION AND CONTROL OF ANY PERSON, FURTHER EXCEPTING THEREFROM ALL MINERAL AND ROYALTY RIGHTS WHATSOEVER IN, ON, UNDER AND PERTAINING TO THE PROPERTY; WITHOUT ANY RIGHT TO USE, OR RIGHT OF INGRESS TO OR EGRESS FROM ANY PART OF THE SURFACE OF THE PROPERTY FOR EXPLORATION AND PRODUCING PURPOSES, EXCEPT WITH RESPECT TO: (I) CURRENT ACTIVITIES AT AN ANY EXISTING CONTRACTUAL OR LEASEHOLD RIGHTS GRANTED TO THIRD PARTIES AND (II) ANY ADDITIONAL ACTIVITIES WHICH HAVE BEEN CONSENTED TO IN WRITING BY THE OWNER OF SAID LAND, WHOSE CONSENT SHALL NOT BE UNREASONABLY WITHHELD, EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, ANY OIL AND GAS DRILLING OPERATIONS, SHALL BE CONDUCTED BY MEANS OF WELLS, THE SURFACE LOCATIONS OF WHICH ARE ON OTHER LANDS AND WHICH MAY BE DRILLED INTO AND BOTTOMED IN OR UNDER THE PROPERTY. THE EXERCISE OF SAID RIGHTS UNDER THE FOREGOING MINERAL, OIL AND GAS RESERVATION SHALL NOT DISTURB ANY IMPROVEMENTS INSTALLATIONS, PETROLEUM OR OTHER PRODUCT CONTAINED IN SUCH IMPROVEMENTS OR INSTALLMENTS OR SURFACE ACTIVITIES ON THE PROPERTY ETC., AS RESERVED IN THE DEED FROM SHELL OIL COMPANY, A DELAWARE CORPORATION RECORDED July 1998, SERIES NO. 98-252223, ALAMEDA COUNTY RECORDS.

APN: 097-0108-018

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A PURCHASE AND SALE AGREEMENT IN THE AMOUNT $145,275 WITH NATHAN WESTPHAL RELATED TO THE SALE OF PROPERTY LOCATED AT 318 S. LIVERMORE AVENUE, UNIT #112

On December 31, 2008, the Redevelopment Agency of the City of Livermore ("Agency") acquired the 505 sq. foot single family residence and the real property associated therewith located at 318 S. Livermore Avenue, Unit #112 (APN 097-0108-018) ("Unit"), developed by DHE Homes. As part of the development agreement, this unit was designated as a below market unit to be sold to a low-income purchaser; however, the Agency chose to purchase the unit as part of the residential rental program until conditions changed to facilitate sale of the unit to an eligible buyer.

Conditions have now changed and it is desirable for the Agency to sell the Unit to an eligible buyer, Nathan Westphal, for the affordable sales price of $145,275 consistent with the guidelines of the Savannah Terrace Below-Market Housing Program and to provide mortgage financing to the buyer to facilitate the sale of the property.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Livermore that the Executive Director, on behalf of the Redevelopment Agency, is authorized to enter into a Purchase and Sale Agreement with Nathan Westphal, an eligible buyer, to sell the property located at 318 S. Livermore Avenue, Unit #112, for $145,275 consistent with the Savannah Terrace Below Market Housing Program guidelines, and to extend mortgage financing to the buyer.

BE IT FURTHER RESOLVED by the Redevelopment Agency of the City of Livermore that the Executive Director on behalf of the Redevelopment Agency is authorized to execute all documents related to the sale of property located at 318 S. Livermore Avenue, Unit #112.

On the motion of Agencymember Williams, seconded by Agencymember Horner, the foregoing resolution was passed and adopted on the 13th day of December, 2010, by the following vote:

AYES: Agencymembers Horner, Williams, Vice Chair Marchand, Chairperson Kamena
NOES: None
ABSENT: Agencymember Leider
ABSTAIN: None

ATTEST & DATE:

Susan Neer
AGENCY SECRETARY
SUSAN NEER

DATE: December 16, 2010

APPROVED AS TO FORM:

Amara
AGENCY GENERAL COUNSEL
AMARA MORRISON

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE SALE OF THE PROPERTY LOCATED AT 318 S. LIVERMORE AVENUE, UNIT #112, TO NATHAN WESTPHAL, CONSISTENT WITH THE CITY OF LIVERMORE RESOLUTION NO. 2011-051

On December 13, 2010, the Redevelopment Agency of the City of Livermore ("Agency") adopted Resolution No. RA-2010-20, authorizing the Executive Director to sell the property located at 318 S. Livermore Avenue, Unit #112 (APN 097-0108-018) ("Property"), to Nathan Westphal consistent with the guidelines of the Savannah Terrace Below-Market Housing Program.

The escrow process was delayed concerning the buyer's application for the Section 8 Housing Voucher that will subsidize the buyer's mortgage and, therefore, the transaction has not closed. Section 8 Voucher financing has now been secured for the buyer, and the buyer wishes to finalize the purchase.

On March 22, 2011, the Agency adopted Resolution No. RA-2011-05, transferring the Property from the Agency to the City. On March 28, 2011, the Agency adopted Resolution No. RA-2011-07, ratifying the action to transfer the Property from the Agency to the City. The Agency transferred the Property to the City with the expectation that the City would utilize the Property for housing for low- or moderate-income persons.

On April 25, 2011, the City Council adopted Resolution No. 2011-051 to sell the property and assume the Agency's responsibilities under the Purchase and Sale Agreement with Nathan Westphal, and directed staff to publish and post notices pursuant to Government Code section 37423. Resolution No. 2011-051 set May 9, 2011 as the date to hear any protests from the public, and to take final action to dispose of the property pursuant to Government Code section 37424.

The City of Livermore now desires to take final action and complete the transfer of the Property according to the Purchase and Sale Agreement with Nathan Westphal.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore authorizes the sale of the Property to Nathan Westphal consistent with Resolution No. 2011-051 and pursuant to Government Code section 37425, and authorizes the City Manager to sign, on behalf of the City, the Purchase and Sale agreement and all other documents related to the sale of the Property.

On the motion of Mayor Kamena, seconded by Vice Mayor Marchand, the foregoing resolution was passed and adopted on the 9th day of May, 2011, by the following vote:

AYES: Councilmember Horner, Vice Mayor Marchand, Mayor Kamena
NOES: None
ABSENT: Councilmembers Leider, Williams
ABSTAIN: None

ATTEST:

CITY CLERK
SUSAN NEER

APPROVED AS TO FORM:

DEPUTY CITY ATTORNEY
CATRINA FOBIAN

DATE: May 10, 2011

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089525 03/23/2011 04:17 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

8 PGS

8
HT

CE: HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 097-0108-018

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a public body corporate and politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as Redevelopment Agency of City of Livermore

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF, SUBJECT TO THE COVENANTS AND RESTRICTIONS IN EXHIBIT "B" ATTACHED HERETO.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared
_____

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

_____

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

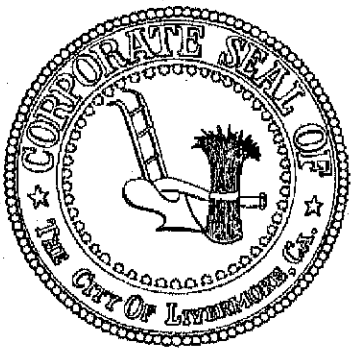
}
STATE OF CALIFORNIA } SS.
COUNTY OF ALAMEDA }

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

EXHIBIT A

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

A CONDOMINIUM COMPRISED OF:

PARCEL ONE:

Unit 112, as shown on that certain Condominium Plan attached as Exhibit "B" to the Declaration of Covenants, Conditions and Restrictions, recorded September 10, 2008, Series No. 2008-273275, Official Records.

PARCEL TWO:

An undivided 12.5% interest, as a tenant in common, in and to Lot 1, as shown on the map of Tract 7744, filed July 29, 2008, in Book 303 of Maps, Pages 27 and 28, Alameda County Records.

EXCEPTING AND RESERVING FROM PARCEL TWO:

(a) All Units, as shown on the Condominium Plan attached as Exhibit "B" to the Declaration of Covenants, Conditions and Restrictions, recorded September 10, 2008, Series No. 2008-273275, Official Records.

(b) The exclusive right to use all of those areas designated as Deck and Yard, on the Condominium Plan referred to above.

ALSO EXCEPTING FROM PARCEL TWO:

Underground storage tanks, excepted in the Deed by Equilon Enterprises, LLC, a Delaware limited liability company, recorded February 10, 2005, Series No. 2005 58769, Alameda County Records.

ALSO EXCEPTING FORM PARCEL TWO:

All right, title and interest, if any, in and to any oil, gas and other minerals (including, without limitation, helium, lignite, sulfur, phosphate and other solid, liquid and gaseous substances), regardless of the nature thereof and whether similar or dissimilar but only to the extent any of the foregoing is in its natural state and natural location and not subject to the dominion and control of any person, further excepting therefrom all mineral and royalty rights whatsoever in, on, under and pertaining to the property; without any right to use, or right of ingress to or egress from any part of the surface of the property for exploration and producing purposes, EXCEPT with respect to: (I) Current activities at an any existing contractual or leasehold rights granted to third parties and (II) Any additional activities which have been consented to in writing by the owner of said land, whose consent shall not be unreasonably withheld,

Except as set forth in the preceding sentence, any oil and gas drilling operations, shall be conducted by means of wells, the surface locations of which are on other lands and which may be drilled into and bottomed in or under the property. The exercise of said rights under the foregoing mineral, oil and gas reservation shall not disturb any improvements installations, petroleum or other product contained in such improvements or installments or surface activities on the property etc., as reserved in the Deed from Shell Oil Company, a Delaware corporation recorded July 1998, Series No. 98-252223, Alameda County Records.

Being a portion of APN: 097-0108-009-03

"This deed is made and accepted upon the Covenants, Conditions and Restrictions and other matters set forth in that certain Declaration of Restrictions recorded September 10, 2008 as Instrument No. 2008-273275, Official Records of said county, all of which Covenants, Conditions and Restrictions and other matters are incorporated herein by reference to said Declaration of Restrictions with the same force and effect as though fully set forth herein."

EXHIBIT "B"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).".

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 097-0108-018-00) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

RECORDING REQUESTED BY:

Old Republic Title Company

Order No.: 1118009035-BD
APN: portion of 097-0108 009 003

When Recorded Mail Document and Tax Statements to:

Redevelopment Agency of City of Livermore
1052 S Livermore
Livermore, CA 94550

2008362863 12/31/2008 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

5 PGS

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Corporation Grant Deed

The undersigned grantor(s) declare(s): no recording fee government code 27283
Documentary Transfer Tax is -0- Exempt R & T Code 11922 grantee is government agency
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of Livermore

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
DHE Homes, Inc., A California Corporation

hereby GRANT(S) to
Redevelopment Agency of City of Livermore

that property in City of Livermore, Alameda County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Date: December 24, 2008

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its duly authorized officers.

DHE Homes Inc., a California Corporation

By: _____
David Edgington, President

MAIL TAX STATEMENTS AS DIRECTED ABOVE

State of California

County of Alameda

On 12.24.08 before me, Bridget Davis Notary Public, a Notary Public, personally appeared David Edgington, 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

Name Bridget Davis
(typed or printed)

BRIDGET DAVIS
COMM. # 1649618
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
COMM. EXPIRES MARCH 5, 2010

(Area reserved for official notarial seal)

Bridget Davis
Comm.# 1649618
Notary Public-California
Alameda County
Comm. Exp. March 5, 2010
925-462-9060

EXHIBIT A

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

A CONDOMINIUM COMPRISED OF:

PARCEL ONE:

Unit 112, as shown on that certain Condominium Plan attached as Exhibit "B" to the Declaration of Covenants, Conditions and Restrictions, recorded September 10, 2008, Series No. 2008-273275, Official Records.

PARCEL TWO:

An undivided 12.5% interest, as a tenant in common, in and to Lot 1, as shown on the map of Tract 7744, filed July 29, 2008, in Book 303 of Maps, Pages 27 and 28, Alameda County Records.

EXCEPTING AND RESERVING FROM PARCEL TWO:

(a) All Units, as shown on the Condominium Plan attached as Exhibit "B" to the Declaration of Covenants, Conditions and Restrictions, recorded September 10, 2008, Series No. 2008-273275, Official Records.

(b) The exclusive right to use all of those areas designated as Deck and Yard, on the Condominium Plan referred to above.

ALSO EXCEPTING FROM PARCEL TWO:

Underground storage tanks, excepted in the Deed by Equilon Enterprises, LLC, a Delaware limited liability company, recorded February 10, 2005, Series No. 2005 58769, Alameda County Records.

ALSO EXCEPTING FORM PARCEL TWO:

All right, title and interest, if any, in and to any oil, gas and other minerals (including, without limitation, helium, lignite, sulfur, phosphate and other solid, liquid and gaseous substances), regardless of the nature thereof and whether similar or dissimilar but only to the extent any of the foregoing is in its natural state and natural location and not subject to the dominion and control of any person, further excepting therefrom all mineral and royalty rights whatsoever in, on, under and pertaining to the property; without any right to use, or right of ingress to or egress from any part of the surface of the property for exploration and producing purposes, EXCEPT with respect to: (I) Current activities at an any existing contractual or leasehold rights granted to third parties and (II) Any additional activities which have been consented to in writing by the owner of said land, whose consent shall not be unreasonably withheld,

Except as set forth in the preceding sentence, any oil and gas drilling operations, shall be conducted by means of wells, the surface locations of which are on other lands and which may be drilled into and bottomed in or under the property. The exercise of said rights under the foregoing mineral, oil and gas reservation shall not disturb any improvements installations, petroleum or other product contained in such improvements or installments or surface activities on the property etc., as reserved in the Deed from Shell Oil Company, a Delaware corporation recorded July 1998, Series No. 98-252223, Alameda County Records.

Being a portion of APN: 097-0108-009-03

"This deed is made and accepted upon the Covenants, Conditions and Restrictions and other matters set forth in that certain Declaration of Restrictions recorded September 10, 2008 as Instrument No. 2008-273275, Official Records of said county, all of which Covenants, Conditions and Restrictions and other matters are incorporated herein by reference to said Declaration of Restrictions with the same force and effect as though fully set forth herein."

LIVERMORE
CALIFORNIA

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property located at 318 South Livermore Avenue, Unit #112, Livermore, Ca. 94550, APN 097-0108-009-03; conveyed by the Grant Deed dated December 30, 2008, from DHE Homes, Inc., to the Redevelopment Agency of the City of Livermore, a body corporate and politic, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: 12/30/2008

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

Susan Gibbs

Susan Gibbs, Interim City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING APPROPRIATION OF $500,000 OF HOUSING SET-ASIDE FUNDS (F581) TO FUND MORTGAGE ASSISTANCE PROGRAMS AND PURCHASE 318 SOUTH LIVERMORE AVENUE, UNIT 112, TO PROVIDE AFFORDABLE HOUSING OPPORTUNITIES FOR DEVELOPMENTALLY DISABLED HOUSEHOLDS

On July 12, 1982, by Ordinance No. 1114, the City Council of the City of Livermore adopted the redevelopment plan ("Redevelopment Plan") for the Livermore Redevelopment Project Area ("The Original Project Area"); and

Under section 33334.2(a) of the California Community Redevelopment Law (Health and Safety Code section 33000 et seq.), not less than 20% of all taxes allocated to the Livermore Redevelopment Agency ("Agency") must be set aside by the Agency in a Housing Reserve Fund and used to increase, improve or preserve the community's supply of low and moderate income housing available at affordable housing costs to people and families of low and moderate income, and

The Agency desires to provide affordable housing opportunities for low-income persons with developmental disabilities, while current housing market conditions have caused credit institutions to tighten lending requirements on buyers, as well as properties, making it increasingly difficult to obtain first mortgage loans without Agency assistance.

NOW, THEREFORE, BE IT RESOLVED the Redevelopment Agency of the City of Livermore hereby authorizes appropriating $500,000 of Housing Set-aside funds (F581) to fund mortgage assistance programs for low and moderate-income households, purchase 318 South Livermore Avenue, Unit 112, as well as operating expenses (insurance, property maintenance, property management and associated fees), to provide affordable housing opportunities for persons with developmental disabilities, and authorize the Executive Director to sign all necessary documents.

On the motion of Agencymember Horner, seconded by Agencymember Leider, the foregoing resolution was passed and adopted on the 24th day of November, 2008, by the following vote:

AYES: Agencymembers Horner, Leider, Williams, Vice Chair Marchand, Chairperson Kamena
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

INTERIM SECRETARY
SUSAN GIBBS

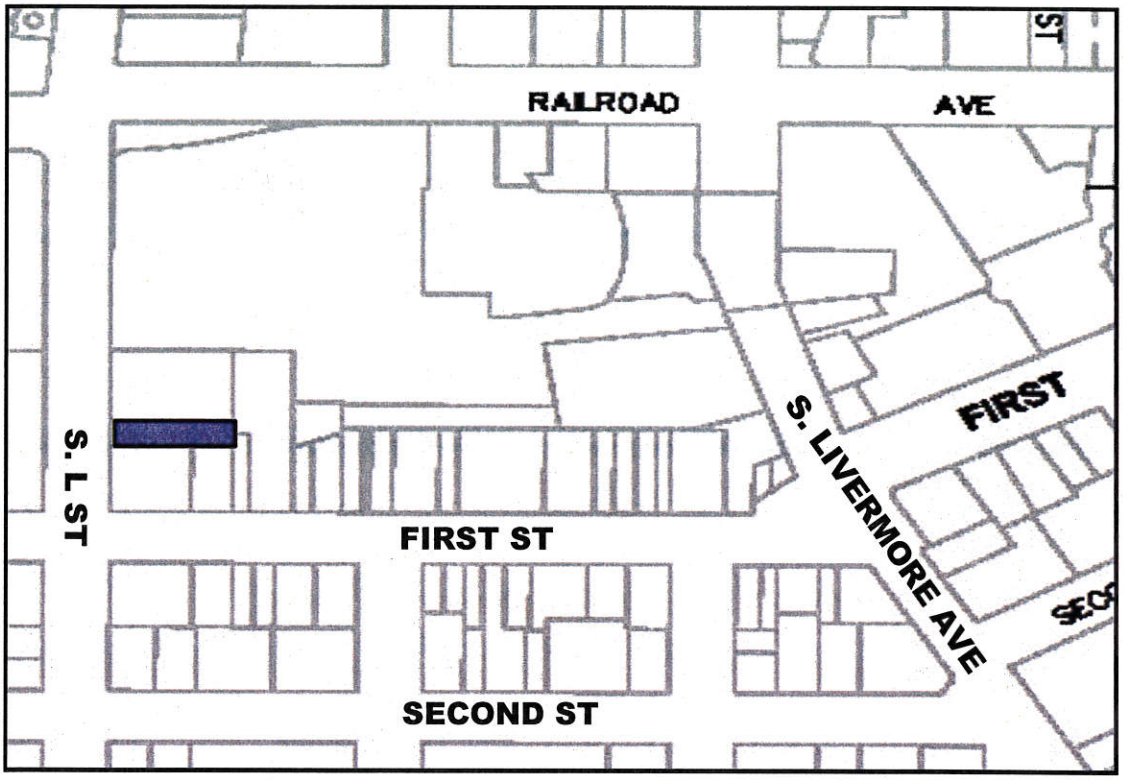
APPROVED AS TO FORM:

ASSISTANT GENERAL COUNSEL
JASON ALCALA

DATE: November 25, 2008

RESOLUTION NO. RA-2008-21

EXHIBIT B.1



62-90 South L Street
APN: 097-0001-026-01

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089513 03/23/2011 04:14 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK D CONNELL
RECORDING FEE: 0.00

7 PGS

cc: HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 097-0001-026-01

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

The Redevelopment Agency of the City of Livermore, a public body, corporate and politic

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of **Alameda,** State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF,

SUBJECT TO THE COVENANTS AND RESTRICTIONS IN EXHIBIT "B" ATTACHED HERETO.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared
_____

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

_____

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

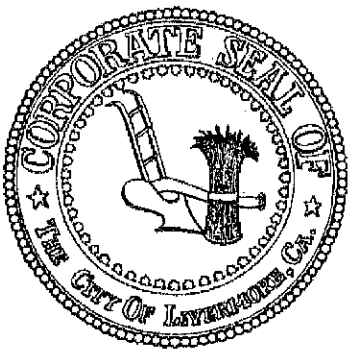


EXHIBIT "A"

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

PARCEL ONE:

Parcel B, Parcel Map 1548, filed October 31, 1974, Map Book 84, Page 63, Alameda County Records.

PARCEL TWO:

The rights reserved in the Deed from Kentucky Fried Chicken South Bay, Inc., to Ellsworth R. Eidenmuller, etux, recorded September 20, 1974, Series No. 123082, Reel 3779 OR, Image 370, as follows:

"The Grantor owns the adjacent 38 feet bordering the southerly portion of the above described property and hereby reserves the right of ingress and egress for pedestrians and vehicles over the existing driveways and also retains the right of common parking on the above described property".

Assessor's Parcel No. 097-0001-026-01

EXHIBIT "B "

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 097-0001-026-01) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

A03
3
R

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
Redevelopment Agency City of Livermore
City Clerk, City Hall
1052 South Livermore Avenue
Livermore, CA 94550

2007321640 09/05/2007 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 14.00

3 PGS

cc: Engineering (2)
Econ Dev

Space Above This Line for Recorder's Use Only

A.P.N.: 097-0001-026-01

File No.: 0131-614592ala (DB)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX **$Exempt**; CITY TRANSFER TAX **$0.00**;
SURVEY MONUMENT FEE $ NOT SHOWN

[ ] computed on the consideration or full value of property conveyed, OR

[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,

[X] unincorporated area; [x] City of **Livermore**, and
Exempt - R&T 11922 Government agency acquiring title

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Thomas J. Martin, Trustee of The Martin Family Trust**

hereby GRANTS to **The Redevelopment Agency of the City of Livermore, a public body, corporate and politic**

the following described property in the City of **Livermore**, County of **Alameda**, State of **California**:

PARCEL ONE:

PARCEL B, PARCEL MAP 1548, FILED OCTOBER 31, 1974, MAP BOOK 84, PAGE 63, ALAMEDA COUNTY RECORDS.

PARCEL TWO:

THE RIGHTS RESERVED IN THE DEED FROM KENTUCKY FRIED CHICKEN SOUTH BAY, INC., TO ELLSWORTH R. EIDENMULLER, ETUX, RECORDED SEPTEMBER 20, 1974, SERIES NO. 123082, REEL 3779 OR, IMAGE 370, AS FOLLOWS:

"THE GRANTOR OWNS THE ADJACENT 38 FEET BORDERING THE SOUTHERLY PORTION OF THE ABOVE DESCRIBED PROPERTY AND HEREBY RESERVES THE RIGHT OF INGRESS AND EGRESS FOR PEDESTRIANS AND VEHICLES OVER THE EXISTING DRIVEWAYS AND ALSO RETAINS THE RIGHT OF COMMON PARKING ON THE ABOVE DESCRIBED PROPERTY".

City Clerk's Office
SEP 24 2007
City of Livermore

Dated: **08/28/2007**

Mail Tax Statements To: **SAME AS ABOVE**

Thomas J. Martin, Trustee of The Martin Family Trust, as Restated June 9, 2006

Thomas J. Martin

Thomas J. Martin, Trustee

STATE OF California)SS
COUNTY OF Tuolumne)

On August 30, 2007, before me, Edie M. Lazzeroni, Notary Public, personally appeared Thomas J. Martin, 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.

EDIE M. LAZZERONI
Commission # 1491648
Notary Public - California
Tuolumne County
My Comm. Expires May 25, 2008

Signature

Edie M Lazzeroni

My Commission Expires: May 25, 2008

This area for official notarial seal

Notary Name: Edie M. Lazzeroni

Notary Phone: (209) 962-7179

Notary Registration Number: 1491648

County of Principal Place of Business: Tuolumne

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated August 28, 2007, from Thomas J. Martin, Trustee, The Martin Family Trust, Dated October 16, 1985, (APN 097-0001-026-01) to the Redevelopment Agency of the City of Livermore, is hereby accepted by the undersigned Secretary on behalf of the Redevelopment Agency of the City of Livermore pursuant to authority conferred by Resolution No. RA-3-89 of the Redevelopment Agency of the City of Livermore adopted on January 23, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: August 28, 2007

Alice Calvert

Alice Calvert, Secretary
Redevelopment Agency of
the City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH TOM MARTIN, TRUSTEE, THE MARTIN FAMILY TRUST, FOR REAL PROPERTY AT 62-90 SOUTH L STREET (APN 097-0001-026-01) AND FOR AN APPROPRIATION OF $2,115,000 FROM THE REDEVELOPMENT AGENCY 2001 TAX ALLOCATION BOND FUND (FUND 583) FOR PURCHASE/ESCROW COSTS AND $90,000 FROM REDEVELOPMENT AGENCY OPERATIONS (FUND 580) FOR PURCHASE COSTS.

It is desirable and necessary for the Redevelopment Agency of the City of Livermore (Agency) to purchase the real property located at 62-90 South L Street (APN 097-0001-026-01) from Tom Martin, Trustee, the Martin Family Trust, and to appropriate $2,115,000 from the 2001 Tax Allocation Bond Fund (Fund 583) to be used for escrow property down payment and estimated escrow costs of $15,000; and $90,000 from the Redevelopment Agency's capital fund (Fund 580) to fund four quarterly payments, plus interest, for the balance of the parcel purchase price.

The Agency wishes to acquire property for a public parking structure at the Agency's Livermore Village catalyst project.

At the direction of the Board, staff negotiated a purchase and sale agreement with the property owners.

IT IS RESOLVED by the Redevelopment Agency of the City of Livermore that:

1. The Executive Director is authorized to execute on behalf of the Redevelopment Agency a Purchase and Sale Agreement, Grant Deed, and related documents between the Redevelopment Agency and Tom Martin, Trustee, the Martin Family Trust, for the real property at 62-90 South L Street; a copy of which is on file in the office of the City Clerk; and

2. An appropriation of $2,115,000 for escrow down payment and estimated escrow costs of $15,000 from Agency 2001 Tax Allocation Bond, Fund 583; and $90,000 from the Redevelopment Agency's capital fund (Fund 580) to fund four quarterly payments, plus interest, for the balance of the parcel purchase price is authorized, for purchase of the property at 62-90 South L Street is approved.

On the motion of Agencymember Dietrich, seconded by Vice Chair Marchand, the foregoing Resolution was passed and adopted this 23rd day of July, 2007, by the following vote:

AYES: Agencymembers Dietrich, Horner, Leider, Vice Chair Marchand and Chairperson Kamena
NOES: None
ABSENT: None
ABSTAIN: None

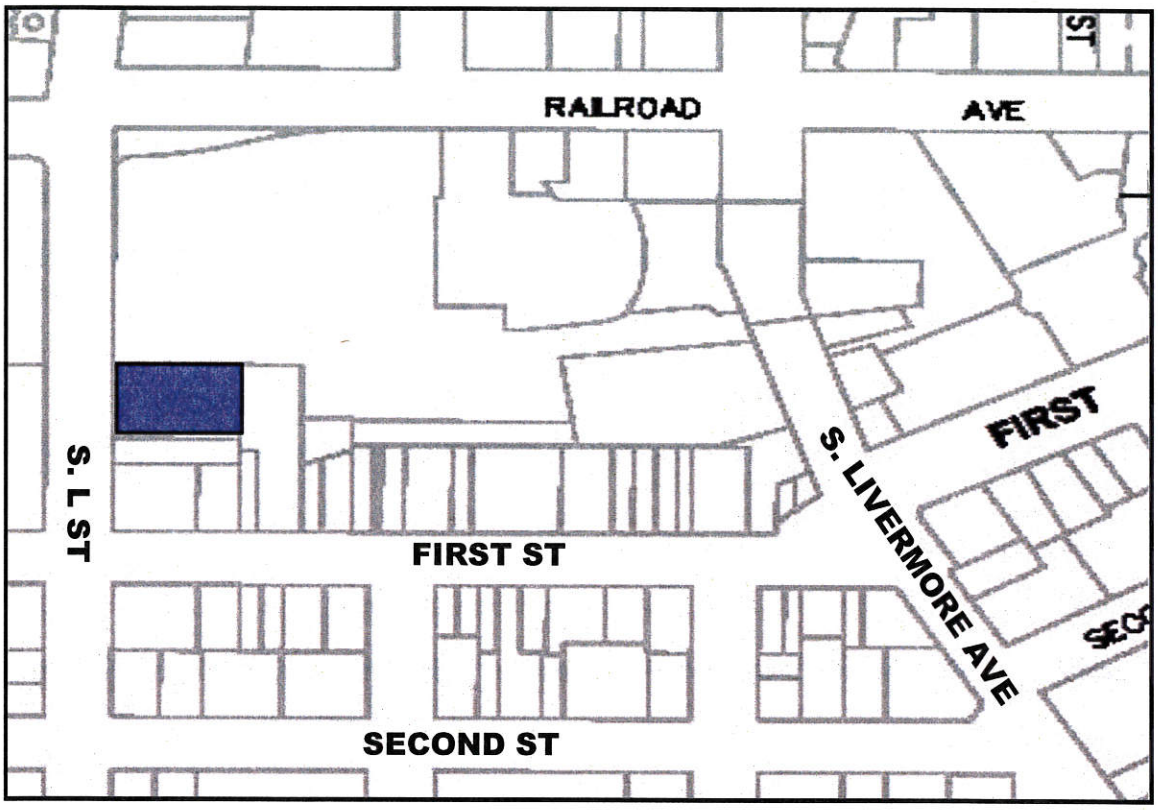
ATTEST:

SECRETARY
ALICE CALVERT

APPROVED AS TO FORM:

ASSISTANT GENERAL COUNSEL
JASON ALCALA

EXHIBIT B.2



50 South L Street
(former KFC site)
APN: 097-0001-026-02

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089515 03/23/2011 04:14 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

6 PGS

cc: HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 097-0001-026-02

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a public body, corporate and politic

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of **Alameda**, State of California:

Parcel A, Parcel Map 1548, filed October 31, 1974, Map Book 84, Page 63, Alameda County Records, subject to the covenants and restrictions in Exhibit "A" attached hereto.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me;
_____ personally appeared
_____.

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

_____

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

EXHIBIT "A "

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

Exhibit A

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

Exhibit A

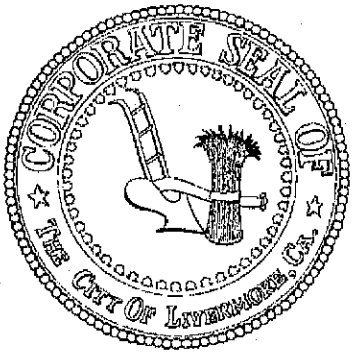
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 097-0001-026-02) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550



18

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
Redevelopment Agency City of Livermore
c/o City Clerk, 1052 South Livermore Avenue
Livermore, CA 94550

2007318535 08/31/2007 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 14.00

3 PGS

cc: Engineering (2), Econ Dev

Space Above This Line for Recorder's Use Only

A.P.N.: 097-0001-026-02

File No.: 0131-614593ala (DB)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX **$Exempt**; CITY TRANSFER TAX **$0.00**; SURVEY MONUMENT FEE $

RT 11922

[ ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; [x] City of **Livermore**, and

City Clerk's Office
SEP 19 2007
City of Livermore

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **William C. Eidenmuller, III and Gerald R. Eidenmuller, as Trustees of the testamentary trusts established under the Will of Ellsworth R. Eidenmuller, deceased, also known as Ellsworth R. Eidenmuller, Probate No. 239214, superior Court of California, County and City of San Francisco; and William C. Eidenmuller III and Gerald R. Eidenmuller, as Successor Trustees of the Virginia Eidenmuller Trust dated October 24, 1990**

hereby GRANTS to **The Redevelopment Agency of the City of Livermore, a public body, corporate and politic**

the following described property in the City of **Livermore**, County of **Alameda**, State of **California**:

PARCEL A, PARCEL MAP 1548, FILED OCTOBER 31, 1974, MAP BOOK 84, PAGE 63, ALAMEDA COUNTY RECORDS.

Dated: **08/24/2007**

William C. Eidenmuller, III and Gerald R. Eidenmuller, as Trustees of the testamentary trusts established under the Will of Ellsworth R. Eidenmuller, deceased, also known as Ellsworth R. Eidenmuller, Probate No. 239214, Superior Court of California, County and City of San Francisco

William C. Eidenmuller III, Trustee
William C. Eidenmuller, III, Trustee

Gerald R. Eidenmuller, Trustee
Gerald R. Eidenmuller, Trustee

William C. Eidenmuller, III and Gerald R. Eidenmuller, as Successor Trustees of the Virginia Eidenmuller Trust, dated October 24, 1990

William C. Eidenmuller III, Successor Trustee
William C. Eidenmuller, III, Successor Trustee

Gerald R. Eidenmuller, Successor Trustee
Gerald R. Eidenmuller, Successor Trustee

Mail Tax Statements To: **SAME AS ABOVE**

STATE OF CALIFORNIA)SS
COUNTY OF SAN FRANCISCO)

On August 27, 2007, before me, M. Iglesia, Notary Public, personally appeared WILLIAM C. EIDENMULLER III AND GERALD R. EIDENMULLER, 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.

M. IGLESIA
COMM. # 1666114
NOTARY PUBLIC-CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
MY COMM. EXP. MAY 12, 2010

Signature

My Commission Expires: _____ *This area for official notarial seal*

Notary Name: _____ Notary Phone: _____
Notary Registration Number: _____ County of Principal Place of Business: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated August 24, 2007, from the William C. Eidenmuller, III and Gerald R. Eidenmuller, both as Trustees of Trust B established under the Will of Ellsworth R. Eidenmuller, decedent; and as successor trustees for Virginia C. Eidenmuller, as Trustee of the Virginia Eidenmuller Trust (APN 097-0001-026-02) to the Redevelopment Agency of the City of Livermore, is hereby accepted by the undersigned Secretary on behalf of the Redevelopment Agency of the City of Livermore pursuant to authority conferred by Resolution No. RA-3-89 of the Redevelopment Agency of the City of Livermore adopted on January 23, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: August 24, 2007

Alice Calvert, Secretary
Redevelopment Agency of
the City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH WILLIAM C. EIDENMULLER, III AND GERALD R. EIDENMULLER, BOTH AS TRUSTEES OF TRUST B ESTABLISHED UNDER THE WILL OF ELLSWORTH R. EIDENMULLER, DECENDENT; AND AS SUCCESSOR TRUSTEES FOR VIRGINIC C. EIDENMULLER, AS TRUSTEE OF THE VIRGINIA EIDENMULLER TRUST, OR THEIR SUCCESSORS, FOR REAL PROPERTY AT 50 SOUTH L. STREET (APN 097-0001-026-02) AND FOR AN APPROPRIATION OF $1,305,000 FROM THE REDEVELOPMENT AGENCY'S 2001 TAX ALLOCATION BOND FUND (FUND 583) FOR PARCEL PURCHASE AND ESCROW COSTS.

It is desirable and necessary for the Redevelopment Agency of the City of Livermore (Agency) to purchase the real property located at 50 South L. Street (APN) 097-0001-026-02) from William C. Eidenmuller, III And Gerald R. Eidenmuller, Both As Trustees Of Trust B Established Under The Will Of Ellsworth R. Eidenmuller, Decedent; And As Successor Trustees For Virginia C. Eidenmuller, As Trustee Of The Virginia Eidenmuller Trust, Or Their Successors, and to appropriate $1,305,000 from the Redevelopment Agency's 2001 Tax Allocation Bond Fund (Fund 583) for parcel purchase and escrow costs.

The Agency wishes to acquire property for a public parking structure at the Agency's Livermore Village catalyst project.

At the direction of the Board, staff negotiated a purchase and sale agreement with the property owners.

IT IS RESOLVED by the Redevelopment Agency of the City of Livermore that:

1. The Executive Director is authorized to execute on behalf of the Redevelopment Agency a Purchase and Sale Agreement, Grant Deed, and related documents between the Redevelopment Agency and William C. Eidenmuller, III And Gerald R. Eidenmuller, Both As Trustees Of Trust B Established Under The Will Of Ellsworth R. Eidenmuller, Decedent; And As Successor Trustees For Virginia C. Eidenmuller, As Trustee Of The Virginia Eidenmuller Trust, Or Their Successors, for the real property at 50 South L Street, Livermore, California; and

2. An appropriation of $1,305,000 for property purchase and escrow costs from the Redevelopment Agency 2001 Tax Allocation Bond, Fund 583, for purchase of the property at 50 South L Street is approved.

On the motion of Agencymember Dietrich, seconded by Vice Chair Marchand, the foregoing Resolution was passed and adopted this 23rd day of July, 2007, by the following vote:

AYES: Agencymembers Dietrich, Horner, Leider, Vice Chair Marchand and Chairperson Kamena
NOES: None
ABSENT: None
ABSTAIN: None

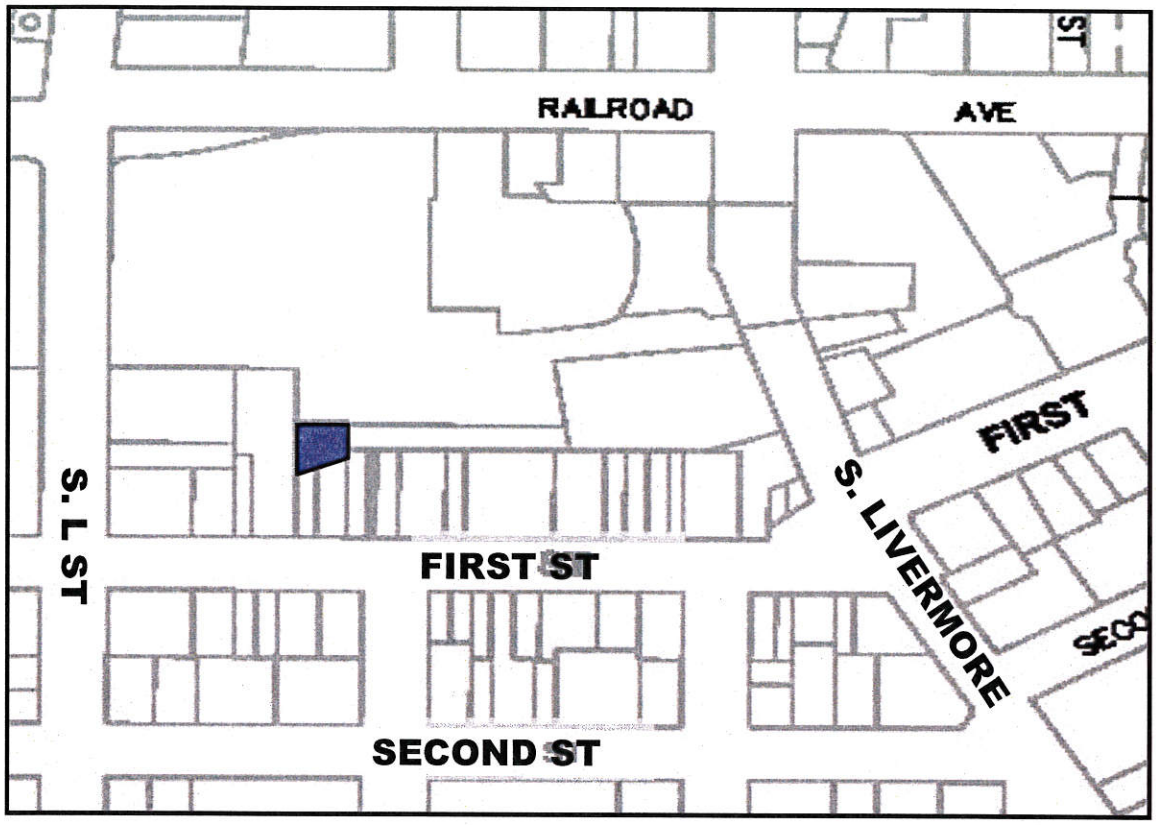
ATTEST:

SECRETARY
ALICE CALVERT

APPROVED AS TO FORM:

ASSISTANT GENERAL COUNSEL
JASON ALCALA

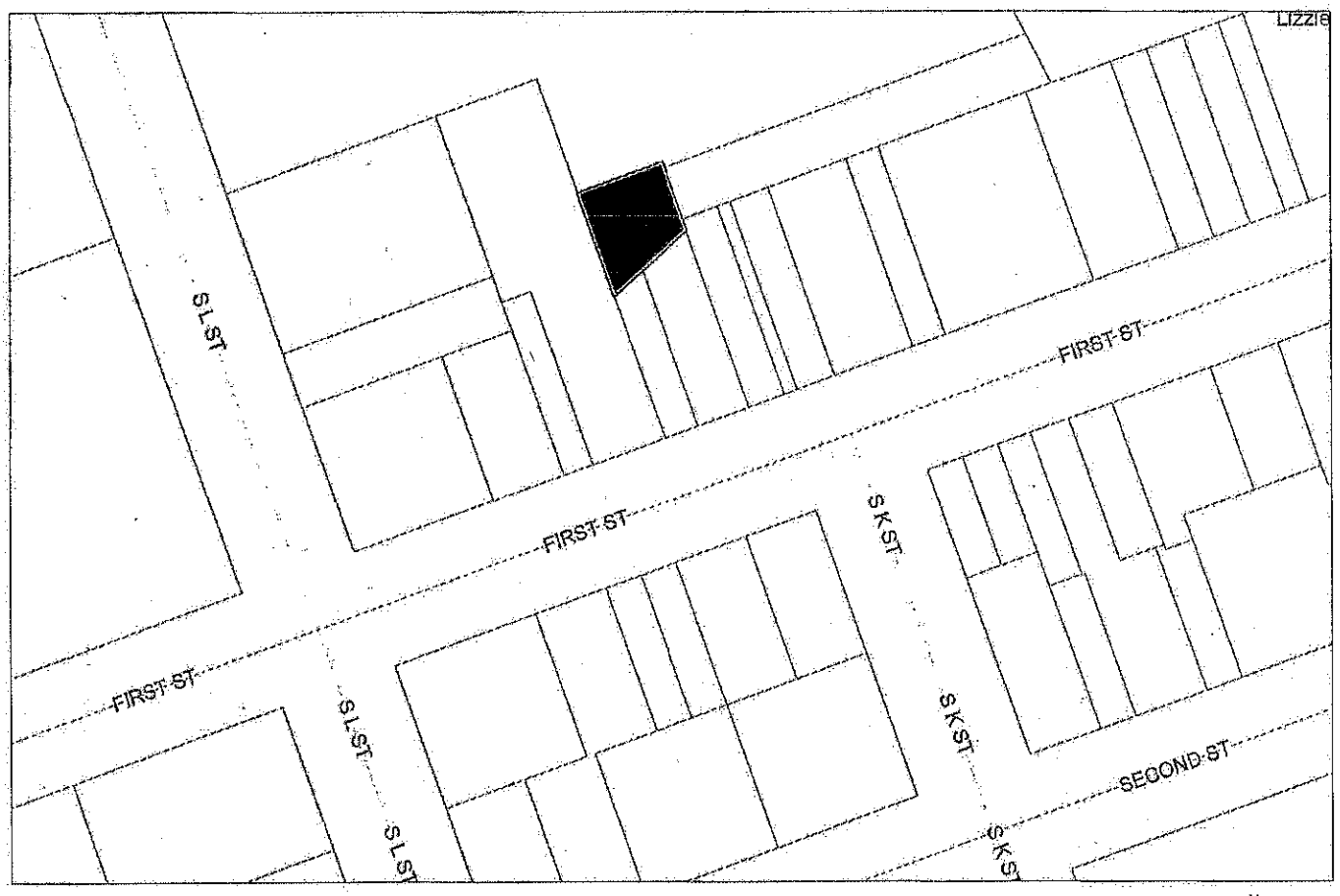
EXHIBIT B.3



Vacant Parcel behind 2056-2068 First Street
(former Corbett Parcel)
APN: 097-0001-036-00

City of Livermore, CA APN:097-0001-036-00 ADDRESS: 2056 First St.

(Property was originally acquired as a portion of 097-0001-021-00)



SCALE 1 : 1,300

100 0 100 200 300

FEET

N

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089517 03/23/2011 04:14 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

6 PGS

cc: HHS

APN: 097-0001-036-00

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a public body corporate and politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as Redevelopment Agency of the City of Livermore, a body politic and corporate

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of **Alameda**, State of California:

Parcel C of Parcel Map No. 9979 in the City of Livermore, County of Alameda, State of California, according to the Map thereof in Book 315 of Parcel Maps at pages 88 and 89, Alameda County Records,

subject to the covenants and restrictions in Exhibit "A" attached hereto.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

_____

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

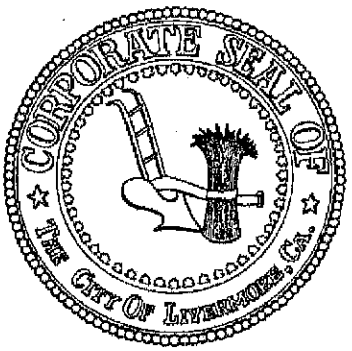
STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

EXHIBIT "A "

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

Exhibit A

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 097-0001-036-00) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

FIRST AMERICAN TITLE COMPANY
HEREBY CERTIFIES THAT THIS IS A TRUE AND
CORRECT COPY OF THE ORIGINAL DOCUMENT

BY: [illegible]

RECORDED: JUNE 30, 2010

SERIES NO.: 2010 - 183245

PARCEL MAP 9979

A SUBDIVISION OF THAT PORTION OF BLOCK 2, PER THE "MAP OF THE TOWN OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA" FILED NOVEMBER 4, 1869 ALAMEDA COUNTY RECORDS , AS DESCRIBED IN THE GRANT DEED, RECORDED JULY 23, 2001, INSTRUMENT NUMBER 2001-262722 OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA IN THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

BY THE

CITY OF LIVERMORE

COMMUNITY DEVELOPMENT DEPT.

SCALE 1"=20' JUNE 2010

OWNER'S STATEMENT:

THE UNDERSIGNED, HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LANDS DELINEATED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED "PARCEL MAP 9979, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA" CONSISTING OF TWO (2) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF; THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DO CONSENT TO THE MAKING AND FILING OF SAID MAP; THAT SAID MAP DOES PARTICULARLY SET FORTH AND DESCRIBE ALL PARCELS OF LAND BY THEIR BOUNDARY COURSES AND EXTENT.

THIS MAP SHOWS OR NOTES ALL EASEMENTS, EXISTING OR OF RECORD WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

OWNER: 2000 CORBETT FAMILY TRUST U/D/T DATED MAY 31, 2000

BY: [signature]
RICHARD K. CORBETT (TRUSTEE)

BY: [signature]
PAMELA K. CORBETT (TRUSTEE)

OWNER'S ACKNOWLEDGMENT:

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

ON June 21, 2010 BEFORE ME, Diane E. Burton, Notary Public PERSONALLY APPEARED RICHARD K. CORBETT AND PAMELA K. CORBETT, 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 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: Diane E. Burton

PRINT NAME: Diane E. Burton

MY COMMISSION NUMBER: 1828460

MY COMMISSION EXPIRES: Dec. 27, 2012

PRINCIPAL COUNTY OF BUSINESS: Alameda

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE IN MAY, 2010. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

I FURTHER STATE THAT "PARCEL MAP 9979, CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA" IS A SUBDIVISION INTO PARCELS OF LAND CONTAINING 0.226 ACRES (9847.1 SF.), MORE OR LESS.

[signature] 6/08/10
LAWRENCE K. SAMPSON — DATE
P.L.S. 4238
EXPIRATION DATE: 6/30/2012

LICENSED LAND SURVEYOR — LAWRENCE K. SAMPSON — Exp. 6/30/12 — 4238 — STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I, CHERI R. SHEETS, CITY ENGINEER OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 9979, CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA", AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP (IF ANY) AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE STATE LAWS AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. THIS MAP WAS PROCESSED UNDER THE PARCEL MAP WAIVER PROCEDURE.

[signature] 6/14/10
CHERI R. SHEETS, R.C.E. NO. 36751 — DATE
EXPIRES ON MARCH 31, 2011
CITY ENGINEER, CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

CHERI R. SHEETS — No. 36751 — Exp. 3-31-11 — CIVIL — STATE OF CALIFORNIA

I, MICHAEL C. IRBY, A REGISTERED ENGINEER FOR THE CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 9979, CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA", AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

[signature] 6/8/10
MICHAEL C. IRBY — DATE
R.C.E. NO. 33143
EXPIRES ON JUNE 30, 2011

REGISTERED PROFESSIONAL ENGINEER — MICHAEL C. IRBY — C-33143 — Exp. 6-30-10 — CIVIL — STATE OF CALIFORNIA

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT:

PARCEL MAP 9979 CONFORMS WITH THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND WAS PROCESSED IN ACCORDANCE WITH THE SUBDIVISION MAP ACT SECTION 66428(b).

[signature] 6/16/10
MARC ROBERTS — DATE
DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

CITY CLERK'S STATEMENT:

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

ON THIS 16th DAY OF JUNE, 2010, BEFORE ME, SUSAN NEER, CITY CLERK, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, PERSONALLY APPEARED MARC ROBERTS, PERSONALLY KNOWN TO ME TO BE THE DIRECTOR OF COMMUNITY DEVELOPMENT OF THE CITY OF LIVERMORE, AND IS THE PERSON AUTHORIZED BY THE CITY OF LIVERMORE MUNICIPAL CODE TO APPROVE THIS PARCEL MAP WAIVER.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS 16th DAY OF JUNE, 2010.

[signature]
SUSAN NEER
CITY CLERK AND CLERK OF THE CITY COUNCIL
CITY OF LIVERMORE
ALAMEDA COUNTY, STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISOR'S STATEMENT:

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

I, CRYSTAL K. HISHIDA, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY STATE, AS CHECKED BELOW THAT:

[ ] AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF THE SAID COUNTY AND STATE IN THE AMOUNT OF $_____ CONDITIONED FOR THE PAYMENT OF ALL THE TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE, AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

[ ] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID, AS CERTIFIED BY THE TREASURER–TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

[ ] EXEMPT

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____ A.D. 2010.

CRYSTAL K. HISHIDA
CLERK OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

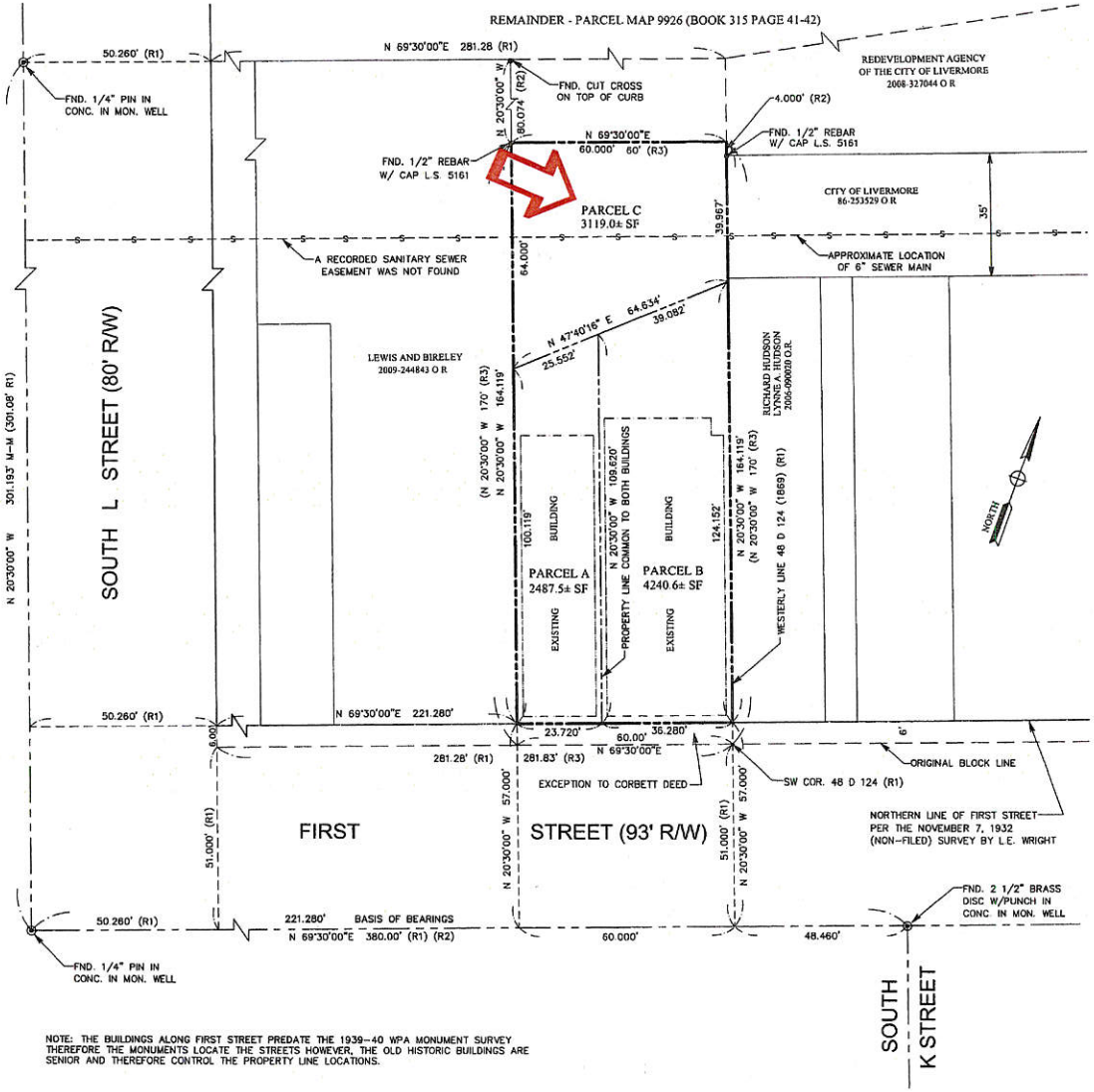
BY: _____
DEPUTY COUNTY CLERK

COUNTY RECORDER'S STATEMENT:

FILED THIS 30th DAY OF JUNE, 2010,
AT 3:27 P.M., IN BOOK 315 OF MAPS AT PAGES
88 - 89 INCLUSIVE, RECORDERS SERIES
NO. 2010-183245 AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.
FEE $ 11.00 PAID

PATRICK O'CONNELL
COUNTY RECORDER IN AND FOR THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER



NOTE: THE BUILDINGS ALONG FIRST STREET PREDATE THE 1939-40 WPA MONUMENT SURVEY THEREFORE THE MONUMENTS LOCATE THE STREETS HOWEVER, THE OLD HISTORIC BUILDINGS ARE SENIOR AND THEREFORE CONTROL THE PROPERTY LINE LOCATIONS.

GRAPHIC SCALE

0 15 30 60

(IN FEET)

NOTES:

ALL DISTANCES SHOWN ARE GROUND AND DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.

BASIS OF BEARINGS:

THE BEARING OF N 69°30'00" E BETWEEN FOUND MONUMENTS ON FIRST STREET AS SHOWN ON CITY OF LIVERMORE MONUMENT MAPS WAS TAKEN AS THE BASIS OF ALL BEARINGS SHOWN HEREON.

MAP REFERENCES:

(R1) CITY OF LIVERMORE MONUMENT MAPS (1939-40 WPA)
(R2) PARCEL MAP 9926, BOOK 315 OF MAPS PAGES 41-42
(R3) GRANT DEED, INSTRUMENT NUMBER 2001-262722

LEGEND:

————	PARCEL MAP BOUNDARY
————	NEW PROPERTY LINE
————	STREET MONUMENT LINE
————	STREET MONUMENT TIE
————	LOT LINE
⊙	FOUND STREET MONUMENT AS NOTED
•	FOUND MONUMENT AS NOTED
CONC.	CONCRETE
FND.	FOUND
M	MAPS
MON.	MONUMENT
(R#)	RECORD BEARING AND/OR DISTANCE
M-M	MONUMENT TO MONUMENT

PARCEL MAP 9979

A SUBDIVISION OF THAT PORTION OF BLOCK 2, PER THE "MAP OF THE TOWN OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA" FILED NOVEMBER 4, 1869 ALAMEDA COUNTY RECORDS, AS DESCRIBED IN THE GRANT DEED, RECORDED JULY 23, 2001, INSTRUMENT NUMBER 2001-262722 OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA

IN THE

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

BY THE

CITY OF LIVERMORE

COMMUNITY DEVELOPMENT DEPT.

SCALE 1"=20' JUNE 2010

ASSESSOR'S MAP 97

1

SCALE: 1" = 60'

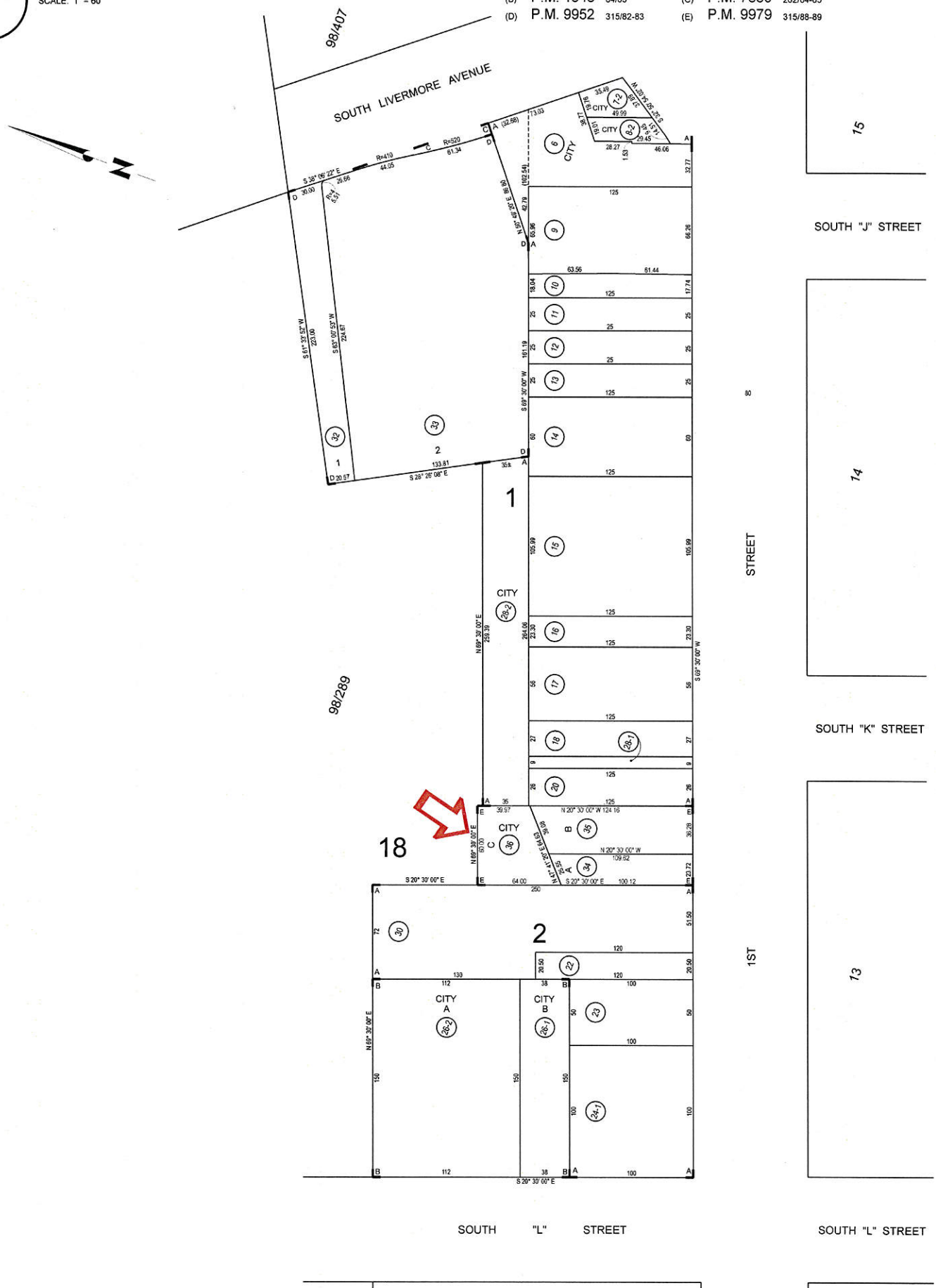
Code Area Nos. 16-023

Map of Subdivision of Rancho el Valle de San Jose (Por. Plot 18) (Book of Deeds 40, Pg.315)

(A) Map of the Town of Livermore 5/9

(B) P.M. 1548 84/63 (C) P.M. 7859 262/84-85

(D) P.M. 9952 315/82-83 (E) P.M. 9979 315/88-89



REVISED: 08-11-10 MN 07-19-11 CC 09-16-11 CC

DRAWN: 05-15-09 LL

FORMERLY:

SBE 56, 57 REF: . HPN: 36 IND PG: 2

Corbett

2010190181 07/09/2010 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

4 PGS.

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL DOCUMENT TO:
Redevelopment Agency of the City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

8N-1
AB
4
CA

cc: Engineering
HHS

10-221

Space Above This Line for Recorder's Use Only

A.P.N.: 097-0001-021 (portion)

File No.: 0131-614588ala (MC)

GRANT DEED

NO RECORDING FEE PURSUANT TO GOVERNMENT CODE SECTION 27383 – RST 11922 Government agency agency title

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX **$NONE - TAX EXEMPT ENTITY**; CITY TRANSFER TAX **$NONE - TAX EXEMPT ENTITY**;
SURVEY MONUMENT FEE $

[**NONE - TAX EXEMPT ENTITY**] computed on the consideration or full value of property conveyed, OR

[**NONE - TAX EXEMPT ENTITY**] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,

[ ] unincorporated area; [X] City of **Livermore**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Richard K. Corbett and Pamela K. Corbett, as trustees of the 2000 Corbett Family Trust U/D/T dated May 31, 2000**

hereby GRANTS to **Redevelopment Agency of the City of Livermore, a body politic and corporate**

the following described property in the City of **Livermore**, County of **Alameda**, State of **California:**

See Legal Description Attached as Exhibit "A"

City Clerk's Office
JUL 22 2010
City of Livermore

Mail Tax Statements To: **SAME AS ABOVE**

Date: **07/02/2010**

A.P.N.: 097-0001-021 (portion)

File No.: 0131-614588ala (MC)

Dated: **07/06/2010**

Richard K. Corbett and Pamela K. Corbett,
as Trustees of the 2000 Corbett Family Trust
U/D/T dated May 31, 2000

Richard K. Corbett, Trustee

Pamela K. Corbett, Trustee

STATE OF CA)SS
COUNTY OF Alameda)

On July 6, 2010, before me, M. L. Chan, Notary Public, personally appeared Richard K. Corbett and Pamela K. Corbett, 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.

M. L. CHAN
Commission # 1721259
Notary Public - California
Alameda County
My Comm. Expires Jan 27, 2011

Signature

My Commission Expires: January 27, 2011

This area for official notarial seal

Notary Name: M. L. Chan

Notary Phone: (925) 738-4050

Notary Registration Number: 1721259

County of Principal Place of Business: Alameda

Title Order Number:

File Number: 0131-614588ala

Exhibit "A"

Real property in the City of Livermore, County of Alameda, State of California, described as follows:

PARCEL C OF PARCEL MAP NO. 9979 IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF IN BOOK 315 OF PARCEL MAPS AT PAGES 88 AND 89, ALAMEDA COUNTY RECORDS.

APN: 097-0001-021 (portion)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, APN 097-0001-021 (portion) dated July 6, 2010, from Richard K. Corbett and Pamela K. Corbett, as trustees of the 2000 Corbett Family Trust U/D/T dated May 31, 2000, to the Redevelopment Agency of the City of Livermore, a body corporate and politic, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: July 6, 2010

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

ASSESSOR'S MAP 97

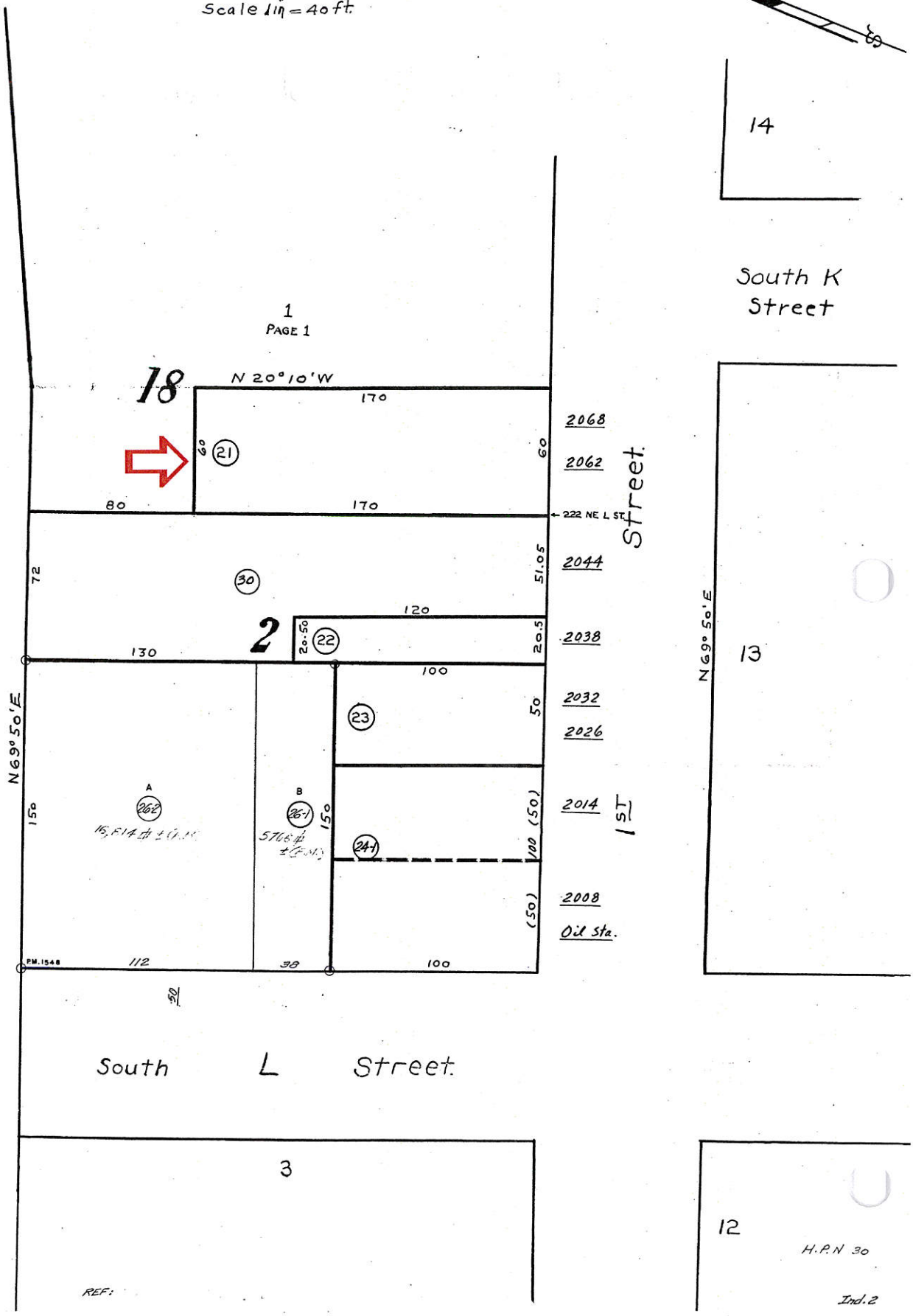
Code Area No. 16-023

1

PAGE 2

Map of Subdivision of
Rancho el Valle de San Jose (Bk. Ds. 40 Pg. 315)
(Portion A – Por. Plot 18) P.M. 1548 84/63
Scale 1in = 40 ft.

REV: 11-21-78 SY
3-21-83 RG



ACM 49

REF:

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE APPROPRIATION OF TAX ALLOCATION BOND FUNDS IN AN AMOUNT NOT TO EXCEED $170,000; AUTHORIZING EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH RICHARD K. CORBETT AND PAMELA K. CORBETT, AS TRUSTEES OF THE 2000 CORBETT FAMILY TRUST, IN THE AMOUNT OF $155,970 FOR THE ACQUISITION OF AN APPROXIMATELY 3,119 SQUARE FOOT PORTION OF PROPERTY AT THE REAR OF 2056-2068 FIRST STREET; AND AUTHORIZING THE EXECUTIVE DIRECTOR OF THE REDEVELOPMENT AGENCY TO EXECUTE ALL RELATED DOCUMENTS.

It is desirable for the Redevelopment Agency of the City of Livermore (Agency) to: purchase an approximately 3,119 square foot portion of the real property located at 2056-2068 First Street (APN 097 000102100) from Richard K. Corbett and Pamela K. Corbett, as trustees of the 2000 Corbett Family Trust, for $155,970; and to appropriate an amount of $170,000 of Tax Allocation Bond Funds (F583) for that purpose, including the administrative and transactional costs associated with the purchase.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Livermore that the Executive Director on behalf of the Redevelopment Agency is authorized to:

Execute the Purchase and Sale Agreement with Richard K. Corbett and Pamela K. Corbett, as trustees of the 2000 Corbett Family Trust, for the approximately 3,119 square foot portion of property located at the rear of 2056-2068 First Street, utilizing an appropriation of $170,000 of Tax Allocation Bond Funds (F583) to cover the purchase price and related expenses; and sign all related documents.

On the motion of Agencymember Marchand, seconded by Vice Chair Horner, the foregoing resolution was passed and adopted on the 24th day of May, 2010, by the following vote:

AYES: Agencymembers Marchand, Williams, Vice Chair Horner, Chairperson Kamena
NOES: None
ABSENT: Agencymember Leider
ABSTAIN: None

ATTEST:

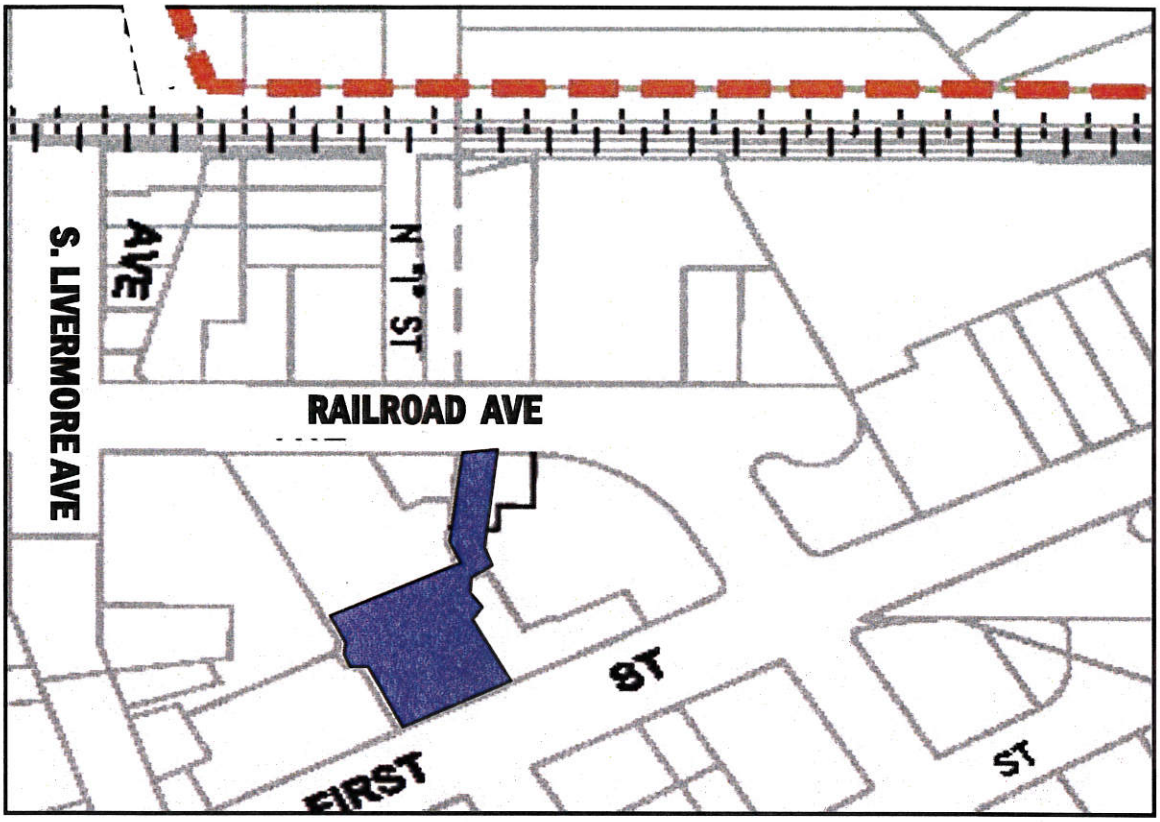
SECRETARY
SUSAN NEER

DATE: May 25, 2010

APPROVED AS TO FORM:

ASSISTANT GENERAL COUNSEL
JASON ALCALA

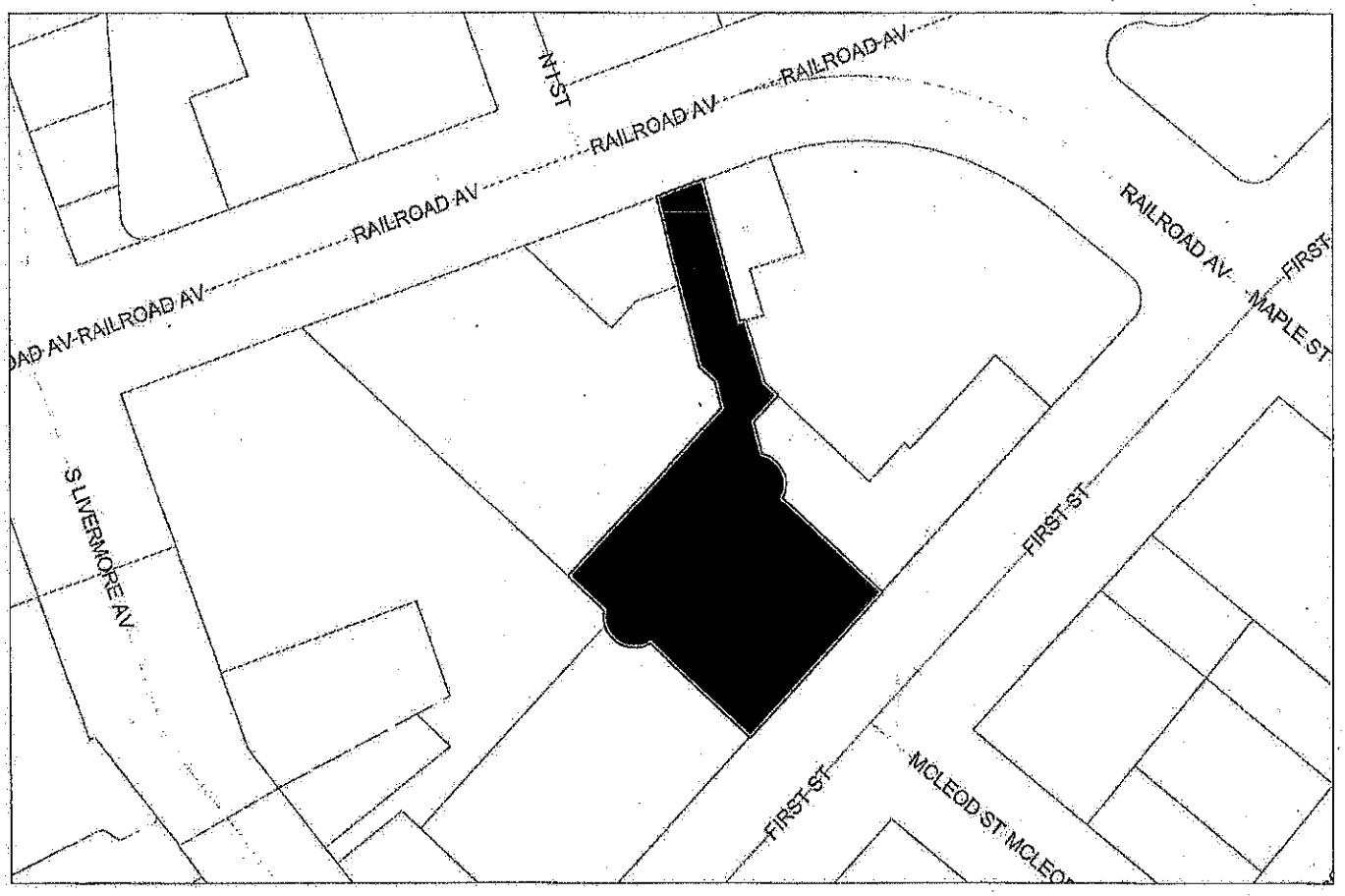
EXHIBIT B.4



2450 First Street
(Bankhead Plaza and Walkway)
APN: 098-0407-026-00

City of Livermore, CA APN: 098-0407-026-00 ADDRESS: 2310 First Street

(Property was originally acquired as three separate parcels
APN # 098-0287-001-05, APN # 098-0289-013-12
and APN # 097-0111-004-03)



SCALE 1 : 1,300

100 0 100 200 300

FEET

N

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089524 03/23/2011 04:17 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

7 PGS

cc: HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 098-0407-026-00

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a Public Body Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of **Alameda**, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF SUBJECT TO THE COVENANTS AND RESTRICTIONS IN EXHIBIT "B" ATTACHED HERETO.

DATED: MARCH 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared
_____

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of
The Redevelopment Agency of the
City of Livermore

_____

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

EXHIBIT "A"

THE LAND REFERRED TO IS SITUATE IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE:

PARCEL 8, AS SHOWN ON PARCEL MAP 8548, FILED JUNE 14, 2005, IN BOOK 282 OF PARCEL MAPS, AT PAGES 24-25, ALAMEDA COUNTY RECORDS.

CONTAINING 4732 SQUARE FEET, MORE OR LESS

EXCEPTING THEREFROM:

BEING A PORTION OF PARCEL 8, AS SHOWN ON PARCEL MAP 8548, FILED JUNE 14, 2005, IN BOOK 282 OF PARCEL MAPS, AT PAGES 24-25, ALAMEDA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF RAILROAD AVENUE, AS SAID STREET IS SHOWN ON SAID PARCEL MAP 8548, SAID POINT ALSO BEING THE NORTHERLY CORNER COMMON TO PARCEL 8 AND PARCEL 6 AS SHOWN ON SAID MAP, THENCE ALONG THE LINE COMMON TO SAID PARCEL 8 AND PARCEL 6 THE FOLLOWING TWO COURSES; (1) SOUTH 47^0 11' 28" EAST 79.783 FEET; (2) NORTH 42^0 48' 32" EAST 0.167 FEET; THENCE THENCE LEAVING SAID COMMON LINE NORTH 47^0 11' 28" WEST 79.696 FEET, MORE OR LESS, TO THE SAID SOUTHERLY LINE OF RAILROAD AVENUE, THENCE ALONG SAID LINE OF RAILROAD AVENUE SOUTH 70^0 09' 12" WEST 0.188 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING.**

CONTAINING 13 SQUARE FEET, MORE OR LESS

Assessor's Parcel No. 099-0175-025-00 & 099-0175-026-00

EXHIBIT "B"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 098-0407-026-00) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

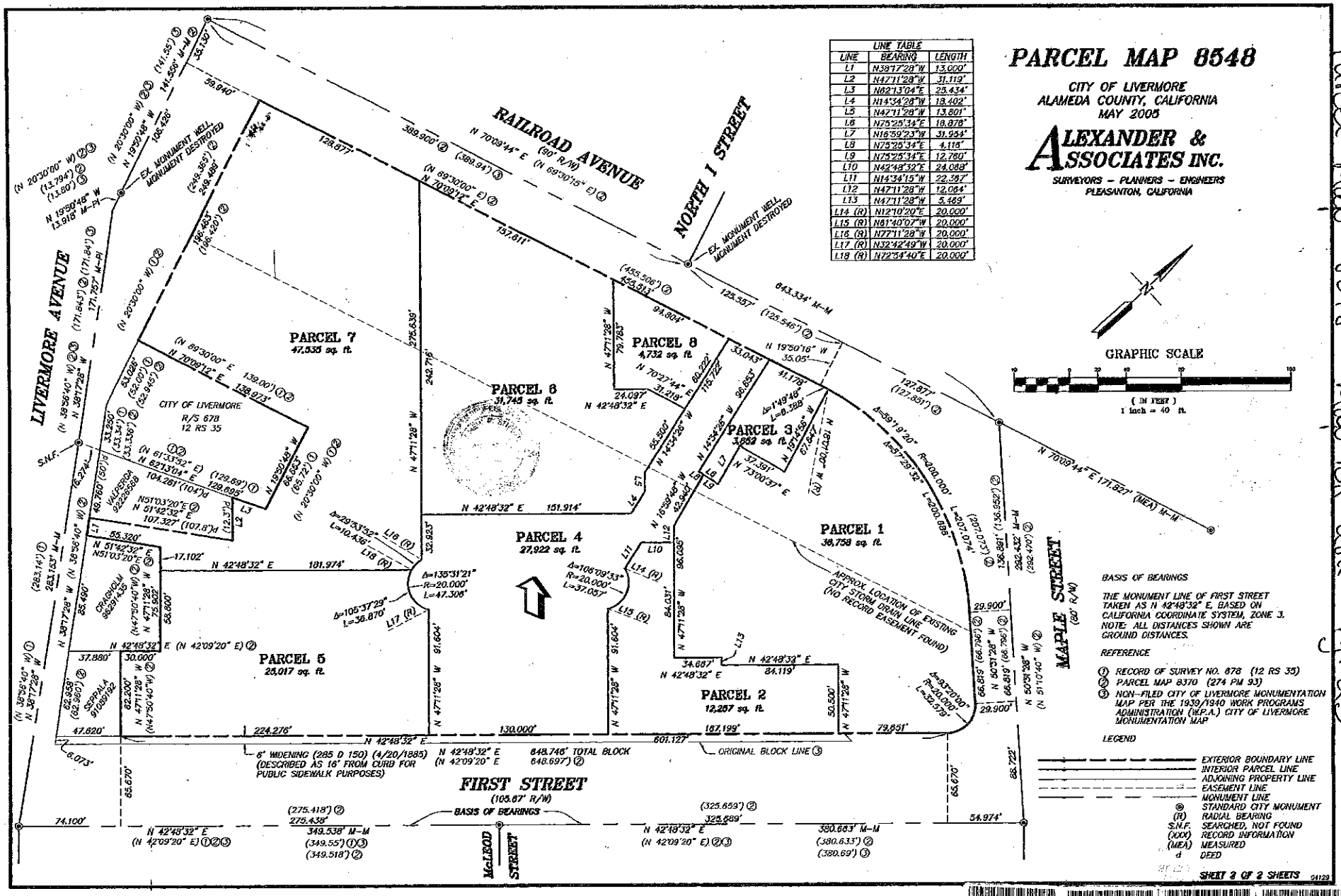
CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

PARCEL MAP 8548

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA
MAY 2005

ALEXANDER & ASSOCIATES INC.
SURVEYORS – PLANNERS – ENGINEERS
PLEASANTON, CALIFORNIA

LINE TABLE		
LINE	BEARING	LENGTH
L1	N38°17'28"W	13.000'
L2	N47°11'28"W	31.119'
L3	N62°13'04"E	25.434'
L4	N14°34'26"W	13.402'
L5	N47°11'28"W	13.801'
L6	N75°25'34"E	18.876'
L7	N16°59'23"W	31.954'
L8	N75°25'34"E	4.115'
L9	N75°25'34"E	12.780'
L10	N42°48'32"E	24.088'
L11	N14°34'15"W	22.367'
L12	N47°11'28"W	12.064'
L13	N47°11'28"W	5.469'
L14 (R)	N12°10'20"E	20.000'
L15 (R)	N81°40'07"W	20.000'
L16 (R)	N77°11'28"W	20.000'
L17 (R)	N32°42'49"W	20.000'
L18 (R)	N72°54'40"E	20.000'



BASIS OF BEARINGS

THE MONUMENT LINE OF FIRST STREET TAKEN AS N 42°48'32" E, BASED ON CALIFORNIA COORDINATE SYSTEM, ZONE 3. NOTE: ALL DISTANCES SHOWN ARE GROUND DISTANCES.

REFERENCE

① RECORD OF SURVEY NO. 678 (12 RS 35)
② PARCEL MAP 8370 (274 PM 93)
③ NON-FILED CITY OF LIVERMORE MONUMENTATION MAP PER THE 1939/1940 WORK PROGRAMS ADMINISTRATION (WPA) CITY OF LIVERMORE MONUMENTATION MAP

LEGEND

- EXTERIOR BOUNDARY LINE
- INTERIOR PARCEL LINE
- ADJOINING PROPERTY LINE
- EASEMENT LINE
- MONUMENT LINE
- ◎ STANDARD CITY MONUMENT
- (R) RADIAL BEARING
- S.N.F. SEARCHED, NOT FOUND
- (XXX) RECORD INFORMATION
- (MEA) MEASURED
- d DEED

SHEET 2 OF 2 SHEETS

Parcel Map 8548 Map BK 282 Pg. 25

130706 130707 130708 130709

33

15 APR '02 AM 8:23 CLER

cc: Econ. Dev. Engr (2)

RECORDING REQUESTED BY
First American Title Guaranty Company
Order No.
Escrow No. 592880
Loan No.
WHEN RECORDED MAIL TO:
Redevelopment Agency of the City of Livermore
City Clerk
City Hall
1052 S. Livermore Ave.
Livermore, CA 94550

DH
4
60

2002134743 03/26/2002 08:30 AM
OFFICIAL RECORDS OF RECORDING FEE: 0.00
ALAMEDA COUNTY
PATRICK O'CONNELL

4 PGS

SPACE ABOVE THIS LINE FOR RECORDER'S USE 02-322?

MAIL TAX STATEMENTS TO:

The undersigned grantor(s) declare(s):
CITY TRANSFER TAX $
DOCUMENTARY TRANSFER TAX $DH
SURVEY MONUMENT FEE $
____Computed on the consideration or value of property conveyed; OR
____Computed on the consideration or value less liens or encumbrances remaining at time of sale.

APN 98-287-1-5

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

H.R. Hansen, Jr., Sarah H. Rierson and Christian E. Ising

hereby GRANT(S) to

Redevelopment Agency of the City of Livermore, a political subdivision

the real property in the City of **Livermore** County of **Alameda**, State of California, described as

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Dated March 13, 2002

STATE OF Colorado }
COUNTY OF Rio Grande } ss.

On March 19, 2002
before me, Nicki Brauer,
personally appeared Sarah H. Rierson,

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 Nicki Brauer

H.R. Hansen, Jr.

Sarah H. Rierson

Christian E. Ising

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA }ss
COUNTY OF Alameda }

On **March 21, 2002**, before me, **Diane E. Burton**, a Notary Public in and for said State, personally appeared **H.R. Hansen, Jr. and Christian E. Ising**, 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 Diane E. Burton

DIANE E. BURTON
COMM. 1285028
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires Dec. 20, 2004

DIANE E. BURTON
COMM. 1285028
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires Dec. 20, 2004

(This area for official notarial seal)

OPTIONAL:

DESCRIPTION OF ATTACHED DOCUMENT

Grant Deed

March 13, 2002

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

PARCEL ONE:

Beginning at a point where the Easterly line of Livermore Avenue of the Northern Addition to the Town of Livermore intersects the Northerly line of the hundred foot right-of-way of the Central Pacific Railroad, thence along said line of Livermore Avenue North 20 1/2° West 104 feet to Railroad Avenue; thence along Railroad Avenue North 69 1/2° East 302 feet; thence South 20 1/2° East 106 feet to said Railroad right-of-way; thence South 69 1/2° West 302 feet to place of beginning.

PARCEL TWO:

Beginning at a stake set on the Northern line of the Central Pacific Railroad right of way 100 feet wide, distant thereon North 69° 30' East 302.00 feet from the Northeasterly line of North Livermore Avenue, as said right of way line and North Livermore Avenue now exist, being at the Easterly side of Edson's Warehouse as formerly located; thence Northerly at right angles to the Northern line of the Right of Way of the Central Pacific Railroad North 20° 30' West 106.37 feet to a cross cut in concrete on the Southern line of Railroad Avenue as the said Avenue now exists; thence Northeasterly along said line of Railroad Avenue North 69° 30' East 442.24 feet to a stake set an angle in the said Railroad Avenue; thence along the Southwesterly line of Railroad Avenue South 46° 10' East 118.01 feet to a stake set on the Northern line of the right of way of the Central Pacific Railroad; thence along said line South 69° 30' West 493.36 feet to the point of beginning.

Being a portion of Lot 'D' Map of the Estate of A.S. Ladd as recorded in the Office of the Recorder of Alameda County in Book 244 of Deeds, at Page 124, also being a portion of the land shown on the 'Map of the McLeod Tract, Livermore, Subdivided August 1875' filed September 8, 1875, in Book 6 of Maps, Page 2, in the Office of the County Recorder of Alameda County.

Excepting from Parcel 2 that portion thereof conveyed to the City of Livermore by Deed dated July 7, 1980, and recorded January 7, 1981, Instrument No. 81-02546, Alameda County Records.

Further excepting from Parcel 2 all that portion of Parcel One as conveyed to the Livermore Redevelopment Agency by Deed recorded December 20, 1985, Instrument No. 85-270272 and re-recorded March 27, 1986, Instrument No. 86-70668, Alameda County Records.

A.P. No. 098-0287-001-05

*****

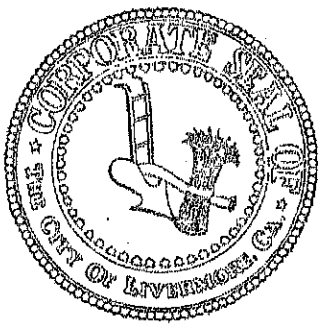
EXHIBIT A

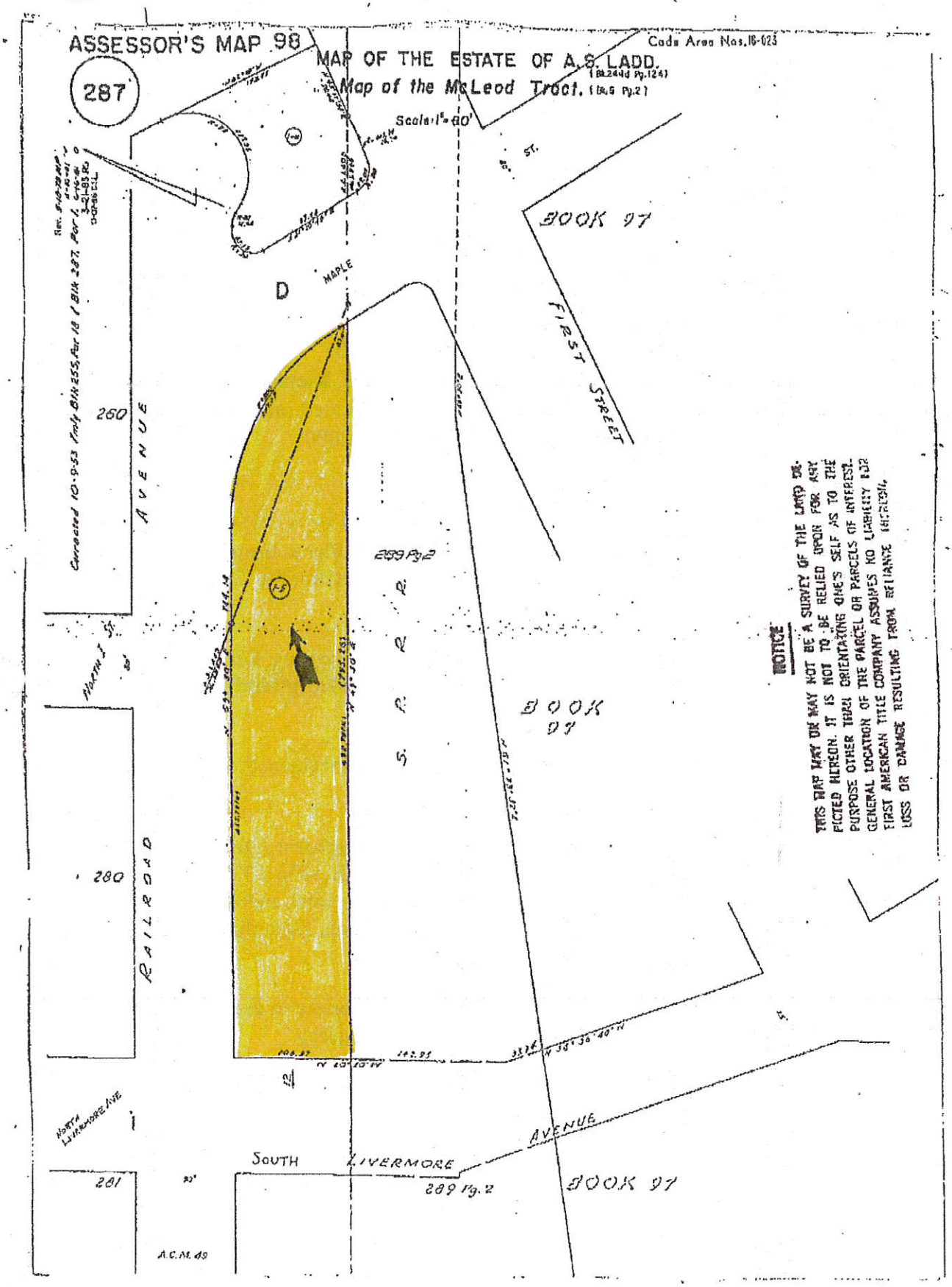
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated March 13, 2002, from H.R. Hansen, Jr., Sarah H. Rierson and Christian E. Ising (APN 98-287-1-5) to the Livermore Redevelopment Agency, is hereby accepted by the undersigned Secretary on behalf of the Livermore Redevelopment Agency pursuant to authority conferred by Resolution No. RA-3-89 of the Redevelopment Agency adopted on January 23, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: March 22, 2002

Julee Mittelstum, Deputy
for Alice Calvert, Secretary
Livermore Redevelopment Agency
1052 South Livermore Avenue
Livermore, CA 94550




ASSESSOR'S MAP 98
287
MAP OF THE ESTATE OF A.S. LADD.
Map of the McLeod Tract.
Code Area Nos. 16-023
Scale: 1" = 60'
BOOK 97
FIRST STREET
MAPLE
D
260
AVENUE
289 Pg 2
S. P. R. R.
BOOK 97
280
RAILROAD
NORTH LIVERMORE AVE
SOUTH LIVERMORE AVENUE
281
289 Pg. 2
BOOK 97
A.C.M. 49
NOTICE
THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. FIRST AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE HEREON.

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF PROPERTY AND APPROPRIATION OF FUNDS

(Livermore Valley Center Project
2205 Railroad Avenue
Assessor's Parcel No 098-0287-001-05
H. R. Hansen, Jr. as to a 33 1/3 % undivided interest, Sarah H. Rierson, as to a 33 1/3 % undivided interest, and Christian E. Ising, as to a 33 1/3 % undivided interest, all as tenants in common, formerly KIDDS-IV, $2,115,000)

On June 19, 2001, the Redevelopment Agency made a written offer to the owner, KIDDS-IV, of the property located at 2205 Railroad Avenue to purchase the property for the Livermore Valley Center Project.

Since the June 19, 2001 written offer, the owner of the subject property, KIDDS-IV, and the Redevelopment Agency have negotiated the terms of a Purchase and Sale Agreement, attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Livermore that:

1. The Purchase and Sale Agreement between the Redevelopment Agency of the City of Livermore, attached as Exhibit "A," and H. R. Hansen, Jr. as to a 33 1/3 % undivided interest, Sarah H. Rierson, as to a 33 1/3 % undivided interest, and Christian E. Ising, as to a 33 1/3 % undivided interest, all as tenants in common, formerly KIDDS-IV, owners of the subject property, is approved.

2. The Redevelopment Agency Executive Director is authorized to execute the Purchase and Sale Agreement on behalf of the Redevelopment Agency.

3. The appropriation of funds in the amount of $2,115,000 from the Redevelopment Agency's 2001 Tax Allocation Bond Fund is approved.

RESOLUTION NO. RA-2002-4

APPROVED AS TO FORM:

DEPUTY GENERAL COUNSEL

On motion of Agency Member Vargas, seconded by Agency Member Reitter, the foregoing Resolution was passed and adopted this 11 day of February, 2002, by the following vote:

AYES: **AGENCYMEMBERS** Beeman, Dietrich, Reitter, Vargas, Chairperson Kamena

NOES: **AGENCYMEMBERS** None

ABSENT: **AGENCYMEMBERS** None

CHAIRPERSON, REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE

ATTEST:

SECRETARY

S:\AGENDA\01-28\Redev- KIDDS-IV.doc

RESOLUTION NO. RA-2002-4

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, dated February 27, 2002, is by and between H. R. Hansen, Jr. as to a 33 1/3 % undivided interest, Sarah H. Rierson, as to a 33 1/3 % undivided interest, and Christian E. Ising, as to a 33 1/3 % undivided interest, all as tenants in common, (collectively "Seller") and REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, a political subdivision of the State of California, ("Buyer").

RECITALS

A. WHEREAS, Seller owns certain land and improvements located at 2205 Railroad Avenue, Livermore, California (Assessor's Parcel Number 098-0287-001-05), commonly known as the Valley Lube Center site ("the Subject Property"), the legal description of which is attached hereto as Exhibit "A"; and

B. WHEREAS, a portion of the Subject Property is improved with a building leased to and occupied by an automobile lubrication and oil changing business known as Valley Lube.

C. WHEREAS, Seller represents that a portion of the subject property is subject to a lease previously entered into by and between Seller and Speedee Oil Change and Tune-up ("Speedee") dated July 10, 1992 and a First Amendment to lease dated December 1, 1998 (collectively referred to herein as the "Valley Lube Lease"). The lease was subsequently assigned by Speedee to Valley Lube. Said lease and Amendment encumber approximately 14, 000 square feet of the subject property. A copy of said Valley Lube Lease is attached hereto as Exhibit "B".

D. WHEREAS, Buyer desires to purchase the Subject Property subject to the aforementioned Valley Lube Lease, including the land and improvements and Seller desires to sell the Subject Property to Buyer; and

E. WHEREAS, Seller and Buyer have agreed to execute this Purchase and Sale Agreement in lieu of condemnation, and this purchase and this purchase and sale is directly and expressly under threat of eminent domain. In the event that Seller and Buyer were not able to reach an agreement for the purchase and sale of the Subject Property, Buyer would have initiated eminent domain proceedings to acquire title to the Subject Property.

TERMS

WHEREFORE, IT IS MUTUALLY AGREED BETWEEN SELLER AND BUYERS AS FOLLOWS:

1. PURCHASE PRICE. The total purchase price shall be the sum of:

$2,115,000

2. CONVEYANCE OF TITLE. Seller agrees to convey by Grant Deed to Buyer marketable fee simple title to the Subject Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

A. Taxes for the fiscal year in which this escrow closes, which shall be handled in accordance with the provisions of Section 4986 of the Revenue and Taxation Code of the State of California.

B. Quasipublic utility, public alley, public street easements, and rights of way of record.

C. Such other liens, encumbrances, reservations and restrictions as may be approved in writing by the General Counsel of the Buyer.

3. SELLER'S DUTY TO REMOVE AUTOMOBILES AND/OR TRUCKS FROM PREMISES

Seller acknowledges that certain automobiles and/or trucks owned by Russ Morgan are currently located on the Subject Property. The license plates, vehicle identification numbers and vehicle descriptions of said automobiles and/or trucks are:

License Number
Vehicle Identification Number

Description of Vehicle
5L36507
1FTH534H6JHA59314
White Ford Econoline 350 Van
N/A
2FDLF47G8LCA92277
White Ford Super Duty Box Truck
1C34901
SGTA RP 44028
Blue Ford Courier Pickup Truck
2X32223

4405287
CCE617V100759

ZCFJK6266J1900134
White Chevy Stake bed truck

White IVECO box truck

Seller warrants that it will, at its own expense and prior to the Close of Escrow,

ensure that said automobiles and/or trucks are removed from the Subject Property.

4. TITLE INSURANCE: First American Title Insurance Company ("Title Company") has provided Buyer with its Preliminary Title Report. Buyer has reviewed that Preliminary Title Report and has no objection to any exception to coverage listed therein ("Permitted Exceptions"). Buyer shall obtain an updated Title Report, and shall have five (5) days after receipt of the updated Title Report to object in writing to any new exceptions shown on the report. If the updated Title Report includes any new exceptions and Buyer fails to timely object, Buyer shall be deemed to have approved the Title Report. If the updated Title Report includes any new exceptions and Buyer objects thereto, Seller shall have five (5) days to attempt to remove the exceptions or resolve issue regarding such exceptions with Buyer. If the parties are unable to resolve such issues, Buyer may terminate this Agreement or waive such new exceptions and proceed with this transaction. At Close, Title Company shall issue its CLTA Owner's Coverage Form Policy of Title Insurance, with liability in the amount of the Purchase Price, showing title to the Property vested in Buyer, subject to all Permitted Exceptions. Seller agrees to convey title to the Property to Buyer at Close of Escrow free and clear of all monetary liens and encumbrances, excluding only current real property taxes and any other Permitted Exceptions. Assessments, if any, shall be assumed by Buyer.

5. ESCROW. An Escrow, Order Number 592880 ("Escrow") has been opened with First American Title Insurance Company, 6665 Owens Drive, Pleasanton, California, 94588 ("Escrow Holder"). This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under the Agreement. The parties hereto agree to do all acts necessary to close this Escrow in the shortest possible time.

Seller shall execute and deliver a Grant Deed ("Deed") and an Assignment of the Valley Lube Lease to Escrow Holder. As soon as possible after opening of Escrow, Buyer will deposit the Certificate of Acceptance, a copy of which is attached hereto, with Escrow Agent. Buyer agrees to deposit the purchase price in cash, by certified check or bank cashier's check or by wire transfer in full upon demand of Escrow Agent. Buyer and Seller agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.

Insurance policies for fire or casualty held by Seller are not to be transferred, and Seller shall cancel such policies effective as of Close of Escrow.

All funds received in this Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any state or national bank doing business in the State of California. All disbursements shall be made by check from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or nondelinquent assessments or bonds against the property;

B In the event this Escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed

to withhold from Seller's proceeds an amount equal to the estimated prorated amount due based upon the previous fiscal year's second half tax bill. If the Title Company determines that more is owed, the Title Company shall bill the Seller directly. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

C. From the date that tax information is available, as per Paragraph "B", up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of Close of Escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At Close of Escrow, check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with the closing statement;

D. Any taxes which have been paid by Seller, prior to opening of this Escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after Close of Escrow, to apply to the County Tax Collector of said county for refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

E. Pay and charge Buyer for any escrow fees, charges, and costs payable under Paragraph 5 of this Agreement;

F. Disburse funds and deliver the Deed and the Assignment of the Valley Lube Lease when conditions of this Escrow have been fulfilled by Buyer and Seller.

The term "Close of Escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this Escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties acknowledge that Buyer's governing board is scheduled to consider the approval of this Agreement on February 11, 2002. Pursuant to Paragraph 1 herein, if the governing board approves the Agreement, the parties desire Escrow to close on or before March 15, 2002. Buyer shall take all necessary steps in advance of February 11, 2002 to ensure that, in the event the governing board approves this Agreement, Escrow shall close on or before March 15, 2002, or as soon as possible thereafter.

6. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all

fees, charges, and costs which arise in connection with this Escrow including any and all escrow fees, title insurance fees, recording fees and any transfer taxes, if any.

7. RENTAL AND OCCUPANCY BY SELLER. Seller agrees to execute a complete, current, and correct statement of rentals on a form furnished to Seller and deliver same to Buyer within fifteen (15) days hereof with a copy of the Valley Lube Lease. All rents will be prorated as of the Close of Escrow on the basis of a 30day month consistent with that Statement, subject to approval of Buyer. Seller hereby agrees not to rent any units on the premises which are now vacant, or which may be vacated by present occupants prior to Close of Escrow. Seller further agrees not to allow or consent to any sublease(s) for the premises prior to Close of Escrow.

Seller warrants that, excluding the Valley Lube Lease, there are no oral or written leases on all or any portion of Property exceeding a period of one month, and Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of Seller for a period exceeding one month, excluding the Valley Lube Lease.

8. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Subject Property upon at least forty-eight hours prior notice to Seller (together with a description of the tests to be conducted) for the purpose of making necessary or appropriate inspections and for the purpose of commencing demolition and/or construction of the project for which the Property is being purchased. In connection with such entry, Buyer and its agents shall comply with all aspects of the Valley Lube Lease, including any applicable notice requirements prior to entry onto the Subject Property. Buyer shall indemnify, defend and hold Seller and its partners, agents, representatives, successors and assigns harmless from any liens, costs, demands for payment, liabilities as well as any physical damage to the Property or injury or death to persons caused by making such tests or exercising Buyer's right of entry. In addition, Buyer shall immediately repair any physical damage to the Property arising out of such tests.

9. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument. This Agreement may also be executed by delivery of fax to the parties as set forth above of an executed counterpart original of this Agreement. The parties shall thereafter exchange the original documents bearing original signatures, but the failure to do so shall not affect the enforceability of this Agreement.

10. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer (c/o Neal Snedecor, Economic Development Department, City of Livermore, 1052 South Livermore Avenue, Livermore, California 94550-4899), the purpose being to ascertain if any reimbursements are due Seller.

11. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the Subject Property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Deed shall be at the risk of Seller. In the event that loss or damage to the Subject Property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Deed, Buyer may elect to

require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said Property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

12. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation. Subject to Closing of this transaction in accordance with the terms and conditions of this Agreement, Seller hereby waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses arising out of any potential known or unknown issues relating to condemnation or inverse condemnation.

13. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.

C. Until the closing, Seller shall maintain the property in its current condition and state of repair and maintenance, reasonable wear and tear and events of casualty excepted, and shall perform all of its obligations under any service contracts or other contracts affecting the Property.

D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the Property.

E. To the best of Seller's knowledge, all utilities including gas, electricity, water, sewage, and telephone are available to the Property, and all such items are in good working order.

F. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's Property may be bound.

G. Until the Closing, Seller shall, upon learning of any fact or condition which would cause any of Seller's warranties and representations contained in this Section not to be true as of Closing, immediately give written notice of such fact or condition to Buyer.

14. "AS-IS" PURCHASE. Buyer has conducted a Phase I Environmental Assessment dated July 14, 1998 ("Phase I"). The Phase I Environmental Assessment identified the presence of asbestos materials in the Subject Property.

The report also identified the need for Phase II testing to determine the presence of petroleum hydrocarbons in the soil near the former underground storage tank and existing hydraulic lift. The soil testing was undertaken on October 6, 1999, and December 10, 1999. The results dated January 26, 2000 indicate levels appear to be limited to the shallow soil near the former underground storage tank.

With the exception of Seller's warranties set forth above in Section 13, Seller is not making and hereby specifically disclaims and Buyer hereby waives any warranty, guaranty or representation, oral or written, as to or concerning the condition of the Property. Buyer acknowledges, represents and warrants that Buyer has conducted whatever investigation Buyer deems to be prudent to determine the condition of the Property, including but not limited to its environmental condition. THE SALE OF THE PROPERTY (INCLUDING ITS ENVIRONMENTAL CONDITION) UNDER THIS AGREEMENT IS MADE ON AN "AS IS", "WHERE IS," "WITH ALL FAULTS" BASIS. Buyer's agreement to purchase the Property without representations and warranties except those in Section 13 was a material factor in determining the Purchase Price of the Property.

15. INDEMNITY AND HOLD-HARMLESS CLAUSE RELATING TO CLAIMS BY TENANTS: Seller agrees to indemnify and hold Buyer harmless against any and all claims arising out of the Valley Lube Lease which accrue, prior to the Close of Escrow. Seller is expressly responsible for the defense of any such claims. Seller is not responsible for any claims in connection with the Valley Lube Lease which accrue after the Close of Escrow.

16. PARTIES OF INTEREST. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

17. ENTIRE AGREEMENT. This Agreement constitutes and contains the entire agreement of the parties with respect to the subject matter hereof and thereof, and supersedes any and all other prior negotiations, correspondence, understandings and agreements respecting the subject matter hereof and thereof. There are no representations, promises, agreements or other understandings between the parties relating to the subject matter of this Agreement that are not expressed herein. This Agreement may not be changed orally, but only by an Agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

18. NOTICES. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communication required or permitted by the terms hereof to be given to any person or entity shall be in writing, and any such notice shall become effective two (2) business days after being deposited in the mails, certified or registered, with appropriate postage prepaid for first-class mail or, if delivered by hand or in the form of a facsimile transmission, when received, and shall be directed to the address of such person or entity set forth below, or at such other address as either party shall hereafter designate in writing and deliver to the other in accordance with the provision of this paragraph.

If to SELLER	SELLER
	H. R. Hansen, Jr. Sarah H. Rierson Christian E. Ising P.O. Box 2267 Livermore, CA 94551-2267 Fax: (925) 383-1683
With a copy to:	Andrew R. Cohen, Esq. Janin, Morgan & Brenner 220 Bush Street, 17th Floor San Francisco, California 94104 (415) 981-1264
If to BUYER	BUYER
	Neal Snedecor Economic Development Department City of Livermore 1052 South Livermore Avenue Livermore, CA 94550-4899 Fax: (925) 454-2379

19. SURVIVAL; TERMINATION. The representations, warranties and agreements of the parties contained or provided for in this Agreement shall survive the Closing and the recordation and delivery of the Grant Deed conveying the Property to Buyer and shall be and continue in effect notwithstanding the fact that any party may waive compliance with any other term, provision or condition of this Agreement.

20. AUTHORITY AND EXECUTION. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so, has full right and authority to enter into this Agreement and all of its obligations hereunder.

21. SEVERABILITY. The invalidity or unenforceability of any term or provision of this Agreement or the nonapplication of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect and shall be construed as if such invalid, unenforceable, or nonapplicable provision were omitted.

22. WAIVER OR MODIFICATION. No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence or any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. The provisions of this section may not be waived except as herein set forth.

23. HEADINGS. The headings of the various Paragraphs of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof or thereof.

24. GOVERNING LAW. This Agreement has been delivered in, and shall in all respects be governed by and construed in accordance with the laws of the State of California, including all matters of construction, validity and performance and enforcement.

25. TIME. Time is of the essence in this Agreement as to each provision in which time is an element of performance.

26. ATTORNEYS' FEES. In the event of any action or proceeding brought by either party to enforce the terms of or arising out of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonable attorneys' fees.

27. COOPERATION. Each party hereto will, upon reasonable request of the other party, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents as may be reasonably necessary in order to fulfill the intents and purposes of this Agreement.

28. BROKERAGE COMMISSIONS. The parties hereto represent and warrant to each other that there are no brokers, agents or finders that are entitled to any claim for any commission, finders' fee, or other compensation in connection with the sale of the Property pursuant to this Agreement, and each party shall indemnify, defend and hold the other party hereto harmless from and against any claim, liability or expense for any brokerage commissions, finders' fees or other compensation claimed to be due and owning by reason of its activities in entering into or consummating the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year set forth hereinabove.

"BUYER"

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE

By: Linda M. Barton

ATTEST:

By: _____

RECOMMENDED FOR APPROVAL:

BY: _____

APPROVED AS TO FORM:

By: _____
Deputy General Counsel
(SEAL)

"SELLER"

H. R. Hansen, Jr.

_____
Sarah H. Rierson

Christian E. Ising

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year set forth hereinabove.

"BUYER"

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE

By: Linda M. Barton

ATTEST:

By: _____

RECOMMENDED FOR APPROVAL:

BY: _____

APPROVED AS TO FORM:

By: _____
General Counsel
(SEAL)

"SELLER"

_____
H. R. Hansen, Jr.

_____
Sarah H. Rierson

_____
Christian E. Ising

RECORDING REQUESTED BY:

REDEVELOPMENT AGENCY OF
THE CITY OF LIVERMORE

WHEN RECORDED MAIL TO:

David W. Skinner, Esq.
Meyers, Nave, Riback, Silver & Wilson
555 12th Street, Suite 1500
Oakland, California 94607
(510) 808-2000

No fee required Govt. Code § 27383

APN: 098-0289-013-12

COPY of Document Recorded
on JAN - 8 2003 as No. 2003013526
Has not been compared with Original.
ALAMEDA COUNTY RECORDER

This Space for Recorder's Use Only

EXEMPT FROM RECORDING FEES pursuant to Government Code §27383, which reads: "No fee shall be charged by the recorder for services rendered to the State, to any municipality, county in the State or other political subdivision thereof, except for making a copy of a paper or record."

Redevelopment Agency of the City of Livermore v. Union Pacific, et al.

Alameda County Superior Court Case No. 2002 045244

TITLE OF DOCUMENT

FINAL ORDER OF CONDEMNATION

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code § 27361.6)
(Additional recording fee applies)

DAVID W. SKINNER, SBN: 146285
JAMES H. DUNCAN, JR., SBN: 142039
KEVIN K. FRANK, SBN: 191564
MEYERS, NAVE, RIBACK, SILVER & WILSON
A Professional Law Corporation
777 Davis Street, Suite 300
San Leandro, CA 94577
Telephone: (510) 351-4300
Facsimile: (510) 351-4481

Attorneys for Plaintiff
REDEVELOPMENT AGENCY
OF THE CITY OF LIVERMORE,
a public body corporate and politic,

FILED
ALAMEDA COUNTY

JUL 2 2 2002

CLERK OF THE SUPERIOR COURT
By Donna Cano
Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, a public body corporate and politic, Plaintiff, v. UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, formerly known as SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, and DOES I through XXV, inclusive, Defendants.	**CASE NO: 2002 045244** **FINAL ORDER OF CONDEMNATION** **APN: 098-0289-013-12** **Unlimited Civil Action** **Complaint Filed: March 25, 2002** **Trial Date: Not Assigned**

IT APPEARING, and the Court finds, that the award set forth in the Judgment of Condemnation for the taking of the real property described in Exhibit A, attached hereto, to wit: EIGHT HUNDRED NINETY THOUSAND and NO/100 DOLLARS ($890,000.00) inclusive of statutory interest and costs, is full and just compensation for the taking of said property, and the Court being fully informed and good cause appearing therefor,

/ / / / /

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that upon recordation of this Final Order of Condemnation, the fee simple title to the subject property will vest in Plaintiff THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE free and clear, and discharged of all liens and claims of every kind whatsoever.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the public interest and necessity require the acquisition of the fee simple title and easement in said real property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the subject property is situated in the County of Alameda, State of California, and more particularly described in Exhibit A, attached hereto and incorporated herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment be entered in favor of Plaintiff THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, and against Defendant UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, formerly known as SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, herein on the Complaint.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the State Treasury Condemnation Fund draw a warrant in the amount of EIGHT HUNDRED NINETY THOUSAND AND NO/100 DOLLARS ($890,000), exclusive of interest accrued thereon, payable to UNION PACIFIC RAILROAD, and mailed to Defendant in care of its attorneys, ROBERT BYLSMA, Union Pacific Legal Department, 10031 Foothills Boulevard, Suite 200, Roseville, California 95747, (916) 789-6400.

/////

/////

/////

/////

/////

/////

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all ad valorem real property taxes and any penalties and costs thereon pertaining to the property described in Exhibit A of the Stipulation and Order for Judgment in Condemnation and Final Order of Condemnation shall be canceled as of April 6, 2002, pursuant to Sections 4986, 5082, 5085 and 5086 of the Revenue and Taxation Code.

Dated: JUL 22 2002

JUDGE OF THE SUPERIOR COURT

Redevelopment Agency of the City of Livermore v. Union Pacific
Alameda County Superior Court No. 2002 045244

539-004/final order/95607

EXHIBIT A

SUBSTITUTION OF LEGIBLE ORIGINAL DOCUMENT

(GOVERNMENT CODE 27361.7)

I DECLARE UNDER PENALTY OF PERJURY THAT THIS HANDWRITTEN / TYPEWRITTEN LEGIBLE COPY IS A TRUE COPY OF THE ORIGINAL PAGE(S)

DATE: 10/30/02 **SIGNATURE:** Patricia McBride

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

Beginning at the intersection of the Southerly boundary line of that 100-foot wife strip of land commonly known as the Southern Pacific Transportation Company right-of-way with the Northwesterly boundary line of that strip of land being 105.67 feet wide and known as East First Street; thence South 69° 30' 00" West, 63.98 Feet along said Southerly boundary line; thence south 61° 33' 52" West, 636.13 feet to the Northeasterly line of Rancho El Valle De San Jose; thence Northwesterly 211.44 feet along said Northeasterly line, to the Northerly boundary of said right-of-way; thence North 69° 30' 00" East, 814.87 feet along said Northerly boundary line of the Southern Pacific Transportation Company right-of-way to the Westerly boundary line of Maple Street; thence South 51° 10' 40" East, along the Westerly boundary line of Maple Street, 56.86 feet to the point of tangency of a 20.00 foot radius curve to the right; thence Southerly along said curve through a central angle of 93° 20' 00" and an arc length of 32.58 feet to a point of tangency with the Northwesterly boundary line of East First Street extended; thence along said extended East First Street boundary line South 42° 09' 20" West, 50.35 feet to the point of beginning.

AP No. 098-0289-013-12

Excepting therefrom all that certain parcel land known as South Livermore Avenue lying within the above described parcel and more particularly described as follows:

Commencing at the intersection of the Southerly boundary line of that 100-foot wide strip of land commonly known as the Southern Pacific Transportation Company right-of-way with the Northwesterly boundary line of that strip of land being 105.67 feet wide and known as East First Street; thence South 69° 30' 00" West, 63.98 feet along said Southerly boundary line; thence South 61° 33' 52" West, 539.48 feet to the Eastern line of said South Livermore Avenue and the point of beginning; thence continuing along last said line South 61° 33' 52" West, 78.37 feet to the Western line of said South Livermore Avenue; thence Northwesterly along said Western Line North 39° 10' 40" West, 90.15 feet to the aforesaid Southern boundary line of the Southern Pacific Transportation Company right-of-way; thence along said Southern boundary line South 69° 30' 00" West, 4.06 feet to the aforesaid Western line; thence Northerly along said Western line North 20° 30' 00" West, 100.00 feet to the Northern boundary line of the aforesaid Southern Pacific Transportation Company right-of-way; thence Northeasterly along said Northern boundary line North 69° 30' 00" East, 100.00 feet to the aforesaid Eastern Line of South Livermore Avenue; thence Southerly along said Eastern line South 20° 30' 00" East, 142.95 feet to an angle point in the said Eastern line; thence continuing along said Eastern line South 38° 56' 40" East, 33.34 feet to the point of beginning.

Also excepting that portion conveyed to the City of Livermore by Deed recorded December 28, 1983, Series No. 83-242907, Official Records.

Also excepting that portion conveyed to Aquatic Park Inc., a California corporation by Deed recorded December 30, 1983, series No. 83-247009, Official Records.

Reservation in favor of the United States of all oil, gas, and other minerals in the land so transferred and conveyed, with the right to prospect for, mine, and remove same, set forth in USG 43 SS912.

ASSESSOR'S MAP 98

Code Area 23

289

PAGE 2

Map of Subdivision of
Rancho el Valle de San Jose

Portion A - Per. Plat (Bk. 98 Pg. 28)

Scale 1in = 100ft

N

Avenue

Railroad

Street

Street

Street

Street

Street

Street

Railroad St.

North I St.

North Livermore Ave.

North K St.

West 1st

S.J.

Central Avenue

South Livermore Ave.

Avenue 97

Block 97

Block 97

Block 97

Block 97

Block 97

Block 97

287

288

289

290

291

Page 3

Order 592879 TOF PW AI Bk.Pg 98 - 289 Sht 2 of 3

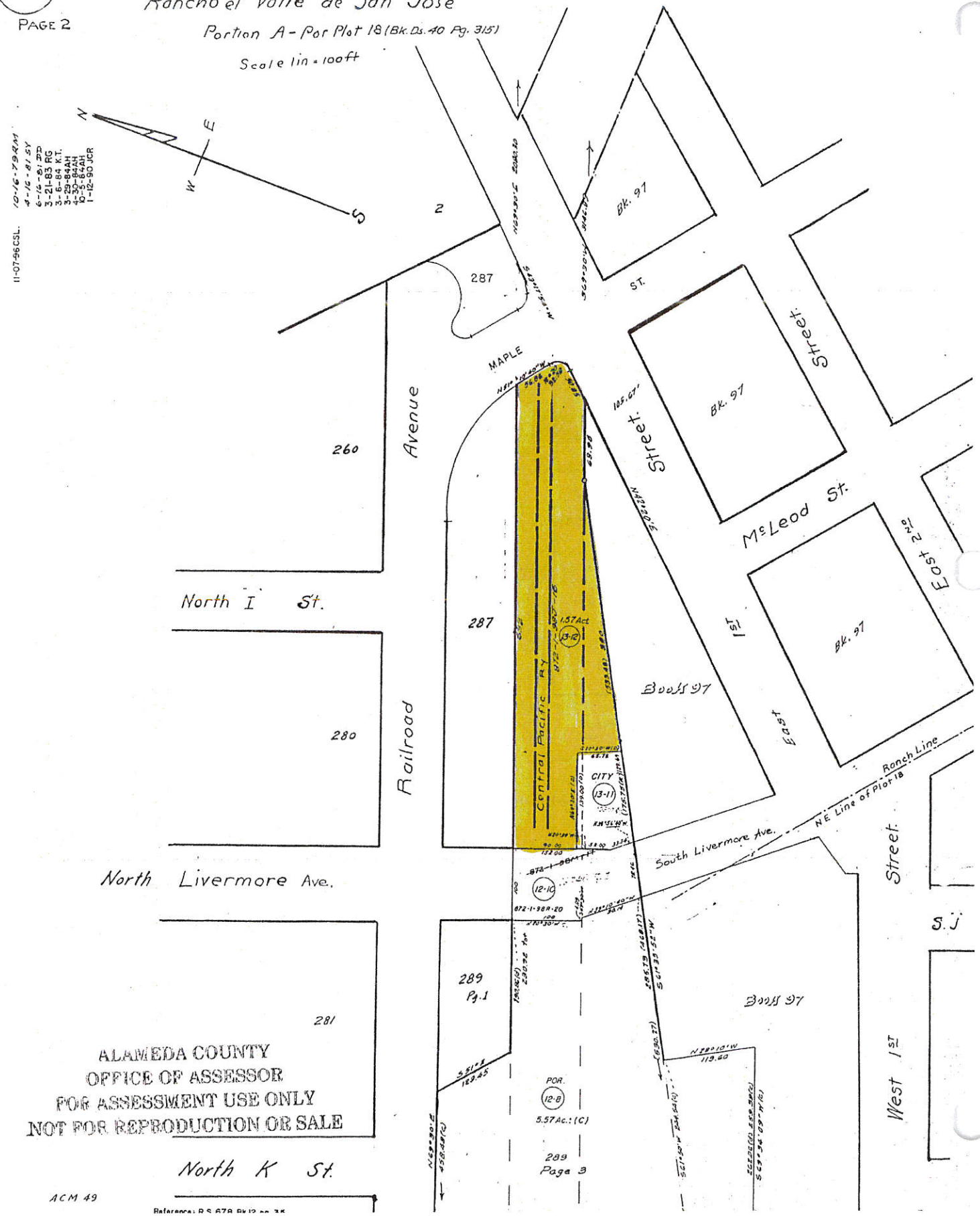
ASSESSOR'S MAP 98

Code Area No. 16-023

289

PAGE 2

Map of Subdivision of
Rancho el Valle de San José
Portion A - Por Plat 18 (Bk. Ds. 40 Pg. 315)
Scale 1in = 100ft



ALAMEDA COUNTY
OFFICE OF ASSESSOR
FOR ASSESSMENT USE ONLY
NOT FOR REPRODUCTION OR SALE

ACM 49

Reference: R.S. 678 Bk 12 pg. 35

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN LAND AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

LIVERMORE VALLEY CENTER PROJECT

Assessor's Parcel No. 098-0289-013-12

Union Pacific Transportation Company
Between First Street, Railroad &
South Livermore Avenues
Livermore, California
APN: 098-0289-013-12

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Livermore, Livermore, California, as follows:

WHEREAS, it is desirable and necessary for the Redevelopment Agency of the City of Livermore to acquire the fee simple title in and to real property more particularly described in Exhibit "A," attached hereto and made a part hereof by reference, for redevelopment purposes in connection with the above-captioned Project. The names and addresses of the owners who have interests to be acquired are as follows:

Union Pacific Railroad Company
C/O Linda Burnside
Real Estate Manager
Union Pacific
1800 Farnam
Omaha, Nebraska 68102

RESOLUTION NO. RA-2002-1

WHEREAS, the Redevelopment Agency of the City of Livermore is vested with the power of eminent domain to acquire said leasehold interests by virtue of Article 1, Section 19, of the Constitution of the State of California, Section 33391 of the Health and Safety Code of the State of California and Sections 1240.050, 1240.010, 1240.110, 1240.120 and 1240.610 of the Code of Civil Procedure of the State of California; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California, notice has been duly given to the owners of the subject property and whose names and addresses appear on the last Alameda County equalized assessment roll, all of whom have been given a reasonable opportunity to appear and be heard before the Redevelopment Agency of the City of Livermore on the following matters:

(a) Whether the public interest and necessity require the Project;

(b) Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c) Whether the interests sought to be acquired are necessary for the Project; and

(d) Whether the offer to purchase required by Government Code section 7267.2 has been submitted to the owners of the leasehold interests.

WHEREAS, pursuant to the provisions of Section 7267.2 of the Government Code of the State of California, the Redevelopment Agency of the City of Livermore

has made an offer to the owners of the leasehold interests to acquire the subject interests for just compensation;

NOW, THEREFORE, IT IS FOUND, DETERMINED, AND ORDERED as follows:

1. The public interest and necessity require the Project;

2. The Project is planned and located in the manner which will be most compatible with the greatest public good and the least private injury;

3. The property interests sought to be acquired are necessary for the project;

4. The offer required by section 7267.2 of the Government Code of the State of California has been made to the owners of the leasehold interests;

5. The Project herein is consistent with the land uses analyzed in the Final Environmental Impact Report on the Livermore Redevelopment Plan and the Urban Design Plan (certified by the City Council in August 1992), and the Addendum to the Final Environmental Impact Report on the Livermore Redevelopment Strategy and Urban Design Plan (certified by the City Council in September 1998).

6. The City Attorney of the City of Livermore or his duly authorized designee be, and he is hereby, authorized and directed to institute and conduct to conclusion an action in eminent domain for the acquisition of the estates and interests aforesaid and to take such action as he may deem advisable or necessary in connection therewith;

7. An order for prejudgment possession may be obtained in said action and a warrant issued to the State Treasury Condemnation Fund, in the amount

determined by the Court to be do deposited, as a condition to the right of immediate possession.

The foregoing Resolution was adopted at a regular meeting of the Redevelopment Agency of the City of Livermore held on the 14 th day of January, 2002 by the following vote:

APPROVED AS TO FORM

GENERAL COUNSEL

On motion of Agency Member Kamena, seconded by Agency Member Vargas, the foregoing action was taken on this 14 day of January, 2002, by the following vote:

AYES: AGENCYMEMBERS Beeman, Dietrich, Reitter, Vargas, Chairperson Kamena

NOES: AGENCYMEMBERS None

ABSENT: AGENCYMEMBERS None

CHAIRPERSON, REDEVELOPMENT AGENCY
OF THE CITY OF LIVERMORE, CALIFORNIA

ATTEST:

SECRETARY

S:\AGENDA\01-14\Redev-Ag-eminent domain.doc NS

RESOLUTION NO. RA-2002-1

27.

RECORDING REQUESTED BY
First American Title Guaranty Company
Order No.
Escrow No 592872
Loan No
WHEN RECORDED MAIL TO

City of Livermore
1052 S Livermore Ave
Livermore, CA 94550

DH
4
60

2000113347 04/14/2000 08:30 AM
OFFICIAL RECORDS OF RECORDING FEE 0 00
ALAMEDA COUNTY:
PATRICK O'CONNELL

4 PGS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

SAME AS ABOVE

The undersigned grantor(s) declare(s).
CITY TRANSFER TAX $ 0.00
DOCUMENTARY TRANSFER TAX $0 00 Grantee a municipal corporation
SURVEY MONUMENT FEE $0 00
Computed on the consideration or value of property conveyed, OR
Computed on the consideration or value less liens or encumbrances remaining at time of sale.

APN 97-111-4-3

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Nolan M. "Ozzie Davis, Trustee and Velia E. Davis, Trustee, Ozzie Davis Family Revocable Trust Dated October 1, 1990
hereby GRANT(S) to
RE DEVELOPMENT AGENCY OF
City of Livermore, a municipal corporation

the real property in the City of **Livermore**
County of **Alameda**, State of California, described as

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated April 3, 2000

STATE OF CALIFORNIA)
COUNTY OF Alameda) ss

On 4-12 2000
before me, S Roark, personally appeared Nolan M "Ozzie" Davis, and Velia E. Davis, 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 S Roark

Nolan M "Ozzie" Davis, Trustee

Velia E. Davis, Trustee

S. ROARK
Commission #1251242
Notary Public - California
Alameda County
My Comm. Expires Jan 23, 2004

S. ROARK
Commission #1251242
Notary Public - California
Alameda County
My Comm. Expires Jan 23, 2004

(This area for official notarial seal)

GD COC (Rev 6/94)

ILLEGIBLE NOTARY SEAL DECLARATION (GOVERNMENT CODE 27361.7)

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: S Roark

DATE COMMISSION EXPIRES: 1-23-2004

STATE: CALIFORNIA COUNTY: ALAMEDA

PLACE OF EXECUTION OF THIS DECLARATION: ALAMEDA COUNTY, CALIFORNIA

DATE: 4-12-2000

SIGNATURE S Roark
AGENT FOR FIRST AMERICAN TITLE GUARANTY COMPANY

Escrow No. 592872

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated April 3, 2000, from Nolan M. "Ozzie" Davis, Trustee and Velia E. Davis, Trustee, to the Livermore Redevelopment Agency, is hereby accepted by the undersigned Secretary on behalf of the Livermore Redevelopment Agency pursuant to authority conferred by Resolution No RA-3-89 of the Redevelopment Agency adopted on January 23, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED April 13, 2000

Alice Calvert

Alice Calvert, Secretary
Livermore Redevelopment Agency
1052 South Livermore Avenue
Livermore, CA 94550

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows

PARCEL ONE

Commencing at a point on the Northerly line of First Street distant 291 feet Easterly from the intersection of said Northerly line of First Street with the Easterly line of the County Road (sometimes called Lizzie Street) as said First Street and Road are shown on a certain Map known as "Map of the Mc Leod Tract, Livermore, Subdivided Aug 1875, by W F Boardman, Surveyor", running thence Easterly along the said Northerly line of First Street 50 feet, thence at right angles Northerly 110 17 feet, thence Westerly and parallel with the switch tract of the Central Pacific Railroad 53 feet, thence Southerly to the point of commencement

PARCEL TWO.

Beginning at the point of intersection of the Northwestern line of First Street, as said Street is shown on the Map hereinafter referred to, with the Northeastern boundary line of that certain tract of land described in that certain Deed from Andrew J Mc Leod to Simon Wetterau dated March 11, 1882, recorded in Book 232 of Deeds, at Page 431, in the Office of the County Recorder of Alameda County, running thence Northeasterly along said line of First Street 50 feet to the intersection thereof with the Southwestern boundary line of that certain tract of land described in that certain Deed from A. J McLeod and wife, to W. E. Laumeister, dated May 17, 1832, recorded in Book 239 of Deeds, at Page 230, said Alameda County Records, thence Northwesterly along said Southwestern boundary line of land deeded to Laumeister, 92 5 feet more or less to the Southern line of the right of way of the Central Pacific Railroad, as said right of way is shown on said Map, thence Westerly along said right of way 53 feet, more or less, to the aforesaid Northeastern boundary line of land deeded to Wetterau; thence Southeasterly along said last named line 110 17 feet, more or less, to the point of beginning.

Being a portion of Block Numbered 1, as said block is shown on that certain Map entitled, "Map of the McLeod Tract, Livermore" etc., filed September 8, 1875, in Book 6 of Maps, at Page 7, in the Office of the County Records of Alameda County.

A.P No · 097-0111-004-03

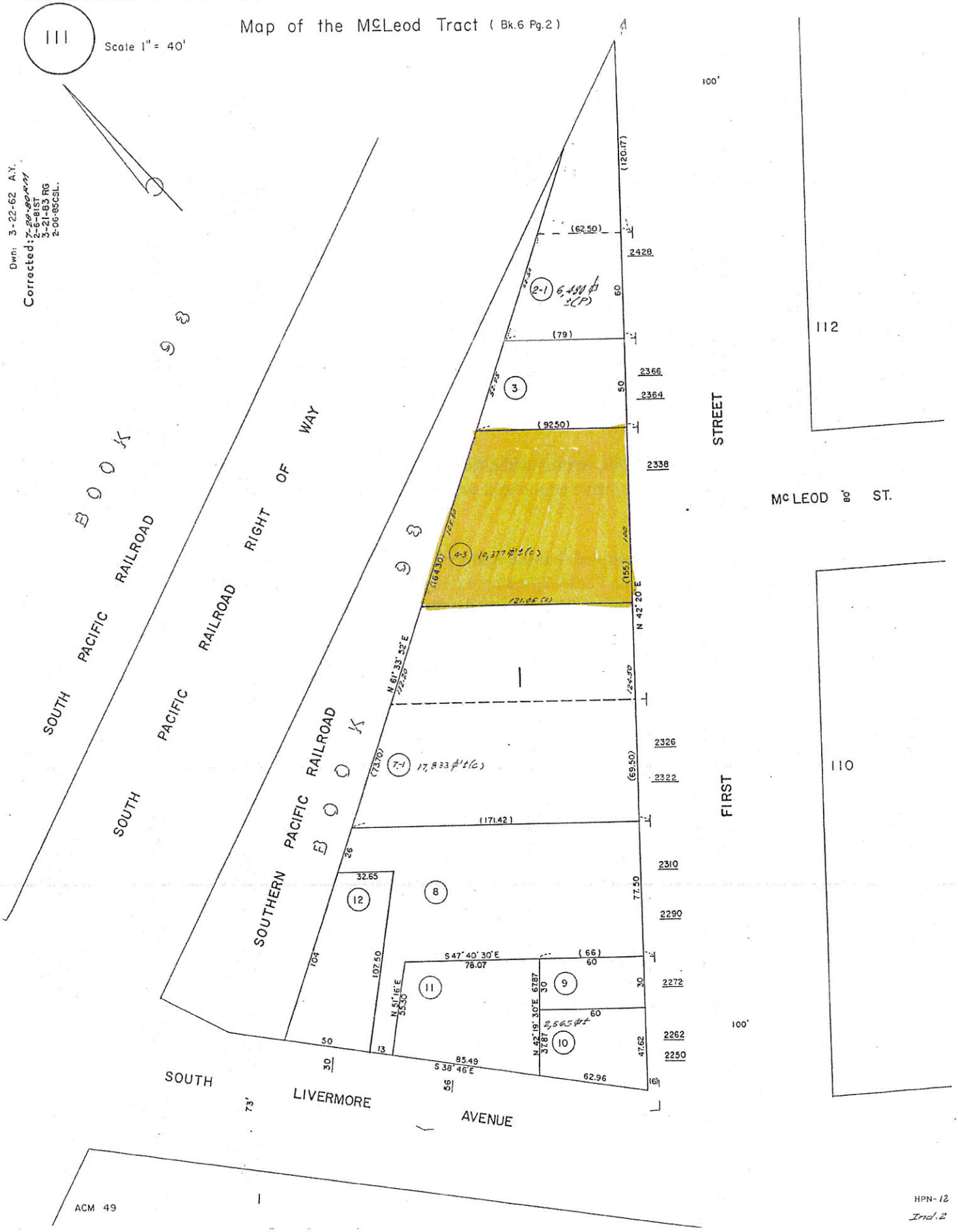
*****

EXHIBIT A

ASSESSOR'S MAP 97

Code Area Nos. 16-023

Map of the McLeod Tract (Bk.6 Pg.2)



HPN-12

Ind. 2

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE

STATE OF CALIFORNIA

A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF PROPERTY LOCATED AT 2340-2350 FIRST STREET AND AUTHORIZING REDEVELOPMENT AGENCY EXECUTIVE DIRECTOR TO SIGN SAME
(Livermore Valley Center Project, Assessor's Parcel No. 097-0111-004-03)

Be it resolved by the Redevelopment Agency of the City of Livermore, Livermore, California, as follows:

On October 5, 1999, the Redevelopment Agency made a written offer to the owner of the property located at 2340-2350 First Street. This was an offer to purchase the property for the Livermore Valley Center Project.

Since the October 5, 1999, written offer, the owners of the subject property (seller) and Redevelopment Agency (buyer) have negotiated the terms of the Purchase and Sale Agreement, attached hereto as Exhibit "A".

Now, therefore, be it resolved that the Redevelopment Agency of the City of Livermore hereby approves the Purchase and Sale Agreement ("Agreement") between the Redevelopment Agency of the City of Livermore (as"Buyer" and the owners of the subject property (as"Seller"), attached hereto as Exhibit "A".

Be it further resolved that the Redevelopment Agency Executive Director is authorized to sign the Purchase and Sale Agreement on behalf of the Redevelopment Agency.

APPROVED AS TO FORM

GENERAL COUNSEL

On motion of Agency Member Reitter, seconded by

Agency Member Dietrich foregoing action was taken on this

27 day of March, 2000, by the following vote:

RESOLUTION NO. RA-2000-2

AYES: Agency Members Dietrich, Reitter, Stein, Vargas, Chairperson Brown

NOES: **Agency Members** None

ABSENT: **Agency Members** None

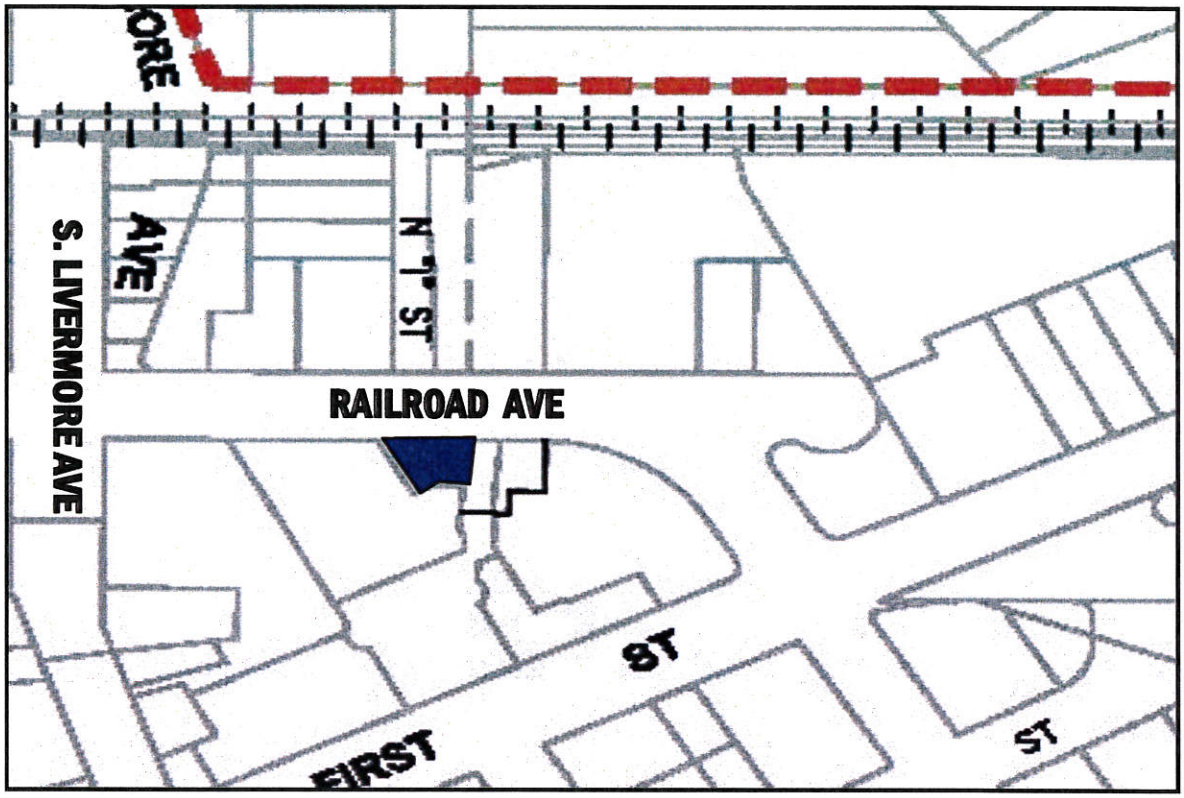
CHAIRPERSON, REDEVELOPMENT AGENCY
OF THE CITY OF LIVERMORE, CALIFORNIA

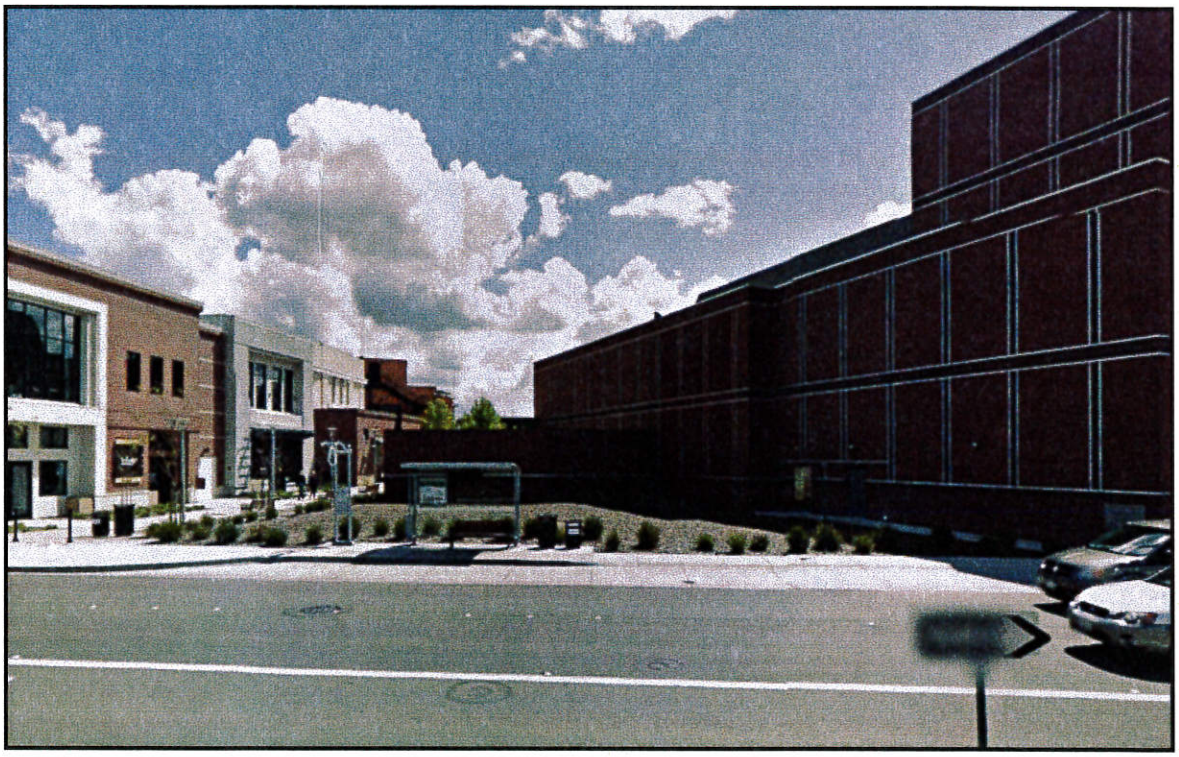
ATTEST:

SECRETARY 3/27/00

RESOLUTION NO. RA-2000-2

EXHIBIT B.5

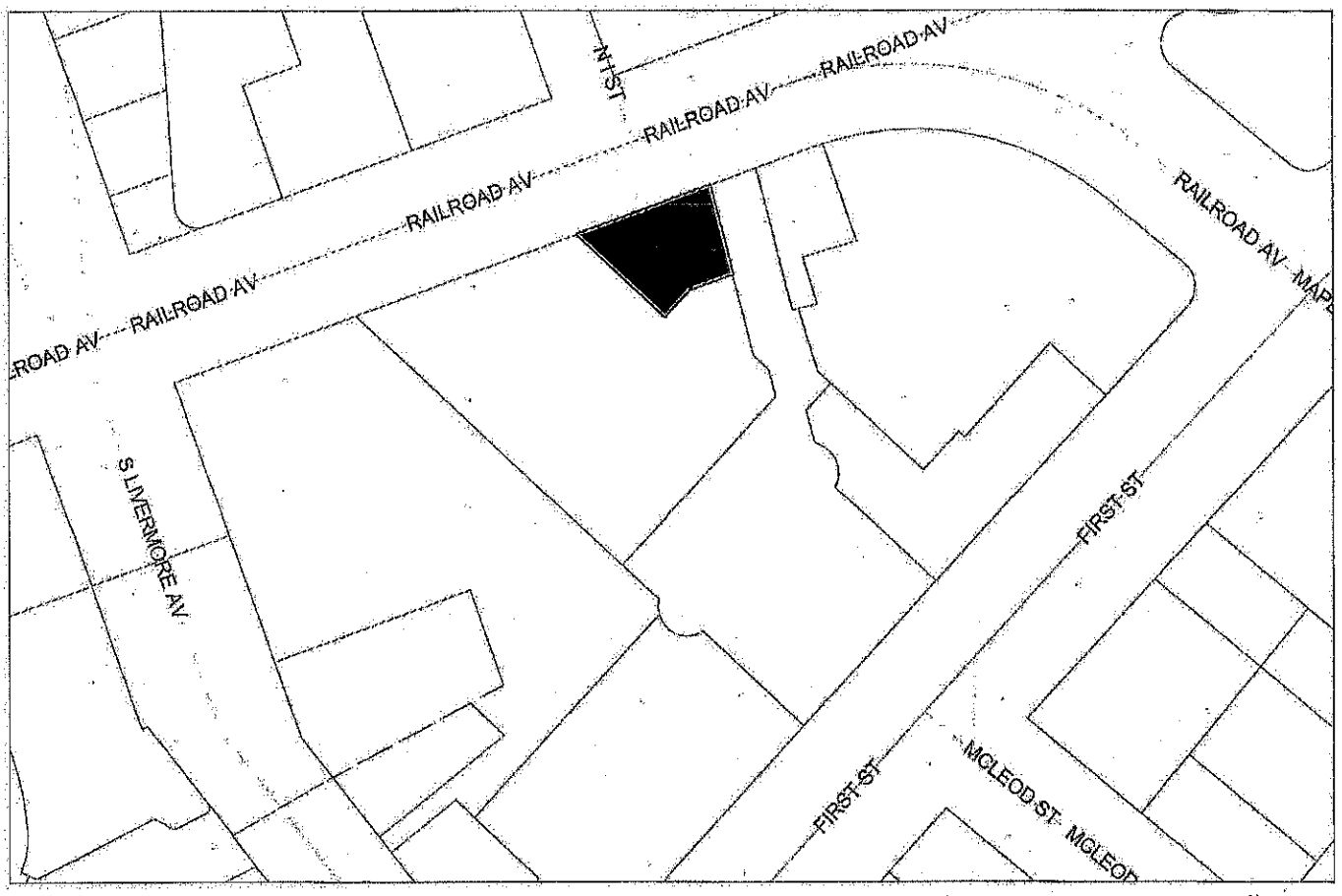




Railroad Avenue
(Behind Bankhead adjacent to Plaza Walkway)
APN: 098-0407-030-02

City of Livermore, CA APN: 098-0407-030-02 ADDRESS: Railroad Ave

(Property was APN: 098-0287-001-05 when originally acquired)



SCALE 1 : 1,300

100 0 100 200 300

FEET

N

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089520 03/23/2011 04:14 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

6 PGS

cc:HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 098-0407-030-02

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a public body corporate and politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of **Alameda**, State of California:

Lot 4 of Parcel Map 8548 recorded June 6, 2005, Map Book 282, Page 25, Alameda County Records,

subject to the covenants and restrictions in Exhibit "A" attached hereto.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared
_____

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

_____

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

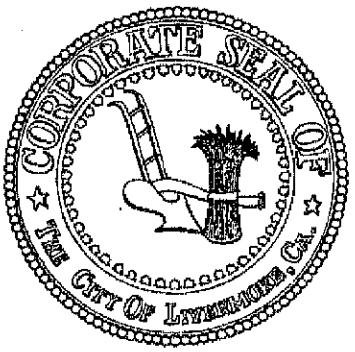
STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

EXHIBIT "A"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3.. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 098-0407-030-02) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

PARCEL MAP 8548

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA
MAY 2005

ALEXANDER & ASSOCIATES INC.
SURVEYORS – PLANNERS – ENGINEERS
PLEASANTON, CALIFORNIA

LINE TABLE		
LINE	BEARING	LENGTH
L1	N38°17'28"W	13.000'
L2	N47°11'28"W	31.119'
L3	N62°13'04"E	25.434'
L4	N14°34'26"W	18.402'
L5	N47°11'28"W	13.801'
L6	N75°25'34"E	16.878'
L7	N18°59'23"W	31.954'
L8	N75°25'34"E	4.116'
L9	N75°25'34"E	12.760'
L10	N42°48'32"E	24.068'
L11	N14°34'15"W	22.367'
L12	N47°11'28"W	12.084'
L13	N47°11'28"W	5.469'
L14 (R)	N12°10'20"E	20.000'
L15 (R)	N61°40'07"W	20.000'
L16 (R)	N27°11'28"W	20.000'
L17 (R)	N32°42'49"W	20.000'
L18 (R)	N72°54'40"E	20.000'

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

BASIS OF BEARINGS

THE MONUMENT LINE OF FIRST STREET TAKEN AS N 42°48'32" E, BASED ON CALIFORNIA COORDINATE SYSTEM, ZONE 3. NOTE: ALL DISTANCES SHOWN ARE GROUND DISTANCES.

REFERENCE

1. RECORD OF SURVEY NO. 678 (12 RS 35)
2. PARCEL MAP 8370 (274 PM 93)
3. NON-FILED CITY OF LIVERMORE MONUMENTATION MAP PER THE 1939/1940 WORK PROGRAMS ADMINISTRATION (W.P.A.) CITY OF LIVERMORE MONUMENTATION MAP

LEGEND

- EXTERIOR BOUNDARY LINE
- INTERIOR PARCEL LINE
- ADJOINING PROPERTY LINE
- EASEMENT LINE
- MONUMENT LINE
- ◉ STANDARD CITY MONUMENT
- (R) RADIAL BEARING
- S.N.F. SEARCHED, NOT FOUND
- (.000) RECORD INFORMATION
- (MEA) MEASURED
- d DEED

SHEET 2 OF 2 SHEETS

Parcel Map 8548 Map BK 282 Pg. 25

130706 130707 130708 130709

33

15 APR '02 AM 8:23 CLER

cc: Econ. Dev. Engr (2)

RECORDING REQUESTED BY
First American Title Guaranty Company
Order No.
Escrow No. 592880
Loan No.
WHEN RECORDED MAIL TO:
Redevelopment Agency of the City of Livermore
City Clerk
City Hall
1052 S. Livermore Ave.
Livermore, CA 94550

DH
4
6

2002134743 03/26/2002 08:30 AM
OFFICIAL RECORDS OF RECORDING FEE: 0.00
ALAMEDA COUNTY
PATRICK O'CONNELL

4 PGS

SPACE ABOVE THIS LINE FOR RECORDER'S USE 02-322?

MAIL TAX STATEMENTS TO:

The undersigned grantor(s) declare(s):
CITY TRANSFER TAX $
DOCUMENTARY TRANSFER TAX $DH
SURVEY MONUMENT FEE $
____Computed on the consideration or value of property conveyed; OR
____Computed on the consideration or value less liens or encumbrances remaining at time of sale.

APN 98-287-1-5

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

H.R. Hansen, Jr., Sarah H. Rierson and Christian E. Ising

hereby GRANT(S) to

Redevelopment Agency of the City of Livermore, a political subdivision

the real property in the City of **Livermore** County of **Alameda**, State of California, described as

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Dated March 13, 2002

STATE OF Colorado }
}ss.
COUNTY OF Rio Grande }

On March 19, 2002
before me, Nicki Brauer,
personally appeared Sarah H. Rierson

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 Nicki Brauer

H.R. Hansen, Jr.

Sarah H. Rierson

Christian E. Ising

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA }ss
COUNTY OF Alameda }

On **March 21, 2002**, before me, **Diane E. Burton**, a Notary Public in and for said State, personally appeared **H.R. Hansen, Jr. and Christian E. Ising**, 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 Diane E Burton

DIANE E. BURTON
COMM. 1285028
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires Dec. 20, 2004

DIANE E. BURTON
COMM. 1285028
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires Dec. 20, 2004

(This area for official notarial seal)

OPTIONAL:

DESCRIPTION OF ATTACHED DOCUMENT

Grant Deed

March 13, 2002

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

PARCEL ONE:

Beginning at a point where the Easterly line of Livermore Avenue of the Northern Addition to the Town of Livermore intersects the Northerly line of the hundred foot right-of-way of the Central Pacific Railroad, thence along said line of Livermore Avenue North 20 1/2° West 104 feet to Railroad Avenue; thence along Railroad Avenue North 69 1/2° East 302 feet; thence South 20 1/2° East 106 feet to said Railroad right-of-way; thence South 69 1/2° West 302 feet to place of beginning.

PARCEL TWO:

Beginning at a stake set on the Northern line of the Central Pacific Railroad right of way 100 feet wide, distant thereon North 69° 30' East 302.00 feet from the Northeasterly line of North Livermore Avenue, as said right of way line and North Livermore Avenue now exist, being at the Easterly side of Edson's Warehouse as formerly located; thence Northerly at right angles to the Northern line of the Right of Way of the Central Pacific Railroad North 20° 30' West 106.37 feet to a cross cut in concrete on the Southern line of Railroad Avenue as the said Avenue now exists; thence Northeasterly along said line of Railroad Avenue North 69° 30' East 442.24 feet to a stake set an angle in the said Railroad Avenue; thence along the Southwesterly line of Railroad Avenue South 46° 10' East 118.01 feet to a stake set on the Northern line of the right of way of the Central Pacific Railroad; thence along said line South 69° 30' West 493.36 feet to the point of beginning.

Being a portion of Lot 'D' Map of the Estate of A.S. Ladd as recorded in the Office of the Recorder of Alameda County in Book 244 of Deeds, at Page 124, also being a portion of the land shown on the 'Map of the McLeod Tract, Livermore, Subdivided August 1875' filed September 8, 1875, in Book 6 of Maps, Page 2, in the Office of the County Recorder of Alameda County.

Excepting from Parcel 2 that portion thereof conveyed to the City of Livermore by Deed dated July 7, 1980, and recorded January 7, 1981, Instrument No. 81-02546, Alameda County Records.

Further excepting from Parcel 2 all that portion of Parcel One as conveyed to the Livermore Redevelopment Agency by Deed recorded December 20, 1985, Instrument No. 85-270272 and re-recorded March 27, 1986, Instrument No. 86-70668, Alameda County Records.

A.P. No. 098-0287-001-05

*****

EXHIBIT A

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated March 13, 2002, from H.R. Hansen, Jr., Sarah H. Rierson and Christian E. Ising (APN 98-287-1-5) to the Livermore Redevelopment Agency, is hereby accepted by the undersigned Secretary on behalf of the Livermore Redevelopment Agency pursuant to authority conferred by Resolution No. RA-3-89 of the Redevelopment Agency adopted on January 23, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: March 22, 2002

Julee Mittelstaedt, Deputy
for Alice Calvert, Secretary
Livermore Redevelopment Agency
1052 South Livermore Avenue
Livermore, CA 94550

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

PARCEL ONE:

Beginning at a point where the Easterly line of Livermore Avenue of the Northern Addition to the Town of Livermore intersects the Northerly line of the hundred foot right-of-way of the Central Pacific Railroad, thence along said line of Livermore Avenue North 20 1/2° West 104 feet to Railroad Avenue; thence along Railroad Avenue North 69 1/2° East 302 feet; thence South 20 1/2° East 106 feet to said Railroad right-of-way; thence South 69 1/2° West 302 feet to place of beginning.

PARCEL TWO:

Beginning at a stake set on the Northern line of the Central Pacific Railroad right of way 100 feet wide, distant thereon North 69° 30' East 302.00 feet from the Northeasterly line of North Livermore Avenue, as said right of way line and North Livermore Avenue now exist, being at the Easterly side of Edson's Warehouse as formerly located; thence Northerly at right angles to the Northern line of the Right of Way of the Central Pacific Railroad North 20° 30' West 106.37 feet to a cross cut in concrete on the Southern line of Railroad Avenue as the said Avenue now exists; thence Northeasterly along said line of Railroad Avenue North 69° 30' East 442.24 feet to a stake set an angle in the said Railroad Avenue; thence along the Southwesterly line of Railroad Avenue South 46° 10' East 118.01 feet to a stake set on the Northern line of the right of way of the Central Pacific Railroad; thence along said line South 69° 30' West 493.36 feet to the point of beginning.

Being a portion of Lot 'D' Map of the Estate of A.S. Ladd as recorded in the Office of the Recorder of Alameda County in Book 244 of Deeds, at Page 124, also being a portion of the land shown on the 'Map of the McLeod Tract, Livermore, Subdivided August 1875' filed September 8, 1875, in Book 6 of Maps, Page 2, in the Office of the County Recorder of Alameda County.

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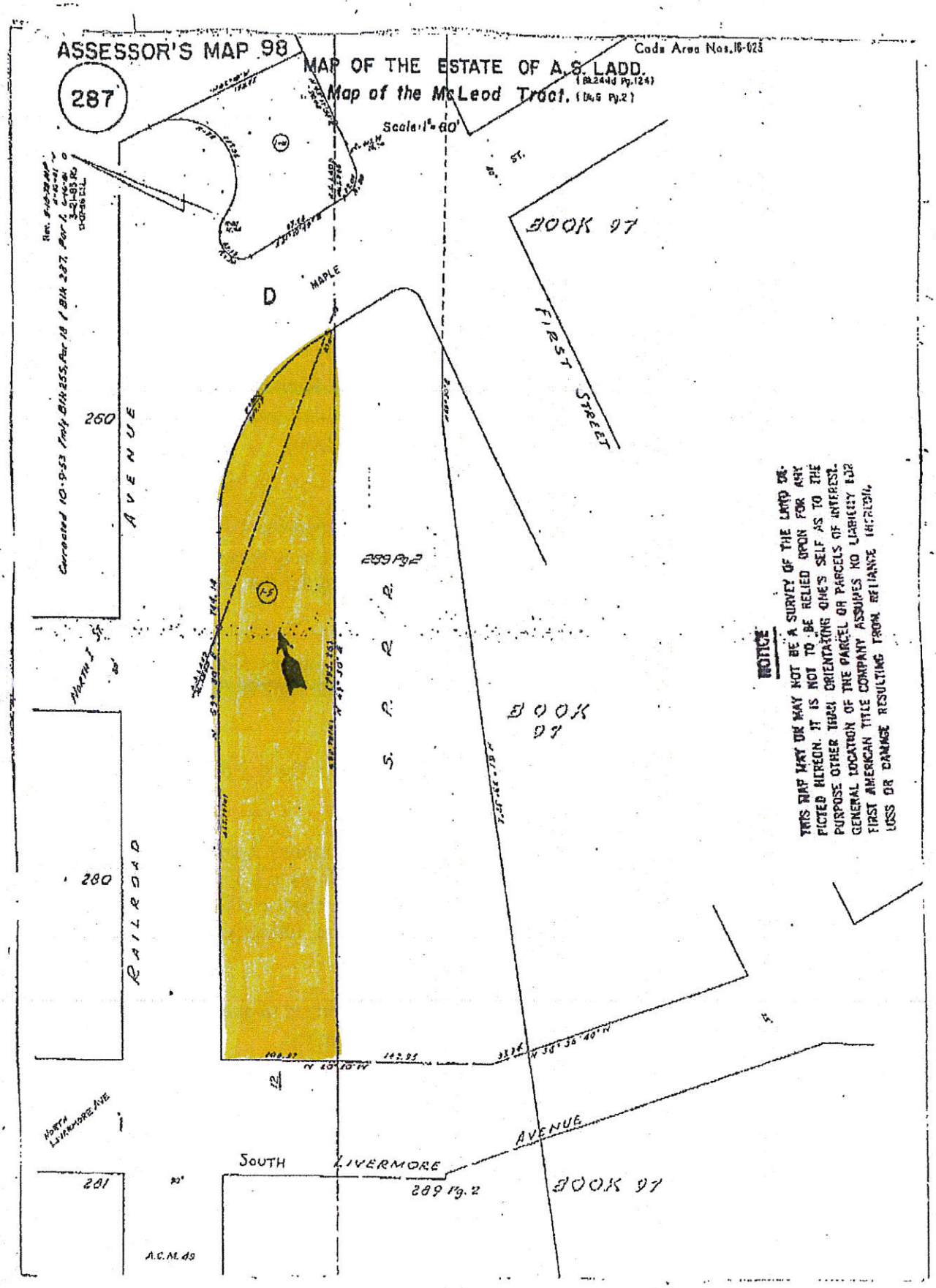
A.P. No. 098-0287-001-05

*****

EXHIBIT A


ASSESSOR'S MAP 98
287
MAP OF THE ESTATE OF A.S. LADD.
Map of the McLeod Tract.
Code Area Nos. 16-023
Scale: 1" = 60'
BOOK 97
FIRST STREET
MAPLE
D
260
AVENUE
289 Pg 2
S. P. R. R.
BOOK 97
280
RAILROAD
NORTH LIVERMORE AVE
SOUTH LIVERMORE AVENUE
281
289 Pg. 2
BOOK 97
A.C.M. 49
NOTICE
THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. FIRST AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE THEREON.

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF PROPERTY AND APPROPRIATION OF FUNDS

(Livermore Valley Center Project
2205 Railroad Avenue
Assessor's Parcel No 098-0287-001-05
H. R. Hansen, Jr. as to a 33 1/3 % undivided interest, Sarah H. Rierson, as to a 33 1/3 % undivided interest, and Christian E. Ising, as to a 33 1/3 % undivided interest, all as tenants in common, formerly KIDDS-IV, $2,115,000)

On June 19, 2001, the Redevelopment Agency made a written offer to the owner, KIDDS-IV, of the property located at 2205 Railroad Avenue to purchase the property for the Livermore Valley Center Project.

Since the June 19, 2001 written offer, the owner of the subject property, KIDDS-IV, and the Redevelopment Agency have negotiated the terms of a Purchase and Sale Agreement, attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Livermore that:

1. The Purchase and Sale Agreement between the Redevelopment Agency of the City of Livermore, attached as Exhibit "A," and H. R. Hansen, Jr. as to a 33 1/3 % undivided interest, Sarah H. Rierson, as to a 33 1/3 % undivided interest, and Christian E. Ising, as to a 33 1/3 % undivided interest, all as tenants in common, formerly KIDDS-IV, owners of the subject property, is approved.

2. The Redevelopment Agency Executive Director is authorized to execute the Purchase and Sale Agreement on behalf of the Redevelopment Agency.

3. The appropriation of funds in the amount of $2,115,000 from the Redevelopment Agency's 2001 Tax Allocation Bond Fund is approved.

RESOLUTION NO. RA-2002-4

APPROVED AS TO FORM:

DEPUTY GENERAL COUNSEL

On motion of Agency Member Vargas, seconded by Agency Member Reitter, the foregoing Resolution was passed and adopted this 11 day of February, 2002, by the following vote:

AYES: **AGENCYMEMBERS** Beeman, Dietrich, Reitter, Vargas, Chairperson Kamena

NOES: **AGENCYMEMBERS** None

ABSENT: **AGENCYMEMBERS** None

CHAIRPERSON, REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE

ATTEST:

SECRETARY

S:\AGENDA\01-28\Redev- KIDDS-IV.doc

RESOLUTION NO. RA-2002-4

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, dated February 21, 2002, is by and between H. R. Hansen, Jr. as to a 33 1/3 % undivided interest, Sarah H. Rierson, as to a 33 1/3 % undivided interest, and Christian E. Ising, as to a 33 1/3 % undivided interest, all as tenants in common, (collectively "Seller") and REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, a political subdivision of the State of California, ("Buyer").

RECITALS

A. WHEREAS, Seller owns certain land and improvements located at 2205 Railroad Avenue, Livermore, California (Assessor's Parcel Number 098-0287-001-05), commonly known as the Valley Lube Center site ("the Subject Property"), the legal description of which is attached hereto as Exhibit "A"; and

B. WHEREAS, a portion of the Subject Property is improved with a building leased to and occupied by an automobile lubrication and oil changing business known as Valley Lube.

C. WHEREAS, Seller represents that a portion of the subject property is subject to a lease previously entered into by and between Seller and Speedee Oil Change and Tune-up ("Speedee") dated July 10, 1992 and a First Amendment to lease dated December 1, 1998 (collectively referred to herein as the "Valley Lube Lease"). The lease was subsequently assigned by Speedee to Valley Lube. Said lease and Amendment encumber approximately 14, 000 square feet of the subject property. A copy of said Valley Lube Lease is attached hereto as Exhibit "B".

D. WHEREAS, Buyer desires to purchase the Subject Property subject to the aforementioned Valley Lube Lease, including the land and improvements and Seller desires to sell the Subject Property to Buyer; and

E. WHEREAS, Seller and Buyer have agreed to execute this Purchase and Sale Agreement in lieu of condemnation, and this purchase and this purchase and sale is directly and expressly under threat of eminent domain. In the event that Seller and Buyer were not able to reach an agreement for the purchase and sale of the Subject Property, Buyer would have initiated eminent domain proceedings to acquire title to the Subject Property.

TERMS

WHEREFORE, IT IS MUTUALLY AGREED BETWEEN SELLER AND BUYERS AS FOLLOWS:

1. PURCHASE PRICE. The total purchase price shall be the sum of:

$2,115,000

2. CONVEYANCE OF TITLE. Seller agrees to convey by Grant Deed to Buyer marketable fee simple title to the Subject Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

A. Taxes for the fiscal year in which this escrow closes, which shall be handled in accordance with the provisions of Section 4986 of the Revenue and Taxation Code of the State of California.

B. Quasipublic utility, public alley, public street easements, and rights of way of record.

C. Such other liens, encumbrances, reservations and restrictions as may be approved in writing by the General Counsel of the Buyer.

3. SELLER'S DUTY TO REMOVE AUTOMOBILES AND/OR TRUCKS FROM PREMISES

Seller acknowledges that certain automobiles and/or trucks owned by Russ Morgan are currently located on the Subject Property. The license plates, vehicle identification numbers and vehicle descriptions of said automobiles and/or trucks are:

License Number
Vehicle Identification Number

Description of Vehicle
5L36507
1FTH534H6JHA59314
White Ford Econoline 350 Van
N/A
2FDLF47G8LCA92277
White Ford Super Duty Box Truck
1C34901
SGTA RP 44028
Blue Ford Courier Pickup Truck
2X32223

4405287
CCE617V100759

ZCFJK6266J1900134
White Chevy Stake bed truck

White IVECO box truck

Seller warrants that it will, at its own expense and prior to the Close of Escrow,

ensure that said automobiles and/or trucks are removed from the Subject Property.

4. TITLE INSURANCE: First American Title Insurance Company ("Title Company") has provided Buyer with its Preliminary Title Report. Buyer has reviewed that Preliminary Title Report and has no objection to any exception to coverage listed therein ("Permitted Exceptions"). Buyer shall obtain an updated Title Report, and shall have five (5) days after receipt of the updated Title Report to object in writing to any new exceptions shown on the report. If the updated Title Report includes any new exceptions and Buyer fails to timely object, Buyer shall be deemed to have approved the Title Report. If the updated Title Report includes any new exceptions and Buyer objects thereto, Seller shall have five (5) days to attempt to remove the exceptions or resolve issue regarding such exceptions with Buyer. If the parties are unable to resolve such issues, Buyer may terminate this Agreement or waive such new exceptions and proceed with this transaction. At Close, Title Company shall issue its CLTA Owner's Coverage Form Policy of Title Insurance, with liability in the amount of the Purchase Price, showing title to the Property vested in Buyer, subject to all Permitted Exceptions. Seller agrees to convey title to the Property to Buyer at Close of Escrow free and clear of all monetary liens and encumbrances, excluding only current real property taxes and any other Permitted Exceptions. Assessments, if any, shall be assumed by Buyer.

5. ESCROW. An Escrow, Order Number 592880 ("Escrow") has been opened with First American Title Insurance Company, 6665 Owens Drive, Pleasanton, California, 94588 ("Escrow Holder"). This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under the Agreement. The parties hereto agree to do all acts necessary to close this Escrow in the shortest possible time.

Seller shall execute and deliver a Grant Deed ("Deed") and an Assignment of the Valley Lube Lease to Escrow Holder. As soon as possible after opening of Escrow, Buyer will deposit the Certificate of Acceptance, a copy of which is attached hereto, with Escrow Agent. Buyer agrees to deposit the purchase price in cash, by certified check or bank cashier's check or by wire transfer in full upon demand of Escrow Agent. Buyer and Seller agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.

Insurance policies for fire or casualty held by Seller are not to be transferred, and Seller shall cancel such policies effective as of Close of Escrow.

All funds received in this Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any state or national bank doing business in the State of California. All disbursements shall be made by check from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or nondelinquent assessments or bonds against the property;

B In the event this Escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed

to withhold from Seller's proceeds an amount equal to the estimated prorated amount due based upon the previous fiscal year's second half tax bill. If the Title Company determines that more is owed, the Title Company shall bill the Seller directly. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

C. From the date that tax information is available, as per Paragraph "B", up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of Close of Escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At Close of Escrow, check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with the closing statement;

D. Any taxes which have been paid by Seller, prior to opening of this Escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after Close of Escrow, to apply to the County Tax Collector of said county for refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

E. Pay and charge Buyer for any escrow fees, charges, and costs payable under Paragraph 5 of this Agreement;

F. Disburse funds and deliver the Deed and the Assignment of the Valley Lube Lease when conditions of this Escrow have been fulfilled by Buyer and Seller.

The term "Close of Escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this Escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties acknowledge that Buyer's governing board is scheduled to consider the approval of this Agreement on February 11, 2002. Pursuant to Paragraph 1 herein, if the governing board approves the Agreement, the parties desire Escrow to close on or before March 15, 2002. Buyer shall take all necessary steps in advance of February 11, 2002 to ensure that, in the event the governing board approves this Agreement, Escrow shall close on or before March 15, 2002, or as soon as possible thereafter.

6. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all

fees, charges, and costs which arise in connection with this Escrow including any and all escrow fees, title insurance fees, recording fees and any transfer taxes, if any.

7. RENTAL AND OCCUPANCY BY SELLER. Seller agrees to execute a complete, current, and correct statement of rentals on a form furnished to Seller and deliver same to Buyer within fifteen (15) days hereof with a copy of the Valley Lube Lease. All rents will be prorated as of the Close of Escrow on the basis of a 30day month consistent with that Statement, subject to approval of Buyer. Seller hereby agrees not to rent any units on the premises which are now vacant, or which may be vacated by present occupants prior to Close of Escrow. Seller further agrees not to allow or consent to any sublease(s) for the premises prior to Close of Escrow.

Seller warrants that, excluding the Valley Lube Lease, there are no oral or written leases on all or any portion of Property exceeding a period of one month, and Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of Seller for a period exceeding one month, excluding the Valley Lube Lease.

8. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Subject Property upon at least forty-eight hours prior notice to Seller (together with a description of the tests to be conducted) for the purpose of making necessary or appropriate inspections and for the purpose of commencing demolition and/or construction of the project for which the Property is being purchased. In connection with such entry, Buyer and its agents shall comply with all aspects of the Valley Lube Lease, including any applicable notice requirements prior to entry onto the Subject Property. Buyer shall indemnify, defend and hold Seller and its partners, agents, representatives, successors and assigns harmless from any liens, costs, demands for payment, liabilities as well as any physical damage to the Property or injury or death to persons caused by making such tests or exercising Buyer's right of entry. In addition, Buyer shall immediately repair any physical damage to the Property arising out of such tests.

9. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument. This Agreement may also be executed by delivery of fax to the parties as set forth above of an executed counterpart original of this Agreement. The parties shall thereafter exchange the original documents bearing original signatures, but the failure to do so shall not affect the enforceability of this Agreement.

10. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer (c/o Neal Snedecor, Economic Development Department, City of Livermore, 1052 South Livermore Avenue, Livermore, California 94550-4899), the purpose being to ascertain if any reimbursements are due Seller.

11. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the Subject Property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Deed shall be at the risk of Seller. In the event that loss or damage to the Subject Property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Deed, Buyer may elect to

require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said Property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

12. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation. Subject to Closing of this transaction in accordance with the terms and conditions of this Agreement, Seller hereby waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses arising out of any potential known or unknown issues relating to condemnation or inverse condemnation.

13. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.

C. Until the closing, Seller shall maintain the property in its current condition and state of repair and maintenance, reasonable wear and tear and events of casualty excepted, and shall perform all of its obligations under any service contracts or other contracts affecting the Property.

D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the Property.

E. To the best of Seller's knowledge, all utilities including gas, electricity, water, sewage, and telephone are available to the Property, and all such items are in good working order.

F. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's Property may be bound.

G. Until the Closing, Seller shall, upon learning of any fact or condition which would cause any of Seller's warranties and representations contained in this Section not to be true as of Closing, immediately give written notice of such fact or condition to Buyer.

14. "AS-IS" PURCHASE. Buyer has conducted a Phase I Environmental Assessment dated July 14, 1998 ("Phase I"). The Phase I Environmental Assessment identified the presence of asbestos materials in the Subject Property.

The report also identified the need for Phase II testing to determine the presence of petroleum hydrocarbons in the soil near the former underground storage tank and existing hydraulic lift. The soil testing was undertaken on October 6, 1999, and December 10, 1999. The results dated January 26, 2000 indicate levels appear to be limited to the shallow soil near the former underground storage tank.

With the exception of Seller's warranties set forth above in Section 13, Seller is not making and hereby specifically disclaims and Buyer hereby waives any warranty, guaranty or representation, oral or written, as to or concerning the condition of the Property. Buyer acknowledges, represents and warrants that Buyer has conducted whatever investigation Buyer deems to be prudent to determine the condition of the Property, including but not limited to its environmental condition. THE SALE OF THE PROPERTY (INCLUDING ITS ENVIRONMENTAL CONDITION) UNDER THIS AGREEMENT IS MADE ON AN "AS IS", "WHERE IS," "WITH ALL FAULTS" BASIS. Buyer's agreement to purchase the Property without representations and warranties except those in Section 13 was a material factor in determining the Purchase Price of the Property.

15. INDEMNITY AND HOLD-HARMLESS CLAUSE RELATING TO CLAIMS BY TENANTS: Seller agrees to indemnify and hold Buyer harmless against any and all claims arising out of the Valley Lube Lease which accrue, prior to the Close of Escrow. Seller is expressly responsible for the defense of any such claims. Seller is not responsible for any claims in connection with the Valley Lube Lease which accrue after the Close of Escrow.

16. PARTIES OF INTEREST. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

17. ENTIRE AGREEMENT. This Agreement constitutes and contains the entire agreement of the parties with respect to the subject matter hereof and thereof, and supersedes any and all other prior negotiations, correspondence, understandings and agreements respecting the subject matter hereof and thereof. There are no representations, promises, agreements or other understandings between the parties relating to the subject matter of this Agreement that are not expressed herein. This Agreement may not be changed orally, but only by an Agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

18. NOTICES. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communication required or permitted by the terms hereof to be given to any person or entity shall be in writing, and any such notice shall become effective two (2) business days after being deposited in the mails, certified or registered, with appropriate postage prepaid for first-class mail or, if delivered by hand or in the form of a facsimile transmission, when received, and shall be directed to the address of such person or entity set forth below, or at such other address as either party shall hereafter designate in writing and deliver to the other in accordance with the provision of this paragraph.

If to SELLER	SELLER
	H. R. Hansen, Jr. Sarah H. Rierson Christian E. Ising P.O. Box 2267 Livermore, CA 94551-2267 Fax: (925) 383-1683
With a copy to:	Andrew R. Cohen, Esq. Janin, Morgan & Brenner 220 Bush Street, 17th Floor San Francisco, California 94104 (415) 981-1264
If to BUYER	BUYER
	Neal Snedecor Economic Development Department City of Livermore 1052 South Livermore Avenue Livermore, CA 94550-4899 Fax: (925) 454-2379

19. SURVIVAL; TERMINATION. The representations, warranties and agreements of the parties contained or provided for in this Agreement shall survive the Closing and the recordation and delivery of the Grant Deed conveying the Property to Buyer and shall be and continue in effect notwithstanding the fact that any party may waive compliance with any other term, provision or condition of this Agreement.

20. AUTHORITY AND EXECUTION. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so, has full right and authority to enter into this Agreement and all of its obligations hereunder.

21. SEVERABILITY. The invalidity or unenforceability of any term or provision of this Agreement or the nonapplication of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect and shall be construed as if such invalid, unenforceable, or nonapplicable provision were omitted.

22. WAIVER OR MODIFICATION. No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence or any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. The provisions of this section may not be waived except as herein set forth.

23. HEADINGS. The headings of the various Paragraphs of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof or thereof.

24. GOVERNING LAW. This Agreement has been delivered in, and shall in all respects be governed by and construed in accordance with the laws of the State of California, including all matters of construction, validity and performance and enforcement.

25. TIME. Time is of the essence in this Agreement as to each provision in which time is an element of performance.

26. ATTORNEYS' FEES. In the event of any action or proceeding brought by either party to enforce the terms of or arising out of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonable attorneys' fees.

27. COOPERATION. Each party hereto will, upon reasonable request of the other party, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents as may be reasonably necessary in order to fulfill the intents and purposes of this Agreement.

28. BROKERAGE COMMISSIONS. The parties hereto represent and warrant to each other that there are no brokers, agents or finders that are entitled to any claim for any commission, finders' fee, or other compensation in connection with the sale of the Property pursuant to this Agreement, and each party shall indemnify, defend and hold the other party hereto harmless from and against any claim, liability or expense for any brokerage commissions, finders' fees or other compensation claimed to be due and owning by reason of its activities in entering into or consummating the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year set forth hereinabove.

"BUYER"

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE

By: Linda M. Barton

ATTEST:

By: _____

RECOMMENDED FOR APPROVAL:

BY: _____

APPROVED AS TO FORM:

By: _____
Deputy General Counsel
(SEAL)

"SELLER"

H. R. Hansen, Jr.

Sarah H. Rierson

Christian E. Ising

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year set forth hereinabove.

"BUYER"

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE

By: Linda M. Barton

ATTEST:

By: _____

RECOMMENDED FOR APPROVAL:

BY: _____

APPROVED AS TO FORM:

By: _____
General Counsel
(SEAL)

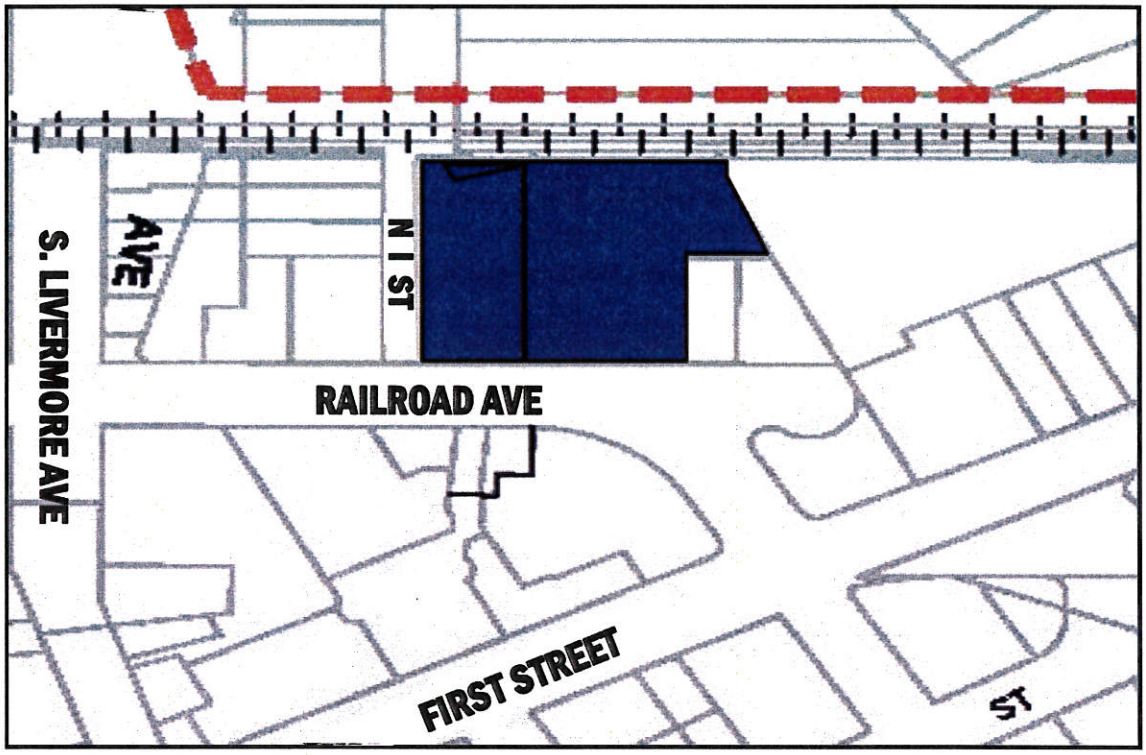
"SELLER"

_____
H. R. Hansen, Jr.

_____
Sarah H. Rierson

_____
Christian E. Ising

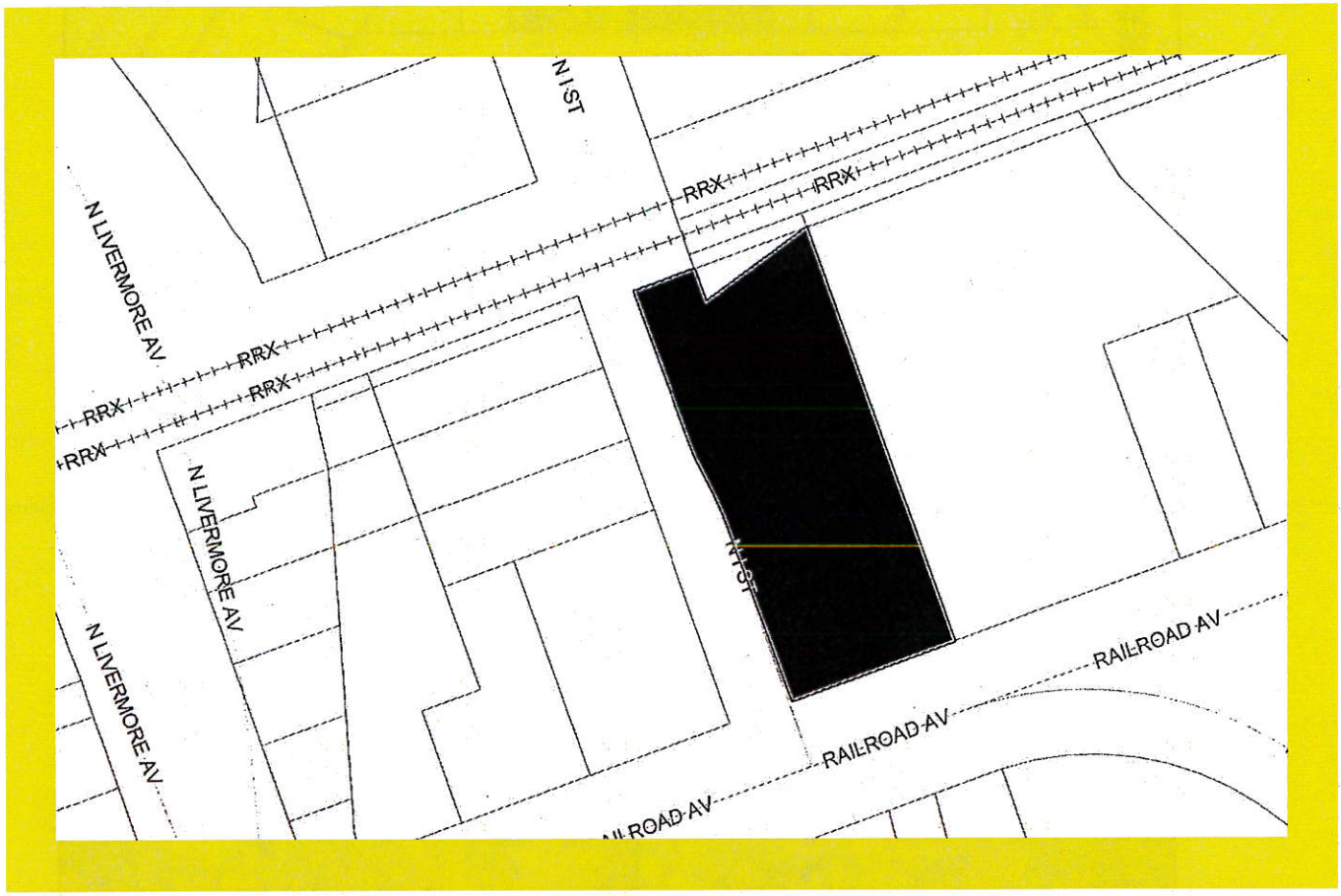
EXHIBIT B.6



2350 - 2418 Railroad Avenue
APN: 098-0260-018-03
098-0260-018-04
098-0260-017-02

City of Livermore, CA APN: 098-0260-018-03 ADDRESS: 2350 Railroad Ave

(Property was APN 098-0260-018-02 at time acquired)



SCALE 1 : 1,300

100 0 100 200 300

FEET

N

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089535 03/23/2011 04:17 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

7 PGS

cc: HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 098-0260-018-03

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a Public Body Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as Redevelopment Agency of the City of Livermore

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of **Alameda,** State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF, SUBJECT TO THE COVENANTS AND RESTRICTIONS IN EXHIBIT "B" ATTACHED HERETO.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared
_____

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

_____

City Clerk's Office
APR 12 2011
City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

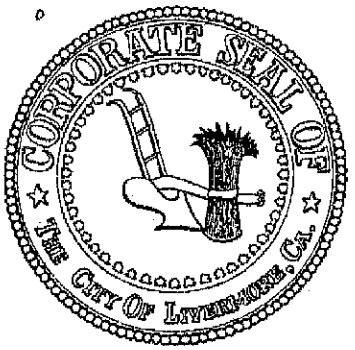
}
STATE OF CALIFORNIA } SS.
COUNTY OF ALAMEDA }

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

EXHIBIT "A"

Legal Description

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

Beginning at a point on the Southeastern line of Oak Street, extended in a right line Northeasterly; said beginning point being 380 feet Northeasterly from the Northwestern corner of Block No. 1, as said Block is designated upon that certain map entitled "Map of the Northern Addition to the town of Livermore," filed September 20, 1875, in the Office of the County Recorder of Alameda County; running thence Northeasterly along said line of Oak Street; extended as aforesaid 80 feet; thence at right angles Southeasterly 300 feet; thence at right angles Southwesterly 80 feet; and thence at right angles Northwesterly 300 feet to the point of beginning and being a portion of Plot "D" of the Subdivision of the A.S. Ladd Estate.

Excepting therefrom that portion thereof described in the Deed to City of Livermore, Recorded January 28, 1976, Series No. 76-013170, Reel 4241, OR Image 87, Alameda County Records.

Assessor's Parcel No. 098-0260-018-03

EXHIBIT "B"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

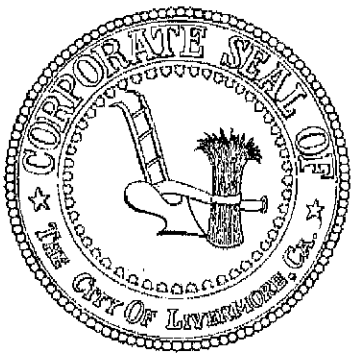
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 098-0260-018-03) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550



ASSESSOR'S MAP 98

Code Area Nos. 16-001
16-023

260 Scale: 1" = 100'

(A) MAP OF THE ESTATE OF A. S. LADD. (Bk. 244d. Pg. 124)

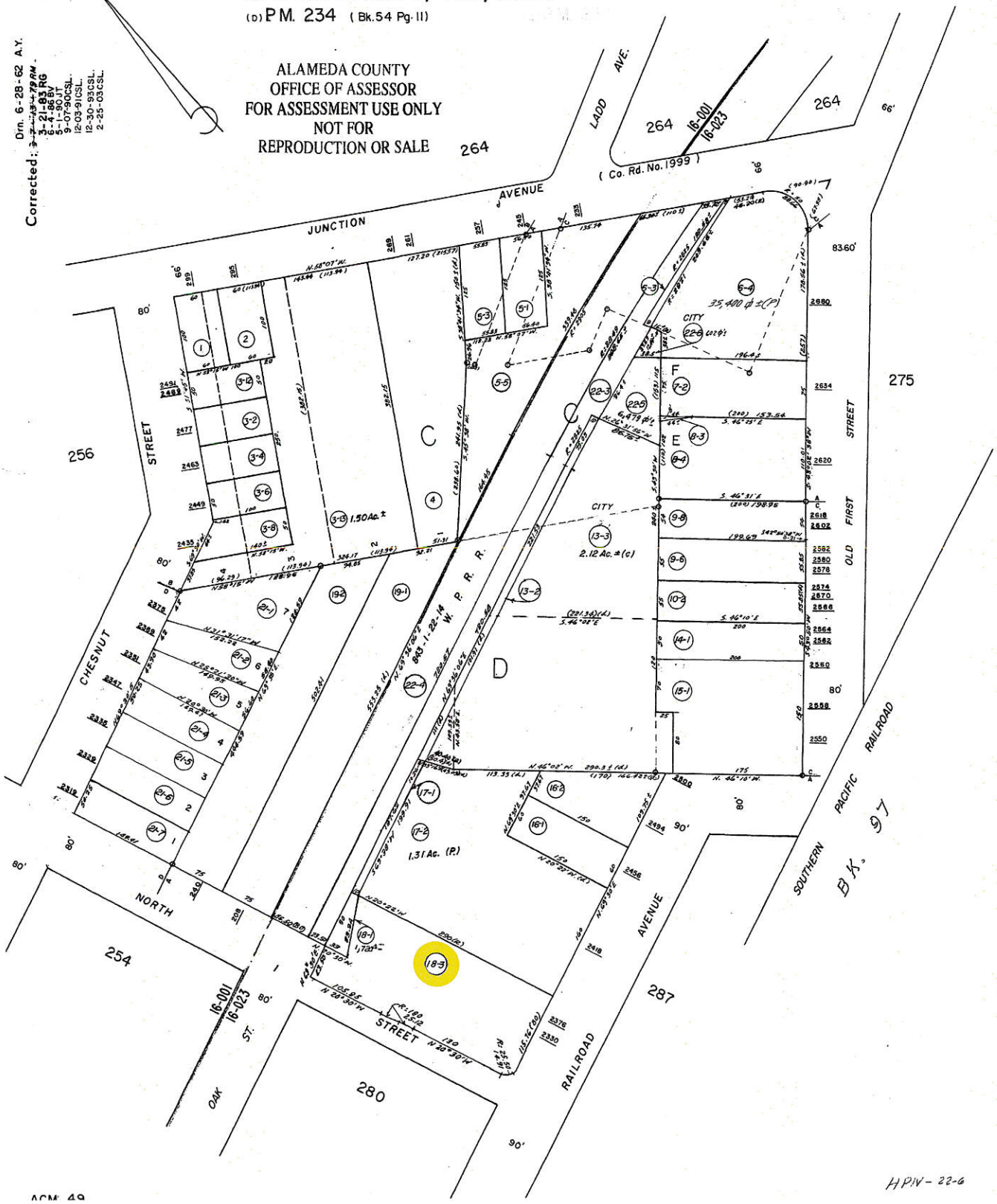
(B) *Subdivision Map of Plot C- Ladd Estate* (Bk. 4 Pg. 26)

(C) Portion of Sec. 9, T3S, R2E.

(D) PM. 234 (Bk. 54 Pg. 11)

Corrected: Drn. 6-28-62 A.Y.
3-21-83 RG
6-4-86 BV
5-1-90 JT
9-07-90 CSL.
12-03-91 CSL.
12-30-93 CSL.
2-25-03 CSL.

ALAMEDA COUNTY
OFFICE OF ASSESSOR
FOR ASSESSMENT USE ONLY
NOT FOR
REPRODUCTION OR SALE



ACM 49

HPW-22-6

RECORDING REQUESTED BY 0129592889
FIRST AMERICAN TITLE

RECORDING REQUESTED BY:

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE

WHEN RECORDED MAIL TO:

REQUEST BY & RETURN TO
CITY OF LIVERMORE
CITY CLERK
1052 SOUTH LIVERMORE AVE
LIVERMORE CA 94550

No fee required Govt. Code § 27383

RECORDING REQUESTED BY
FIRST AMERICAN TITLE

2002486728 10/28/2002 08:30 AM
OFFICIAL RECORDS OF RECORDING FEE: 0.00
ALAMEDA COUNTY
PATRICK O'CONNELL

8 PGS

This Space for Recorder's Use Only

02-621

EXEMPT FROM RECORDING FEES pursuant to Government Code §27383, which reads: "No fee shall be charged by the recorder for services rendered to the State, to any municipality, county in the State or other political subdivision thereof, except for making a copy of a paper of record."

TITLE OF DOCUMENT

GRANT DEED

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code § 27361.6)
(Additional recording fee applies)

Recording Requested By:

Redevelopment Agency of the
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550-4899

When Recorded Mail to and
Mail Tax Statements to

City of Livermore
1052 South Livermore Avenue
Livermore, California 94550-4899

GRANT DEED

For valuable consideration, receipt of which is acknowledged, JERRELL C. WARDLAW, a married man as his sole and separate property, herein called "Grantor", grants to the REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, hereinafter referred to as "Grantee", for public use the real property in the City of Livermore, State of California, hereinafter referred to as the "Property", described in the document attached hereto, labeled Exhibit 1 and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed, this 30th day of September, 2002.

GRANTOR:

By: Jerrell C. Wardlaw
JERRELL C. WARDLAW

The provisions of this Grant Deed are hereby accepted.

GRANTEE: REDEVELOPMENT AGENCY OF THE
CITY OF LIVERMORE

By: M H Kamera
Chairperson
M. H. Kamera

ACKNOWLEDGMENT

State of Nevada)
) ss
County of Lyon)

On 9/30/02 before me, a Notary Public, personally appeared JERRELL C. WARDLAW, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal.

Kim Bolstad

NOTARY PUBLIC

KIM BOLSTAD
Notary Public - State of Nevada
Appointment Recorded in Lyon County
No. 99-50830-12 - EXPIRES JAN. 22, 2003

ILLEGIBLE NOTARY SEAL DECLARATION

(GOVERNMENT CODE 27361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached, reads as follows:

NAME OF NOTARY: Kim Bolstad

COMMISSION NUMBER: 99-50850-12

NOTARY PUBLIC STATE: Nevada

NOTARY PUBLIC COUNTY: Lyon

DATE COMMISSION EXPIRES: Jan 22, 2003

SIGNATURE OF DECLARANT: [signature]

PRINT NAME OF DECLARANT Ashish Kumar

CITY & STATE OF EXECUTION: Oakland, California

DATE SIGNED: 10/25/02

THE ABOVE INFORMATION MUST BE LEGIBLE FOR SCANNING

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.

On October 8, 2002 before me, ALICE CALVERT, CITY CLERK

personally appeared M.H. Kamena, Chairperson,
CITY OF LIVERMORE, 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 Alice Calvert

(This area for official City seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated September 30, 2002, from Jerrell C. Wardlaw, a married man as his sole and separate property, (APN 098-0260-018-02) to the Redevelopment Agency of the City of Livermore, is hereby accepted by the undersigned Secretary on behalf of the Redevelopment Agency of the City of Livermore pursuant to authority conferred by Resolution No. RA-3-89 of the Redevelopment Agency of the City of Livermore adopted on January 23, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: October 8, 2002

Alice Calvert

Alice Calvert, Secretary
Redevelopment Agency of
the City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

S:\Senior Clerk\Certificate of Acceptance.doc

EXHIBIT 1

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

Beginning at a point on the Southeastern line of Oak Street, extended in a right line Northeasterly, said beginning point being 380 feet Northeasterly from the Northwestern corner of Block No. 1, as said Block is designated upon that certain Map entitled, Map of the Northern Addition to the Town of Livermore, filed September 20, 1875, in the Office of the County Recorder of Alameda County; running thence Northeasterly along said line of Oak Street, extended as aforesaid 80 feet; thence at right angles Southeasterly 300 feet; thence at right angles Southwesterly 80 feet; and thence at right angles Northwesterly 300 feet to the point of beginning, and being a portion of Plot "D" of the Subdivision of the A.S. Ladd Estate.

Excepting therefrom that portion thereof described in the Deed to City of Livermore, Recorded January 28, 1976, Series No. 76-013170, Reel 4241, OR, Image 87, Alameda County Records

A.P. No.: 098-0260-018-02

*****

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING SIGNING OF PURCHASE AND SALE AGREEMENT, GRANT DEED AND APPROPRIATION OF FUNDS
(Jerrell C. Wardlaw - $446,000)

BE IT RESOLVED by the Redevelopment Agency of the City of Livermore that:

1. The Executive Director is authorized to execute on behalf of the Redevelopment Agency Purchase and Sale Agreement for the purchase of property located at 2330 Railroad Avenue, APN #098-0260-018-02, between the Redevelopment Agency and Jerrell C. Wardlaw.

2. The Chairperson is authorized to execute on behalf of the Redevelopment Agency a Grant Deed for the purchase of property located at 2330 Railroad Avenue, APN #098-0260-018-02, between the Redevelopment Agency and Jerrell C. Wardlaw.

3. The amount of $446,000 be appropriated from Agency 2001 Tax Allocation Bond Funds.

Copies of the of the Purchase and Sale Agreement and Grant Deed are on file in the office of the City Clerk.

APPROVED AS TO FORM

SENIOR ASSISTANT GENERAL COUNSEL

On motion of Agency Member Reitter, seconded by Agency Member Dietrich, the foregoing action was taken on this 7 day of October, 2002, by the following vote:

AYES: AGENCYMEMBERS Beeman, Dietrich, Reitter, Vargas & Chairperson Kamena
NOES: AGENCYMEMBERS None
ABSENT: AGENCYMEMBERS None

Marshall Kamena

CHAIRPERSON, REDEVELOPMENT AGENCY
OF THE CITY OF LIVERMORE, CALIFORNIA

ATTEST:

SECRETARY 10/7/02

RESOLUTION NO. RA-2002-21

ASSESSOR'S MAP 98

Code Area Nos. 16-001
16-023

260 Scale: 1" = 100'

(A) MAP OF THE ESTATE OF A. S. LADD. (Bk. 244d. Pg. 124)

(B) *Subdivision Map of Plot C- Ladd Estate* (Bk. 4 Pg. 26)

(C) Portion of Sec. 9, T3S, R2E.

(D) P.M. 234 (Bk. 54 Pg. 11)

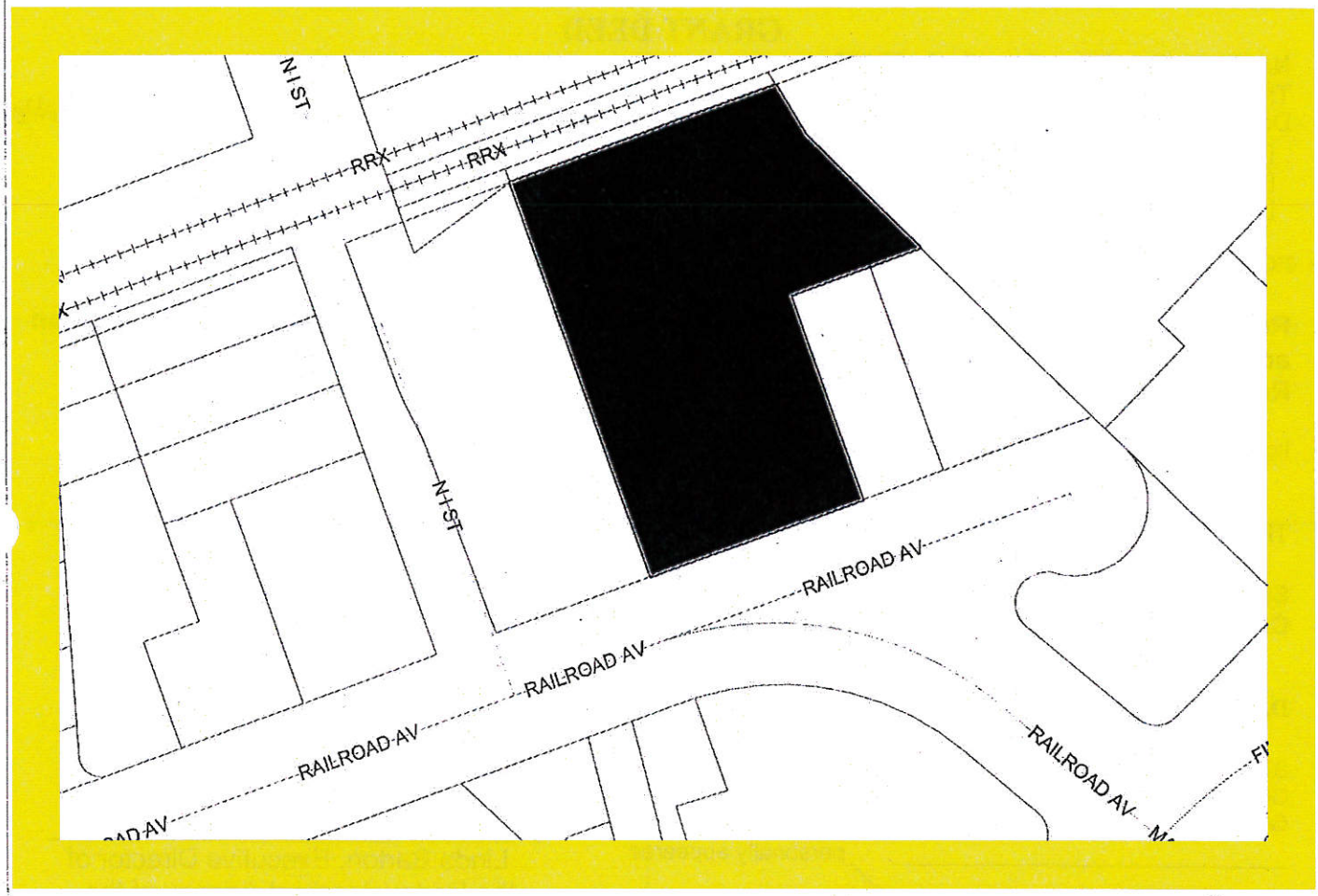
Corrected: Drn. 6-28-62 A.Y.
3-21-83 RG
6-4-86 BV
5-1-90 JT
9-07-90 CSL.
12-03-91 CSL.
12-30-93 CSL.

HPIV-22-6

Ind. 4

ACM 49

City of Livermore, CA APN: 098-0260-017-02 ADDRESS: 2418 Railroad Ave



SCALE 1 : 1,300

100 0 100 200 300

FEET

N

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089529 03/23/2011 04:17 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

9 PGS

cc:HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 098-0260-017-02

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov't'al agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a public body corporate and politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as Redevelopment Agency of the City of Livermore, a body politic

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERE OF, SUBJECT TO THE COVENANTS AND RESTRICTIONS IN EXHIBIT "B" ATTACHED HERETO.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____, personally appeared
_____

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the Instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

_____

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

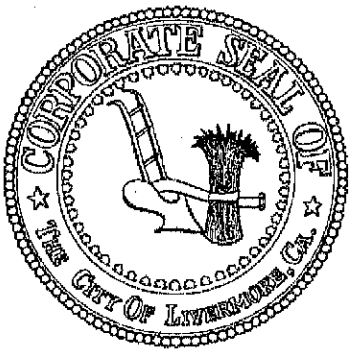
STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

Exhibit A

All that certain real property situated in the City of Livermore, County of Alameda, State of California, described as follows:

Parcel 1:

Beginning at a point on the direct extension northeasterly of the southeastern line of Oak Street, distant thereon North 69° 38' East, one hundred and sixty feet from the intersection thereof with the northeastern line of North "I" formerly "I" Street, as said streets are shown on the map entitled, "Map of the Northern Addition to the town of Livermore" filed September 20, 1875, in Book 2 of Maps, at page 51, in the Office of the County Recorder of Alameda County (the bearing of said line of Oak Street being taken as North 69° 38' East for the purpose of making this description); running thence

North 69° 38' East along said line of Oak Street extended, one hundred seventeen and 62/100 feet;

thence leaving said line of Oak Street, South 33° 16' East, forty-nine and 09/100 feet to the most western corner of the land conveyed by the Roman Catholic Archbishop of San Francisco, to the Town of Livermore, by deed dated June 11, 1930, and recorded in Book 2395 of Official Records of Alameda County, at page 276;

thence South 46° 02' East along the southwestern line of said land conveyed to the Town of Livermore, one hundred thirteen and 33/100 feet to a line drawn parallel with said southeastern line of Oak street extended, and distant at right angles one hundred fifty feet southeasterly therefrom;

thence South 69° 38' West along said parallel line, ninety-seven and 67/100 feet to a line drawn parallel with said northeastern line of North "I" Street, and distant at right angles two hundred and forty feet northeasterly therefrom;

thence South 20° 22' East along the last drawn line, one hundred and fifty feet to a point on the northwestern line of Railroad Avenue, as said Avenue now exists, distance thereon North 69° 38' East, two hundred and forty feet from the intersection thereof with said northeastern line of North "I" Street;

thence South 69° 38' West along said northwestern line of Railroad Avenue, eighty feet;

thence leaving said line of Railroad Avenue, North 22° 22' West, three hundred feet to the Point of Beginning.

PARCEL 2:

Portion of Plot "D", as said plot is shown on the "Map of the Estate of A. S. Ladd", etc., filed October 31, 1882, in Book 244 of Deeds, at page 124, Alameda County Records, described as follows:

Beginning at a point on the northwestern line of Railroad Avenue, distant thereon 80 feet northeasterly from the northeastern line of North "I" Street;

running thence along said line of Railroad Avenue northeasterly 40 feet;

thence at right angles northwesterly, 300 feet, more or less, to the southeastern line of the Right of Way of the Western Pacific Railway Company;

thence at right angles southwesterly along the last named line, 40 feet;

and thence at right angles southeasterly, 300 feet, more or less, to the Point of Beginning.

PARCEL 3:

Portion of Plot "D" as said plot is shown on the "Map of the Estate of A. S. Ladd", etc., filed October 31, 1882, in Book 244 of Deeds, at page 124, in the Office of the County Recorder of Alameda County, described as follows:

Beginning at a point on the northwestern line of Railroad Avenue, distant thereon 120 feet northeasterly from the northeastern line of North "I" Street;

running thence along said line of Railroad Avenue northeasterly, 40 feet;

thence at right angles northwesterly, 300 feet, more or less, to the southeastern line of the Right of Way of the Western Pacific Railway Company;

thence at right angles southwesterly along the last named line, 40 feet;

and thence at right angles southeasterly, 300 feet, more or less, to the Point of Beginning.

Excepting from Parcels 1, 2 and 3, hereinabove described, that portion described in the Deed to the City of Livermore, a Municipal Corporation, recorded January 22, 1975, Reel 3860, Image 107, Series No. 75-8473, Official Records.

ASSESSOR'S PARCEL NO. 098-0260-017-02

EXHIBIT "B"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 098-0260-017-02) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CAL.

RECORDING REQUESTED BY:
Order No.
Escrow No. nrd
Loan No.

WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

2010315708 10/28/2010 11:35 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

4 PGS

ABOVE THIS LINE FOR RECORDER'S USE

cc: Engineering (2)

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

The Undersigned grantor(s) declare(s):
CITY TRANSFER TAX $
DOCUMENTARY TRANSFER TAX $ RTT11922
SURVEY MONUMENT FEE $
Computed on the consideration or value of property conveyed; OR
Computed on the consideration or value less liens or encumbrances remaining a t time of sale.

APN # 098-0260-017-02

10-312

GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

REDEVELOPMENT AGENCY of the City of Livermore, a public body corporate and politic

hereby Grant(s) to the LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY, a Joint Power Agreement,

the real property in the City of Livermore, County of Alameda, State of California, described as

Utility Easement

FOR LEGAL DESCRIPTION AND PLAT
SEE EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

And subject to the following restrictions: That there shall be no discrimination or segregation based upon race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use occupancy, tenure or enjoyment of the property in the project area.

Dated: October 25, 2010

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE

Marshall Kamena

MARSHALL KAMENA, O.D.

CHAIRMAN

State of California)
County of) S.S.

ATTACHED

On _____ 200___ before, (_____), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are described 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 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.
(note: omit the seal on maps to be filed to avoid smearing the map)

Signature: _____
Print Name: _____
My Commission Number: _____
My Commission Expires: _____
Principal County of Business: _____

City Clerk's Office
NOV 17 2010
City of Livermore

EXHIBIT A
UTILITY EASEMENT
LEGAL DESCRIPTION

A UTILITY EASEMENT OVER A PORTION OF APN 098-0260-017-02 AS DESCRIBED IN THE "CERTIFICATE OF ACCEPTANCE... CONVEYED BY GRANT DEED (APN 098-0260-017-02 ALL) DATED OCTOBER 22, 2002 FROM THE COUNTY OF ALAMEDA, TO THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE... BY RESOLUTION NO. RA-3-89 OF THE REDEVELOPMENT AGENCY ADOPTED ON JANUARY 23, 1989..." **ALSO KNOWN AS:**

EXHIBIT "A"

COUNTY OF ALAMEDA DESCRIPTION

ALTAMONT PASS TRANSPORTATION CORRIDOR
(DOWNTOWN LIVERMORE RAIL STATION)

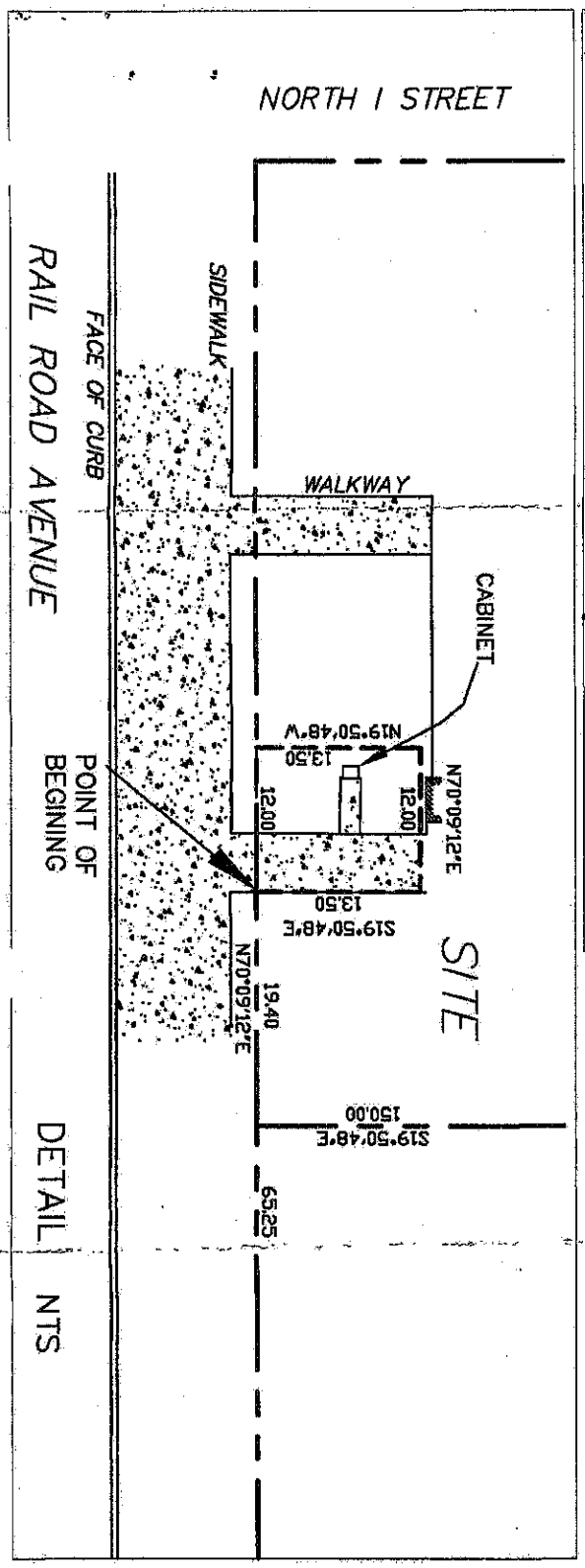
REAL PROPERTY TO BE CONVEYED TO THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, A BODY POLITIC.

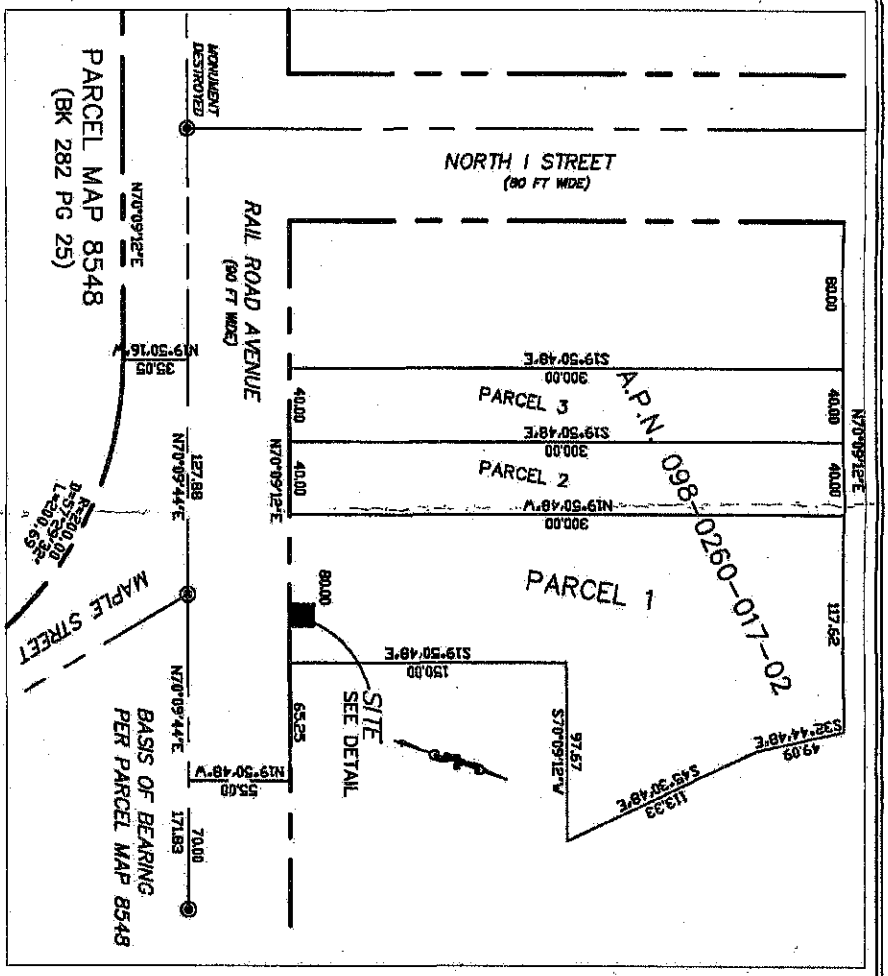
THAT WAS PASSED AND ADOPTED BY A VOTE OF THE ALAMEDA COUNTY BOARD OF SUPERVISORS ON OCTOBER 22, 2002, RECORDED FILE #17359, AGENDA #55, DOCUMENT #R-2003-176.

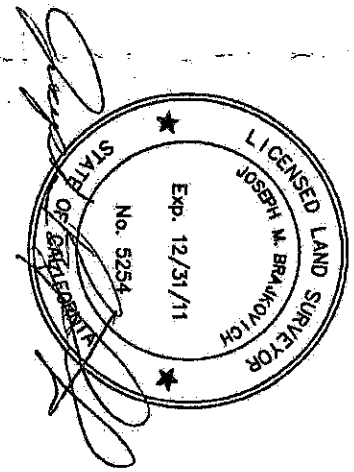
DESCRIBED AS FOLLOWS:
BEGINNING AT THE EASTERLY MONUMENT IN RAILROAD AVE EAST OF THE MONUMENT AT THE INTERSECTION OF RAILROAD AVE AND MAPLE STREET A DISTANCE SOUTH 70°09'44" WEST, 171.83 FEET (MEAS) MONUMENT TO MONUMENT AS SHOWN ON THE PARCEL MAP 8548 RECORDED IN BOOK 282, PAGE 25; THENCE ALONG SAID MONUMENT LINE SOUTH 70°09'44" WEST, 70.00 FEET; THENCE NORTH 19°50'48" WEST, 55.00 FEET TO THE NORTHERN LINE OF RAILROAD AVE; THENCE ALONG SAID NORTHERN LINE SOUTH 70°09'12" WEST, 65.25 FEET; THENCE SOUTH 70°09'12" WEST ALONG SAID NORTHERN LINE 19.40 FEET TO THE **TRUE POINT OF BEGINNING** THENCE CONTINUING ALONG SAID NORTHERN LINE SOUTH 70°09'12" WEST, 12.00 FEET; THENCE NORTH 19°50'48" WEST, 13.50 FEET; THENCE NORTH 70°09'12" EAST, 12.00 FEET; THENCE SOUTH 19°50'48" EAST, 13.50 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING AN AREA OF 162 SQ FT.

LICENSED LAND SURVEYOR
JOSEPH M. BRAJKOVICH
No. 5254
Exp. 12/31
STATE OF CALIFORNIA







DETAIL NTS

PLS SURVEYS, INC.
LAND & HYDROGRAPHIC SURVEYORS
2220 Livingston Street, Suite 202
Oakland, California 94606-5203
510.261.0900 FAX 510.261.3303
e-mail: plssurv@pacbell.net

EXHIBIT "B" UTILITY EASEMENT
PLAT TO ACCOMPANY
LEGAL DESCRIPTION

LIVERMORE CALIFORNIA

SCALE	1"=100'
DATE	08/03/10
BY	JMB
JOB NO.	10040

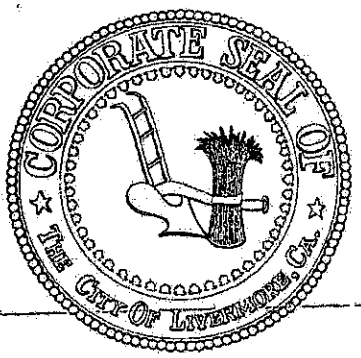
STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On October, 25, 2010 before me, SUSAN NEER, CITY CLERK,

personally appeared Marshall Kamena, O.D., Chairman of the Redevelopment Agency of the City of Livermore, 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 Susan Neer

704-05/ DEED

RECORDING REQUESTED BY
AMERICAN TITLE

29

Recording Requested By:
0129-594621

County of Alameda Public Works Agency
Real Estate Division

And When Recorded Mail To:

City of Livermore
Economic Development Department
1052 S. Livermore Avenue
Livermore, CA 94550-4899

Documentary Transfer Tax $ Exempt
County of Alameda
By: _____
City of Livermore

2002587326 12/16/2002 08:30 AM
OFFICIAL RECORDS OF RECORDING FEE: 0.00
ALAMEDA COUNTY
PATRICK O'CONNELL
9 PGS

Space Above This Line For Recorder's Use

GRANT DEED

The COUNTY OF ALAMEDA, a political subdivision of the State of California, GRANTOR,

does hereby GRANT and CONVEY unto the

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, a body politic, GRANTEE,

all that certain real property designated as "No. 35701" and described in Alameda County Board of Supervisors' Resolution No. R-2003-176, adopted October 22, 2002, a certified copy of which is attached hereto and is a part hereof, and under the terms and conditions therein set forth.

IN WITNESS WHEREOF, this document is duly executed, pursuant to said resolution.

Dated: October 22, 2002

COUNTY OF ALAMEDA

By: _____
Scott Haggerty, President
The Board of Supervisors

No. 35701
Map: J-47-1

STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

On this 22nd day of October, 2002, before me, Crystal K. Hishida, Clerk of the Board of Supervisors of the County of Alameda, State of California, personally appeared Scott Haggerty, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year in this certificate first above written.

CRYSTAL K. HISHIDA, Clerk
The Board of Supervisors of the
County of Alameda, State of California

Approved as to Form
RICHARD E. WINNIE, County Counsel
By _____ Deputy

THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

RESOLUTION NUMBER: R-2003-176

FIND A COUNTY-OWNED REAL PROPERTY TO BE SURPLUS AND AUTHORIZE AND APPROVE THE SALE OF SAID PROPERTY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE FOR $873,000.00; EXECUTE GRANT DEED, SET TERMS AND CONDITIONS OF SALE; DEPOSIT PROCEEDS FROM SALE.

WHEREAS, the County of Alameda, a political subdivision of the State of California, is the fee simple owner of that certain real property located at 2418 Railroad Avenue in the City of Livermore, said parcel of real property being more particularly designated and described as:

FOR DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
(No. 35701)

AND WHEREAS, said real property was acquired by the County of Alameda through its Road fund for its present use as a parking lot that serves the Altamont Commuter Express (ACE) downtown Livermore train station; and

WHEREAS, the Redevelopment Agency of the City of Livermore, as part of its downtown Livermore redevelopment project, will be building a parking structure on the aforesaid real property that will serve both the ACE train station and other developments in the surrounding area thereby making the real property described in Exhibit "A" no longer required by the County for highway uses; and

WHEREAS, the Redevelopment Agency of the City of Livermore has offered to purchase said real property for the sum of Eight Hundred Seventy-Three Thousand and 00/100 Dollars ($873,000.00), which is the fair market value thereof;

NOW, THEREFORE, BE IT RESOLVED, that this Board does and it hereby finds and determines that the real property described in Exhibit "A" is no longer required for highway purposes and is not suitable for a non-motorized transportation facility; and

BE IT FURTHER RESOLVED, that the President of this Board of Supervisors be and he is hereby authorized to execute a Grant Deed on behalf of the County of Alameda, a political subdivision of the State of California, GRANTOR, conveying the parcel of real property described in Exhibit "A" to the Redevelopment Agency of the City of Livermore, a body politic, GRANTEE; and

BE IT FURTHER RESOLVED, that said Grant Deed shall be executed under the following terms and conditions to wit:

1. The purchase price is $873,000.00.

2. GRANTOR shall pay no fees, charges or transfer taxes of any kind in connection with the sale of said real property.

3. The property is sold "as is".

AND BE IT FURTHER RESOLVED, that upon execution, said Grant Deed shall be forwarded to the Director of Public Works to be delivered to the GRANTEE upon receipt from GRANTEE of the purchase price; and

BE IT FURTHER RESOLVED, that GRANTEE's acceptance of the Grant Deed hereinbefore authorized shall constitute acceptance of the terms and conditions hereinabove set forth; and

BE IT FURTHER RESOLVED, that the proceeds from said sale shall be deposited in County of Alameda Fund 21200, ORG 270401 (Road Department), Account 470110, Sale of Land, Program 00000.

Altamont Pass Transportation Corridor
No. 35701
Map: J-47-1

EXHIBIT "A"

COUNTY OF ALAMEDA DESCRIPTION

ALTAMONT PASS TRANSPORTATION CORRIDOR
(Downtown Livermore Rail Station)

Real Property to be conveyed to the Redevelopment Agency of the City of Livermore, a body politic.

Map: J-47-1 No. 35701
APN: 098-0260-017-02 (All) July 18, 1997

All that certain real property situated in the City of Livermore, County of Alameda, State of California, described as follows:

Parcel 1:

Beginning at a point on the direct extension northeasterly of the southeastern line of Oak Street, distant thereon North 69° 38' East, one hundred and sixty feet from the intersection thereof with the northeastern line of North "I" formerly "I" Street, as said streets are shown on the map entitled, "Map of the Northern Addition to the town of Livermore" filed September 20, 1875, in Book 2 of Maps, at page 51, in the Office of the County Recorder of Alameda County (the bearing of said line of Oak Street being taken as North 69° 38' East for the purpose of making this description); running thence

North 69° 38' East along said line of Oak Street extended, one hundred seventeen and 62/100 feet;

thence leaving said line of Oak Street, South 33° 16' East, forty-nine and 09/100 feet to the most western corner of the land conveyed by the Roman Catholic Archbishop of San Francisco, to the Town of Livermore, by deed dated June 11, 1930, and recorded in Book 2395 of Official Records of Alameda County, at page 276;

thence South 46° 02' East along the southwestern line of said land conveyed to the Town of Livermore, one hundred thirteen and 33/100 feet to a line drawn parallel with said southeastern line of Oak street extended, and distant at right angles one hundred fifty feet southeasterly therefrom;

thence South 69° 38' West along said parallel line, ninety-seven and 67/100 feet to a line drawn parallel with said northeastern line of North "I" Street, and distant at right angles two hundred and forty feet northeasterly therefrom;

thence South 20° 22' East along the last drawn line, one hundred and fifty feet to a point on the northwestern line of Railroad Avenue, as said Avenue now exists, distance thereon North 69° 38' East, two hundred and forty feet from the intersection thereof with said northeastern line of North "I" Street;

thence South 69° 38' West along said northwestern line of Railroad Avenue, eighty feet;

thence leaving said line of Railroad Avenue, North 22° 22' West, three hundred feet to the Point of Beginning.

PARCEL 2:

Portion of Plot "D", as said plot is shown on the "Map of the Estate of A. S. Ladd", etc., filed October 31, 1882, in Book 244 of Deeds, at page 124, Alameda County Records, described as follows:

Beginning at a point on the northwestern line of Railroad Avenue, distant thereon 80 feet northeasterly from the northeastern line of North "I" Street;

running thence along said line of Railroad Avenue northeasterly 40 feet;

thence at right angles northwesterly, 300 feet, more or less, to the southeastern line of the Right of Way of the Western Pacific Railway Company;

thence at right angles southwesterly along the last named line, 40 feet;

and thence at right angles southeasterly, 300 feet, more or less, to the Point of Beginning.

PARCEL 3:

Portion of Plot "D" as said plot is shown on the "Map of the Estate of A. S. Ladd", etc., filed October 31, 1882, in Book 244 of Deeds, at page 124, in the Office of the County Recorder of Alameda County, described as follows:

Beginning at a point on the northwestern line of Railroad Avenue, distant thereon 120 feet northeasterly from the northeastern line of North "I" Street;

running thence along said line of Railroad Avenue northeasterly, 40 feet;

thence at right angles northwesterly, 300 feet, more or less, to the southeastern line of the Right of Way of the Western Pacific Railway Company;

thence at right angles southwesterly along the last named line, 40 feet;

and thence at right angles southeasterly, 300 feet, more or less, to the Point of Beginning.

Excepting from Parcels 1, 2 and 3, hereinabove described, that portion described in the Deed to the City of Livermore, a Municipal Corporation, recorded January 22, 1975, Reel 3860, Image 107, Series No. 75-8473, Official Records.

THE FOREGOING was **PASSED** and **ADOPTED** by the following vote of the Alameda County Board of Supervisors this 22nd day of October, 2002, to wit:

AYES: Supervisors Carson, Lai- Bitker, Miley, Steele & President Haggerty - 5

NOES: None

EXCUSED: None

Scott Haggerty

PRESIDENT, BOARD OF SUPERVISORS

ATTEST:
Crystal K. Hishida, Clerk
Board of Supervisors

By: Rosalinda R. Caballero
Deputy

File: **17359**
Agenda No: **55**
Document No: **R-2003-176**

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Crystal K. Hishida, Clerk
Board of Supervisors

By: Rosalinda R. Caballero
Deputy

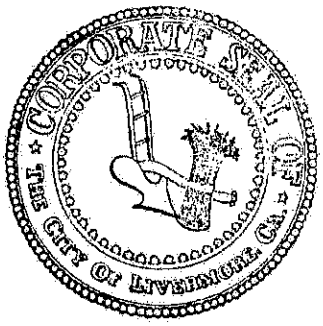
v:\agenda\forms\resobak.doc

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed (APN 098-0260-017-02-All) dated October 22, 2002, from the County of Alameda, to the Redevelopment Agency of the City of Livermore, is hereby accepted by the undersigned Secretary on behalf of the Redevelopment Agency of the City of Livermore pursuant to authority conferred by Resolution No. RA-3-89 of the Redevelopment Agency adopted on January 23, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: December 12, 2002

Alice Calvert, Secretary
Livermore Redevelopment Agency
1052 South Livermore Avenue
Livermore, CA 94550



IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION APPROVING AND AUTHORIZING PURCHASE OF LAND, ACCEPTANCE OF GRAND DEED AND APPROPRIATION OF FUNDS
(2418 Railroad Avenue – APN #098-0260-017-02 - $873,000)

The Redevelopment Agency has been negotiating to purchase property commonly known as 2418 Railroad Avenue, APN #098-0260-017-02, which is owned by Alameda County. The Agency seeks to acquire this parcel for the Livermore Valley Center (LVC) Project for the Phase I Parking Garage.

Now, therefore, the Redevelopment Agency of the City of Livermore finds and resolves that:

1. Purchase of the property located at 2418 Railroad Avenue, APN #098-0260-017-02 is approved.

2. Acceptance of the Grant Deed from Alameda County is approved.

3. Appropriation of funds in the amount of $873,000 from the Agency's Tax Allocation Bond Fund for purchase of the subject property is approved.

4. The Chairperson of the Redevelopment Agency is authorized to sign all related documents.

APPROVED AS TO FORM

GENERAL COUNSEL

On motion of Agency Member Vargas, seconded by Agency Member Reitter, the foregoing action was taken on this 25 day of November, 2002, by the following vote:

AYES: AGENCYMEMBERS Beeman, Dietrich, Reitter, Vargas, Chairperson Kamena
NOES: AGENCYMEMBERS None
ABSENT: AGENCYMEMBERS None

Marshall Kamena

CHAIRPERSON, REDEVELOPMENT AGENCY
OF THE CITY OF LIVERMORE, CALIFORNIA

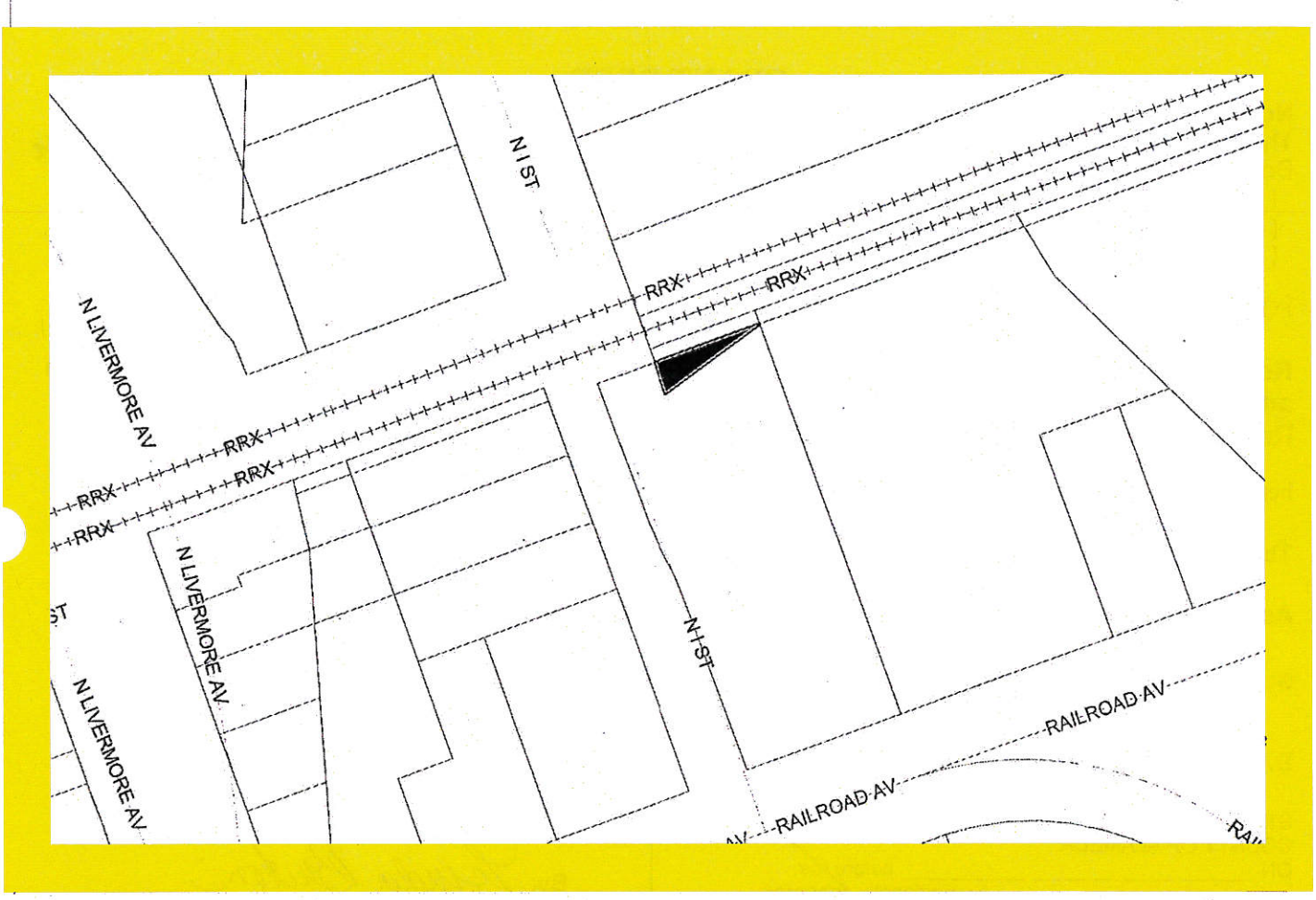
ATTEST:

SECRETARY 11/25/02

RESOLUTION NO. RA-2002-24

City of Livermore, CA APN: 098-0260-018-04 ADDRESS: Railroad Ave

(Property was APN 098-0260-018-01 at time aqcuired)



SCALE 1 : 1,300

100 0 100 200 300

FEET

N

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089532 03/23/2011 04:17 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

6 PGS

cc: HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 098-0260-18-04, 098-0280-001-02,
098-0280-008-08 and 098-0280-008-03

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title

[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a public body corporate and politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as Redevelopment Agency of the City of Livermore, a public body corporate and politic

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

Assessor's Parcel Nos. 098-0260-018-04, 098-280-001-02, 098-0280-008-08 and 098-0280-008-03,

subject to the covenants and restrictions in Exhibit "A" attached hereto.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

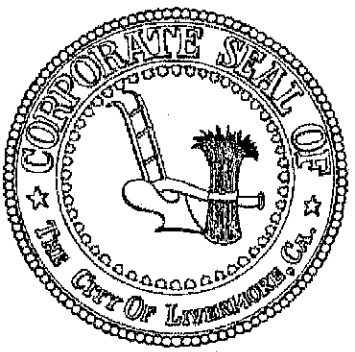
STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

EXHIBIT "A"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 098-0260-018-04, 098-0280-001-02, 098-0280-008-08 and 098-0280-008-03) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

ASSESSOR'S MAP 98

Code Area Nos. 16-001
16-023

260 Scale: 1" = 100'

(A) MAP OF THE ESTATE OF A. S. LADD. (Bk. 244d. Pg. 124)

(B) *Subdivision Map of Plot C- Ladd Estate* (Bk. 4 Pg. 26)

(C) Portion of Sec. 9, T3S, R2E.

(D) P.M. 234 (Bk. 54 Pg. 11)

Drn. 6-28-62 A.Y.
Corrected: 3-21-83 RG
12-27-04 LL 6-4-86 BV
3-10-06 RP. 5-1-90 JT
9-07-90 CSL.
12-03-91 CSL.
12-30-93 CSL.
2-25-03 CSL.
4-29-04 CSL.

HPN-22-6

ACM 49

RECORDING REQUESTED BY:

REDEVELOPMENT AGENCY OF
THE CITY OF LIVERMORE

WHEN RECORDED MAIL TO:

David W. Skinner, Esq.
Meyers, Nave, Riback, Silver & Wilson
777 Davis Street, Suite 300
San Leandro, CA 94577

No fee required Govt. Code § 27383

2005217831 05/26/2005 02:53 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

13 PGS

This Space for Recorder's Use Only

APN: 098-0280-008-03, 098-0280-008-05,
098-0280-001; 098-0280-002-01,
098-0260-018-01

EXEMPT FROM RECORDING FEES pursuant to Government Code §27383, which reads: "No fee shall be charged by the recorder for services rendered to the State, to any municipality, county in the State or other political subdivision thereof, except for making a copy of a paper or record."

Redevelopment Agency of the City of Livermore v. Union Pacific, et al.

Alameda County Superior Court Case No. 2002 067862

TITLE OF DOCUMENT

FINAL ORDER OF CONDEMNATION

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code § 27361.6)
(Additional recording fee applies)

DAVID W. SKINNER, SBN: 146285
JAMES H. DUNCAN, JR., SBN: 142039
KEVIN K. FRANK, SBN: 191564
MEYERS, NAVE, RIBACK, SILVER & WILSON
A Professional Law Corporation
777 Davis Street, Suite 300
San Leandro, CA 94577
Telephone: (510) 351-4300
Facsimile: (510) 351-4481

Attorneys for Plaintiff
REDEVELOPMENT AGENCY
OF THE CITY OF LIVERMORE,
a public body corporate and politic,

ENDORSED
FILED
ALAMEDA COUNTY

MAY 22 2003

CLERK OF THE SUPERIOR COURT
By GLORIA J. AN MATHEWS
Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, a public body corporate and politic, Plaintiff, v. UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, formerly known as Southern Pacific Transportation Company, and DOES I through XXV, inclusive, Defendants. /	**CASE NO: 2002-067862** **FINAL ORDER OF CONDEMNATION** **APNs: 098-0280-008-03** **098-0280-008-05** **098-0280-001** **098-0280-002-01** **098-0260-018-01** **Unlimited Civil Action** **Complaint Filed: October 7, 2002** **Trial Date: Not Assigned**

IT APPEARING, and the Court finding, that the award set forth in the Judgment of Condemnation for the taking of the real property described in Exhibit A, attached hereto, to wit: TWO HUNDRED SEVEN THOUSAND DOLLARS ($207,000) including statutory interest and costs, is full and just compensation for the taking of said property, and the Court being fully informed and good cause appearing therefor,

/ / / / /

/ / / / /

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that upon recordation of this Final Order of Condemnation, the fee simple title to the subject property will vest in Plaintiff THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE free and clear, and discharged of all liens and claims of every kind whatsoever.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the public interest and necessity require the acquisition of the fee simple title in said real property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the subject property is situated in the County of Alameda, State of California, and more particularly described in Exhibit A, attached hereto and incorporated herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment be entered in favor of Plaintiff THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, and against Defendant UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, formerly known as SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, herein on the First Amended Complaint.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the State Treasury Condemnation Fund draw a warrant in the amount of TWO HUNDRED SEVEN THOUSAND DOLLARS ($207,000) payable to UNION PACIFIC RAILROAD COMPANY, and mailed said warrant to Defendant UNION PACIFIC RAILROAD COMPANY in care of David Thatcher, Senior Real Estate Manager, Union Pacific Railroad Company, 1800 Farnum, Omaha, Nebraska 68102.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the State Treasury Condemnation Fund draw a warrant in the remaining amount of ONE THOUSAND FOUR HUNDRED DOLLARS ($1,400), plus any interest accrued to date, payable to THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, and mailed to Plaintiff in care of its attorneys, James H. Duncan, Jr., MEYERS NAVE RIBACK SILVER & WILSON, 555 12th Street, Suite 1500, Oakland, California 94607.

/////

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all ad valorem real property taxes and any penalties and costs thereon pertaining to the property described in Exhibit A of the Stipulation and Order for Judgment in Condemnation and Final Order of Condemnation shall be canceled as of November 27, 2002, pursuant to Sections 4986, 5082, 5085 and 5086 of the Revenue and Taxation Code.

IT IS SO ORDERED.

Dated: MAY 22 2003

STEVEN A. BRICK

JUDGE OF THE SUPERIOR COURT

Redevelopment Agency of the City of Livermore v. Union Pacific
Alameda County Superior Court No. 2002 067862

TRW-REDI
1-800-345-7334

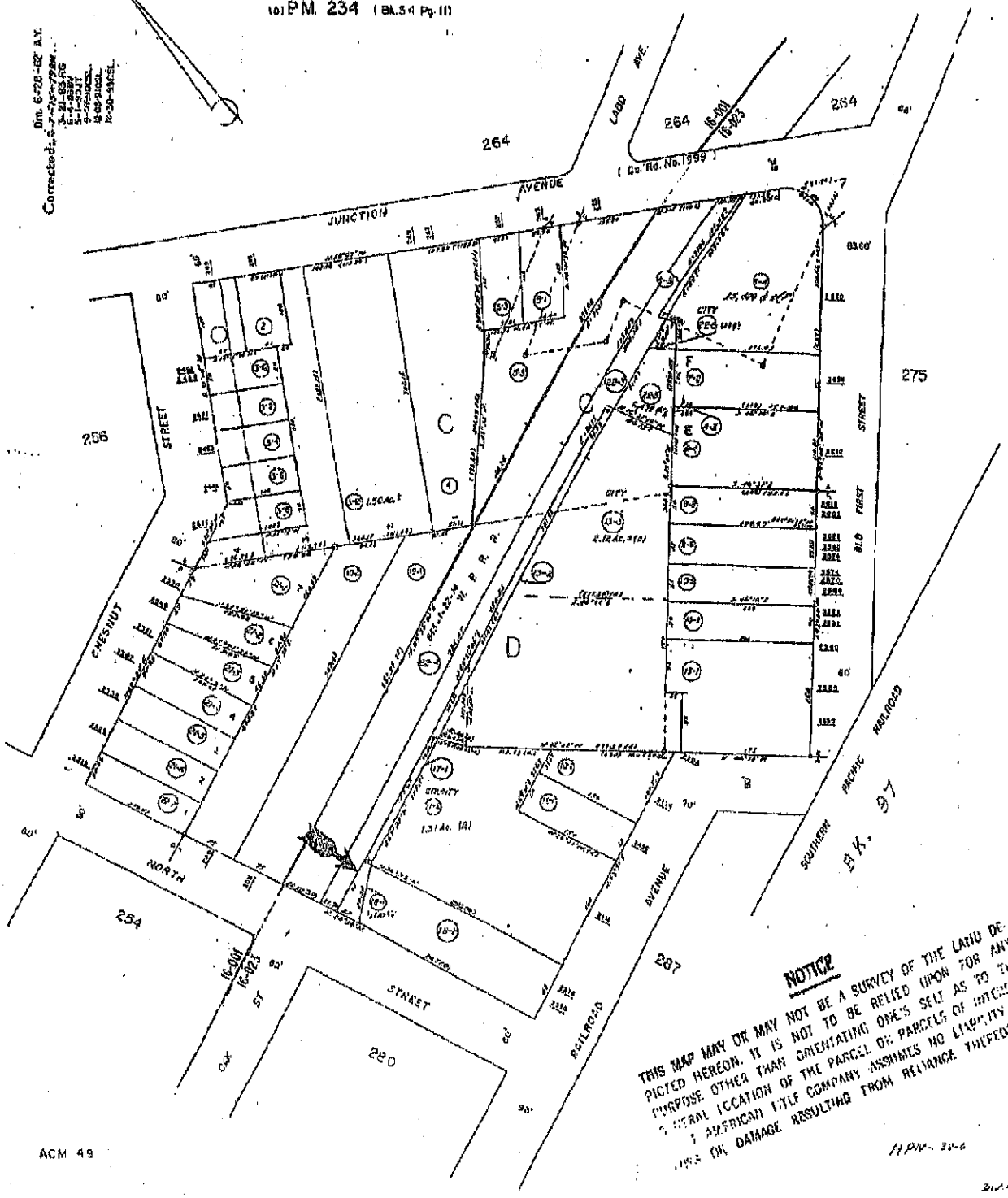
SCALE IN 1/10 OF AN INCH

ASSESSOR'S MAP 98

Code Area Nos. 16-001
16-023

260 Scale: 1" = 100'

(a) MAP OF THE ESTATE OF A. S. LADD, (Bk. 2444 Pg. 124)
(b) Subdivision Map of Plat C- Ladd Estate (Bk. 4 Pg. 26)
(c) Portion of Sec. 9, T3S, R2E.
(d) P.M. 234 (Bk. 54 Pg. 11)



NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE THEREON.

TRW-REDI
1-800-345-7334

SCALE IN 1/10 OF AN INCH

Code Area No. 16-023

ASSESSOR'S MAP 98

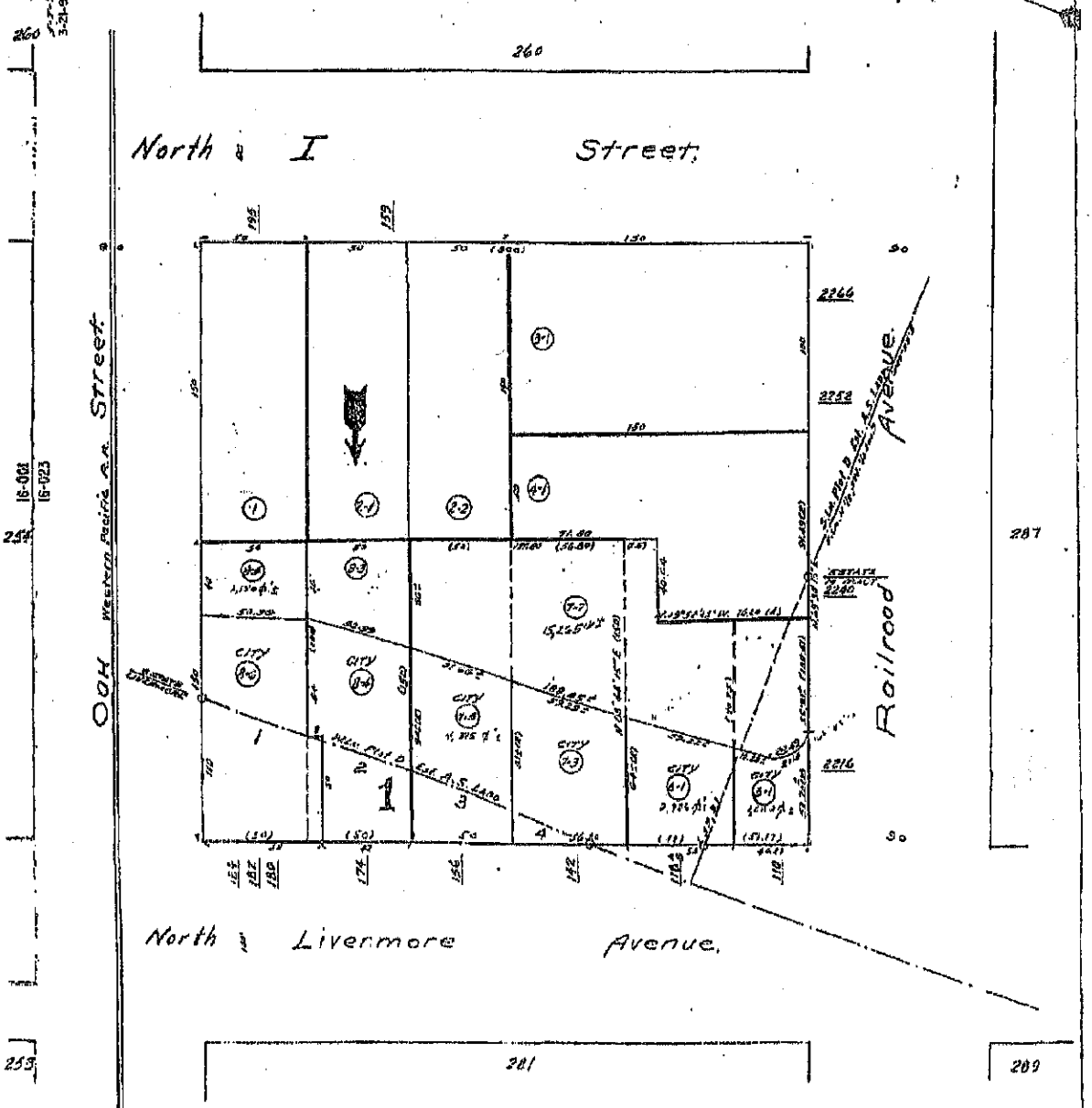
280

Map of the Northern Addition to the Town of Livermore. (1878) (Bk 2 Pg. 51)

Plot D ~~Map of the Estate of A.S. Ladd~~ (Bk. 244 R. Pg. 124)

Map of the McLeod Tract (Bk. 6 Pg. 2)

Scale 1in = 40ft



NOTICE

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ACM 49

TRW-REDI
1-800-345-7334

SCALE IN 1/10 OF AN INCH

Code Area No. 15-025

ASSESSOR'S MAP 98

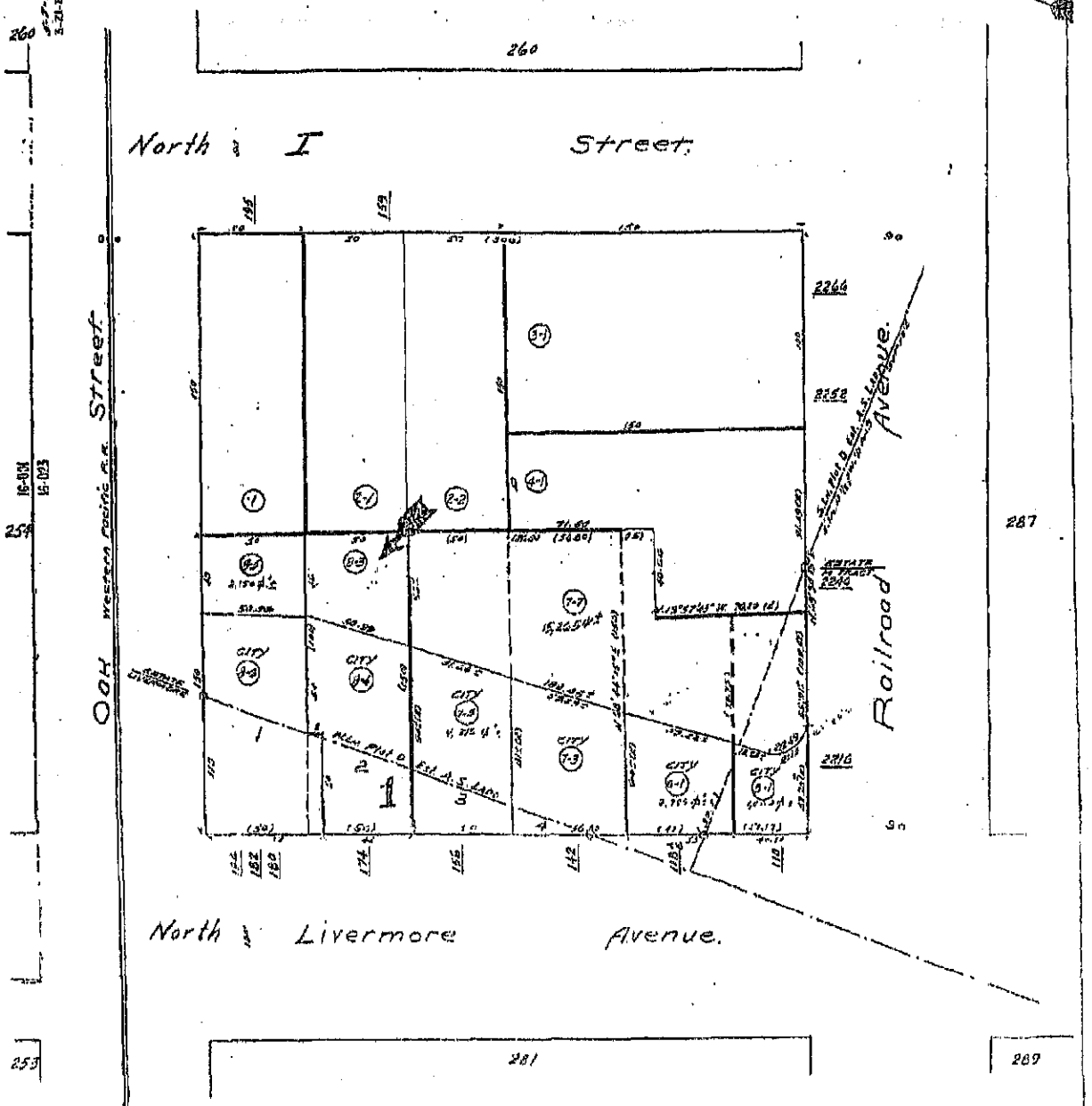
280

Map of the Northern Addition to the Town of Livermore. (1875) (Bk 2 Pg. 51)

Plot D

Map of the McLeod Tract. (Bk. 4 Pg. 2)

Scale 1in=40ft



NOTICE

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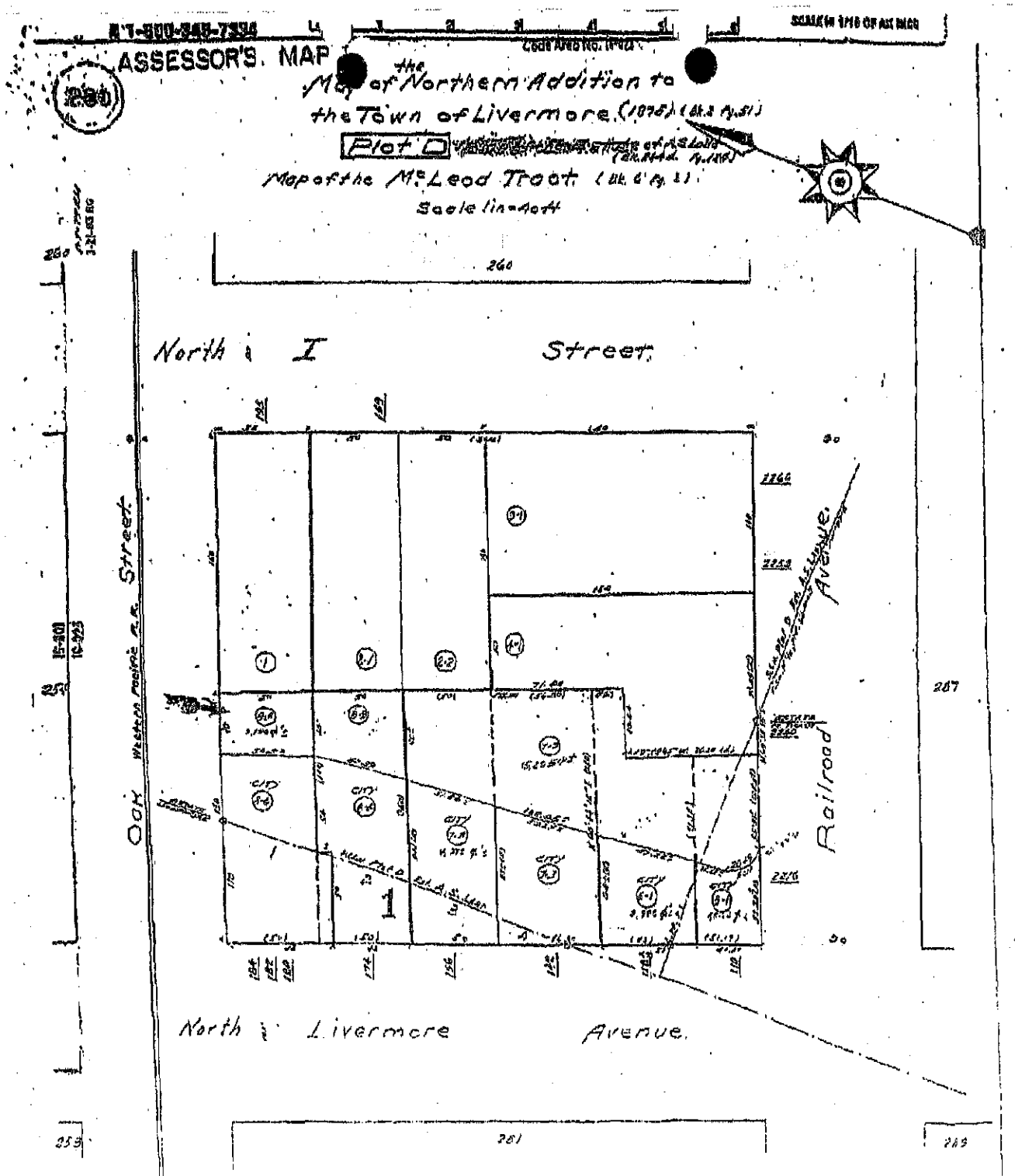
ACM 49

Order: 592882 TOF: PW AL Bk-Pg 98 - 280 Sht 1 of 1



NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE [illegible]

Order 592[illegible] TOF PW AL Bk-Pg 98 - 260 Sht 1 of 1

SUPERIOR COURT OF CALIFORNIA
COUNTY OF [illegible]
The foregoing document is a true and
correct copy of the original
[illegible]

ATTEST MAY 22 200[illegible]

CLERK OF THE SUPERIOR COURT

By [illegible]
Deputy

SUBSTITUTION OF LEGIBLE ORIGINAL DOCUMENT
(Government Code Section 27361.7)

I DECLARE UNDER PENALTY OF PERJURY THAT THIS HANDWRITTEN / TYPEWRITTEN LEGIBLE COPY IS TRUE COPY OF THE ORIGINAL PAGE(S)

DATE: 10/13/03 SIGNATURE John McBride

PROPERTY DESCRIPTION
PROPOSED PARCEL 2
(CITY OF LIVERMORE LOT LINE ADJUSTMENT NO. _____)

REAL PROPERTY IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING A PORTION OF PLOT "D" OF THE SUBDIVISION OF THE A.S. LADD ESTATE FILED IN BOOK 244D OF MAPS AT PAGE 124, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF NORTH "I" STREET (80.00 FEET WIDE), DISTANT THEREON SOUTH 20°30'00" EAST 10.00 FEET FROM THE SOUTH LINE OF OAK STREET (80.00 FEET WIDE); THENCE NORTH 69°28'00' EAST 80.00 FEET; THENCE SOUTH 20°30'00" EAST 290.05 FEET TO THE NORTH LINE OF RAILROAD AVENUE (90.00 FEET WIDE); THENCE SOUTH 69°30'00" WEST 80.00 FEET TO SAID EAST LINE OF NORTH "I" STREET; THENCE NORTH 20°30'00" WES~ 290.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.53 ACRES MORE OR LESS.
END OF DESCRIPTION

A PLAT LABELED "PROPOSED PARCEL 2" SHOWING THE ABOVE DESCRIBED AREA IS ATTACHED HERETO AND MADE A PART HEREOF.

_____
David F. Yarrington P.L. S 5996
Expires 12-31-2004

DATE: March 26, 2003
DEA Job No. LIVR0000-005

Exhibit A

SUBSTITUTION OF LEGIBLE ORIGINAL DOCUMENT
(Government Code Section 27361.7)

I DECLARE UNDER PENALTY OF PERJURY THAT THIS HANDWRITTEN / TYPEWRITTEN LEGIBLE COPY IS TRUE COPY OF THE ORIGINAL PAGE(S)

DATE: 10-13-03 SIGNATURE

PROPERTY DESCRIPTION
CITY OF LIVERMORE'S REMAINING PARCEL ON OAK STREET
BETWEEN NORTH LIVERMORE AVENUE AND NORTH I STREET

REAL PROPERTY IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING LOT 11 AND A PORTION OF LOTS 1, 2, AND 12 OF BLOCK 1 AS SHOWN ON THE "MAP OF THE NORTHERN ADDITION TO THE TOWN OF LIVERMORE SURVEYED FOR ALEX'R ESDON JULY 1875, W.F. BOARDMAN, C.E." FILED SEPTEMBER 20, 1875 IN BOOK 2 OF MAPS AT PAGE 51, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE ALONG THE EAST LINE OF SAID LOT 12, SOUTH 20°30'00" EAST 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING, SOUTH 20°30'00" EAST 90.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 69°30'00" WEST 206.00 FEET TO THE SOUTHWEST CORNER OF PARCEL 24B AS DESCRIBED IN THE GRANT DEED FROM THE CITY OF LIVERMORE TO SOUTHERN PACIFIC TRANSPORTATION COMPANY RECORDED FEBRUARY 16, 1979 AS INSTRUMENT NO. 79-030431, ALAMEDA COUNTY RECORDS; THENCE NORTH 9°11'24" WEST 50.99 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 24B; THENCE ALONG THE WEST LINE OF PARCEL 23B AS DESCRIBED IN SAID GRANT DEED NO. 79-030431, NORTH 13°39'26" WEST 40.29 FEET TO A POINT 10.00 FEET DISTANT TO, MEASURED AT RIGHT ANGLES, THE NORTH LINE OF SAID LOT 1; THENCE ALONG A LINE PARALLEL WITH AND 10.00 DISTANT TO SOUTHERLY SAID NORTH LINE OF LOTS 1 AND 12, NORTH 69°30'00" EAST 191.20 FEET TO THE POINT OF BEGINNING.

END OF DESCRIPTION.

_____
David F. Yarrington P.L. S 5996
Expires 12-31-2004

DATE: _____
DEA Job No. LIVR0000-005

Exhibit B

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN LAND AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

LIVERMORE VALLEY CENTER PROJECT

Assessor's Parcel Nos: 098-0280-008-03, 098-0280-008-05,
098-0280-001, 098-0280-002-01, 098-0260-018-01
(LVC Parcels 16, 17, 18, 19, and 24)

IT IS RESOLVED by the Redevelopment Agency of the City of Livermore, Livermore, California, as follows:

WHEREAS, it is desirable and necessary for the Redevelopment Agency of the City of Livermore to acquire the fee simple title in and to real property more particularly described in Exhibit "A," attached hereto and made a part hereof by reference, for redevelopment purposes in connection with the above-captioned Project. The name and address of the owner who has interests to be acquired is as follows:

Union Pacific Railroad
c/o Lisa Burnside
Real Estate Manager
1800 Farnam
Omaha, Nebraska 68102

WHEREAS, the Redevelopment Agency of the City of Livermore is vested with the power of eminent domain to acquire said leasehold interests by virtue of Article 1, Section 19, of the Constitution of the State of California, Section 33391 of the Health and Safety Code of the State of California and Sections 1240.050, 1240.010, 1240.110, 1240.120 and 1240.610 of the Code of Civil Procedure of the State of California; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California, notice has been duly given to the owners of the subject property and whose names and addresses appear on the last Alameda County equalized assessment roll, all of whom have been given a reasonable opportunity to appear and be heard before the Redevelopment Agency of the City of Livermore on the following matters:

(a) Whether the public interest and necessity require the Project;

(b) Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c) Whether the interests sought to be acquired are necessary for the Project; and

(d) Whether the offer to purchase required by Government Code section 7267.2 has been submitted to the owners of the real property interests.

WHEREAS, pursuant to the provisions of Section 7267.2 of the Government Code of the State of California, the Redevelopment Agency of the City of Livermore has made an offer to the owner of subject property for just compensation;

NOW, THEREFORE, IT IS FOUND, DETERMINED, AND ORDERED as follows:

1. The public interest and necessity require the Project;
2. The Project is planned and located in the manner which will be most compatible with the greatest public good and the least private injury;
3. The property interests sought to be acquired are necessary for the project;
4. The offer required by section 7267.2 of the Government Code of the State of California has been made to the owners of subject property;
5. The Project herein is consistent with the land uses analyzed in the Final Environmental Impact Report on the Livermore Redevelopment Plan and the Urban Design Plan (certified by the City Council in August 1992), and

the Addendum to the Final Environmental Impact Report on the Livermore Redevelopment Strategy and Urban Design Plan (certified by the City Council in September 1998).

6. The City Attorney of the City of Livermore or his duly authorized designee be, and he is hereby authorized and directed to institute and conduct to conclusion an action in eminent domain for the acquisition of the estates and interests aforesaid and to take such action as he may deem advisable or necessary in connection therewith;

7. An order for prejudgment possession may be obtained in said action and a warrant issued to the State Treasury Condemnation Fund, in the amount determined by the Court to be do deposited, as a condition to the right of immediate possession.

APPROVED AS TO FORM

Daniel S. Rodegan

GENERAL COUNSEL

On motion of Agency Member Vargas, seconded by Agency Member Beeman, the foregoing action was taken on this 23 day of September, 2002, by the following vote:

AYES: AGENCYMEMBERS Beeman, Dietrich, Reitter, Vargas, Chairperson Kamena

NOES: AGENCYMEMBERS None

ABSENT: AGENCYMEMBERS None

Marshall Kamena

CHAIRPERSON, REDEVELOPMENT AGENCY
OF THE CITY OF LIVERMORE, CALIFORNIA

ATTEST:

Julie Mitchell, Deputy

SECRETARY

BB S:\AGENDA\09-23\Union Pacific.DOC

EXHIBIT A TO UNION PACIFIC RESOLUTION

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

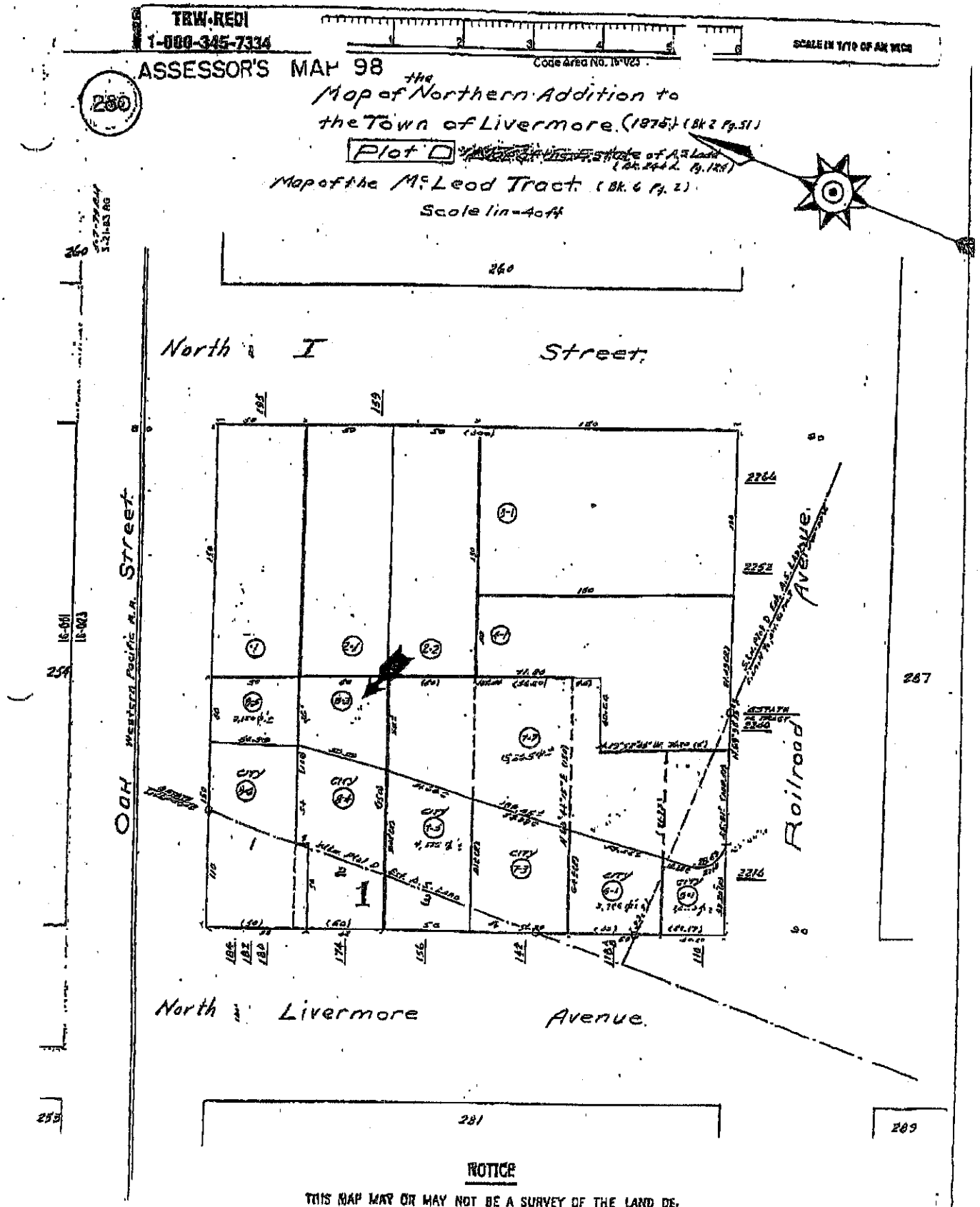
A portion of that certain parcel of land described in the Deed of joint tenancy, recorded June 7, 1962, Reel 602, Image 197 (AT/76586), Alameda County Records, more particularly described as follows:

Commencing at the westernmost corner of said parcel of land herein referred to, said point being 58 feet southeasterly along the northeastern boundary line of Livermore Avenue from the southeastern boundary line of Oak Street; thence northeasterly at right angles to the aforesaid northeastern boundary line of Livermore Avenue 50 feet; thence at right angles to the left 8 feet; thence at right angles to the right 54.00 feet to the true point of beginning; thence northeasterly along the prolon portion of last said line 46.00 feet; thence at right angles to the right 50 feet along the easterly boundary line of said parcel of land; thence at right angles to the right and parallel with said southeastern boundary line of Oak Street, 56.00 feet; thence to the right through an angle of 101° 18' 35.7", a distance of 50.99 feet to the true point of beginning.

A.P. No.: 098-0280-008-03

*****

EXHIBIT A



NOTICE

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LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

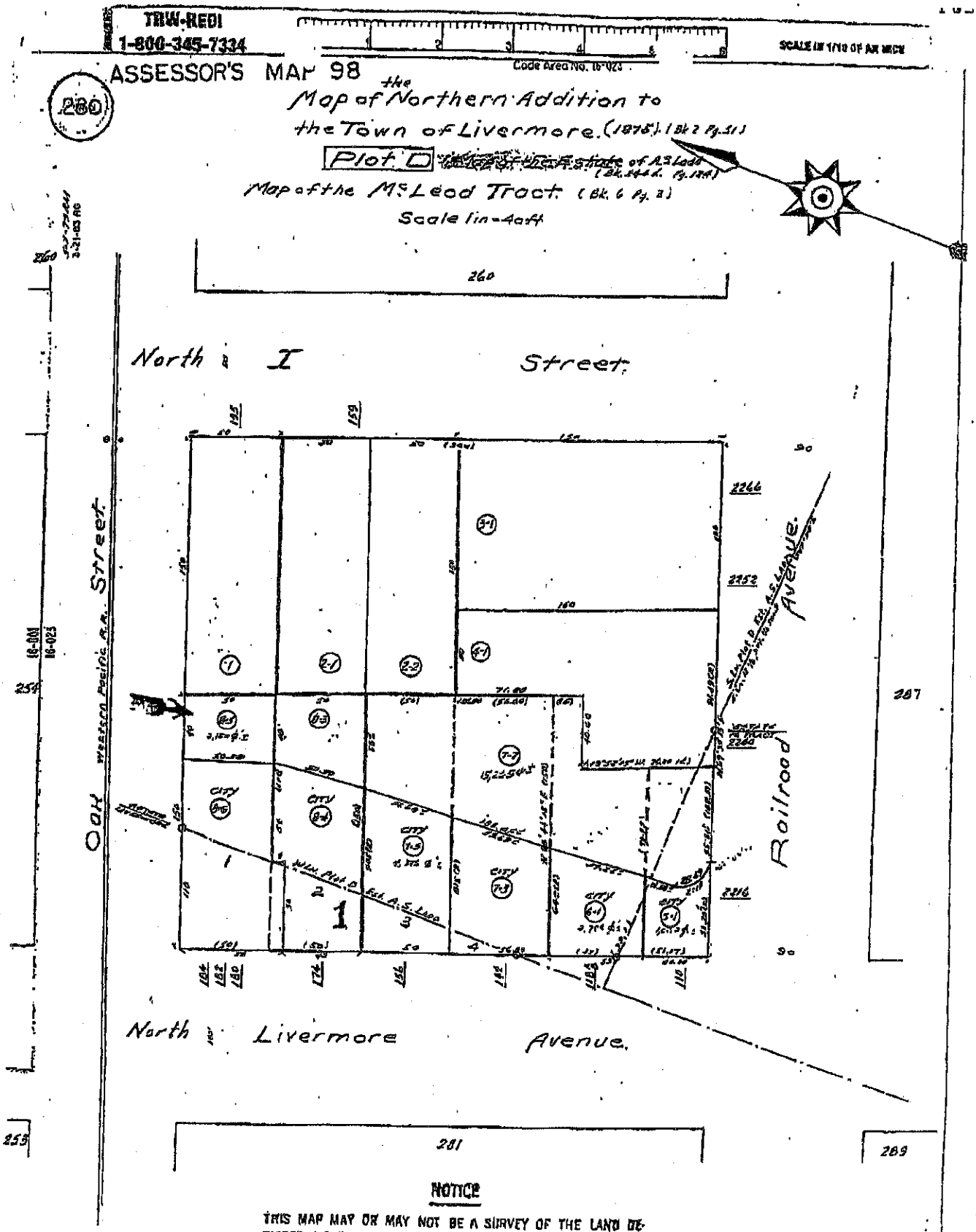
A portion of that certain parcel of land described in the deed to the City of Livermore, recorded April 21, 1975, Reel 3939, OR., Image 538, Alameda County Records, more particularly described as follows:

A portion of Lot 1, Block 1, "Map of the Northern Addition to the Town of Livermore", filed September 20, 1875, Map Book 2, Page 51, Alameda County Records, described as follows: COMMENCING at the intersection of the Northeastern line of Livermore Avenue with the Southeastern line of Oak Street as said Streets are shown on the Map herein referred to; thence Easterly along the Southeastern line of Oak Street 110.00 feet to the TRUE POINT OF BEGINNING; thence, continuing along said Southeastern line of Oak Street, 40.00 feet; thence at right angles to the right 50.00 feet; thence at right angles to the right 46.00 feet; thence to the right through an angle of 96° 50' 34" 50.36 feet to the Point of Beginning.

A.P. No.: 098-0280-008-05

*****

EXHIBIT A



NOTICE

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LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

Beginning at a point on the Southeasterly line of Oak Street projected in a right line Northeasterly from the Western boundary line of Section 9, Township 3 South, Range 2 East, Mount Diablo Base and Meridian, a distance of 228.84 feet; thence at right angles to said line so projected Southeasterly 50 feet; thence at right angles Northeasterly 150 feet to the point of beginning.

Being Lot 12, in Block 1, as said Lot and Block are shown on the "Map of the Northern Addition to the Town of Livermore, Surveyed for Alexander Esdon, July, 1875, W. F. Boardman, C.E.", filed in the office of the County Recorder of Alameda County, on September 20, 1875 and being Lot 12 in Block A of the O'Leary Tract as surveyed by George L. Nusbaumer, County Surveyor.

A.P. No.: 098-0280-001

*****

EXHIBIT A

TRW-REDI
1-800-345-7334

SCALE IN 1/10 OF AN INCH

ASSESSOR'S MAP 98

Code Area No. 16-023

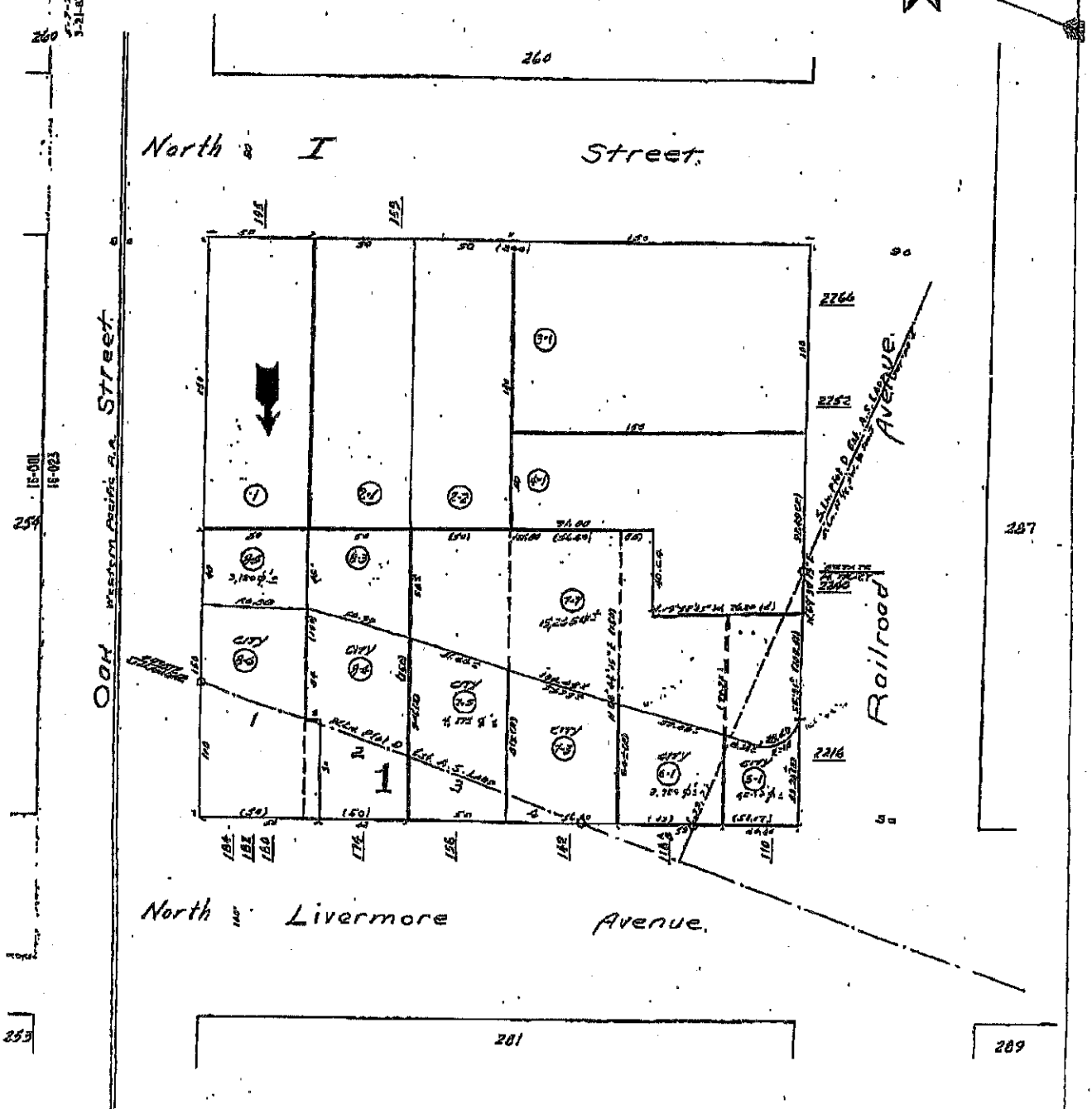
280

Map of the Northern Addition to the Town of Livermore. (1875) (Bk 2 Pg. 51)

Plot D [illegible] of A.S. Ladd (Bk. 244 d. Pg. 126)

Map of the McLeod Tract. (Bk. 6 Pg. 2)

Scale 1in = 40ft



NOTICE

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Order: 502884 TOF: [illegible]

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

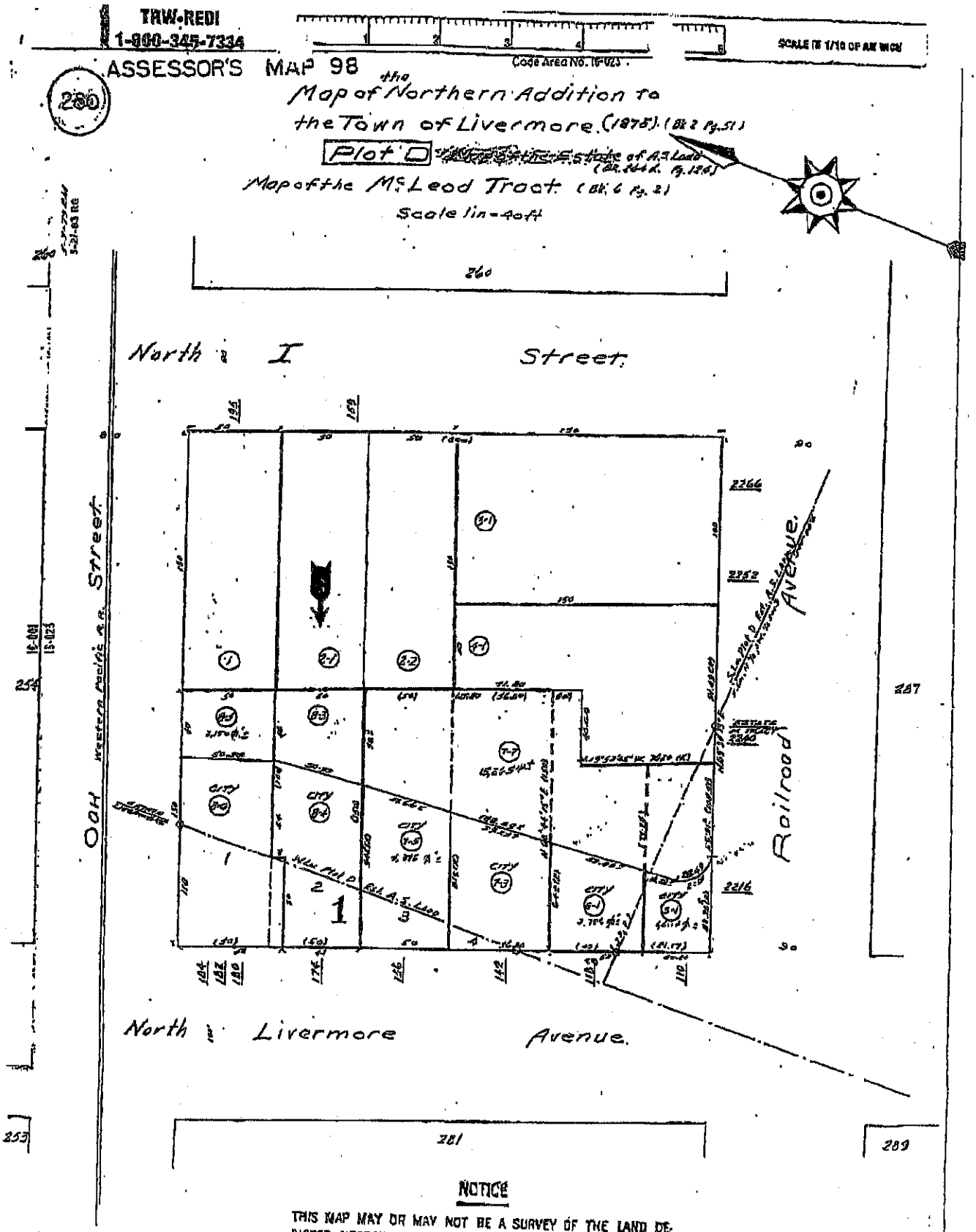
A portion of that certain parcel described in the deed recorded March 29, 1932, Book 2813, Page 28, (CC-16193), Alameda County Records, described as follows:

Beginning at the Northernmost corner of that certain parcel herein referred to, said corner being 50 feet southerly along the Westerly boundary line of North "I" Street from the southerly boundary line of Oak Street, thence Southerly along the prolongation of said Westerly boundary line 50 feet; thence at right angles to the right 150 feet; thence at right angles to the right along the Westerly boundary line of said parcel 50 feet; thence at right angles to the right along the Northerly boundary line of said parcel 150 feet to the point of beginning.

A.P. No.: 098-0280-002-01

*****

EXHIBIT A



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ACM 43

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

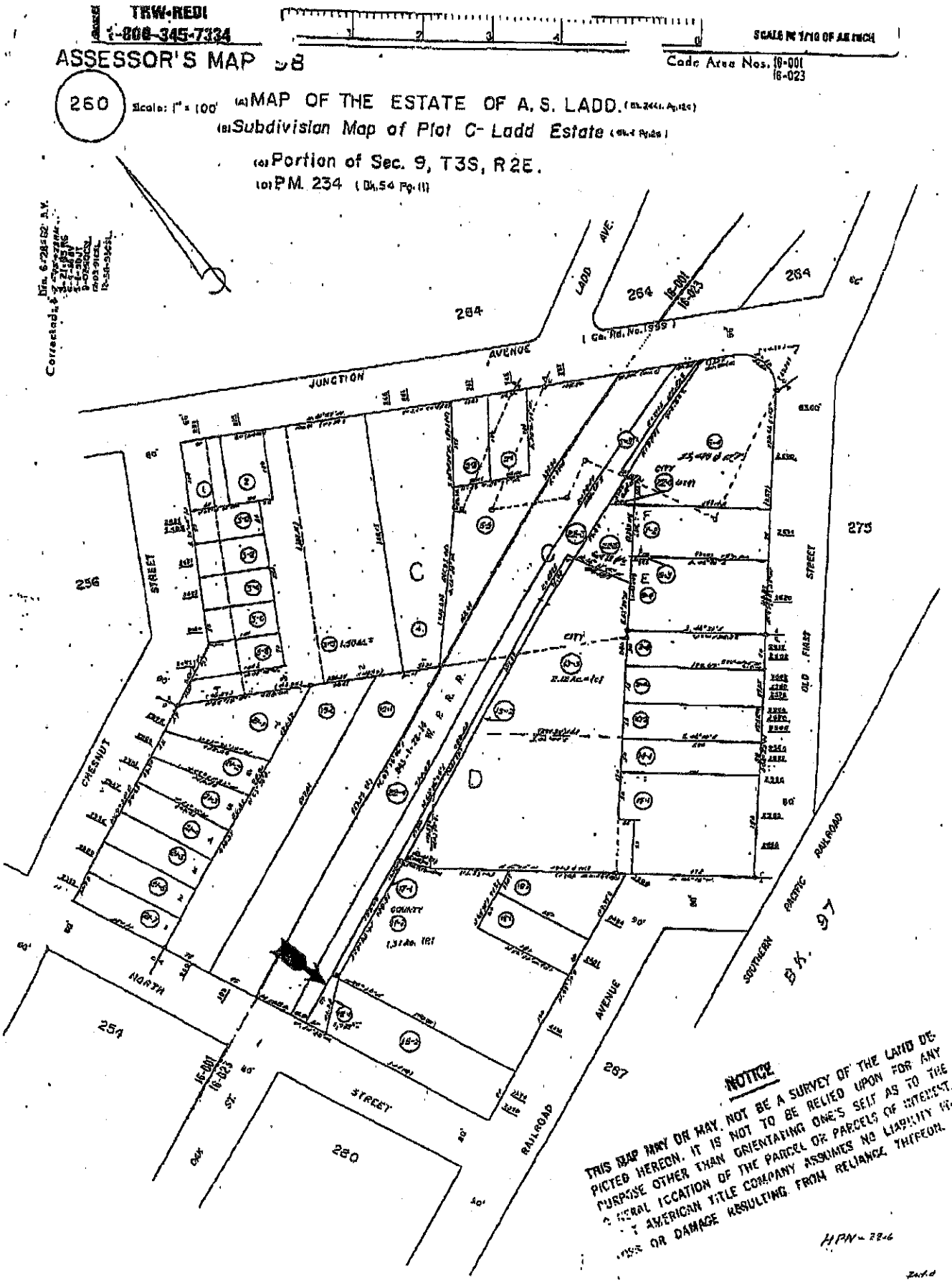
A portion of that certain parcel of land described in the deed, recorded May 17, 1973, Reel 3419 OR, Image 273 (73-67454), Alameda County Records, described as follows:

Beginning at the Westernmost corner of that certain parcel herein referred to, said point being the intersection of the Northeasterly boundary line of North "I" Street and the Southeasterly boundary line of the Western Pacific Railroad right-of-way; thence Northeasterly along said Southeasterly boundary line 80.00 feet to the Northeasterly boundary line of said parcel; thence at right angles to the right 10.00 feet along the Northeasterly boundary line of said parcel; thence Southwesterly to a point of intersection with the Northeasterly boundary line of said North "I" Street, said point of intersection being 33.00 feet Southeasterly along the said Northeasterly boundary line from the point of beginning; thence Northwesterly along said Northeasterly boundary line 33.00 feet to the point of beginning.

A.P. No.: 098-0260-018-01

*****

EXHIBIT A


TRW-REDI
1-800-345-7334
ASSESSOR'S MAP
Code Area Nos. 16-001
16-023
260
Scale: 1" = 100'
(a) MAP OF THE ESTATE OF A. S. LADD.
(b) Subdivision Map of Plat C- Ladd Estate
(c) Portion of Sec. 9, T3S, R2E.
(d) P.M. 234 (Bk.54 Pg.11)
JUNCTION AVENUE
LADD AVE.
CHESTNUT STREET
NORTH STREET
OAK ST.
OLD FIRST STREET
SOUTHERN PACIFIC RAILROAD
NOTICE
THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE THEREON.

ASSESSOR'S MAP 98

Code Area Nos. 16-001
16-023

260 Scale: 1" = 100'

(A) MAP OF THE ESTATE OF A. S. LADD. (Bk. 244d. Pg. 124)

(B) *Subdivision Map of Plot C- Ladd Estate* (Bk. 4 Pg. 26)

(C) Portion of Sec. 9, T3S, R2E.

(D) P.M. 234 (Bk. 54 Pg. 11)

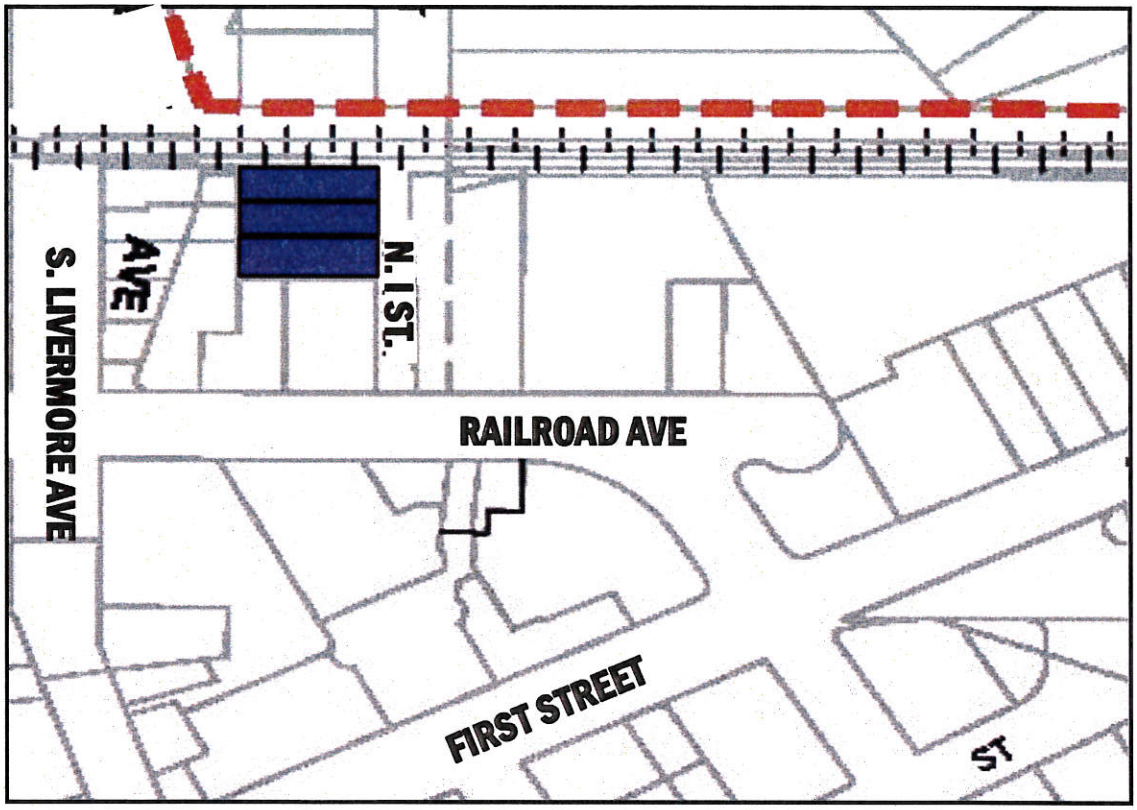
Corrected: Drn. 6-28-62 A.Y.
3-21-83 RG
6-4-86 BV
5-1-90 JT
9-07-90 CSL.
12-03-91 CSL.
12-30-93 CSL.

ACM 49

HPIV-22-6

Ind. 4

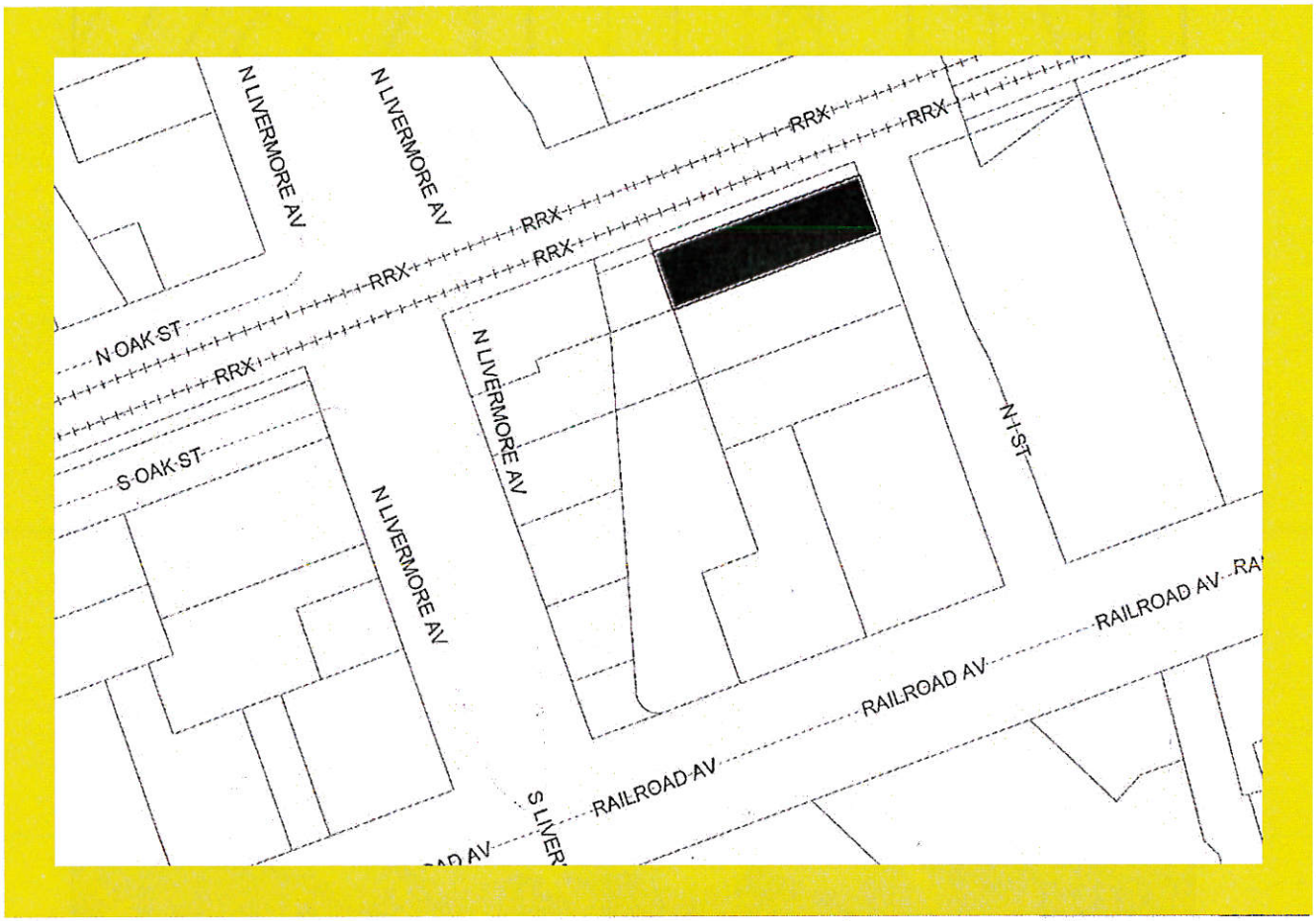
EXHIBIT B.7



159 North I Street
APN: 098-0280-001-02
098-0280-002-01
098-0280-002-02

City of Livermore, CA APN: 098-0280-001-02 ADDRESS: N I St

formerly 098-0280-001-00



SCALE 1 : 1,300

100 0 100 200 300

FEET

N

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089532 03/23/2011 04:17 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

6 PGS

cc: HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 098-0260-18-04, 098-0280-001-02,
098-0280-008-08 and 098-0280-008-03

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a public body corporate and politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as Redevelopment Agency of the City of Livermore, a public body corporate and politic

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

Assessor's Parcel Nos. 098-0260-018-04, 098-280-001-02, 098-0280-008-08 and 098-0280-008-03,

subject to the covenants and restrictions in Exhibit "A" attached hereto.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

City Clerk's Office
APR 12 2011
City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

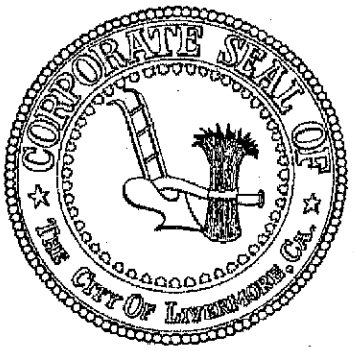
STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

EXHIBIT "A"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

Exhibit A

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 098-0260-018-04, 098-0280-001-02, 098-0280-008-08 and 098-0280-008-03) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CAL.

RECORDING REQUESTED BY:

REDEVELOPMENT AGENCY OF
THE CITY OF LIVERMORE

WHEN RECORDED MAIL TO:

David W. Skinner, Esq.
Meyers, Nave, Riback, Silver & Wilson
777 Davis Street, Suite 300
San Leandro, CA 94577

No fee required Govt. Code § 27383

2005217831 05/26/2005 02:53 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

13 PGS

This Space for Recorder's Use Only

APN: 098-0280-008-03, 098-0280-008-05,
098-0280-001; 098-0280-002-01,
098-0260-018-01

EXEMPT FROM RECORDING FEES pursuant to Government Code §27383, which reads: "No fee shall be charged by the recorder for services rendered to the State, to any municipality, county in the State or other political subdivision thereof, except for making a copy of a paper or record."

Redevelopment Agency of the City of Livermore v. Union Pacific, et al.

Alameda County Superior Court Case No. 2002 067862

TITLE OF DOCUMENT

FINAL ORDER OF CONDEMNATION

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code § 27361.6)
(Additional recording fee applies)

DAVID W. SKINNER, SBN: 146285
JAMES H. DUNCAN, JR., SBN: 142039
KEVIN K. FRANK, SBN: 191564
MEYERS, NAVE, RIBACK, SILVER & WILSON
A Professional Law Corporation
777 Davis Street, Suite 300
San Leandro, CA 94577
Telephone: (510) 351-4300
Facsimile: (510) 351-4481

Attorneys for Plaintiff
REDEVELOPMENT AGENCY
OF THE CITY OF LIVERMORE,
a public body corporate and politic,

ENDORSED
FILED
ALAMEDA COUNTY

MAY 22 2003

CLERK OF THE SUPERIOR COURT
By GLORIA J. AN MATHEWS
Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, a public body corporate and politic, Plaintiff, v. UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, formerly known as Southern Pacific Transportation Company, and DOES I through XXV, inclusive, Defendants. /	**CASE NO: 2002-067862** **FINAL ORDER OF CONDEMNATION** **APNs: 098-0280-008-03** **098-0280-008-05** **098-0280-001** **098-0280-002-01** **098-0260-018-01** **Unlimited Civil Action** **Complaint Filed: October 7, 2002** **Trial Date: Not Assigned**

IT APPEARING, and the Court finding, that the award set forth in the Judgment of Condemnation for the taking of the real property described in Exhibit A, attached hereto, to wit: TWO HUNDRED SEVEN THOUSAND DOLLARS ($207,000) including statutory interest and costs, is full and just compensation for the taking of said property, and the Court being fully informed and good cause appearing therefor,

/ / / / /

/ / / / /

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that upon recordation of this Final Order of Condemnation, the fee simple title to the subject property will vest in Plaintiff THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE free and clear, and discharged of all liens and claims of every kind whatsoever.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the public interest and necessity require the acquisition of the fee simple title in said real property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the subject property is situated in the County of Alameda, State of California, and more particularly described in Exhibit A, attached hereto and incorporated herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment be entered in favor of Plaintiff THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, and against Defendant UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, formerly known as SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, herein on the First Amended Complaint.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the State Treasury Condemnation Fund draw a warrant in the amount of TWO HUNDRED SEVEN THOUSAND DOLLARS ($207,000) payable to UNION PACIFIC RAILROAD COMPANY, and mailed said warrant to Defendant UNION PACIFIC RAILROAD COMPANY in care of David Thatcher, Senior Real Estate Manager, Union Pacific Railroad Company, 1800 Farnum, Omaha, Nebraska 68102.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the State Treasury Condemnation Fund draw a warrant in the remaining amount of ONE THOUSAND FOUR HUNDRED DOLLARS ($1,400), plus any interest accrued to date, payable to THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, and mailed to Plaintiff in care of its attorneys, James H. Duncan, Jr., MEYERS NAVE RIBACK SILVER & WILSON, 555 12th Street, Suite 1500, Oakland, California 94607.

/////

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all ad valorem real property taxes and any penalties and costs thereon pertaining to the property described in Exhibit A of the Stipulation and Order for Judgment in Condemnation and Final Order of Condemnation shall be canceled as of November 27, 2002, pursuant to Sections 4986, 5082, 5085 and 5086 of the Revenue and Taxation Code.

IT IS SO ORDERED.

Dated: MAY 22 2003

STEVEN A. BRICK

JUDGE OF THE SUPERIOR COURT

Redevelopment Agency of the City of Livermore v. Union Pacific
Alameda County Superior Court No. 2002 067862

TRW-REDI
1-800-345-7334

SCALE IN 1/10 OF AN INCH

ASSESSOR'S MAP 98

Code Area Nos. 16-001
16-023

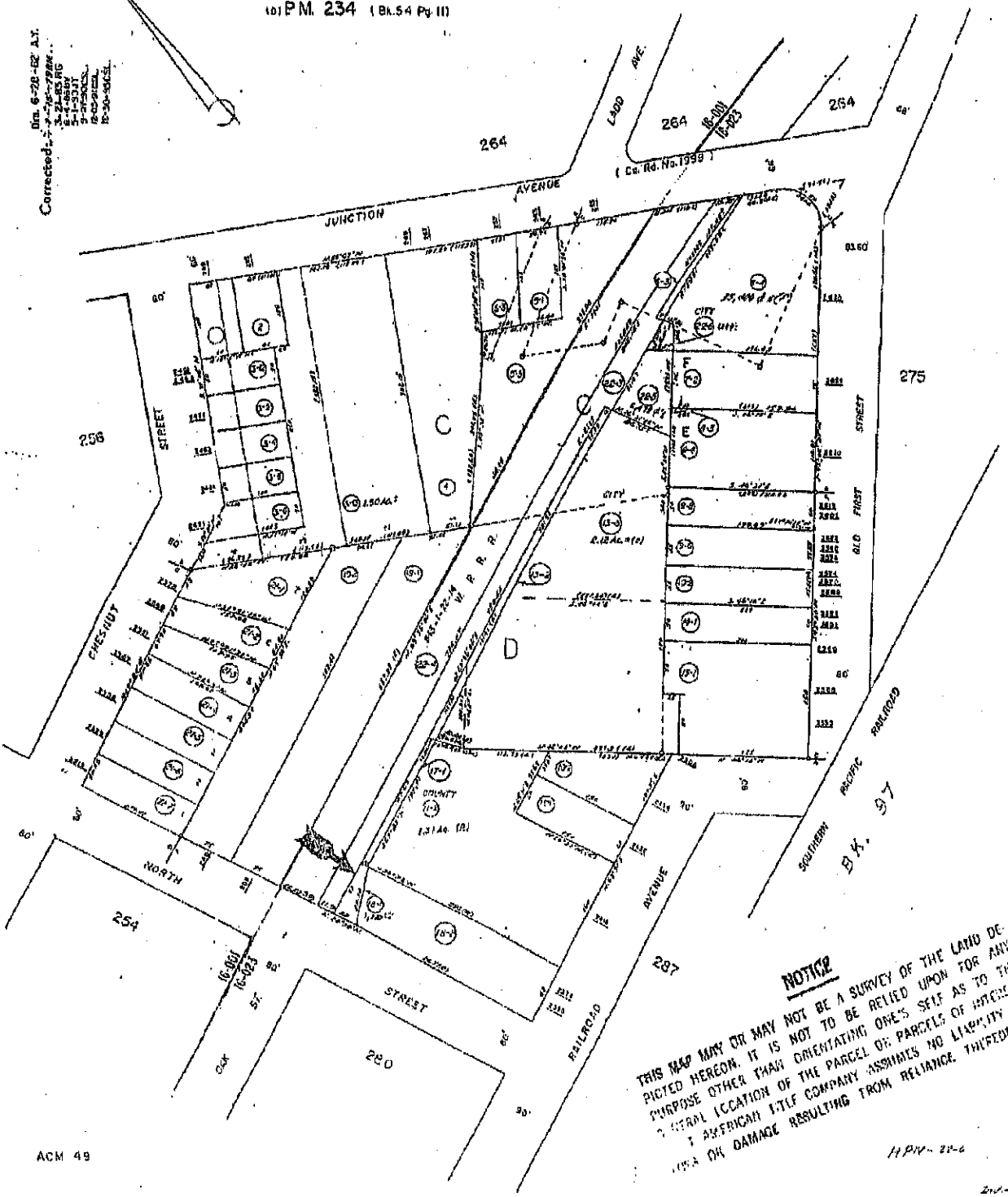
260 Scale: 1" = 100'

(a) MAP OF THE ESTATE OF A. S. LADD, (Bk.2444 Pg.124)

(b) Subdivision Map of Plot C- Ladd Estate (Bk.4 Pg.26)

(c) Portion of Sec. 9, T3S, R2E.

(d) P.M. 234 (Bk.54 Pg.11)



NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE THEREON.

ACM 49

Order: 592870 TOF: PW AL Bk-Pg 98 - 260 Sht 1 of 1

TRW-REDI
1-800-345-7334

SCALE IN 1/10 OF AN INCH

Code Area No. 15-023

ASSESSOR'S MAP 98

280

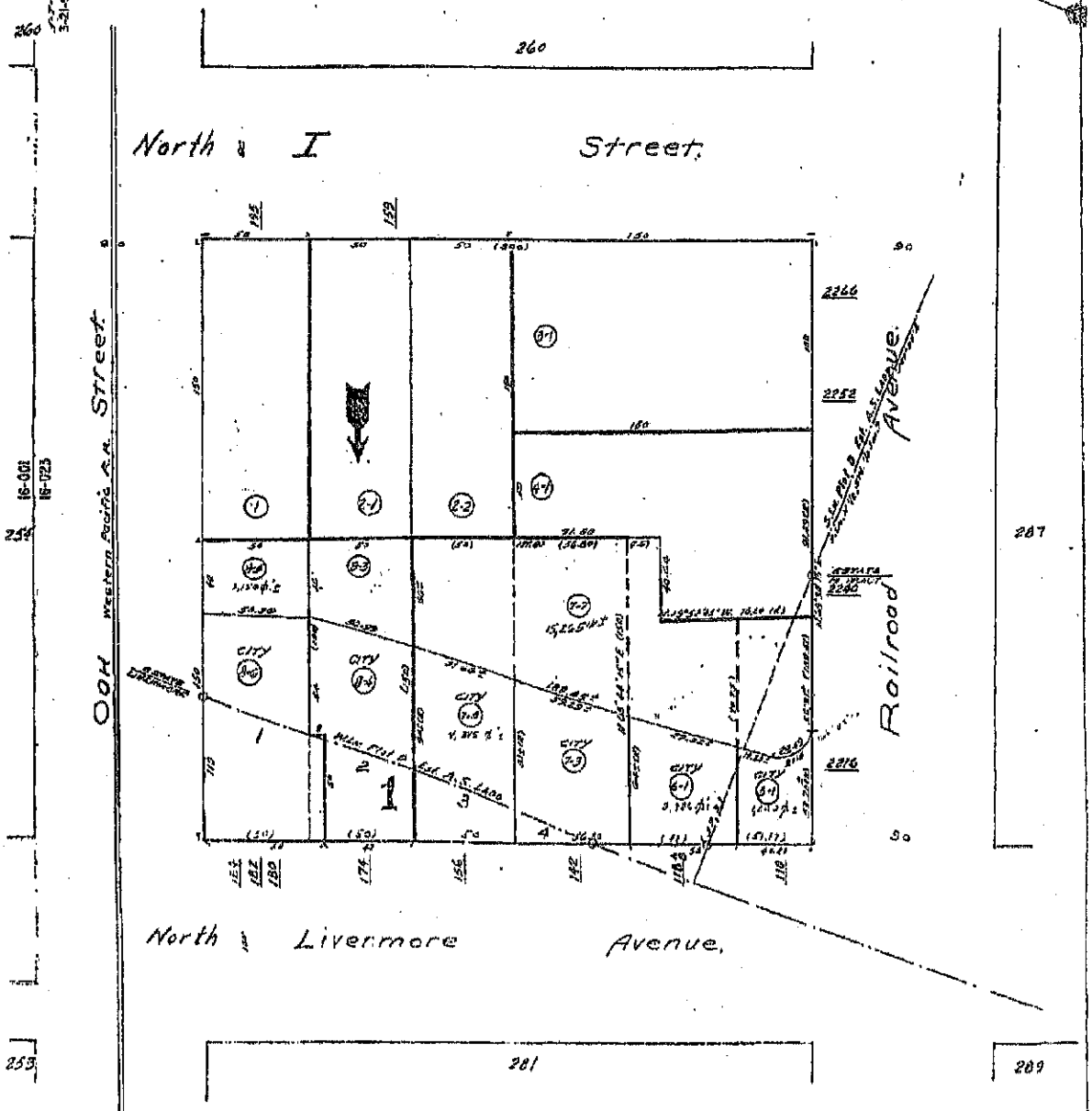
Map of the Northern Addition to the Town of Livermore. (1878) (Bk 2 Pg. 51)

Plot D

Estate of A.S. Lead (Bk. 244 R. Pg. 128)

Map of the Mc Lead Tract. (Bk. 6 Pg. 2)

Scale 1in=40ft



NOTICE

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ACM 49

TAW-REDI
1-800-345-7334

SCALE IN 1/10 OF AN INCH

Code Area No. 16-023

ASSESSOR'S MAP 98

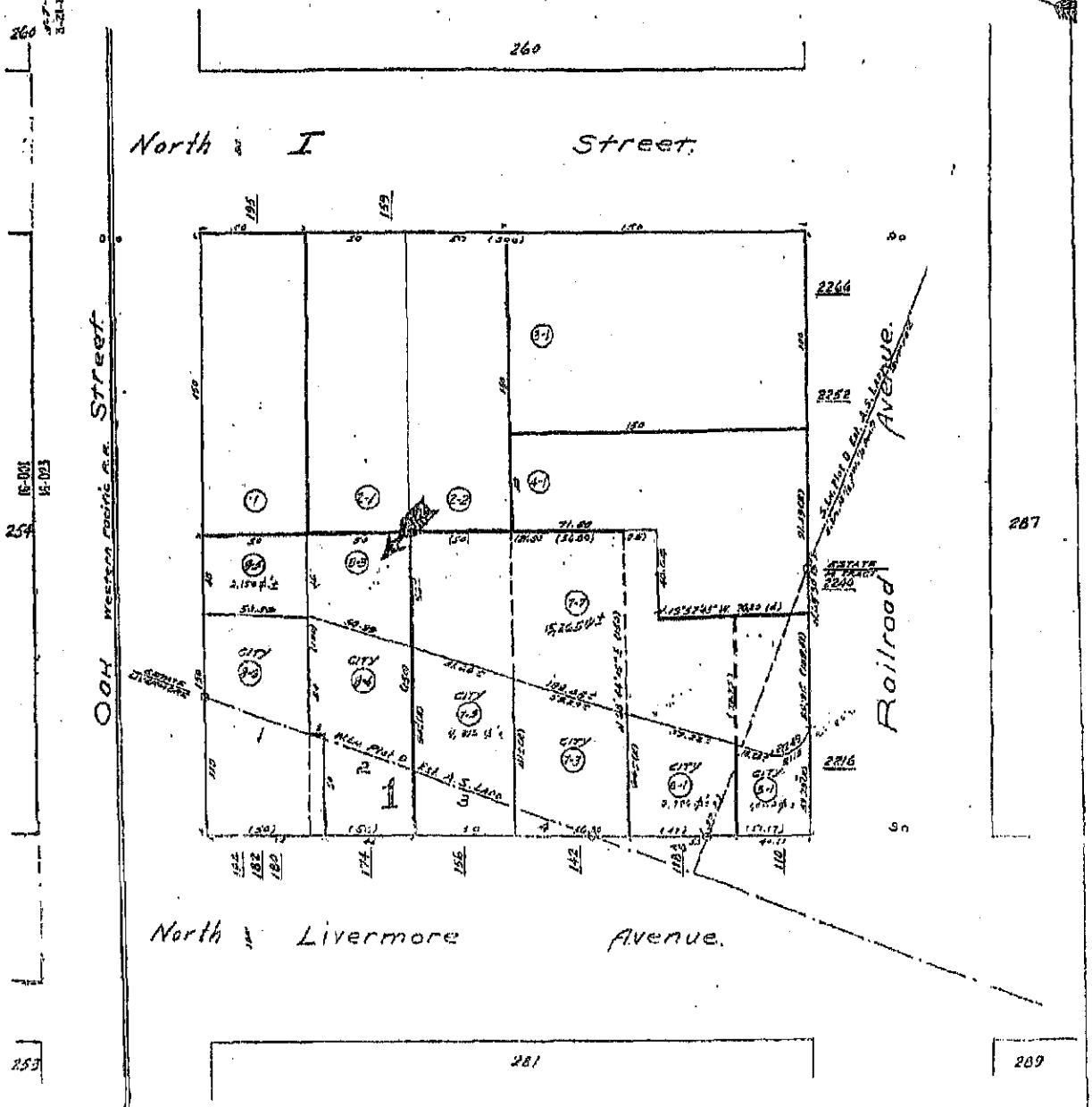
280

Map of the Northern Addition to the Town of Livermore. (1875) (Bk 2 Pg. 51)

Plot D

Map of the McLeod Tract (Bk. 6 Pg. 2)

Scale 1in=40ft



NOTICE

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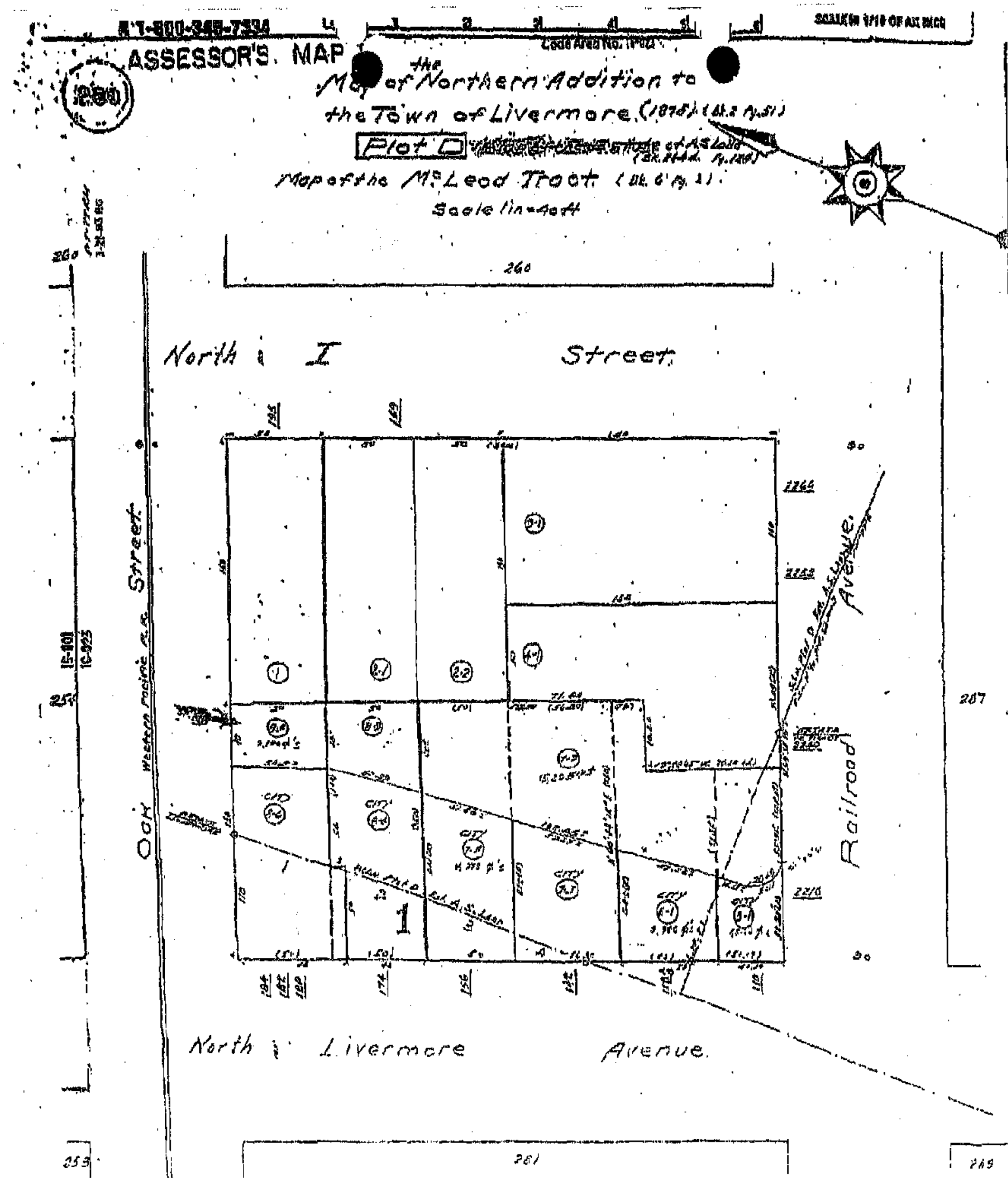
ACM 49



NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE

Order 592 TOF PW AL Bk-Pg 98 - 260 Sht 1 of

SUPERIOR COURT OF CALIFORNIA
COUNTY OF [illegible]
The foregoing document is a true and
correct copy of the original
[illegible]

ATTEST MAY 22 200[illegible]

CLERK OF THE SUPERIOR COURT
By [illegible]
Deputy

SUBSTITUTION OF LEGIBLE ORIGINAL DOCUMENT
(Government Code Section 27361.7)

I DECLARE UNDER PENALTY OF PERJURY THAT THIS HANDWRITTEN / TYPEWRITTEN LEGIBLE COPY IS TRUE COPY OF THE ORIGINAL PAGE(S)

DATE: 10/13/03 SIGNATURE [signature]

PROPERTY DESCRIPTION
PROPOSED PARCEL 2
(CITY OF LIVERMORE LOT LINE ADJUSTMENT NO. _____ .)

REAL PROPERTY IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING A PORTION OF PLOT "D" OF THE SUBDIVISION OF THE A.S. LADD ESTATE FILED IN BOOK 244D OF MAPS AT PAGE 124, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF NORTH "I" STREET (80.00 FEET WIDE), DISTANT THEREON SOUTH 20°30'00" EAST 10.00 FEET FROM THE SOUTH LINE OF OAK STREET (80.00 FEET WIDE); THENCE NORTH 69°28'00' EAST 80.00 FEET; THENCE SOUTH 20°30'00" EAST 290.05 FEET TO THE NORTH LINE OF RAILROAD AVENUE (90.00 FEET WIDE); THENCE SOUTH 69°30'00" WEST 80.00 FEET TO SAID EAST LINE OF NORTH "I" STREET; THENCE NORTH 20°30'00" WES~ 290.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.53 ACRES MORE OR LESS.
END OF DESCRIPTION

A PLAT LABELED "PROPOSED PARCEL 2" SHOWING THE ABOVE DESCRIBED AREA IS ATTACHED HERETO AND MADE A PART HEREOF.

_____
David F. Yarrington P.L. S 5996
Expires 12-31-2004

DATE: March 26, 2003
DEA Job No. LIVR0000-005

Exhibit A

SUBSTITUTION OF LEGIBLE ORIGINAL DOCUMENT
(Government Code Section 27361.7)

I DECLARE UNDER PENALTY OF PERJURY THAT THIS HANDWRITTEN / TYPEWRITTEN LEGIBLE COPY IS TRUE COPY OF THE ORIGINAL PAGE(S)

DATE: 10-13-03 SIGNATURE

PROPERTY DESCRIPTION
CITY OF LIVERMORE'S REMAINING PARCEL ON OAK STREET
BETWEEN NORTH LIVERMORE AVENUE AND NORTH I STREET

REAL PROPERTY IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING LOT 11 AND A PORTION OF LOTS 1, 2, AND 12 OF BLOCK 1 AS SHOWN ON THE "MAP OF THE NORTHERN ADDITION TO THE TOWN OF LIVERMORE SURVEYED FOR ALEX'R ESDON JULY 1875, W.F. BOARDMAN, C.E." FILED SEPTEMBER 20, 1875 IN BOOK 2 OF MAPS AT PAGE 51, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE ALONG THE EAST LINE OF SAID LOT 12, SOUTH 20°30'00" EAST 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING, SOUTH 20°30'00" EAST 90.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 69°30'00" WEST 206.00 FEET TO THE SOUTHWEST CORNER OF PARCEL 24B AS DESCRIBED IN THE GRANT DEED FROM THE CITY OF LIVERMORE TO SOUTHERN PACIFIC TRANSPORTATION COMPANY RECORDED FEBRUARY 16, 1979 AS INSTRUMENT NO. 79-030431, ALAMEDA COUNTY RECORDS; THENCE NORTH 9°11'24" WEST 50.99 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 24B; THENCE ALONG THE WEST LINE OF PARCEL 23B AS DESCRIBED IN SAID GRANT DEED NO. 79-030431, NORTH 13°39'26" WEST 40.29 FEET TO A POINT 10.00 FEET DISTANT TO, MEASURED AT RIGHT ANGLES, THE NORTH LINE OF SAID LOT 1; THENCE ALONG A LINE PARALLEL WITH AND 10.00 DISTANT TO SOUTHERLY SAID NORTH LINE OF LOTS 1 AND 12, NORTH 69°30'00" EAST 191.20 FEET TO THE POINT OF BEGINNING.

END OF DESCRIPTION.

_____
David F. Yarrington P.L. S 5996
Expires 12-31-2004

DATE: _____
DEA Job No. LIVR0000-005

Exhibit B

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN LAND AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

LIVERMORE VALLEY CENTER PROJECT

Assessor's Parcel Nos: 098-0280-008-03, 098-0280-008-05,
098-0280-001, 098-0280-002-01, 098-0260-018-01
(LVC Parcels 16, 17, 18, 19, and 24)

IT IS RESOLVED by the Redevelopment Agency of the City of Livermore, Livermore, California, as follows:

WHEREAS, it is desirable and necessary for the Redevelopment Agency of the City of Livermore to acquire the fee simple title in and to real property more particularly described in Exhibit "A," attached hereto and made a part hereof by reference, for redevelopment purposes in connection with the above-captioned Project. The name and address of the owner who has interests to be acquired is as follows:

Union Pacific Railroad
c/o Lisa Burnside
Real Estate Manager
1800 Farnam
Omaha, Nebraska 68102

WHEREAS, the Redevelopment Agency of the City of Livermore is vested with the power of eminent domain to acquire said leasehold interests by virtue of Article 1, Section 19, of the Constitution of the State of California, Section 33391 of the Health and Safety Code of the State of California and Sections 1240.050, 1240.010, 1240.110, 1240.120 and 1240.610 of the Code of Civil Procedure of the State of California; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California, notice has been duly given to the owners of the subject property and whose names and addresses appear on the last Alameda County equalized assessment roll, all of whom have been given a reasonable opportunity to appear and be heard before the Redevelopment Agency of the City of Livermore on the following matters:

(a) Whether the public interest and necessity require the Project;

(b) Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c) Whether the interests sought to be acquired are necessary for the Project; and

(d) Whether the offer to purchase required by Government Code section 7267.2 has been submitted to the owners of the real property interests.

WHEREAS, pursuant to the provisions of Section 7267.2 of the Government Code of the State of California, the Redevelopment Agency of the City of Livermore has made an offer to the owner of subject property for just compensation;

NOW, THEREFORE, IT IS FOUND, DETERMINED, AND ORDERED as follows:

1. The public interest and necessity require the Project;
2. The Project is planned and located in the manner which will be most compatible with the greatest public good and the least private injury;
3. The property interests sought to be acquired are necessary for the project;
4. The offer required by section 7267.2 of the Government Code of the State of California has been made to the owners of subject property;
5. The Project herein is consistent with the land uses analyzed in the Final Environmental Impact Report on the Livermore Redevelopment Plan and the Urban Design Plan (certified by the City Council in August 1992), and

the Addendum to the Final Environmental Impact Report on the Livermore Redevelopment Strategy and Urban Design Plan (certified by the City Council in September 1998).

6. The City Attorney of the City of Livermore or his duly authorized designee be, and he is hereby authorized and directed to institute and conduct to conclusion an action in eminent domain for the acquisition of the estates and interests aforesaid and to take such action as he may deem advisable or necessary in connection therewith;

7. An order for prejudgment possession may be obtained in said action and a warrant issued to the State Treasury Condemnation Fund, in the amount determined by the Court to be do deposited, as a condition to the right of immediate possession.

APPROVED AS TO FORM

Daniel S Goodergan

GENERAL COUNSEL

On motion of Agency Member Vargas, seconded by Agency Member Beeman, the foregoing action was taken on this 23 day of September, 2002, by the following vote:

AYES: AGENCYMEMBERS Beeman, Dietrich, Reitter, Vargas, Chairperson Kamena

NOES: AGENCYMEMBERS None

ABSENT: AGENCYMEMBERS None

Marshall Kamena

CHAIRPERSON, REDEVELOPMENT AGENCY
OF THE CITY OF LIVERMORE, CALIFORNIA

ATTEST:

Julie Mitchell, Deputy

SECRETARY

BB S:\AGENDA\09-23\Union Pacific.DOC

EXHIBIT A TO UNION PACIFIC RESOLUTION

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

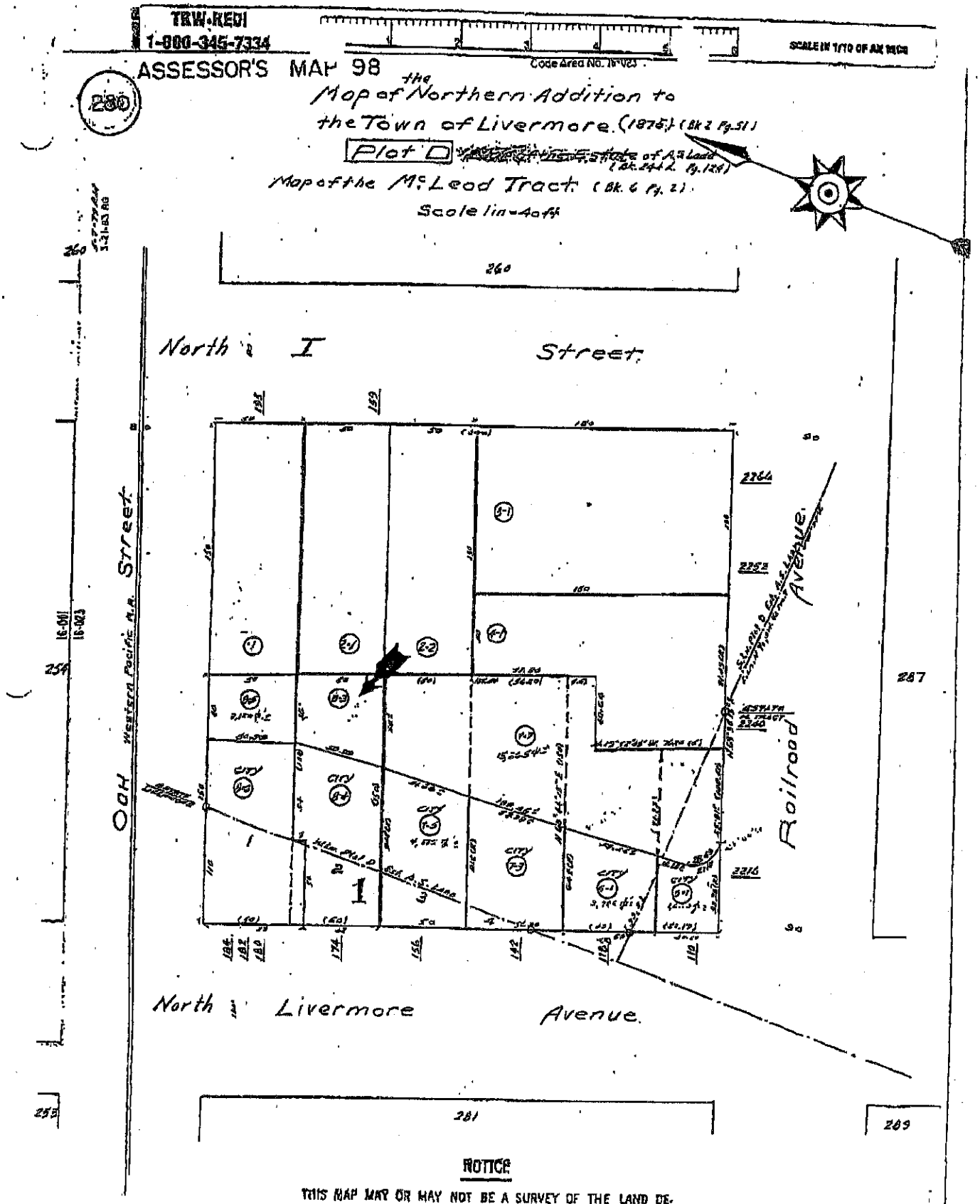
A portion of that certain parcel of land described in the Deed of joint tenancy, recorded June 7, 1962, Reel 602, Image 197 (AT/76586), Alameda County Records, more particularly described as follows:

Commencing at the westermost corner of said parcel of land herein referred to, said point being 58 feet southeasterly along the northeastern boundary line of Livermore Avenue from the southeastern boundary line of Oak Street; thence northeasterly at right angles to the aforesaid northeastern boundary line of Livermore Avenue 50 feet; thence at right angles to the left 8 feet; thence at right angles to the right 54.00 feet to the true point of beginning; thence northeasterly along the prolon portion of last said line 46.00 feet; thence at right angles to the right 50 feet along the easterly boundary line of said parcel of land; thence at right angles to the right and parallel with said southeastern boundary line of Oak Street, 56.00 feet; thence to the right through an angle of 101° 18' 35.7", a distance of 50.99 feet to the true point of beginning.

A.P. No.: 098-0280-008-03

*****

EXHIBIT A



NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. FIRST AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE THEREON.

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

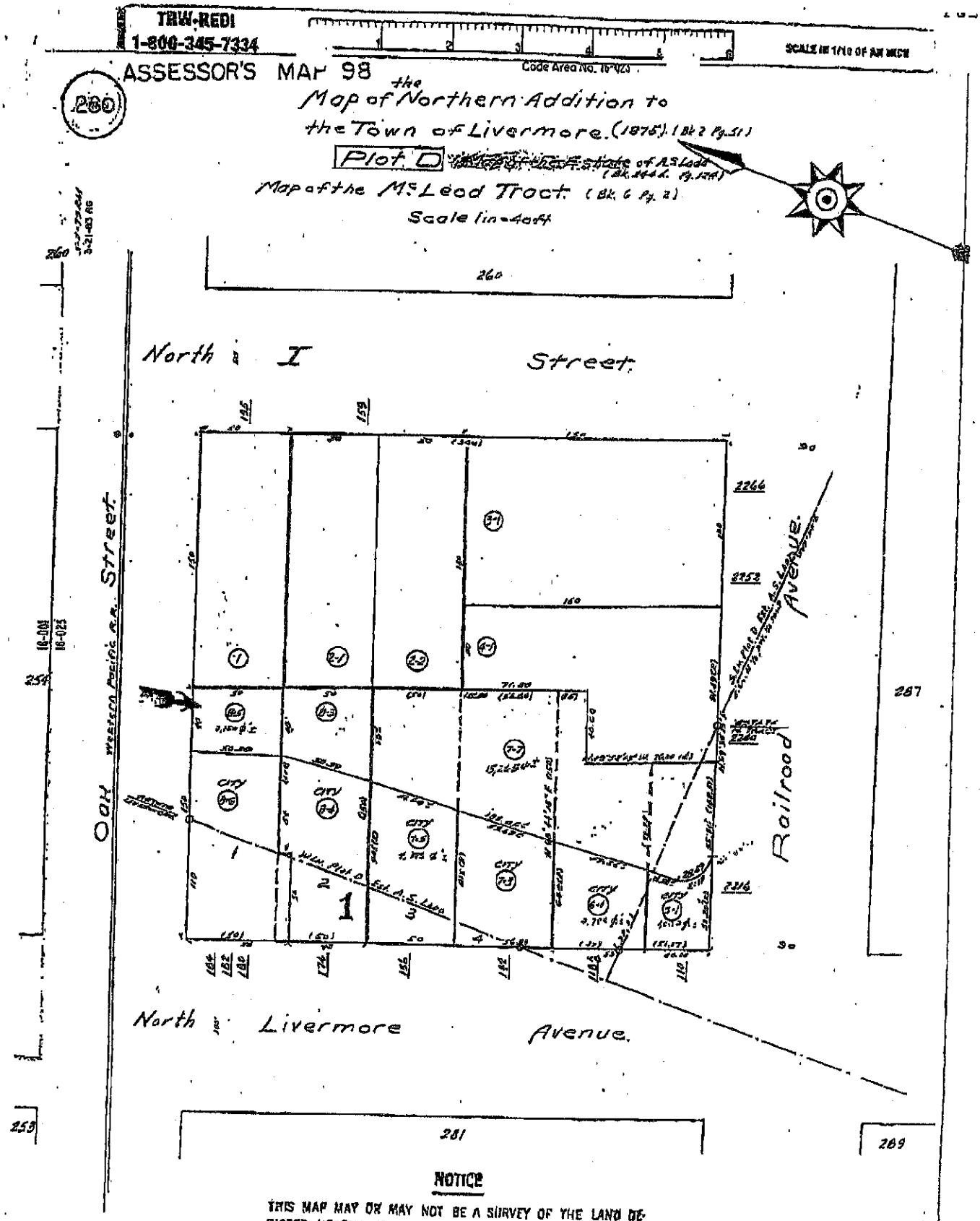
A portion of that certain parcel of land described in the deed to the City of Livermore, recorded April 21, 1975, Reel 3939, OR., Image 538, Alameda County Records, more particularly described as follows:

A portion of Lot 1, Block 1, "Map of the Northern Addition to the Town of Livermore", filed September 20, 1875, Map Book 2, Page 51, Alameda County Records, described as follows: COMMENCING at the intersection of the Northeastern line of Livermore Avenue with the Southeastern line of Oak Street as said Streets are shown on the Map herein referred to; thence Easterly along the Southeastern line of Oak Street 110.00 feet to the TRUE POINT OF BEGINNING; thence, continuing along said Southeastern line of Oak Street, 40.00 feet; thence at right angles to the right 50.00 feet; thence at right angles to the right 46.00 feet; thence to the right through an angle of 96° 50' 34" 50.36 feet to the Point of Beginning.

A.P. No.: 098-0280-008-05

*****

EXHIBIT A



NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. [illegible]

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

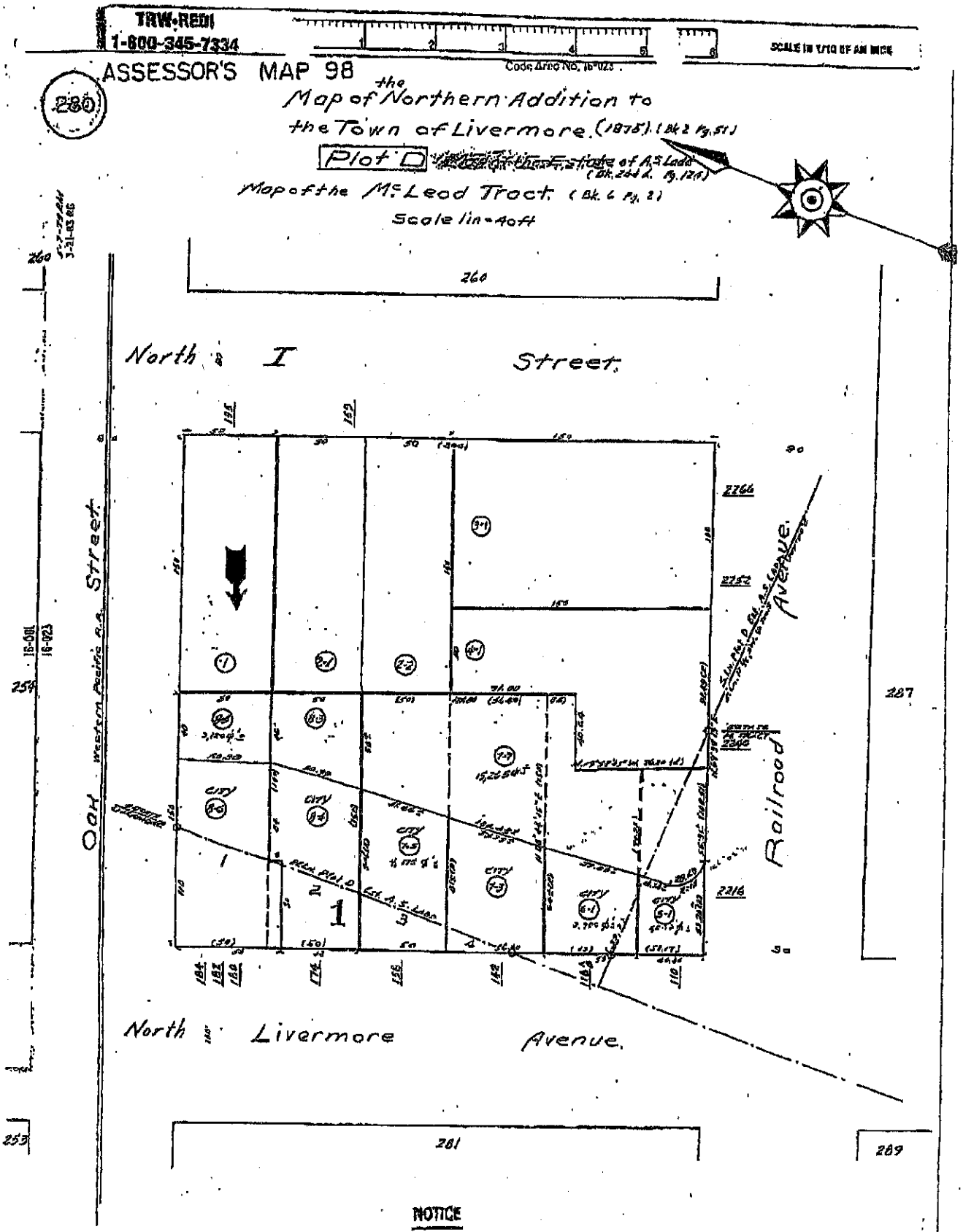
Beginning at a point on the Southeasterly line of Oak Street projected in a right line Northeasterly from the Western boundary line of Section 9, Township 3 South, Range 2 East, Mount Diablo Base and Meridian, a distance of 228.84 feet; thence at right angles to said line so projected Southeasterly 50 feet; thence at right angles Northeasterly 150 feet to the point of beginning.

Being Lot 12, in Block 1, as said Lot and Block are shown on the "Map of the Northern Addition to the Town of Livermore, Surveyed for Alexander Esdon, July, 1875, W. F. Boardman, C.E.", filed in the office of the County Recorder of Alameda County, on September 20, 1875 and being Lot 12 in Block A of the O'Leary Tract as surveyed by George L. Nusbaumer, County Surveyor.

A.P. No.: 098-0280-001

*****

EXHIBIT A



NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. FIRST AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE THEREON.

Order: 597494 TOE: PW

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

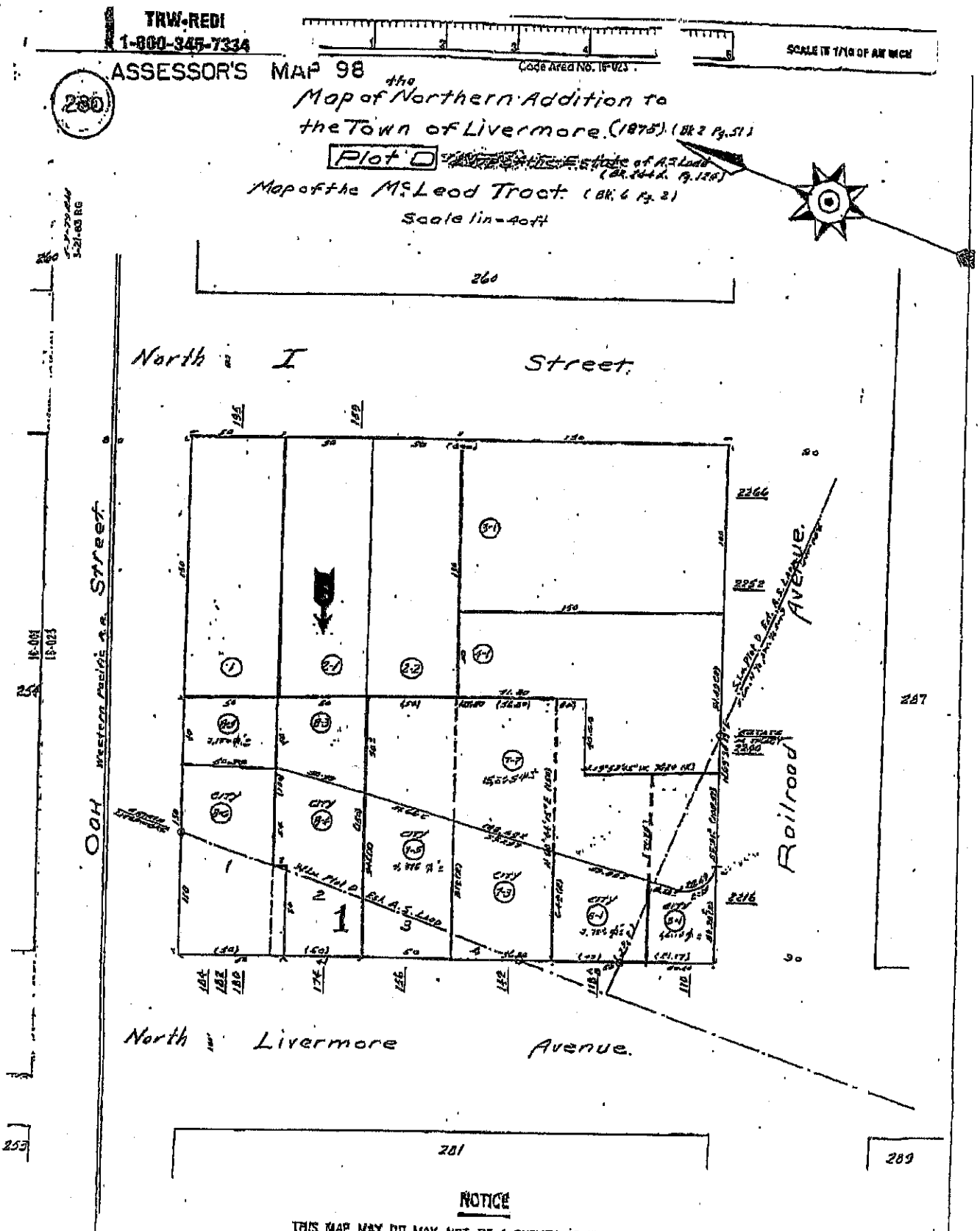
A portion of that certain parcel described in the deed recorded March 29, 1932, Book 2813, Page 28, (CC-16193), Alameda County Records, described as follows:

Beginning at the Northernmost corner of that certain parcel herein referred to, said corner being 50 feet southerly along the Westerly boundary line of North "I" Street from the southerly boundary line of Oak Street, thence Southerly along the prolongation of said Westerly boundary line 50 feet; thence at right angles to the right 150 feet; thence at right angles to the right along the Westerly boundary line of said parcel 50 feet; thence at right angles to the right along the Northerly boundary line of said parcel 150 feet to the point of beginning.

A.P. No.: 098-0280-002-01

*****

EXHIBIT A



NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. FIRST AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE THEREON.

ACM 49

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

A portion of that certain parcel of land described in the deed, recorded May 17, 1973, Reel 3419 OR, Image 273 (73-67454), Alameda County Records, described as follows:

Beginning at the Westernmost corner of that certain parcel herein referred to, said point being the intersection of the Northeasterly boundary line of North "I" Street and the Southeasterly boundary line of the Western Pacific Railroad right-of-way; thence Northeasterly along said Southeasterly boundary line 80.00 feet to the Northeasterly boundary line of said parcel; thence at right angles to the right 10.00 feet along the Northeasterly boundary line of said parcel; thence Southwesterly to a point of intersection with the Northeasterly boundary line of said North "I" Street, said point of intersection being 33.00 feet Southeasterly along the said Northeasterly boundary line from the point of beginning; thence Northwesterly along said Northeasterly boundary line 33.00 feet to the point of beginning.

A.P. No.: 098-0260-018-01

*****

EXHIBIT A

TRW-REDI
1-800-345-7334

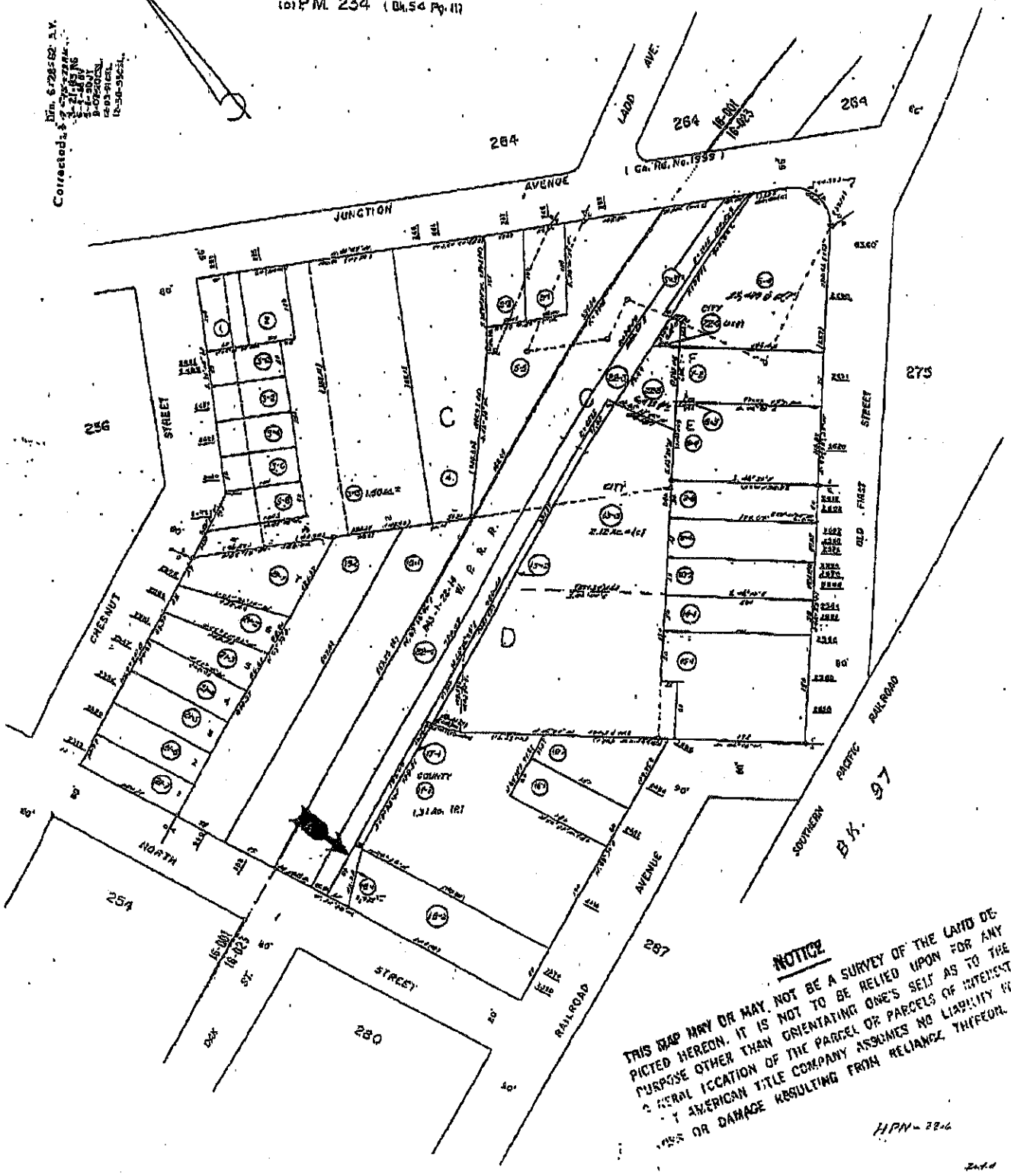
SCALE IN 1/10 OF AN INCH

ASSESSOR'S MAP 98

Code Area Nos. 16-001
16-023

260 Scale: 1" = 100'

(a) MAP OF THE ESTATE OF A. S. LADD. (Bk. 244a, Pg. 124)
(b) Subdivision Map of Plot C- Ladd Estate (Bk. 4 Pg. 26)
(c) Portion of Sec. 9, T3S, R2E.
(d) P.M. 234 (Bk. 54 Pg. 11)



NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. ... AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR ... OR DAMAGE RESULTING FROM RELIANCE THEREON.

HPN-224

280

ASSESSOR'S MAP 98

Code Area No. 16-023

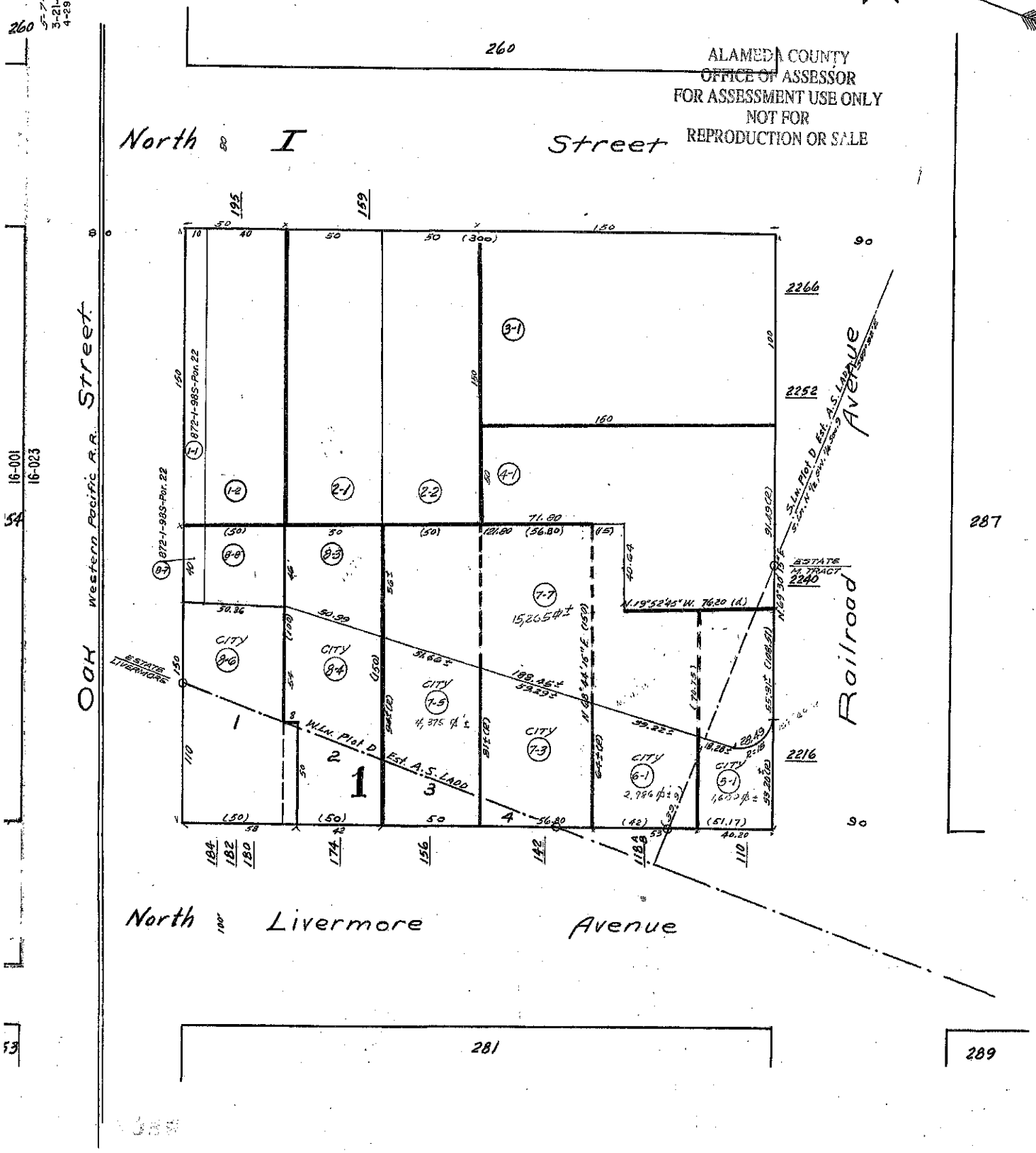
Map of the Northern Addition to the Town of Livermore (1875) (Bk 2 Pg. 51)

Plot D ~~Map of the Estate of A.S. Ladd~~ (Bk. 244 d. Pg. 124)

Map of the McLeod Tract. (Bk. 6 Pg. 2)

Scale 1in=40ft

5-7-79 RM
3-21-83 RG
4-29-04 CSL

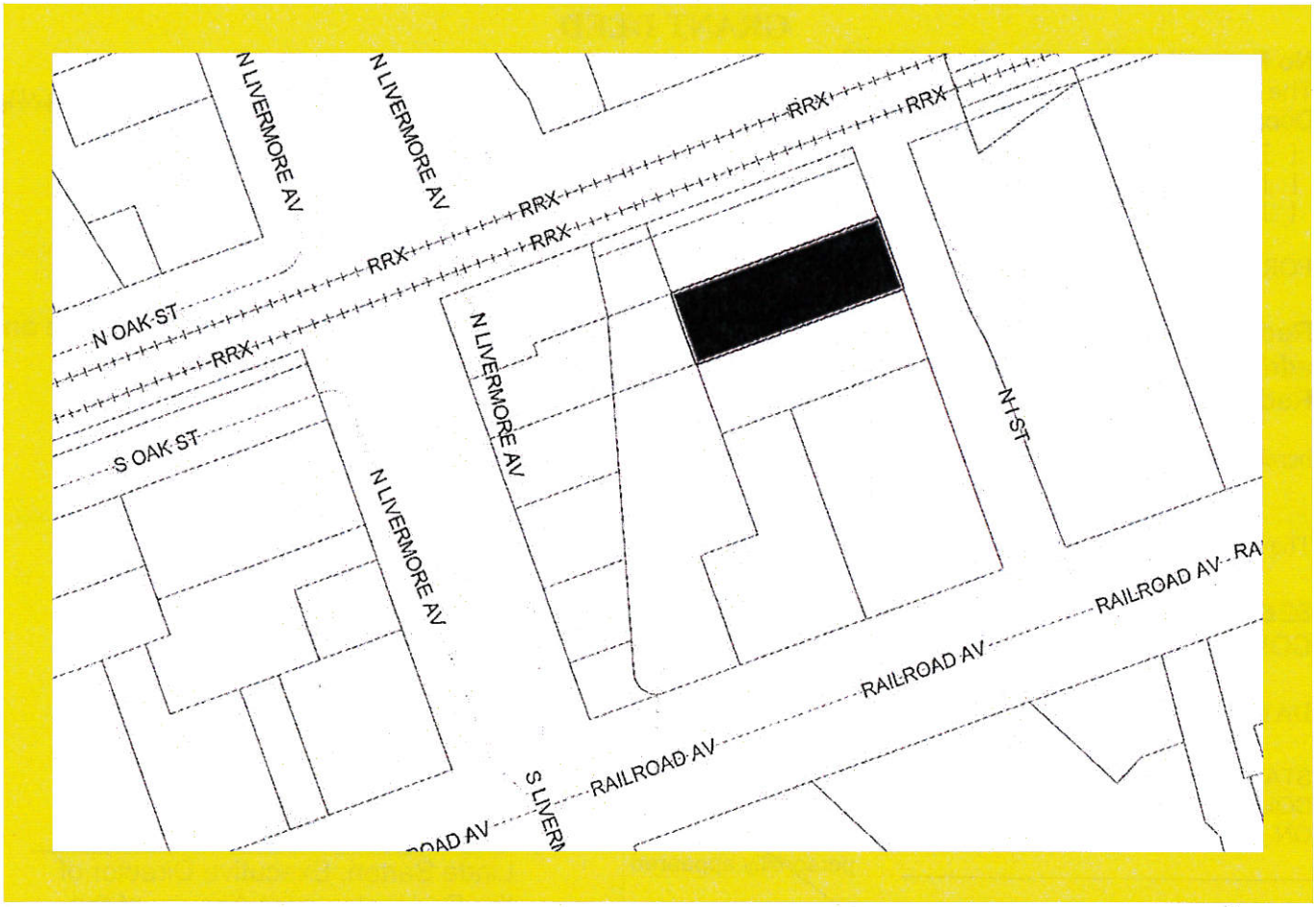


ALAMEDA COUNTY
OFFICE OF ASSESSOR
FOR ASSESSMENT USE ONLY
NOT FOR
REPRODUCTION OR SALE

ACM 49

SHEET #3-4.

City of Livermore, CA APN: 098-0280-002-01 ADDRESS: 159 N I St



SCALE 1 : 1,300

100 0 100 200 300

FEET

N

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089531 03/23/2011 04:17 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

7 PGS

cc: HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 098-0280-002-01 & 098-0280-002-02

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a Public Body Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as Redevelopment Agency of the City of Livermore

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERE OF, SUBJECT TO THE COVENANTS AND RESTRICTIONS IN EXHIBIT "B" ATTACHED HERETO.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me, _____ personally appeared _____

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

_____

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

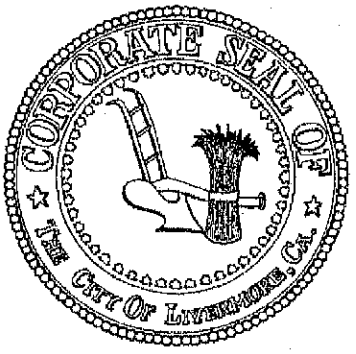
}
STATE OF CALIFORNIA } SS.
COUNTY OF ALAMEDA }

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

EXHIBIT "A"

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERN LINE OF "I" STREET DISTANT THEREON FIFTY FEET SOUTHERLY FROM THE POINT OF INTERSECTION THEREOF, WITH THE SOUTHERN LINE OF OAK STREET AS SAID STREETS ARE SHOWN ON THE MAP HEREINAFTER REFERRED TO; RUNNING THENCE SOUTHERLY ALONG SAID LINE OF "I" STREET, ONE HUNDRED FEET; THENCE AT RIGHT ANGLES WESTERLY ONE HUNDRED FIFTY (150) FEET; THENCE AT RIGHT ANGLES NORTHERLY ONE HUNDRED (100) FEET; THENCE AT RIGHT ANGLES EASTERLY ONE HUNDRED FIFTY (150) FEET TO THE POINT OF COMMENCEMENT ON SAID LINE OF "I" STREET.

BEING A PORTION OF BLOCK NO. 1, AS SAID BLOCK IS LAID DOWN AND DELINEATED UPON THAT CERTAIN MAP ENTITLED "MAP OF THE NORTHERN ADDITION TO THE TOWN OF LIVERMORE", SURVEYED FOR ALEX'R EDSON, JULY 1875, W. F. BOARDMAN, C.E., FILED SEPTEMBER 20, 1875, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

EXCEPTING THEREFROM, THAT REAL PROPERTY GRANTED BY AMELIA ULIANA, GRANTOR, TO THE CITY OF LIVERMORE, A MUNICIPAL CORPORATION, GRANTEE, IN THAT CERTAIN DEED DATED DECEMBER 11, 1975, RECORDED JANUARY 16, 1975, AS INSTRUMENT NO. 75-7404 AT REEL 4229, IMAGE 40, IN THE OFFICIAL RECORDS OF ALAMEDA COUNTY DESCRIBED AS FOLLOWS:

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN THE DEED RECORDED MARCH 29, 1932, BOOK 2813, PAGE 28, (CC-16193), ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERNMOST CORNER OF THAT CERTAIN PARCEL HEREIN REFERRED TO, SAID CORNER BEING FIFTY (50) FEET SOUTHERLY ALONG THE WESTERLY BOUNDARY LINE OF NORTH "I" STREET FROM THE SOUTHERLY BOUNDARY LINE OF OAK STREET, THENCE SOUTHERLY ALONG THE PROLONGATION OF SAID WESTERLY BOUNDARY LINE FIFTY (50) FEET; THENCE AT RIGHT ANGLES TO THE RIGHT ONE HUNDRED FIFTY (150) FEET; THENCE AT RIGHT ANGLES TO THE RIGHT ALONG THE WESTERLY BOUNDARY LINE OF SAID PARCEL FIFTY (50) FEET; THENCE AT RIGHT ANGLES TO THE RIGHT ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL ONE HUNDRED FIFTY (150) FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 098-0280-002-01
098-0280-002-02

EXHIBIT "B"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 098-0280-002-01 & 098-0280-002-02) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

RECORDING REQUESTED BY:

REDEVELOPMENT AGENCY OF
THE CITY OF LIVERMORE

WHEN RECORDED MAIL TO:

David W. Skinner, Esq.
Meyers, Nave, Riback, Silver & Wilson
777 Davis Street, Suite 300
San Leandro, CA 94577

No fee required Govt. Code § 27383

2005217831 05/26/2005 02:53 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

13 PGS

This Space for Recorder's Use Only

APN: 098-0280-008-03, 098-0280-008-05,
098-0280-001; 098-0280-002-01,
098-0260-018-01

EXEMPT FROM RECORDING FEES pursuant to Government Code §27383, which reads: "No fee shall be charged by the recorder for services rendered to the State, to any municipality, county in the State or other political subdivision thereof, except for making a copy of a paper or record."

Redevelopment Agency of the City of Livermore v. Union Pacific, et al.

Alameda County Superior Court Case No. 2002 067862

TITLE OF DOCUMENT

FINAL ORDER OF CONDEMNATION

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code § 27361.6)
(Additional recording fee applies)

OK. TO CERTIFY

DAVID W. SKINNER, SBN: 146285
JAMES H. DUNCAN, JR., SBN: 142039
KEVIN K. FRANK, SBN: 191564
MEYERS, NAVE, RIBACK, SILVER & WILSON
A Professional Law Corporation
777 Davis Street, Suite 300
San Leandro, CA 94577
Telephone: (510) 351-4300
Facsimile: (510) 351-4481

Attorneys for Plaintiff
REDEVELOPMENT AGENCY
OF THE CITY OF LIVERMORE,
a public body corporate and politic,

ENDORSED
FILED
ALAMEDA COUNTY

MAY 22 2003

CLERK OF THE SUPERIOR COURT
By GLORIA J. AN MATHEWS
Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, a public body corporate and politic, Plaintiff, v. UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, formerly known as Southern Pacific Transportation Company, and DOES I through XXV, inclusive, Defendants. /	**CASE NO: 2002-067862** **FINAL ORDER OF CONDEMNATION** **APNs: 098-0280-008-03** **098-0280-008-05** **098-0280-001** **098-0280-002-01** **098-0260-018-01** **Unlimited Civil Action** **Complaint Filed: October 7, 2002** **Trial Date: Not Assigned**

IT APPEARING, and the Court finding, that the award set forth in the Judgment of Condemnation for the taking of the real property described in Exhibit A, attached hereto, to wit: TWO HUNDRED SEVEN THOUSAND DOLLARS ($207,000) including statutory interest and costs, is full and just compensation for the taking of said property, and the Court being fully informed and good cause appearing therefor,

/ / / / /

/ / / / /

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that upon recordation of this Final Order of Condemnation, the fee simple title to the subject property will vest in Plaintiff THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE free and clear, and discharged of all liens and claims of every kind whatsoever.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the public interest and necessity require the acquisition of the fee simple title in said real property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the subject property is situated in the County of Alameda, State of California, and more particularly described in Exhibit A, attached hereto and incorporated herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment be entered in favor of Plaintiff THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, and against Defendant UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, formerly known as SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, herein on the First Amended Complaint.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the State Treasury Condemnation Fund draw a warrant in the amount of TWO HUNDRED SEVEN THOUSAND DOLLARS ($207,000) payable to UNION PACIFIC RAILROAD COMPANY, and mailed said warrant to Defendant UNION PACIFIC RAILROAD COMPANY in care of David Thatcher, Senior Real Estate Manager, Union Pacific Railroad Company, 1800 Farnum, Omaha, Nebraska 68102.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the State Treasury Condemnation Fund draw a warrant in the remaining amount of ONE THOUSAND FOUR HUNDRED DOLLARS ($1,400), plus any interest accrued to date, payable to THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, and mailed to Plaintiff in care of its attorneys, James H. Duncan, Jr., MEYERS NAVE RIBACK SILVER & WILSON, 555 12th Street, Suite 1500, Oakland, California 94607.

/////

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all ad valorem real property taxes and any penalties and costs thereon pertaining to the property described in Exhibit A of the Stipulation and Order for Judgment in Condemnation and Final Order of Condemnation shall be canceled as of November 27, 2002, pursuant to Sections 4986, 5082, 5085 and 5086 of the Revenue and Taxation Code.

IT IS SO ORDERED.

Dated: MAY 22 2003

STEVEN A. BRICK

JUDGE OF THE SUPERIOR COURT

Redevelopment Agency of the City of Livermore v. Union Pacific
Alameda County Superior Court No. 2002 067862

TRW-REDI
1-800-345-7334

SCALE IN 1/10 OF AN INCH

ASSESSOR'S MAP 98

Code Area Nos. 16-001
16-023

260

Scale: 1" = 100'

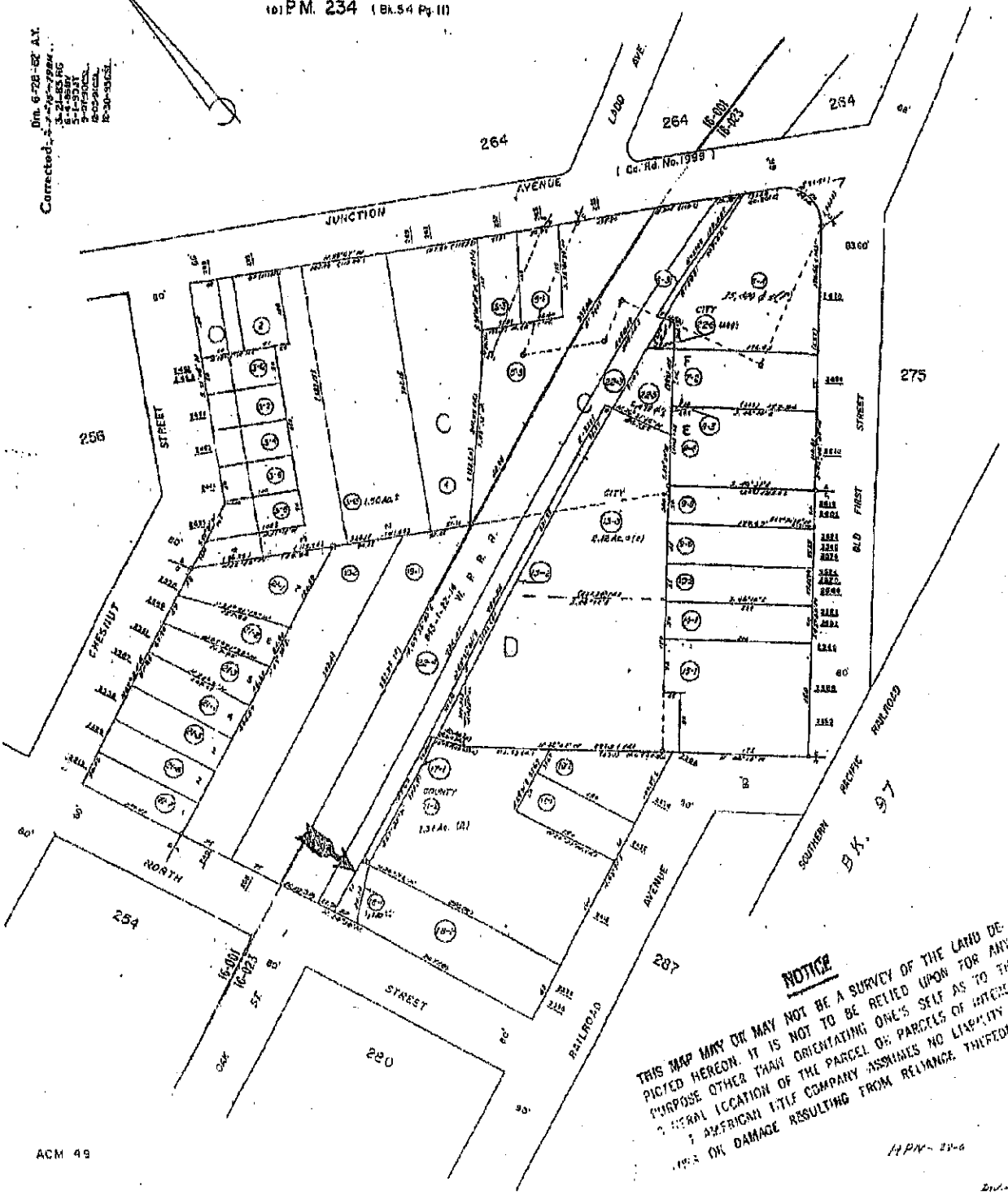
(a) MAP OF THE ESTATE OF A. S. LADD. (Bk.244 Pg.261)

(b) Subdivision Map of Plat C- Ladd Estate (Bk.4 Pg.36)

(c) Portion of Sec. 9, T3S, R2E.

(d) P.M. 234 (Bk.54 Pg.11)

Corrected: Drn. 6-28-82 A.K.



NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE THEREON.

ACM 49

APN- 21-6

TRW-REDI
1-800-345-7334

SCALE IN 1/10 OF AN INCH

Code Area No. 16-023

ASSESSOR'S MAP 98

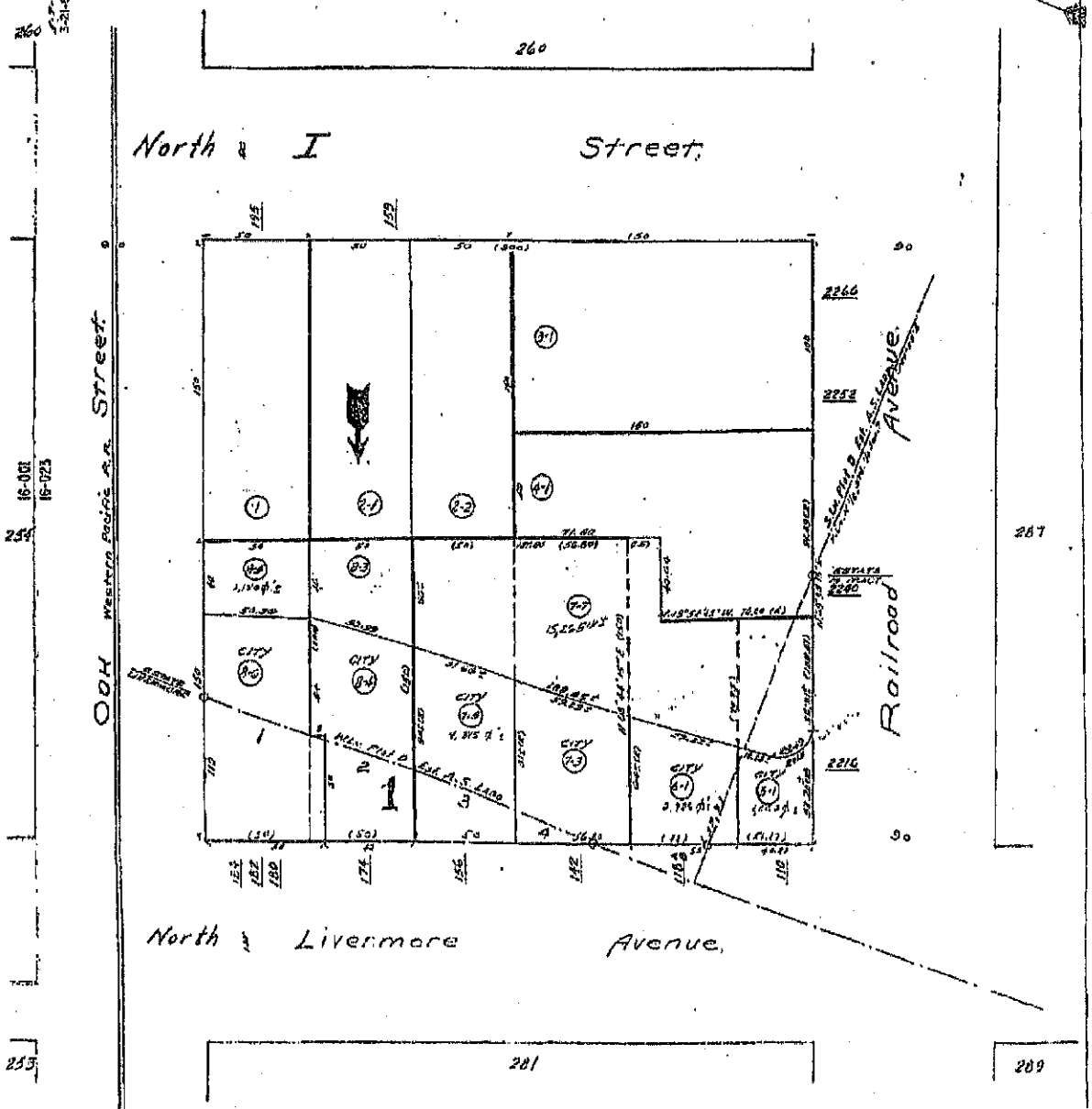
280

Map of the Northern Addition to the Town of Livermore (1875) (Bk 2 Pg. 51)

Plot D [illegible] Estate of A.S. Ladd (Bk. 244 A. Pg. 184)

Map of the McLeod Tract (Bk. 6 Pg. 2)

Scale 1in = 40ft



NOTICE

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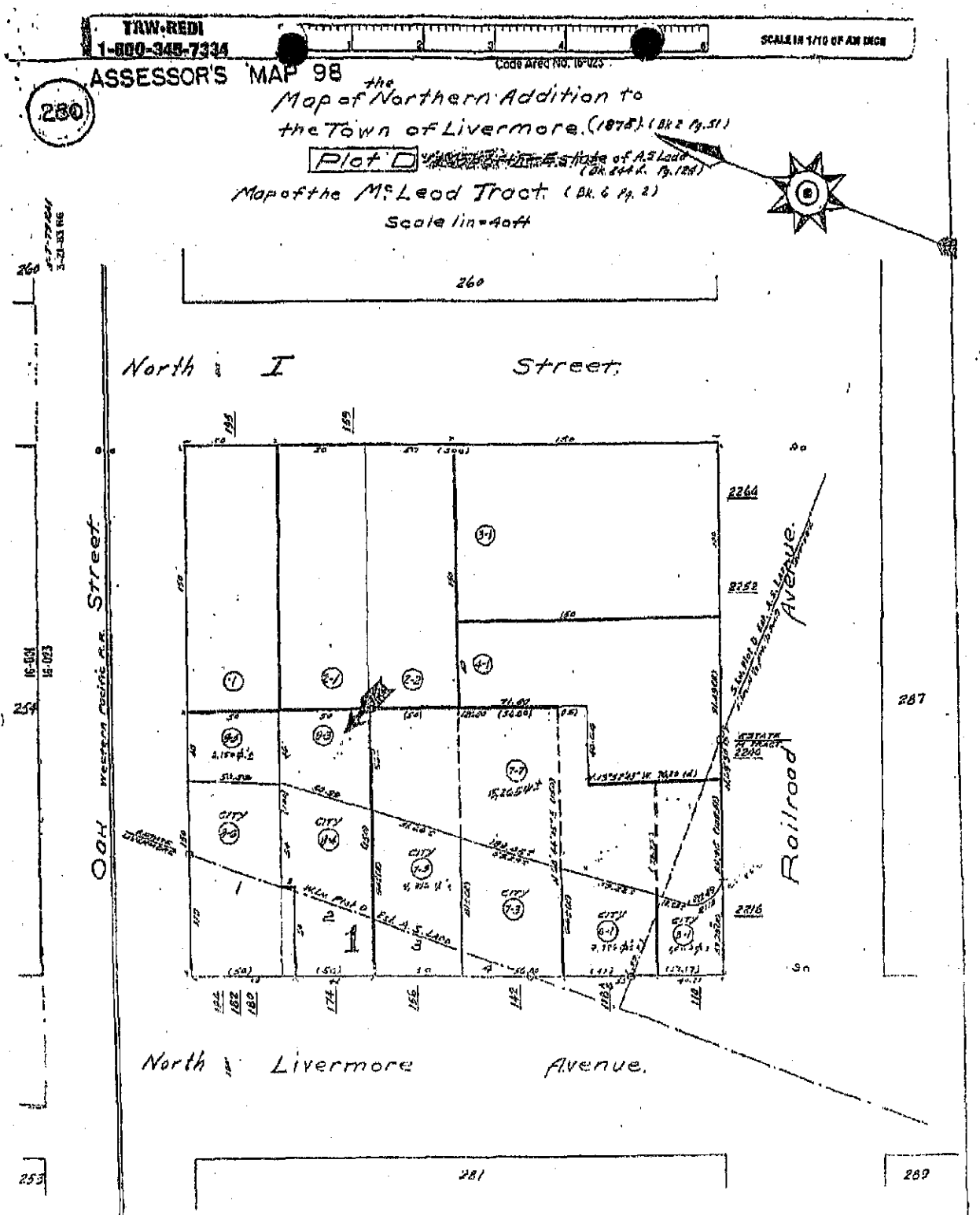
ACM 49

Order: 592335 TOF: PW AL Bk-Pg 98 - 280 Sht 1 of 1



NOTICE

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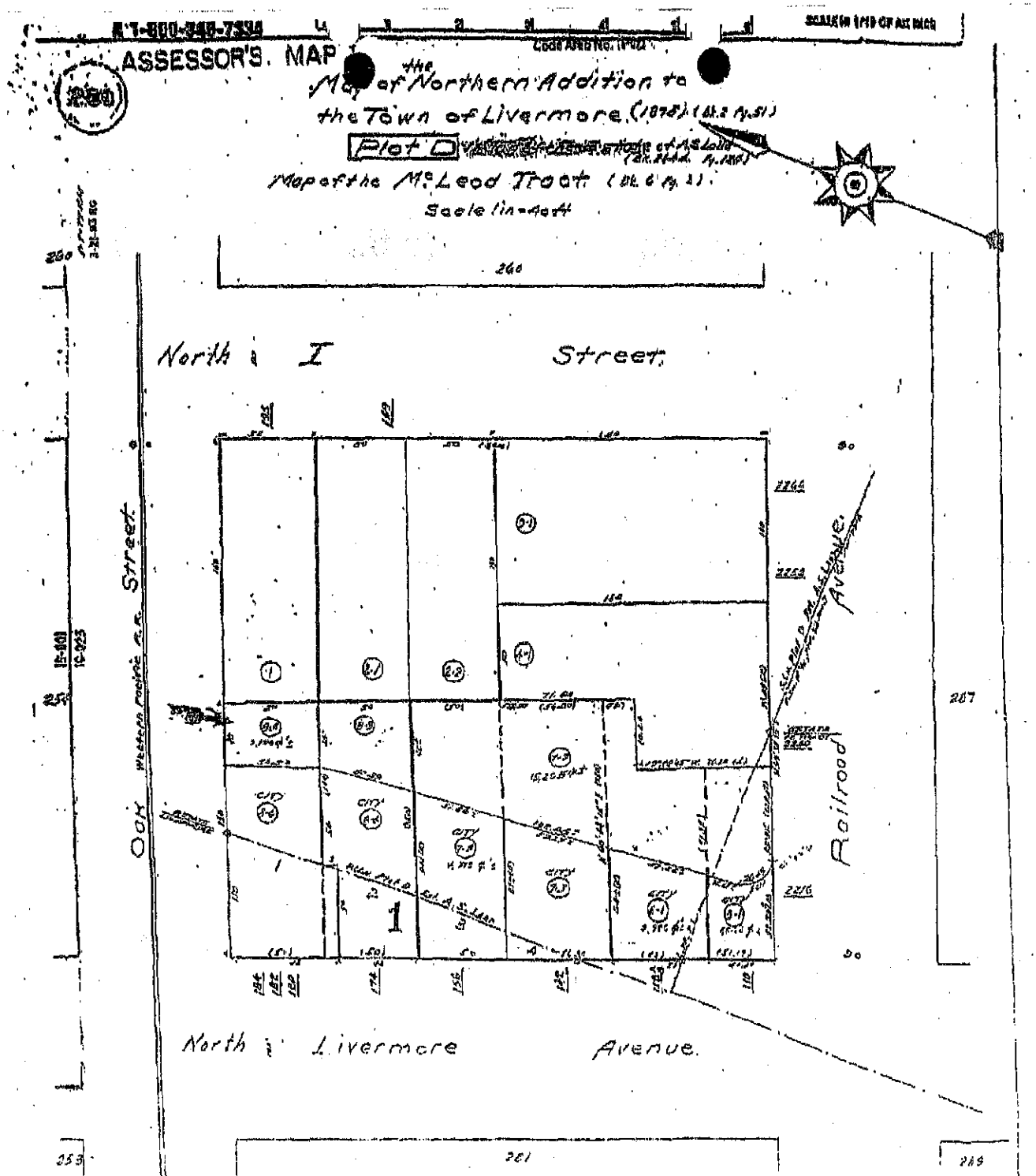
ACM 49

Order: 592882 TOF: PW AL Bk-Pg 98 - 280 Sht 1 of 1



NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE [illegible]

Order 592[illegible] TOF PW AL Bk-Pg 98 - 260 Sht 1 of 1

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO
The foregoing document is a true and
correct copy of the original
on file in this office

ATTEST MAY 22 2006

CLERK OF THE SUPERIOR COURT
By: [illegible]
Deputy

SUBSTITUTION OF LEGIBLE ORIGINAL DOCUMENT
(Government Code Section 27361.7)

I DECLARE UNDER PENALTY OF PERJURY THAT THIS HANDWRITTEN / TYPEWRITTEN LEGIBLE COPY IS TRUE COPY OF THE ORIGINAL PAGE(S)

DATE: 10/13/03 SIGNATURE [signature]

PROPERTY DESCRIPTION
PROPOSED PARCEL 2
(CITY OF LIVERMORE LOT LINE ADJUSTMENT NO. _____)

REAL PROPERTY IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING A PORTION OF PLOT "D" OF THE SUBDIVISION OF THE A.S. LADD ESTATE FILED IN BOOK 244D OF MAPS AT PAGE 124, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF NORTH "I" STREET (80.00 FEET WIDE), DISTANT THEREON SOUTH 20°30'00" EAST 10.00 FEET FROM THE SOUTH LINE OF OAK STREET (80.00 FEET WIDE); THENCE NORTH 69°28'00' EAST 80.00 FEET; THENCE SOUTH 20°30'00" EAST 290.05 FEET TO THE NORTH LINE OF RAILROAD AVENUE (90.00 FEET WIDE); THENCE SOUTH 69°30'00" WEST 80.00 FEET TO SAID EAST LINE OF NORTH "I" STREET; THENCE NORTH 20°30'00" WES¯ 290.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.53 ACRES MORE OR LESS.
END OF DESCRIPTION

A PLAT LABELED "PROPOSED PARCEL 2" SHOWING THE ABOVE DESCRIBED AREA IS ATTACHED HERETO AND MADE A PART HEREOF.

_____
David F. Yarrington P.L. S 5996
Expires 12-31-2004

DATE: March 26, 2003
DEA Job No. LIVR0000-005

Exhibit A

SUBSTITUTION OF LEGIBLE ORIGINAL DOCUMENT
(Government Code Section 27361.7)

I DECLARE UNDER PENALTY OF PERJURY THAT THIS HANDWRITTEN / TYPEWRITTEN LEGIBLE COPY IS TRUE COPY OF THE ORIGINAL PAGE(S)

DATE: 10-13-03 SIGNATURE

PROPERTY DESCRIPTION
CITY OF LIVERMORE'S REMAINING PARCEL ON OAK STREET
BETWEEN NORTH LIVERMORE AVENUE AND NORTH I STREET

REAL PROPERTY IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING LOT 11 AND A PORTION OF LOTS 1, 2, AND 12 OF BLOCK 1 AS SHOWN ON THE "MAP OF THE NORTHERN ADDITION TO THE TOWN OF LIVERMORE SURVEYED FOR ALEX'R ESDON JULY 1875, W.F. BOARDMAN, C.E." FILED SEPTEMBER 20, 1875 IN BOOK 2 OF MAPS AT PAGE 51, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE ALONG THE EAST LINE OF SAID LOT 12, SOUTH 20°30'00" EAST 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING, SOUTH 20°30'00" EAST 90.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 69°30'00" WEST 206.00 FEET TO THE SOUTHWEST CORNER OF PARCEL 24B AS DESCRIBED IN THE GRANT DEED FROM THE CITY OF LIVERMORE TO SOUTHERN PACIFIC TRANSPORTATION COMPANY RECORDED FEBRUARY 16, 1979 AS INSTRUMENT NO. 79-030431, ALAMEDA COUNTY RECORDS; THENCE NORTH 9°11'24" WEST 50.99 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 24B; THENCE ALONG THE WEST LINE OF PARCEL 23B AS DESCRIBED IN SAID GRANT DEED NO. 79-030431, NORTH 13°39'26" WEST 40.29 FEET TO A POINT 10.00 FEET DISTANT TO, MEASURED AT RIGHT ANGLES, THE NORTH LINE OF SAID LOT 1; THENCE ALONG A LINE PARALLEL WITH AND 10.00 DISTANT TO SOUTHERLY SAID NORTH LINE OF LOTS 1 AND 12, NORTH 69°30'00" EAST 191.20 FEET TO THE POINT OF BEGINNING.

END OF DESCRIPTION.

_____
David F. Yarrington P.L. S 5996
Expires 12-31-2004

DATE: _____
DEA Job No. LIVR0000-005

Exhibit B

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN LAND AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

LIVERMORE VALLEY CENTER PROJECT

Assessor's Parcel Nos: 098-0280-008-03, 098-0280-008-05,
098-0280-001, 098-0280-002-01, 098-0260-018-01
(LVC Parcels 16, 17, 18, 19, and 24)

IT IS RESOLVED by the Redevelopment Agency of the City of Livermore, Livermore, California, as follows:

WHEREAS, it is desirable and necessary for the Redevelopment Agency of the City of Livermore to acquire the fee simple title in and to real property more particularly described in Exhibit "A," attached hereto and made a part hereof by reference, for redevelopment purposes in connection with the above-captioned Project. The name and address of the owner who has interests to be acquired is as follows:

Union Pacific Railroad
c/o Lisa Burnside
Real Estate Manager
1800 Farnam
Omaha, Nebraska 68102

WHEREAS, the Redevelopment Agency of the City of Livermore is vested with the power of eminent domain to acquire said leasehold interests by virtue of Article 1, Section 19, of the Constitution of the State of California, Section 33391 of the Health and Safety Code of the State of California and Sections 1240.050, 1240.010, 1240.110, 1240.120 and 1240.610 of the Code of Civil Procedure of the State of California; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California, notice has been duly given to the owners of the subject property and whose names and addresses appear on the last Alameda County equalized assessment roll, all of whom have been given a reasonable opportunity to appear and be heard before the Redevelopment Agency of the City of Livermore on the following matters:

(a) Whether the public interest and necessity require the Project;

(b) Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c) Whether the interests sought to be acquired are necessary for the Project; and

(d) Whether the offer to purchase required by Government Code section 7267.2 has been submitted to the owners of the real property interests.

WHEREAS, pursuant to the provisions of Section 7267.2 of the Government Code of the State of California, the Redevelopment Agency of the City of Livermore has made an offer to the owner of subject property for just compensation;

NOW, THEREFORE, IT IS FOUND, DETERMINED, AND ORDERED as follows:

1. The public interest and necessity require the Project;
2. The Project is planned and located in the manner which will be most compatible with the greatest public good and the least private injury;
3. The property interests sought to be acquired are necessary for the project;
4. The offer required by section 7267.2 of the Government Code of the State of California has been made to the owners of subject property;
5. The Project herein is consistent with the land uses analyzed in the Final Environmental Impact Report on the Livermore Redevelopment Plan and the Urban Design Plan (certified by the City Council in August 1992), and

the Addendum to the Final Environmental Impact Report on the Livermore Redevelopment Strategy and Urban Design Plan (certified by the City Council in September 1998).

6. The City Attorney of the City of Livermore or his duly authorized designee be, and he is hereby authorized and directed to institute and conduct to conclusion an action in eminent domain for the acquisition of the estates and interests aforesaid and to take such action as he may deem advisable or necessary in connection therewith;

7. An order for prejudgment possession may be obtained in said action and a warrant issued to the State Treasury Condemnation Fund, in the amount determined by the Court to be do deposited, as a condition to the right of immediate possession.

APPROVED AS TO FORM

Daniel S. Rodegan

GENERAL COUNSEL

On motion of Agency Member Vargas, seconded by Agency Member Beeman, the foregoing action was taken on this 23 day of September, 2002, by the following vote:

AYES: **AGENCYMEMBERS** Beeman, Dietrich, Reitter, Vargas, Chairperson Kamena

NOES: **AGENCYMEMBERS** None

ABSENT: **AGENCYMEMBERS** None

Marshall Kamena

CHAIRPERSON, REDEVELOPMENT AGENCY
OF THE CITY OF LIVERMORE, CALIFORNIA

ATTEST:

Julie Mitchem, Deputy

SECRETARY

BB S:\AGENDA\09-23\Union Pacific.DOC

EXHIBIT A TO UNION PACIFIC RESOLUTION

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

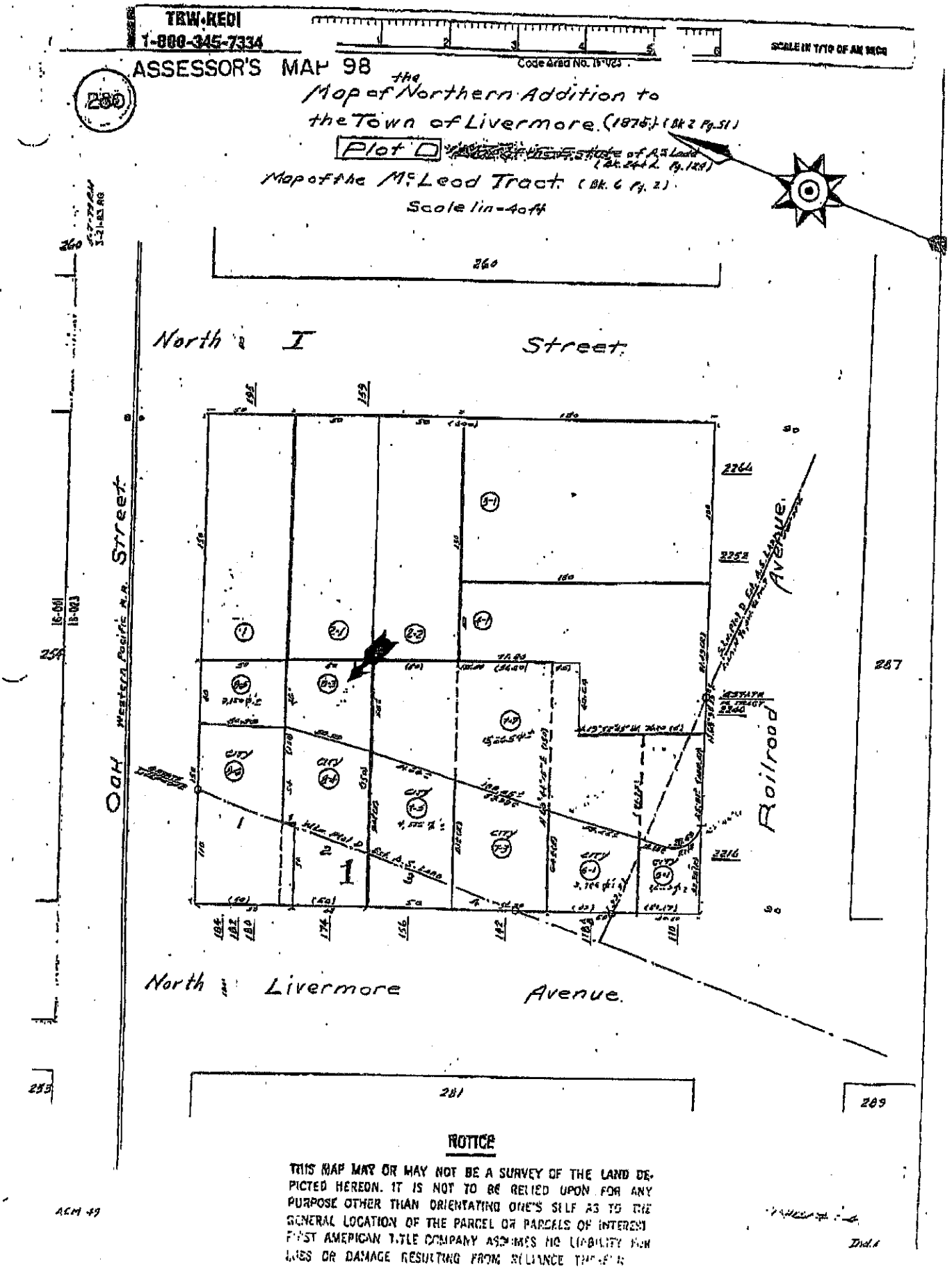
A portion of that certain parcel of land described in the Deed of joint tenancy, recorded June 7, 1962, Reel 602, Image 197 (AT/76586), Alameda County Records, more particularly described as follows:

Commencing at the westernmost corner of said parcel of land herein referred to, said point being 58 feet southeasterly along the northeastern boundary line of Livermore Avenue from the southeastern boundary line of Oak Street; thence northeasterly at right angles to the aforesaid northeastern boundary line of Livermore Avenue 50 feet; thence at right angles to the left 8 feet; thence at right angles to the right 54.00 feet to the true point of beginning; thence northeasterly along the prolon portion of last said line 46.00 feet; thence at right angles to the right 50 feet along the easterly boundary line of said parcel of land; thence at right angles to the right and parallel with said southeastern boundary line of Oak Street, 56.00 feet; thence to the right through an angle of 101° 18' 35.7", a distance of 50.99 feet to the true point of beginning.

A.P. No.: 098-0280-008-03

*****

EXHIBIT A



NOTICE

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LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

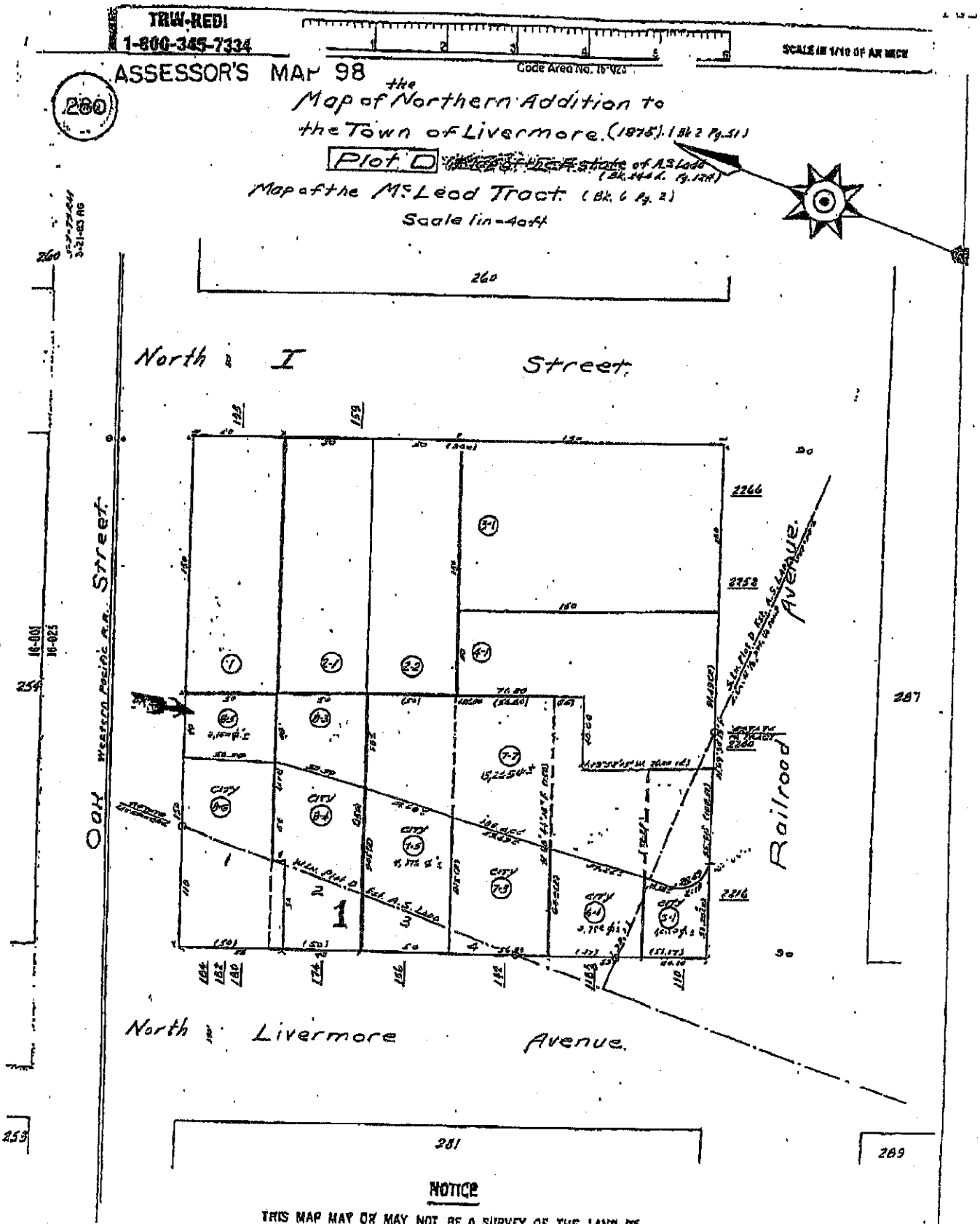
A portion of that certain parcel of land described in the deed to the City of Livermore, recorded April 21, 1975, Reel 3939, OR., Image 538, Alameda County Records, more particularly described as follows:

A portion of Lot 1, Block 1, "Map of the Northern Addition to the Town of Livermore", filed September 20, 1875, Map Book 2, Page 51, Alameda County Records, described as follows: COMMENCING at the intersection of the Northeastern line of Livermore Avenue with the Southeastern line of Oak Street as said Streets are shown on the Map herein referred to; thence Easterly along the Southeastern line of Oak Street 110.00 feet to the TRUE POINT OF BEGINNING; thence, continuing along said Southeastern line of Oak Street, 40.00 feet; thence at right angles to the right 50.00 feet; thence at right angles to the right 46.00 feet; thence to the right through an angle of 96° 50' 34" 50.36 feet to the Point of Beginning.

A.P. No.: 098-0280-008-05

*****

EXHIBIT A



NOTICE

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ACM 49

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

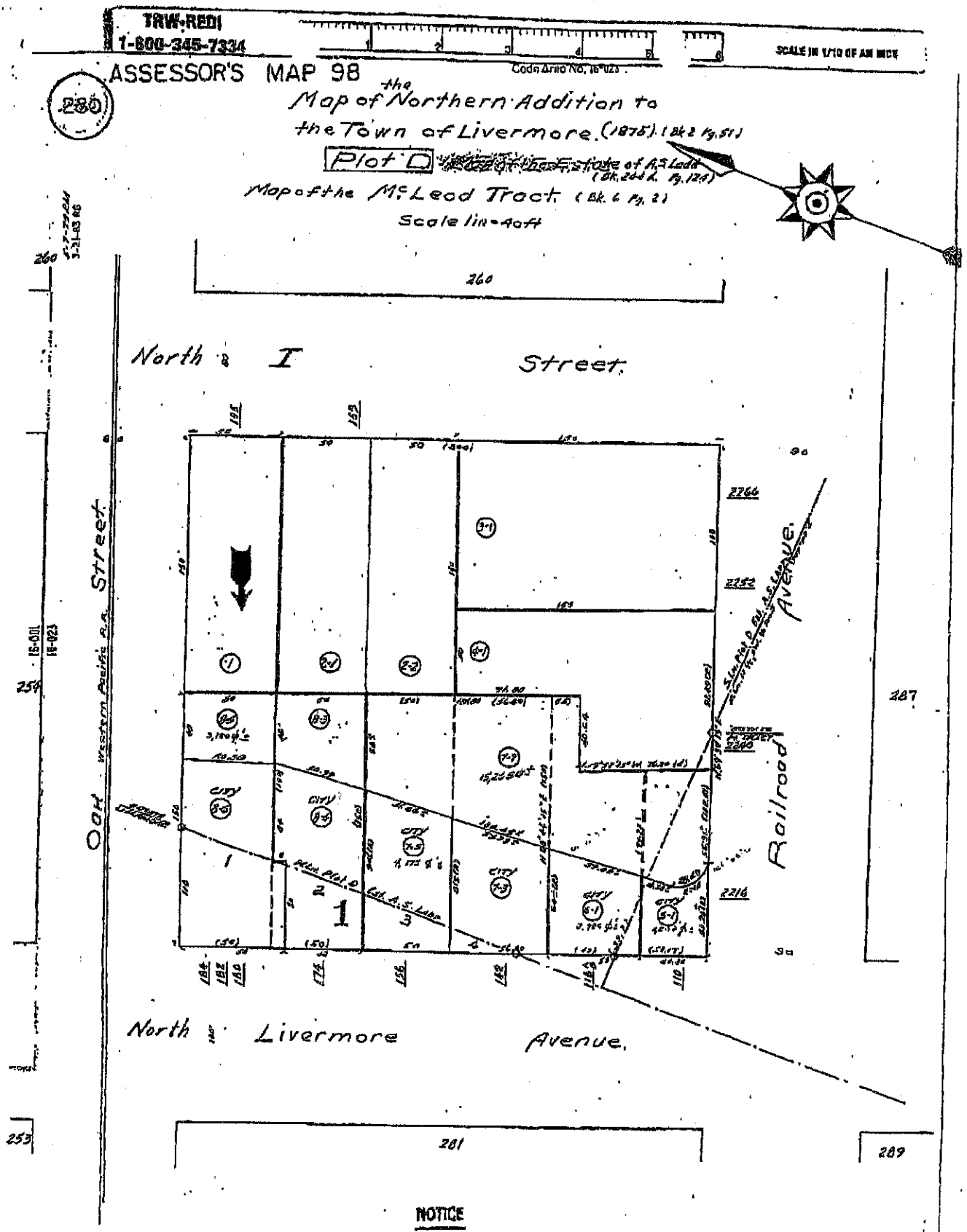
Beginning at a point on the Southeasterly line of Oak Street projected in a right line Northeasterly from the Western boundary line of Section 9, Township 3 South, Range 2 East, Mount Diablo Base and Meridian, a distance of 228.84 feet; thence at right angles to said line so projected Southeasterly 50 feet; thence at right angles Northeasterly 150 feet to the point of beginning.

Being Lot 12, in Block 1, as said Lot and Block are shown on the "Map of the Northern Addition to the Town of Livermore, Surveyed for Alexander Esdon, July, 1875, W. F. Boardman, C.E.", filed in the office of the County Recorder of Alameda County, on September 20, 1875 and being Lot 12 in Block A of the O'Leary Tract as surveyed by George L. Nusbaumer, County Surveyor.

A.P. No.: 098-0280-001

*****

EXHIBIT A



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Order: 602884 TOF: PW

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

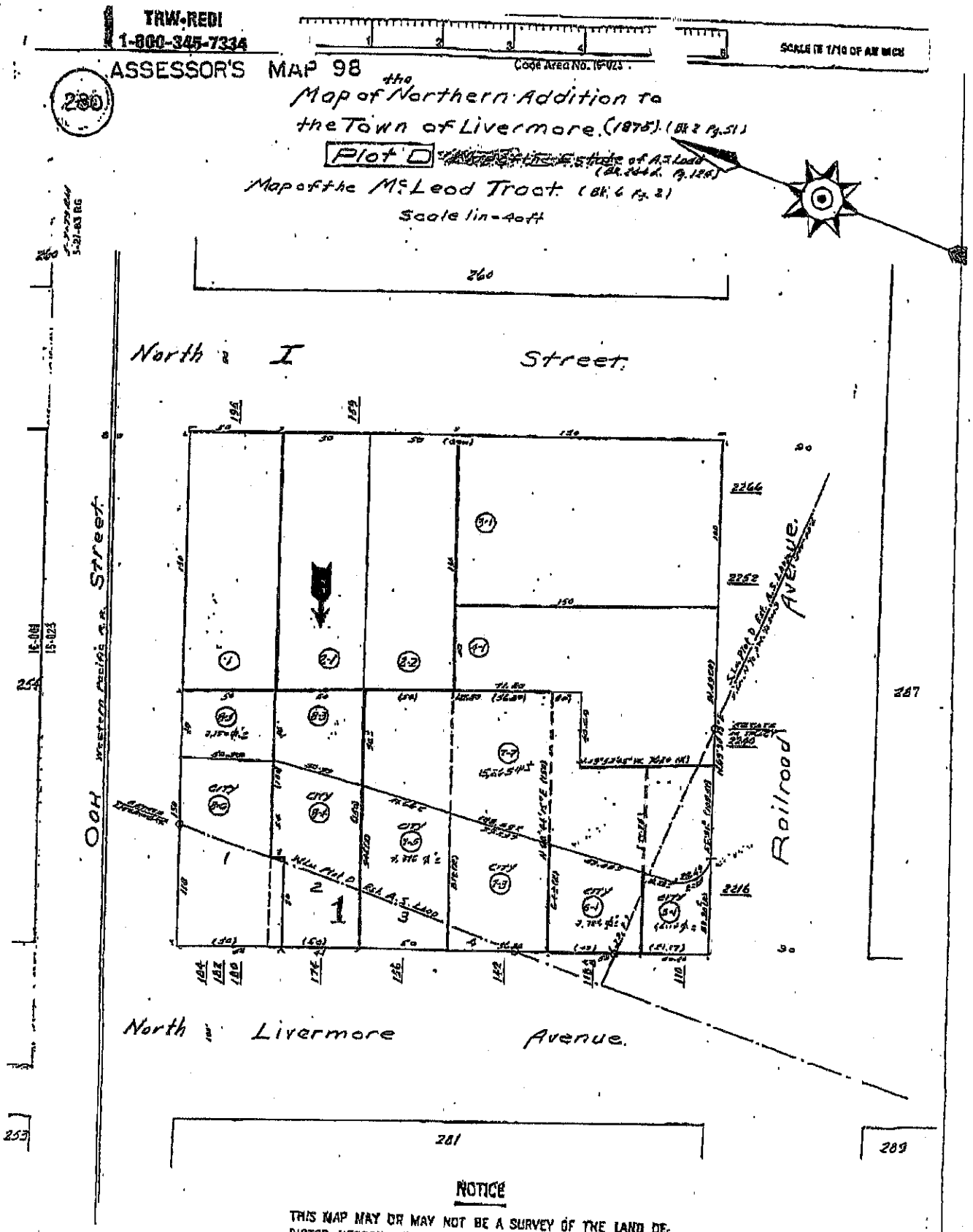
A portion of that certain parcel described in the deed recorded March 29, 1932, Book 2813, Page 28, (CC-16193), Alameda County Records, described as follows:

Beginning at the Northernmost corner of that certain parcel herein referred to, said corner being 50 feet southerly along the Westerly boundary line of North "I" Street from the southerly boundary line of Oak Street, thence Southerly along the prolongation of said Westerly boundary line 50 feet; thence at right angles to the right 150 feet; thence at right angles to the right along the Westerly boundary line of said parcel 50 feet; thence at right angles to the right along the Northerly boundary line of said parcel 150 feet to the point of beginning.

A.P. No.: 098-0280-002-01

*****

EXHIBIT A



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ACM 49

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

A portion of that certain parcel of land described in the deed, recorded May 17, 1973, Reel 3419 OR, Image 273 (73-67454), Alameda County Records, described as follows:

Beginning at the Westernmost corner of that certain parcel herein referred to, said point being the intersection of the Northeasterly boundary line of North "I" Street and the Southeasterly boundary line of the Western Pacific Railroad right-of-way; thence Northeasterly along said Southeasterly boundary line 80.00 feet to the Northeasterly boundary line of said parcel; thence at right angles to the right 10.00 feet along the Northeasterly boundary line of said parcel; thence Southwesterly to a point of intersection with the Northeasterly boundary line of said North "I" Street, said point of intersection being 33.00 feet Southeasterly along the said Northeasterly boundary line from the point of beginning; thence Northwesterly along said Northeasterly boundary line 33.00 feet to the point of beginning.

A.P. No.: 098-0260-018-01

*****

EXHIBIT A

TRW-REDI
1-800-345-7334

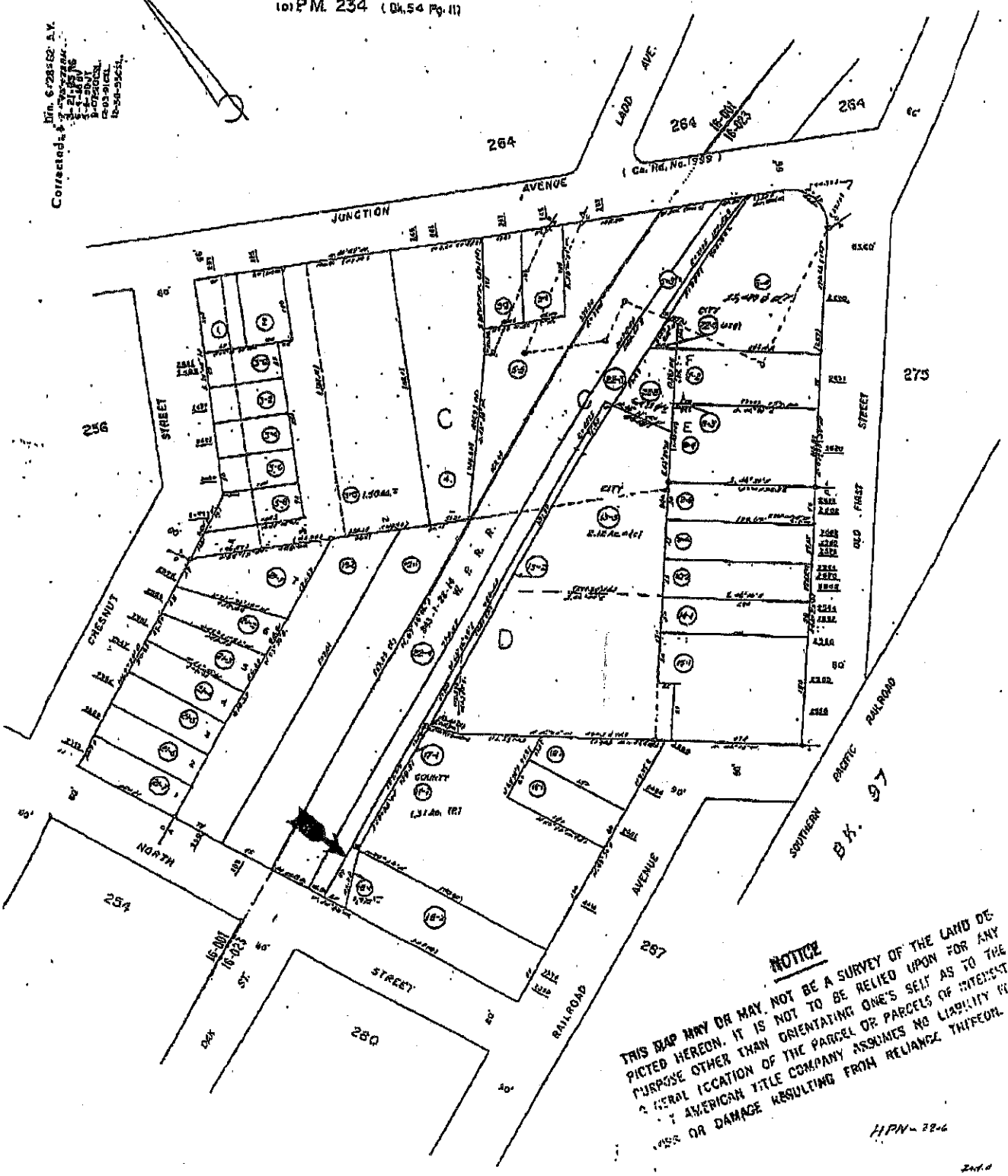
SCALE IN 1/10 OF AN INCH

ASSESSOR'S MAP 98

Code Area Nos. 16-001
16-023

260 Scale: 1" = 100'

(a) MAP OF THE ESTATE OF A. S. LADD. (Bk.244, Pg.124)
(b) Subdivision Map of Plot C- Ladd Estate (Bk.4 Pg.26)
(c) Portion of Sec. 9, T3S, R2E.
(d) P.M. 234 (Bk.54 Pg.11)

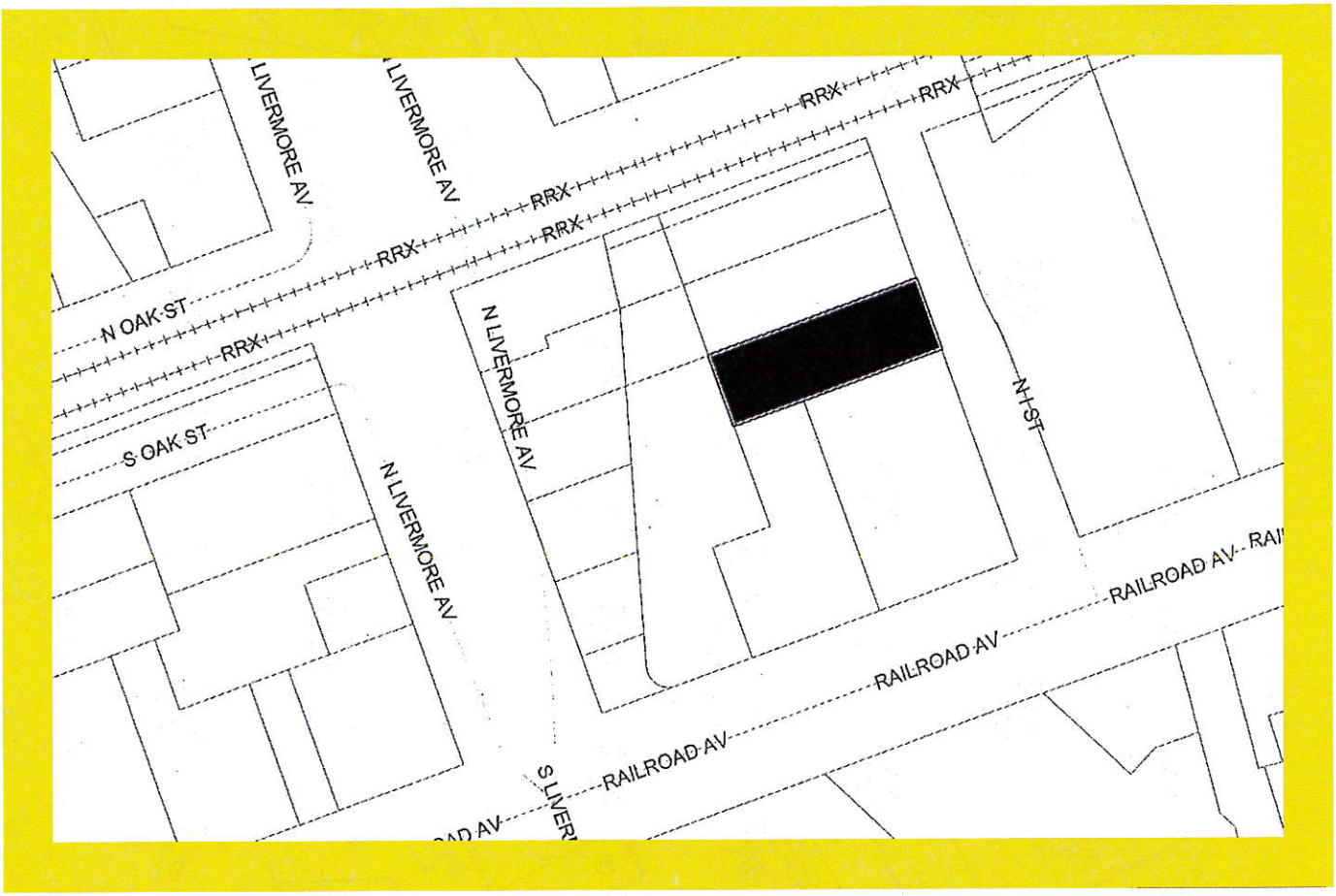


NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. THE AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE THEREON.

HPN - 22-6

City of Livermore, CA APN: 098-0280-002-02 ADDRESS: 159 N I St



SCALE 1 : 1,300

100 0 100 200 300

FEET

N

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089531 03/23/2011 04:17 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

7 PGS

cc: HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 098-0280-002-01 & 098-0280-002-02

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a Public Body Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as Redevelopment Agency of the City of Livermore

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERE OF, SUBJECT TO THE COVENANTS AND RESTRICTIONS IN EXHIBIT "B" ATTACHED HERETO.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me, _____ personally appeared _____

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

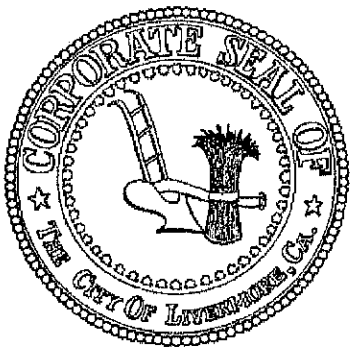
}
STATE OF CALIFORNIA } SS.
COUNTY OF ALAMEDA }

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

EXHIBIT "A"

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERN LINE OF "I" STREET DISTANT THEREON FIFTY FEET SOUTHERLY FROM THE POINT OF INTERSECTION THEREOF, WITH THE SOUTHERN LINE OF OAK STREET AS SAID STREETS ARE SHOWN ON THE MAP HEREINAFTER REFERRED TO; RUNNING THENCE SOUTHERLY ALONG SAID LINE OF "I" STREET, ONE HUNDRED FEET; THENCE AT RIGHT ANGLES WESTERLY ONE HUNDRED FIFTY (150) FEET; THENCE AT RIGHT ANGLES NORTHERLY ONE HUNDRED (100) FEET; THENCE AT RIGHT ANGLES EASTERLY ONE HUNDRED FIFTY (150) FEET TO THE POINT OF COMMENCEMENT ON SAID LINE OF "I" STREET.

BEING A PORTION OF BLOCK NO. 1, AS SAID BLOCK IS LAID DOWN AND DELINEATED UPON THAT CERTAIN MAP ENTITLED "MAP OF THE NORTHERN ADDITION TO THE TOWN OF LIVERMORE", SURVEYED FOR ALEX'R EDSON, JULY 1875, W. F. BOARDMAN, C.E., FILED SEPTEMBER 20, 1875, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

EXCEPTING THEREFROM, THAT REAL PROPERTY GRANTED BY AMELIA ULIANA, GRANTOR, TO THE CITY OF LIVERMORE, A MUNICIPAL CORPORATION, GRANTEE, IN THAT CERTAIN DEED DATED DECEMBER 11, 1975, RECORDED JANUARY 16, 1975, AS INSTRUMENT NO. 75-7404 AT REEL 4229, IMAGE 40, IN THE OFFICIAL RECORDS OF ALAMEDA COUNTY DESCRIBED AS FOLLOWS:

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN THE DEED RECORDED MARCH 29, 1932, BOOK 2813, PAGE 28, (CC-16193), ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERNMOST CORNER OF THAT CERTAIN PARCEL HEREIN REFERRED TO, SAID CORNER BEING FIFTY (50) FEET SOUTHERLY ALONG THE WESTERLY BOUNDARY LINE OF NORTH "I" STREET FROM THE SOUTHERLY BOUNDARY LINE OF OAK STREET, THENCE SOUTHERLY ALONG THE PROLONGATION OF SAID WESTERLY BOUNDARY LINE FIFTY (50) FEET; THENCE AT RIGHT ANGLES TO THE RIGHT ONE HUNDRED FIFTY (150) FEET; THENCE AT RIGHT ANGLES TO THE RIGHT ALONG THE WESTERLY BOUNDARY LINE OF SAID PARCEL FIFTY (50) FEET; THENCE AT RIGHT ANGLES TO THE RIGHT ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL ONE HUNDRED FIFTY (150) FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 098-0280-002-01
098-0280-002-02

EXHIBIT "B"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 098-0280-002-01 & 098-0280-002-02) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
Redevelopment Agency City of Livermore
159 North I Street
Livermore, CA

2006285929 07/25/2006 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 14.00

3 PGS

Space Above This Line for Recorder's Use Only

A.P.N.: 098-0280-002-02 and 098-0280-002-02

File No.: 0131-614852ala (DB)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX **$None - City government agency is grantee**; CITY TRANSFER TAX **$0.00**;
SURVEY MONUMENT FEE $

[ ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; [x] City of **Livermore**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Donald Uliana and Sara Laughlin and Bernice B. Mingola, Trustee, Bernice B. Mingola Living Trust, dated March 4, 1999**

hereby GRANTS to **Redevelopment Agency of the City of Livermore**

the following described property in the City of **Livermore**, County of **Alameda**, State of **California**:

COMMENCING AT A POINT ON THE WESTERN LINE OF "I" STREET DISTANT THEREON FIFTY FEET SOUTHERLY FROM THE POINT OF INTERSECTION THEREOF, WITH THE SOUTHERN LINE OF OAK STREET AS SAID STREETS ARE SHOWN ON THE MAP HEREINAFTER REFERRED TO; RUNNING THENCE SOUTHERLY ALONG SAID LINE OF "I" STREET, ONE HUNDRED FEET; THENCE AT RIGHT ANGLES WESTERLY ONE HUNDRED FIFTY (150) FEET; THENCE AT RIGHT ANGLES NORTHERLY ONE HUNDRED (100) FEET; THENCE AT RIGHT ANGLES EASTERLY ONE HUNDRED FIFTY (150) FEET TO THE POINT OF COMMENCEMENT ON SAID LINE OF "I" STREET.

BEING A PORTION OF BLOCK NO. 1, AS SAID BLOCK IS LAID DOWN AND DELINEATED UPON THAT CERTAIN MAP ENTITLED "MAP OF THE NORTHERN ADDITION TO THE TOWN OF LIVERMORE", SURVEYED FOR ALEX'R EDSON, JULY 1875, W. F. BOARDMAN, C.E., FILED SEPTEMBER 20, 1875, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

EXCEPTING THEREFROM, THAT REAL PROPERTY GRANTED BY AMELIA ULIANA, GRANTOR, TO THE CITY OF LIVERMORE, A MUNICIPAL CORPORATION, GRANTEE, IN THAT CERTAIN DEED DATED DECEMBER 11, 1975, RECORDED JANUARY 16, 1975, AS INSTRUMENT NO. 75-7404 AT REEL 4229, IMAGE 40, IN THE OFFICIAL RECORDS OF ALAMEDA COUNTY DESCRIBED AS FOLLOWS:

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN THE DEED RECORDED MARCH 29, 1932, BOOK 2813, PAGE 28, (CC-16193), ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

Mail Tax Statements To: **SAME AS ABOVE**

ORIGINAL DOCUMENT NEVER RCVD FROM RECORDER'S OFFICE DUE TO INCORRECT ADDRESS LISTED FOR REDEVELOPMENT AGENCY. CERTIFIED COPY OBTAINED FROM RECORDER'S OFFICE APRIL 4, 2007.

BEGINNING AT THE NORTHERNMOST CORNER OF THAT CERTAIN PARCEL HEREIN REFERRED TO, SAID CORNER BEING FIFTY (50) FEET SOUTHERLY ALONG THE WESTERLY BOUNDARY LINE OF NORTH "I" STREET FROM THE SOUTHERLY BOUNDARY LINE OF OAK STREET, THENCE SOUTHERLY ALONG THE PROLONGATION OF SAID WESTERLY BOUNDARY LINE FIFTY (50) FEET; THENCE AT RIGHT ANGLES TO THE RIGHT ONE HUNDRED FIFTY (150) FEET; THENCE AT RIGHT ANGLES TO THE RIGHT ALONG THE WESTERLY BOUNDARY LINE OF SAID PARCEL FIFTY (50) FEET; THENCE AT RIGHT ANGLES TO THE RIGHT ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL ONE HUNDRED FIFTY (150) FEET TO THE POINT OF BEGINNING.

Dated: 07/06/2006

Donald Uliana
Donald Uliana

Sara Laughlin
Sara Laughlin

Bernice B. Mingoia, Trustee, Bernice B. Mingoia Living Trust, dated March 4, 1999

Bernice B. Mingoia, Trustee
Bernice B. Mingoia, Trustee

STATE OF California)SS
COUNTY OF Alameda)

On July 7, 2006, before me, Belva May Field, Notary Public, personally appeared Bernice B. Mingoia, Donald Uliana, + Sara Laughlin, 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
Belva Mayfield

BELVA MAYFIELD
Commission # 1514607
Notary Public - California
Alameda County
My Comm. Expires Sep 20, 2008

My Commission Expires: 9-20-08

This area for official notarial seal

Notary Name: Belva May Field
Notary Registration Number: 1514607

Notary Phone: 925-454 2416
County of Principal Place of Business: Alameda

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated July 6, 2006, from Donald Uliana, as to an undivided 1/3 interest; Sara Laughlin, as to an undivided 1/3 interest; and Bernice B. Mingoia Trustee, Bernice B. Mingoia Living Trust, Dated March 4,1999, as to an undivided 1/3 interest, (APN 098-0260-018-02) to the Redevelopment Agency of the City of Livermore, is hereby accepted by the undersigned Secretary on behalf of the Redevelopment Agency of the City of Livermore pursuant to authority conferred by Resolution No. RA-3-89 of the Redevelopment Agency of the City of Livermore adopted on January 23, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: July 13, 2006

Alice Calvert

Alice Calvert, Secretary
Redevelopment Agency of
the City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

This is to certify that this is a true copy of the document on file in this office

ATTEST: APR 0 4 2007

COUNTY RECORDER
ALAMEDA COUNTY, CALIFORNIA

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH DONALD ULIANA, SARA LAUGHLIN, AND BERNICE B. MINGOIA, TRUSTEE, BERNICE B. MINGOIA LIVING TRUST, DATED MARCH 4, 1999, FOR THE REAL PROPERTY AT 159 NORTH I STREET (APN 098-0280-002-02) AND FOR AN APPROPRIATION OF $420,000 PLUS ESCROW COSTS FROM AGENCY 2001 TAX ALLOCATION BOND FUNDS (FUND 583) DESIGNATED FOR LAND ACQUISITION.

It is desirable and necessary for the Redevelopment Agency of the City of Livermore (Agency) to purchase the real property located at 159 North I Street (APN 098-0280-002-02) from Donald Uliana, Sara Laughlin, and Bernice B. Mingoia, Trustee, Bernice B. Mingoia Living Trust, Dated March 4, 1999, (Property Owners) and to appropriate $420,000 plus customary escrow costs from Agency 2001 Tax Allocation Bonds, Fund 583, designated for land acquisition.

The Property Owners approached the Agency with a request for a proposal to purchase the property for the Livermore Valley Center (LVC) project.

The Agency wishes to acquire property for the LVC project.

At the direction of the Board, staff negotiated a purchase and sale agreement with the property owners.

IT IS RESOLVED by the Redevelopment Agency of the City of Livermore that:

1. The Executive Director is authorized to execute on behalf of the Redevelopment Agency a Purchase and Sale Agreement, Grant Deed, and related documents between the Redevelopment Agency and Donald Uliana, Sara Laughlin, and Bernice B. Mingoia, Trustee, Bernice B. Mingoia Living Trust, Dated March 4, 1999, for the real property at 159 North I Street; a copy of which is on file in the office of the City Clerk; and

2. An appropriation of $420,000 plus customary escrow costs is authorized from Agency 2001 Tax Allocation Bond, Fund 583, for purchase of the property at 159 North I Street is approved.

On the motion of Agencymember Marchand, seconded by Vice Chair Leider, the foregoing Resolution was passed and adopted this 10th day of July, 2006, by the following vote:

AYES: Agencymembers Marchand, Reitter, Vice Chair Leider and Chairperson Kamena
NOES: None
ABSENT: Agencymember Dietrich
ABSTAIN: None

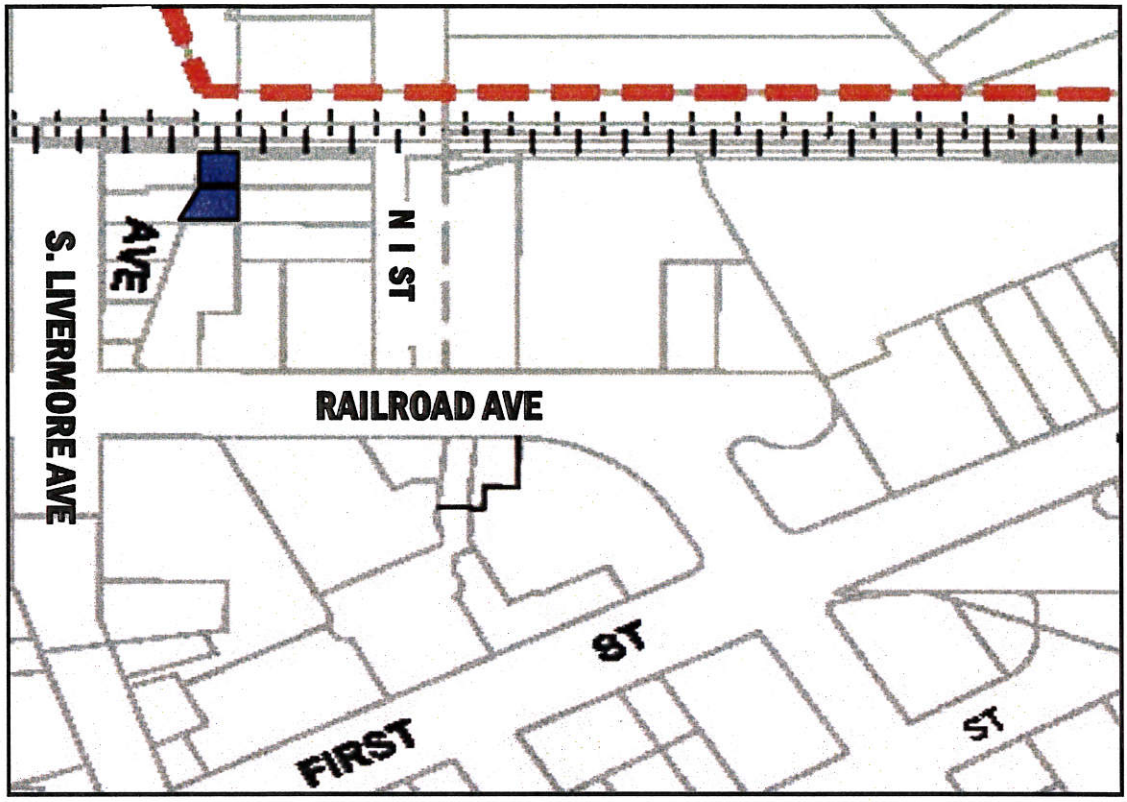
ATTEST:

SECRETARY

APPROVED AS TO FORM:

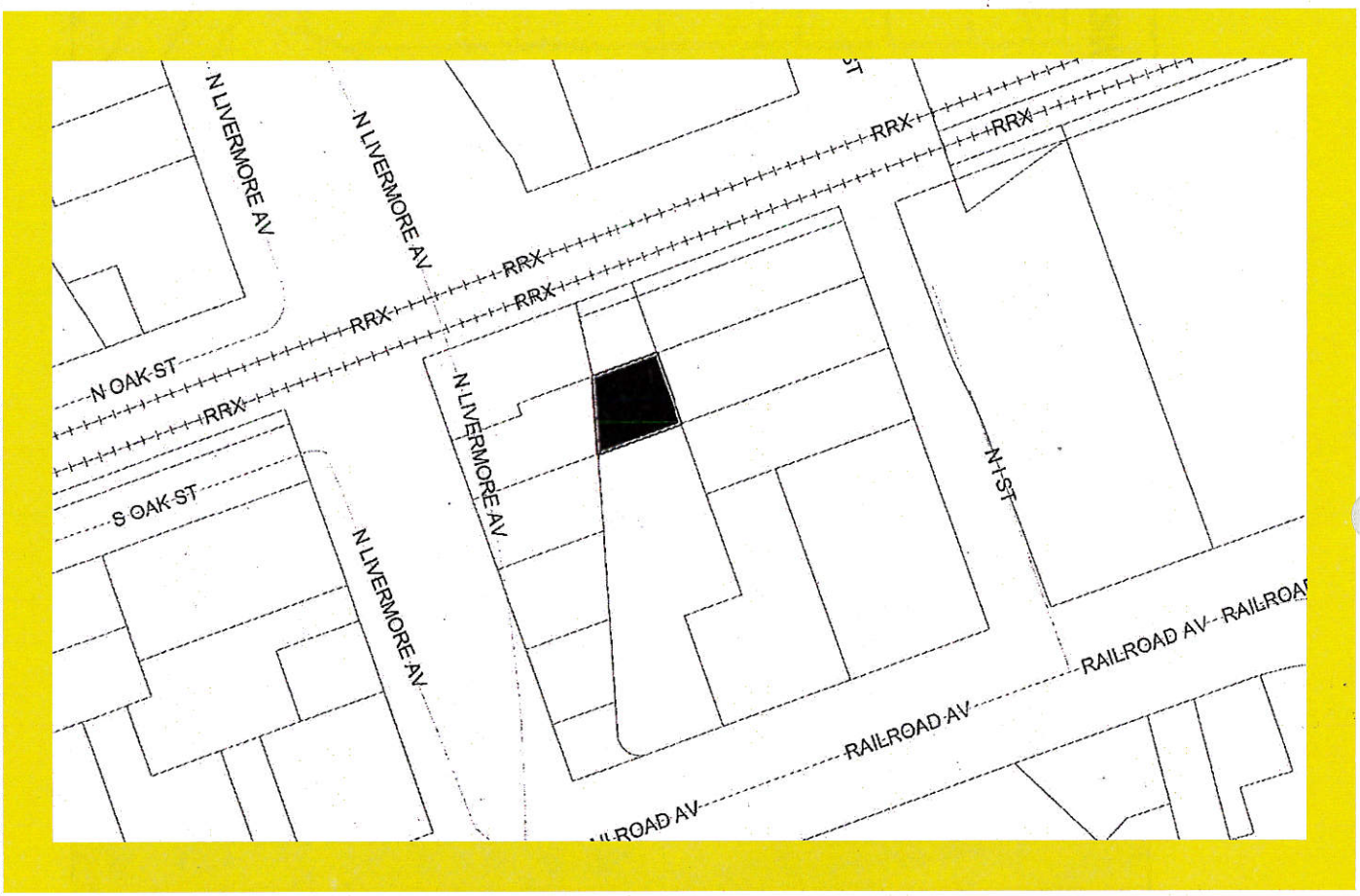
GENERAL COUNSEL

EXHIBIT B.8

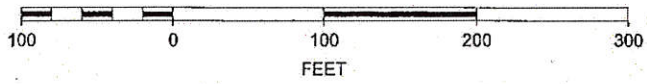


2216 Railroad Avenue
APN: 098-0280-008-03
098-0280-008-08

City of Livermore, CA APN: 098-0280-008-03 ADDRESS: 2216 Railroad Ave



SCALE 1 : 1,300



RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089532 03/23/2011 04:17 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

6 PGS

cc: HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 098-0260-18-04, 098-0280-001-02,
098-0280-008-08 and 098-0280-008-03

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a public body corporate and politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as Redevelopment Agency of the City of Livermore, a public body corporate and politic

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

Assessor's Parcel Nos. 098-0260-018-04, 098-280-001-02, 098-0280-008-08 and 098-0280-008-03,

subject to the covenants and restrictions in Exhibit "A" attached hereto.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

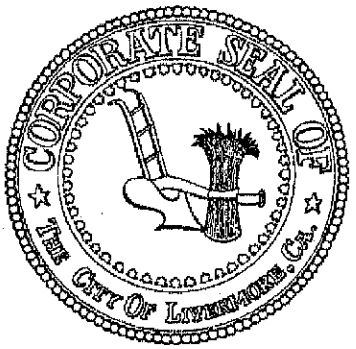
STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

EXHIBIT "A"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 098-0260-018-04, 098-0280-001-02, 098-0280-008-08 and 098-0280-008-03) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

RECORDING REQUESTED BY:

REDEVELOPMENT AGENCY OF
THE CITY OF LIVERMORE

WHEN RECORDED MAIL TO:

David W. Skinner, Esq.
Meyers, Nave, Riback, Silver & Wilson
777 Davis Street, Suite 300
San Leandro, CA 94577

No fee required Govt. Code § 27383

2005217831 05/26/2005 02:53 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

13 PGS

This Space for Recorder's Use Only

APN: 098-0280-008-03, 098-0280-008-05,
098-0280-001; 098-0280-002-01,
098-0260-018-01

EXEMPT FROM RECORDING FEES pursuant to Government Code §27383, which reads: "No fee shall be charged by the recorder for services rendered to the State, to any municipality, county in the State or other political subdivision thereof, except for making a copy of a paper or record."

Redevelopment Agency of the City of Livermore v. Union Pacific, et al.

Alameda County Superior Court Case No. 2002 067862

TITLE OF DOCUMENT

FINAL ORDER OF CONDEMNATION

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code § 27361.6)
(Additional recording fee applies)

DAVID W. SKINNER, SBN: 146285
JAMES H. DUNCAN, JR., SBN: 142039
KEVIN K. FRANK, SBN: 191564
MEYERS, NAVE, RIBACK, SILVER & WILSON
A Professional Law Corporation
777 Davis Street, Suite 300
San Leandro, CA 94577
Telephone: (510) 351-4300
Facsimile: (510) 351-4481

Attorneys for Plaintiff
REDEVELOPMENT AGENCY
OF THE CITY OF LIVERMORE,
a public body corporate and politic,

ENDORSED
FILED
ALAMEDA COUNTY

MAY 22 2003

CLERK OF THE SUPERIOR COURT
By GLORIA J. AN MATHEWS
Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, a public body corporate and politic, Plaintiff, v. UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, formerly known as Southern Pacific Transportation Company, and DOES I through XXV, inclusive, Defendants. /	**CASE NO: 2002-067862** **FINAL ORDER OF CONDEMNATION** **APNs: 098-0280-008-03** **098-0280-008-05** **098-0280-001** **098-0280-002-01** **098-0260-018-01** **Unlimited Civil Action** **Complaint Filed: October 7, 2002** **Trial Date: Not Assigned**

IT APPEARING, and the Court finding, that the award set forth in the Judgment of Condemnation for the taking of the real property described in Exhibit A, attached hereto, to wit: TWO HUNDRED SEVEN THOUSAND DOLLARS ($207,000) including statutory interest and costs, is full and just compensation for the taking of said property, and the Court being fully informed and good cause appearing therefor,

/ / / / /

/ / / / /

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that upon recordation of this Final Order of Condemnation, the fee simple title to the subject property will vest in Plaintiff THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE free and clear, and discharged of all liens and claims of every kind whatsoever.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the public interest and necessity require the acquisition of the fee simple title in said real property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the subject property is situated in the County of Alameda, State of California, and more particularly described in Exhibit A, attached hereto and incorporated herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment be entered in favor of Plaintiff THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, and against Defendant UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, formerly known as SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, herein on the First Amended Complaint.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the State Treasury Condemnation Fund draw a warrant in the amount of TWO HUNDRED SEVEN THOUSAND DOLLARS ($207,000) payable to UNION PACIFIC RAILROAD COMPANY, and mailed said warrant to Defendant UNION PACIFIC RAILROAD COMPANY in care of David Thatcher, Senior Real Estate Manager, Union Pacific Railroad Company, 1800 Farnum, Omaha, Nebraska 68102.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the State Treasury Condemnation Fund draw a warrant in the remaining amount of ONE THOUSAND FOUR HUNDRED DOLLARS ($1,400), plus any interest accrued to date, payable to THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, and mailed to Plaintiff in care of its attorneys, James H. Duncan, Jr., MEYERS NAVE RIBACK SILVER & WILSON, 555 12th Street, Suite 1500, Oakland, California 94607.

/////

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all ad valorem real property taxes and any penalties and costs thereon pertaining to the property described in Exhibit A of the Stipulation and Order for Judgment in Condemnation and Final Order of Condemnation shall be canceled as of November 27, 2002, pursuant to Sections 4986, 5082, 5085 and 5086 of the Revenue and Taxation Code.

IT IS SO ORDERED.

Dated: MAY 22 2003

STEVEN A. BRICK

JUDGE OF THE SUPERIOR COURT

Redevelopment Agency of the City of Livermore v. Union Pacific
Alameda County Superior Court No. 2002 067862

TRW-REDI
1-800-345-7334

SCALE IN 1/10 OF AN INCH

ASSESSOR'S MAP 98

Code Area Nos. 16-001
16-023

260

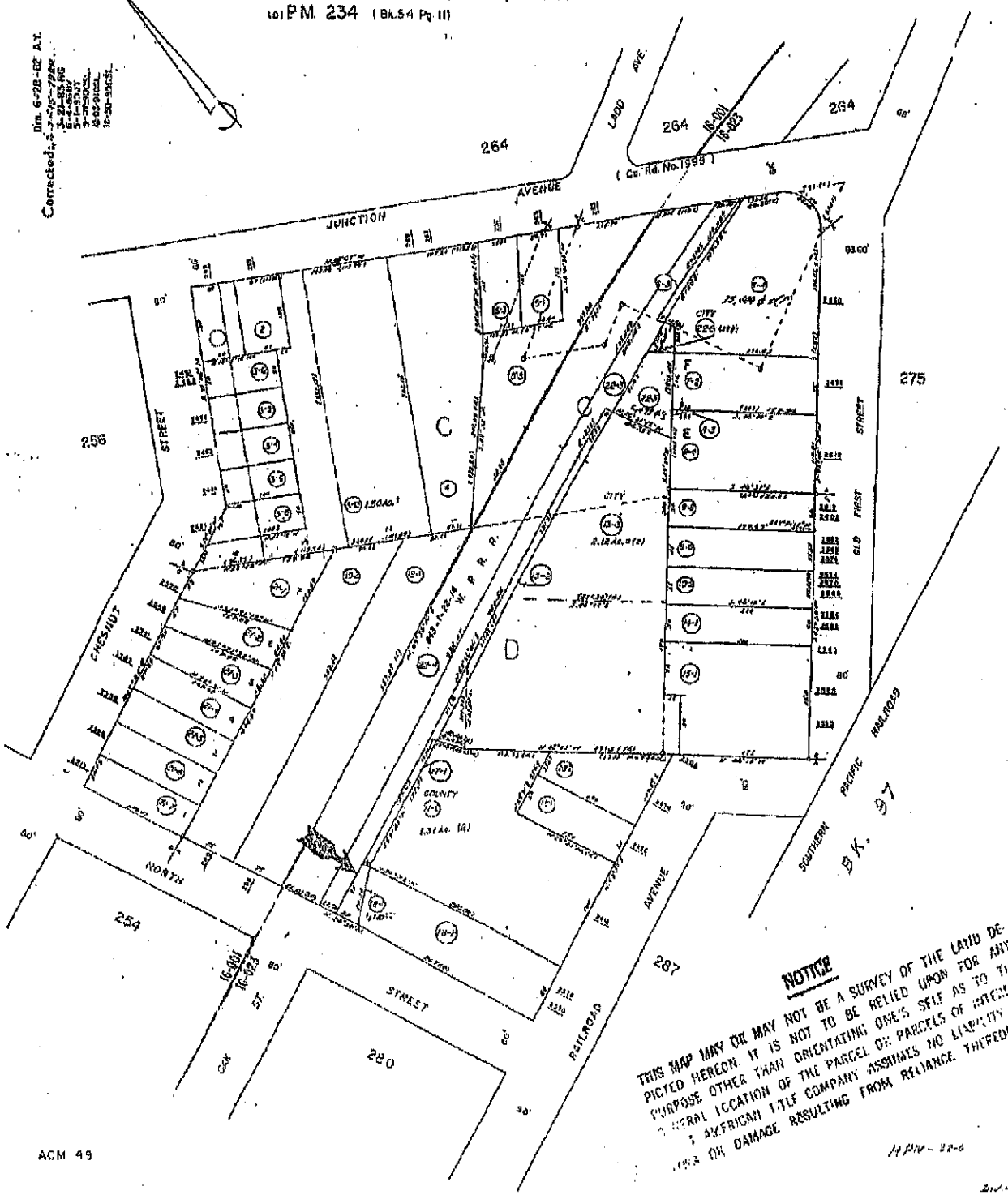
Scale: 1" = 100'

(a) MAP OF THE ESTATE OF A. S. LADD, (Bk.2444 Pg.1241)

(b) Subdivision Map of Plat C- Ladd Estate (Bk.4 Pg.26)

(c) Portion of Sec. 9, T3S, R2E.

(d) P.M. 234 (Bk.54 Pg.11)



NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE THEREON.

ACM 49

TRW-REDI
1-800-345-7334

SCALE IN 1/10 OF AN INCH

Code Area No. 16-023

ASSESSOR'S MAP 98

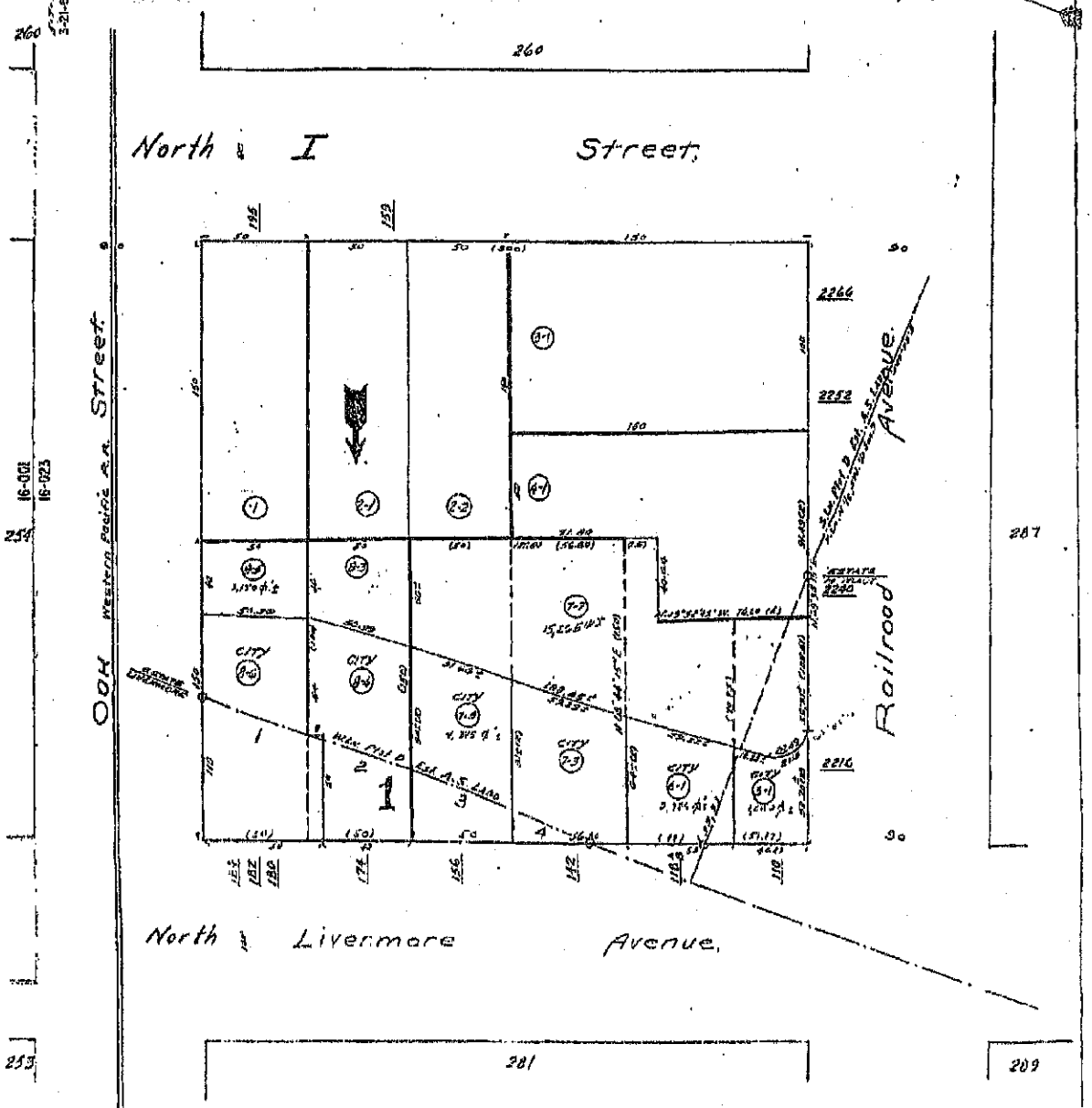
280

Map of the Northern Addition to the Town of Livermore. (1878) (Bk 2 Pg. 51)

Plot D [illegible] Estate of A.S. Ladd (Bk. 444 A. Pg. 124)

Map of the McLeod Tract (Bk. 6 Pg. 2)

Scale 1in=40ft



NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. FIRST AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE THEREON.

ACM 49

TRW-REDI
1-800-345-7334

SCALE IN 1/10 OF AN INCH

Code Area No. 16-023

ASSESSOR'S MAP 98

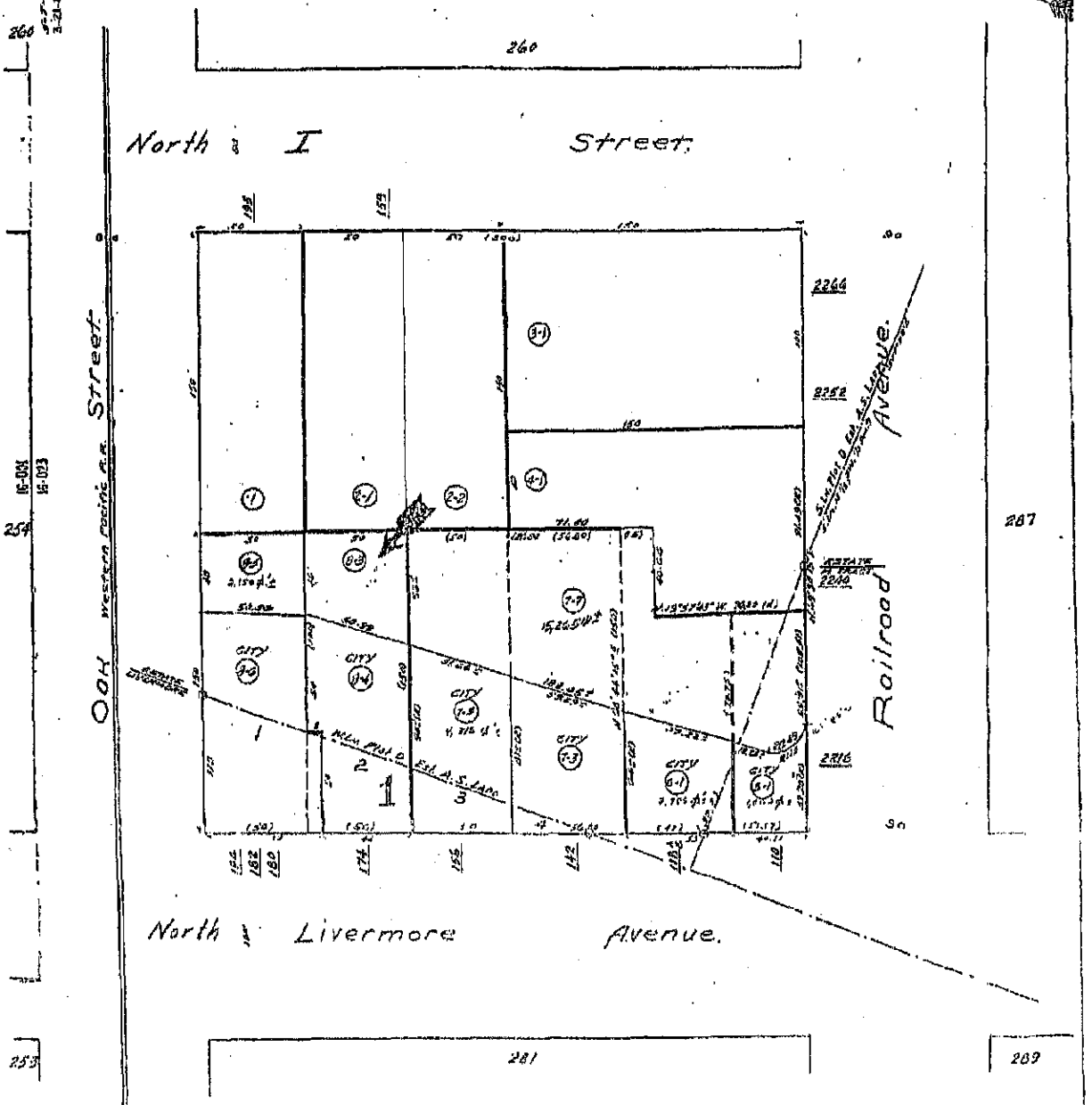
280

Map of the Northern Addition to the Town of Livermore. (1878) (Bk 2 Pg. 51)

Plot D [illegible] of A.S. Lead (Bk. 244 d. Pg. 124)

Map of the McLeod Tract. (Bk. 6 Pg. 2)

Scale 1 in = 40 ft

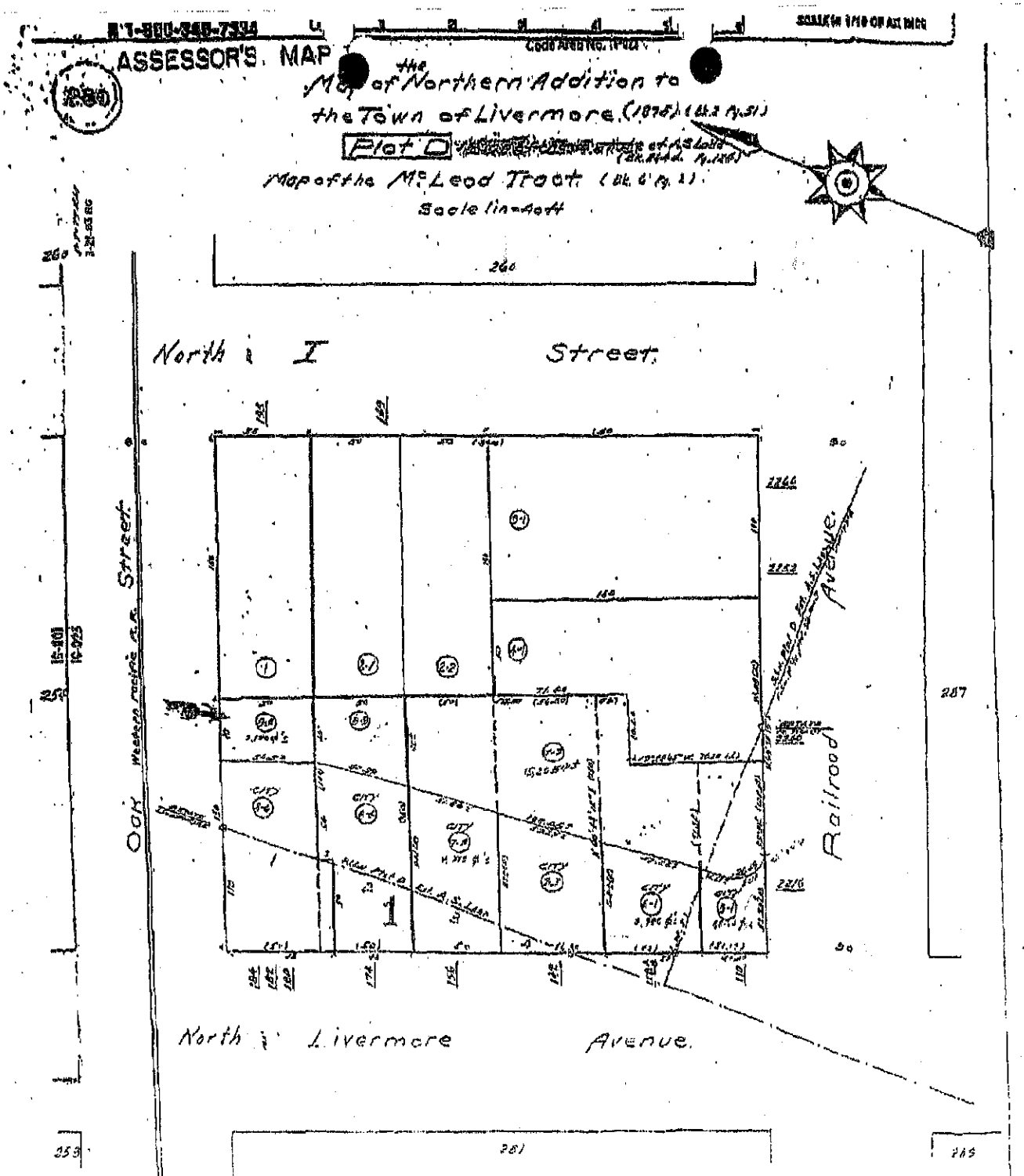


NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. FIRST AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE THEREON.

ACM 49

Ind. 1



Order 592[illegible] TOP PW AL Bk-Pg 98 - 260 Sht 1 of 1

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA
The foregoing document is a true and
correct copy of the original
on file in this office

ATTEST MAY 22 2003

CLERK OF THE SUPERIOR COURT
By [illegible]

SUBSTITUTION OF LEGIBLE ORIGINAL DOCUMENT
(Government Code Section 27361.7)

I DECLARE UNDER PENALTY OF PERJURY THAT THIS HANDWRITTEN / TYPEWRITTEN LEGIBLE COPY IS TRUE COPY OF THE ORIGINAL PAGE(S)

DATE: 10/13/03 SIGNATURE [signature]

PROPERTY DESCRIPTION
PROPOSED PARCEL 2
(CITY OF LIVERMORE LOT LINE ADJUSTMENT NO. _____)

REAL PROPERTY IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING A PORTION OF PLOT "D" OF THE SUBDIVISION OF THE A.S. LADD ESTATE FILED IN BOOK 244D OF MAPS AT PAGE 124, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF NORTH "I" STREET (80.00 FEET WIDE), DISTANT THEREON SOUTH 20°30'00" EAST 10.00 FEET FROM THE SOUTH LINE OF OAK STREET (80.00 FEET WIDE); THENCE NORTH 69°28'00' EAST 80.00 FEET; THENCE SOUTH 20°30'00" EAST 290.05 FEET TO THE NORTH LINE OF RAILROAD AVENUE (90.00 FEET WIDE); THENCE SOUTH 69°30'00" WEST 80.00 FEET TO SAID EAST LINE OF NORTH "I" STREET; THENCE NORTH 20°30'00" WES¯ 290.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.53 ACRES MORE OR LESS.
END OF DESCRIPTION

A PLAT LABELED "PROPOSED PARCEL 2" SHOWING THE ABOVE DESCRIBED AREA IS ATTACHED HERETO AND MADE A PART HEREOF.

_____
David F. Yarrington P.L. S 5996
Expires 12-31-2004

DATE: March 26, 2003
DEA Job No. LIVR0000-005

Exhibit A

SUBSTITUTION OF LEGIBLE ORIGINAL DOCUMENT
(Government Code Section 27361.7)

I DECLARE UNDER PENALTY OF PERJURY THAT THIS HANDWRITTEN / TYPEWRITTEN LEGIBLE COPY IS TRUE COPY OF THE ORIGINAL PAGE(S)

DATE: 10-13-03 SIGNATURE

PROPERTY DESCRIPTION
CITY OF LIVERMORE'S REMAINING PARCEL ON OAK STREET
BETWEEN NORTH LIVERMORE AVENUE AND NORTH I STREET

REAL PROPERTY IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING LOT 11 AND A PORTION OF LOTS 1, 2, AND 12 OF BLOCK 1 AS SHOWN ON THE "MAP OF THE NORTHERN ADDITION TO THE TOWN OF LIVERMORE SURVEYED FOR ALEX'R ESDON JULY 1875, W.F. BOARDMAN, C.E." FILED SEPTEMBER 20, 1875 IN BOOK 2 OF MAPS AT PAGE 51, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE ALONG THE EAST LINE OF SAID LOT 12, SOUTH 20°30'00" EAST 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING, SOUTH 20°30'00" EAST 90.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 69°30'00" WEST 206.00 FEET TO THE SOUTHWEST CORNER OF PARCEL 24B AS DESCRIBED IN THE GRANT DEED FROM THE CITY OF LIVERMORE TO SOUTHERN PACIFIC TRANSPORTATION COMPANY RECORDED FEBRUARY 16, 1979 AS INSTRUMENT NO. 79-030431, ALAMEDA COUNTY RECORDS; THENCE NORTH 9°11'24" WEST 50.99 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 24B; THENCE ALONG THE WEST LINE OF PARCEL 23B AS DESCRIBED IN SAID GRANT DEED NO. 79-030431, NORTH 13°39'26" WEST 40.29 FEET TO A POINT 10.00 FEET DISTANT TO, MEASURED AT RIGHT ANGLES, THE NORTH LINE OF SAID LOT 1; THENCE ALONG A LINE PARALLEL WITH AND 10.00 DISTANT TO SOUTHERLY SAID NORTH LINE OF LOTS 1 AND 12, NORTH 69°30'00" EAST 191.20 FEET TO THE POINT OF BEGINNING.

END OF DESCRIPTION.

_____
David F. Yarrington P.L. S 5996
Expires 12-31-2004

DATE: _____
DEA Job No. LIVR0000-005

Exhibit B

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN LAND AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

LIVERMORE VALLEY CENTER PROJECT

Assessor's Parcel Nos: 098-0280-008-03, 098-0280-008-05,
098-0280-001, 098-0280-002-01, 098-0260-018-01
(LVC Parcels 16, 17, 18, 19, and 24)

IT IS RESOLVED by the Redevelopment Agency of the City of Livermore, Livermore, California, as follows:

WHEREAS, it is desirable and necessary for the Redevelopment Agency of the City of Livermore to acquire the fee simple title in and to real property more particularly described in Exhibit "A," attached hereto and made a part hereof by reference, for redevelopment purposes in connection with the above-captioned Project. The name and address of the owner who has interests to be acquired is as follows:

Union Pacific Railroad
c/o Lisa Burnside
Real Estate Manager
1800 Farnam
Omaha, Nebraska 68102

WHEREAS, the Redevelopment Agency of the City of Livermore is vested with the power of eminent domain to acquire said leasehold interests by virtue of Article 1, Section 19, of the Constitution of the State of California, Section 33391 of the Health and Safety Code of the State of California and Sections 1240.050, 1240.010, 1240.110, 1240.120 and 1240.610 of the Code of Civil Procedure of the State of California; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California, notice has been duly given to the owners of the subject property and whose names and addresses appear on the last Alameda County equalized assessment roll, all of whom have been given a reasonable opportunity to appear and be heard before the Redevelopment Agency of the City of Livermore on the following matters:

(a) Whether the public interest and necessity require the Project;

(b) Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c) Whether the interests sought to be acquired are necessary for the Project; and

(d) Whether the offer to purchase required by Government Code section 7267.2 has been submitted to the owners of the real property interests.

WHEREAS, pursuant to the provisions of Section 7267.2 of the Government Code of the State of California, the Redevelopment Agency of the City of Livermore has made an offer to the owner of subject property for just compensation;

NOW, THEREFORE, IT IS FOUND, DETERMINED, AND ORDERED as follows:

1. The public interest and necessity require the Project;
2. The Project is planned and located in the manner which will be most compatible with the greatest public good and the least private injury;
3. The property interests sought to be acquired are necessary for the project;
4. The offer required by section 7267.2 of the Government Code of the State of California has been made to the owners of subject property;
5. The Project herein is consistent with the land uses analyzed in the Final Environmental Impact Report on the Livermore Redevelopment Plan and the Urban Design Plan (certified by the City Council in August 1992), and

the Addendum to the Final Environmental Impact Report on the Livermore Redevelopment Strategy and Urban Design Plan (certified by the City Council in September 1998).

6. The City Attorney of the City of Livermore or his duly authorized designee be, and he is hereby authorized and directed to institute and conduct to conclusion an action in eminent domain for the acquisition of the estates and interests aforesaid and to take such action as he may deem advisable or necessary in connection therewith;

7. An order for prejudgment possession may be obtained in said action and a warrant issued to the State Treasury Condemnation Fund, in the amount determined by the Court to be do deposited, as a condition to the right of immediate possession.

APPROVED AS TO FORM

Daniel S. Bodergen

GENERAL COUNSEL

On motion of Agency Member Vargas, seconded by Agency Member Beeman, the foregoing action was taken on this 23 day of September, 2002, by the following vote:

AYES: AGENCYMEMBERS Beeman, Dietrich, Reitter, Vargas, Chairperson Kamena

NOES: AGENCYMEMBERS None

ABSENT: AGENCYMEMBERS None

Marshall Kamena

CHAIRPERSON, REDEVELOPMENT AGENCY
OF THE CITY OF LIVERMORE, CALIFORNIA

ATTEST:

Julie Mitten, Deputy

SECRETARY

BB S:\AGENDA\09-23\Union Pacific.DOC

EXHIBIT A TO UNION PACIFIC RESOLUTION

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

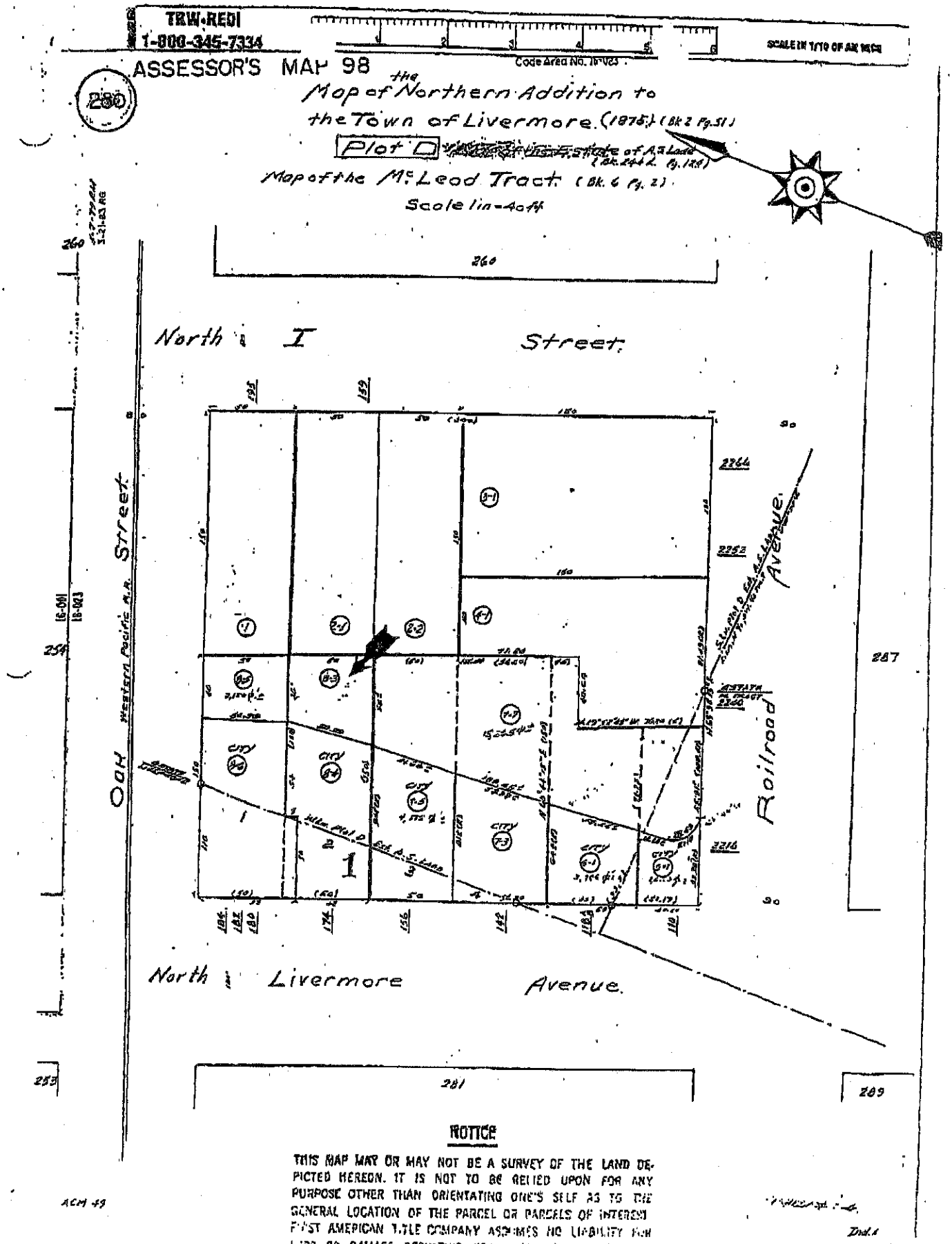
A portion of that certain parcel of land described in the Deed of joint tenancy, recorded June 7, 1962, Reel 602, Image 197 (AT/76586), Alameda County Records, more particularly described as follows:

Commencing at the westernmost corner of said parcel of land herein referred to, said point being 58 feet southeasterly along the northeastern boundary line of Livermore Avenue from the southeastern boundary line of Oak Street; thence northeasterly at right angles to the aforesaid northeastern boundary line of Livermore Avenue 50 feet; thence at right angles to the left 8 feet; thence at right angles to the right 54.00 feet to the true point of beginning; thence northeasterly along the prolon portion of last said line 46.00 feet; thence at right angles to the right 50 feet along the easterly boundary line of said parcel of land; thence at right angles to the right and parallel with said southeastern boundary line of Oak Street, 56.00 feet; thence to the right through an angle of 101° 18' 35.7", a distance of 50.99 feet to the true point of beginning.

A.P. No.: 098-0280-008-03

*****

EXHIBIT A



NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. FIRST AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE THEREON.

ACM 49

Order No. SP592883
Page No. 4

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

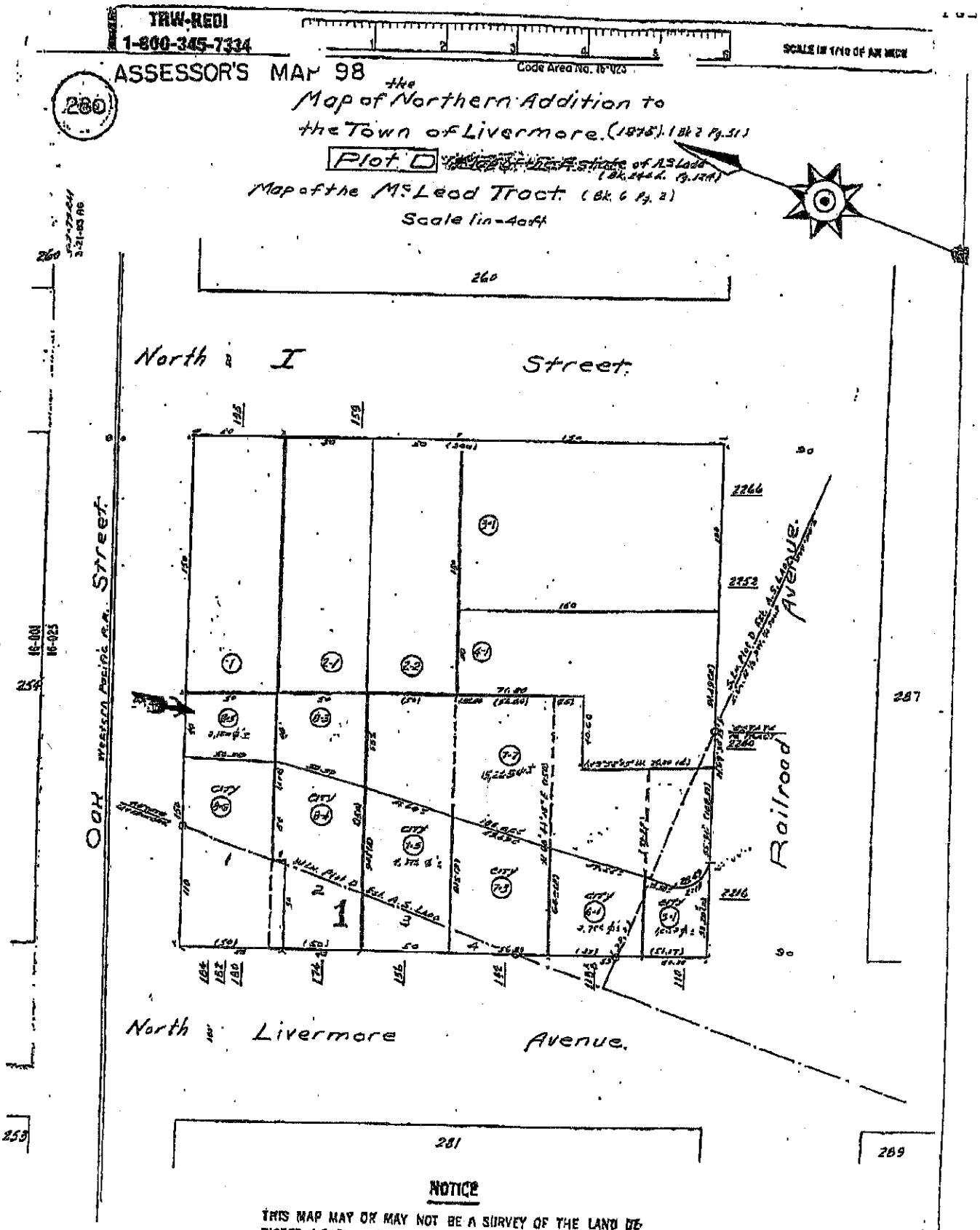
A portion of that certain parcel of land described in the deed to the City of Livermore, recorded April 21, 1975, Reel 3939, OR., Image 538, Alameda County Records, more particularly described as follows:

A portion of Lot 1, Block 1, "Map of the Northern Addition to the Town of Livermore", filed September 20, 1875, Map Book 2, Page 51, Alameda County Records, described as follows: COMMENCING at the intersection of the Northeastern line of Livermore Avenue with the Southeastern line of Oak Street as said Streets are shown on the Map herein referred to; thence Easterly along the Southeastern line of Oak Street 110.00 feet to the TRUE POINT OF BEGINNING; thence, continuing along said Southeastern line of Oak Street, 40.00 feet; thence at right angles to the right 50.00 feet; thence at right angles to the right 46.00 feet; thence to the right through an angle of 96° 50' 34" 50.36 feet to the Point of Beginning.

A.P. No.: 098-0280-008-05

*****

EXHIBIT A



NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE [illegible] LOCATION OF THE PARCEL OR PARCELS OF INTEREST. [illegible]

ACH 49

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

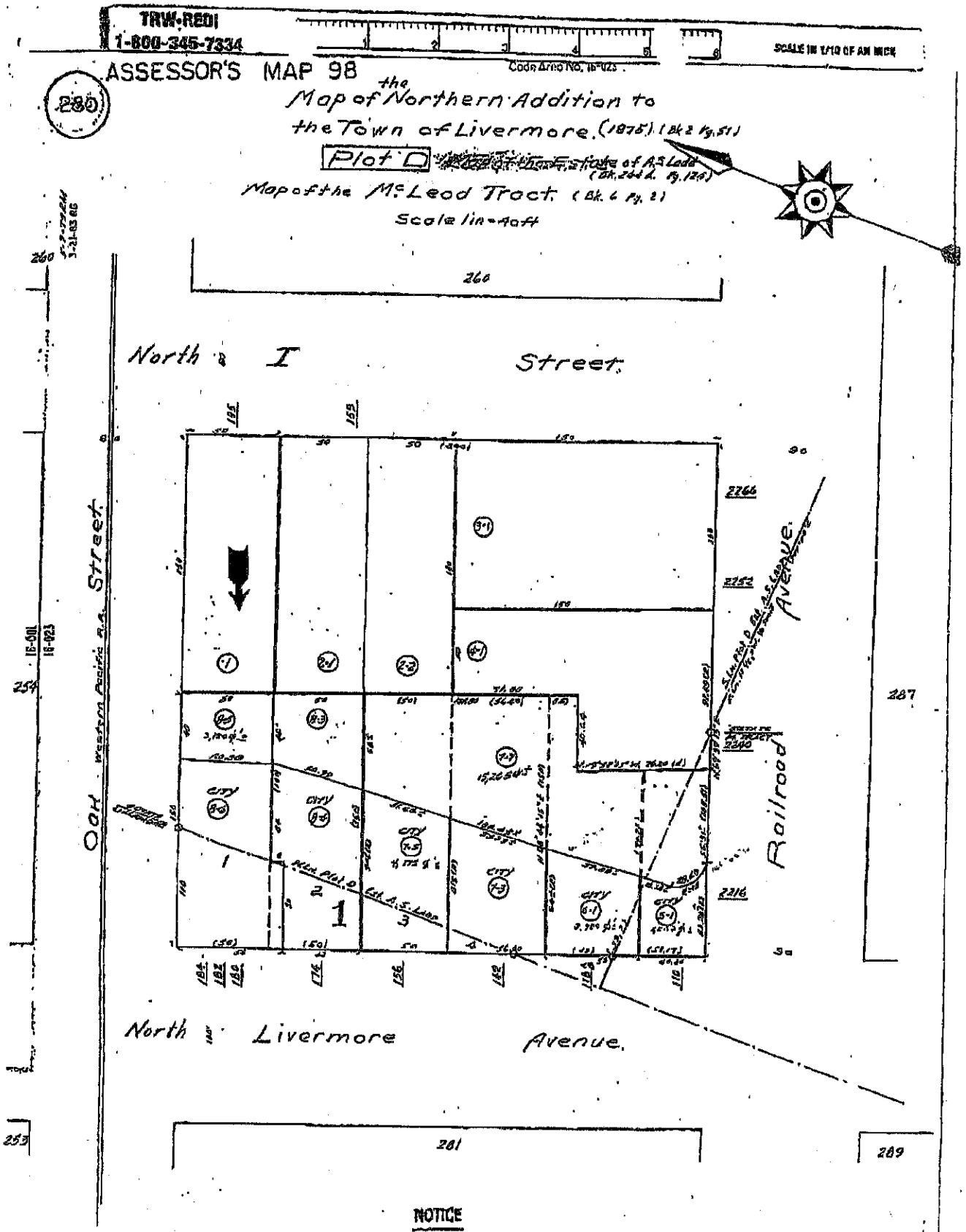
Beginning at a point on the Southeasterly line of Oak Street projected in a right line Northeasterly from the Western boundary line of Section 9, Township 3 South, Range 2 East, Mount Diablo Base and Meridian, a distance of 228.84 feet; thence at right angles to said line so projected Southeasterly 50 feet; thence at right angles Northeasterly 150 feet to the point of beginning.

Being Lot 12, in Block 1, as said Lot and Block are shown on the "Map of the Northern Addition to the Town of Livermore, Surveyed for Alexander Esdon, July, 1875, W. F. Boardman, C.E.", filed in the office of the County Recorder of Alameda County, on September 20, 1875 and being Lot 12 in Block A of the O'Leary Tract as surveyed by George L. Nusbaumer, County Surveyor.

A.P. No.: 098-0280-001

*****

EXHIBIT A



NOTICE

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Order: 502884 TOE: RW AL PL D

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

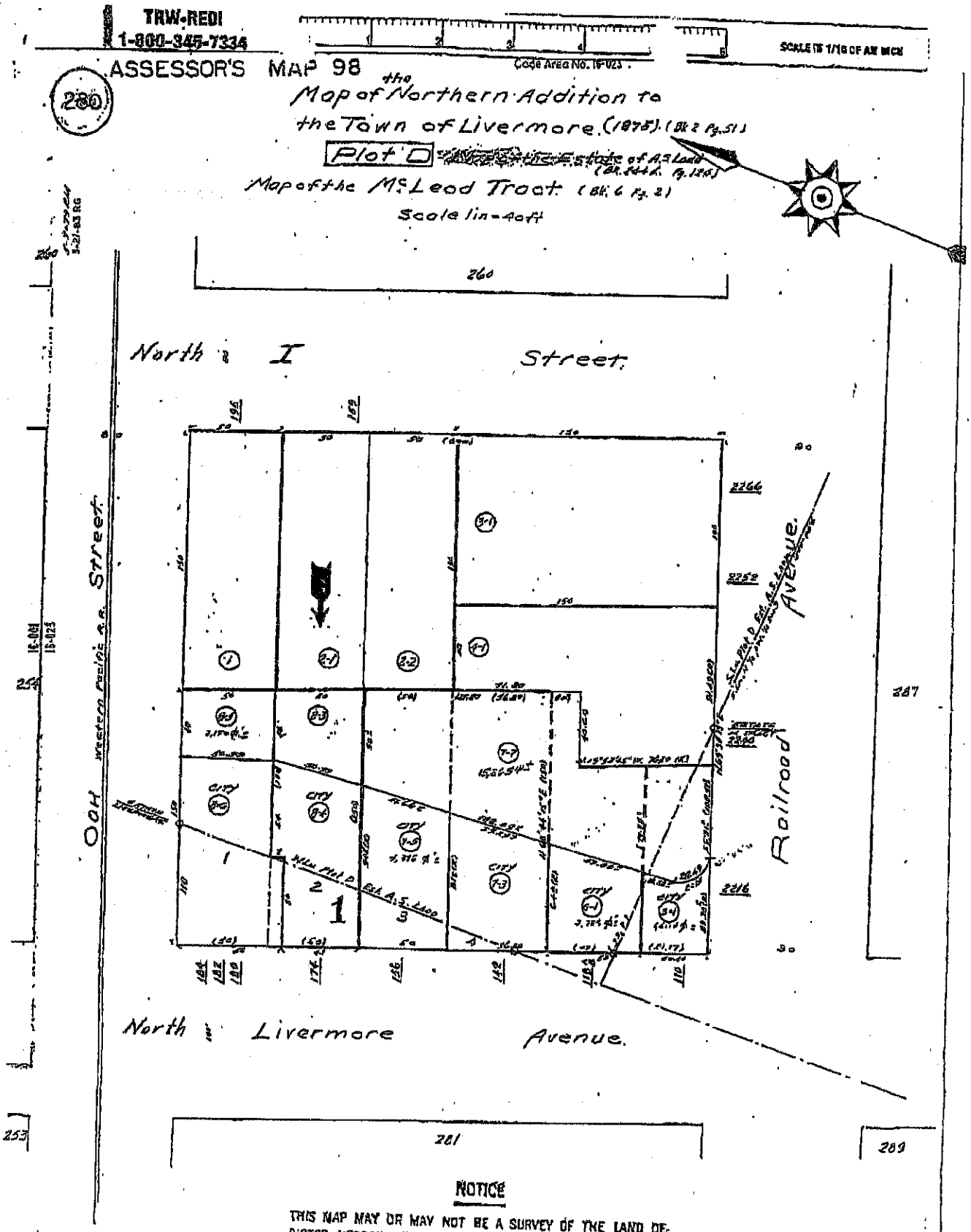
A portion of that certain parcel described in the deed recorded March 29, 1932, Book 2813, Page 28, (CC-16193), Alameda County Records, described as follows:

Beginning at the Northernmost corner of that certain parcel herein referred to, said corner being 50 feet southerly along the Westerly boundary line of North "I" Street from the southerly boundary line of Oak Street, thence Southerly along the prolongation of said Westerly boundary line 50 feet; thence at right angles to the right 150 feet; thence at right angles to the right along the Westerly boundary line of said parcel 50 feet; thence at right angles to the right along the Northerly boundary line of said parcel 150 feet to the point of beginning.

A.P. No.: 098-0280-002-01

*****

EXHIBIT A



NOTICE

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ACM 49

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

A portion of that certain parcel of land described in the deed, recorded May 17, 1973, Reel 3419 OR, Image 273 (73-67454), Alameda County Records, described as follows:

Beginning at the Westernmost corner of that certain parcel herein referred to, said point being the intersection of the Northeasterly boundary line of North "I" Street and the Southeasterly boundary line of the Western Pacific Railroad right-of-way; thence Northeasterly along said Southeasterly boundary line 80.00 feet to the Northeasterly boundary line of said parcel; thence at right angles to the right 10.00 feet along the Northeasterly boundary line of said parcel; thence Southwesterly to a point of intersection with the Northeasterly boundary line of said North "I" Street, said point of intersection being 33.00 feet Southeasterly along the said Northeasterly boundary line from the point of beginning; thence Northwesterly along said Northeasterly boundary line 33.00 feet to the point of beginning.

A.P. No.: 098-0260-018-01

*****

EXHIBIT A

TRW-REDI
1-800-345-7334

SCALE IN 1/10 OF AN INCH

ASSESSOR'S MAP 98

Code Area Nos. 16-001
16-023

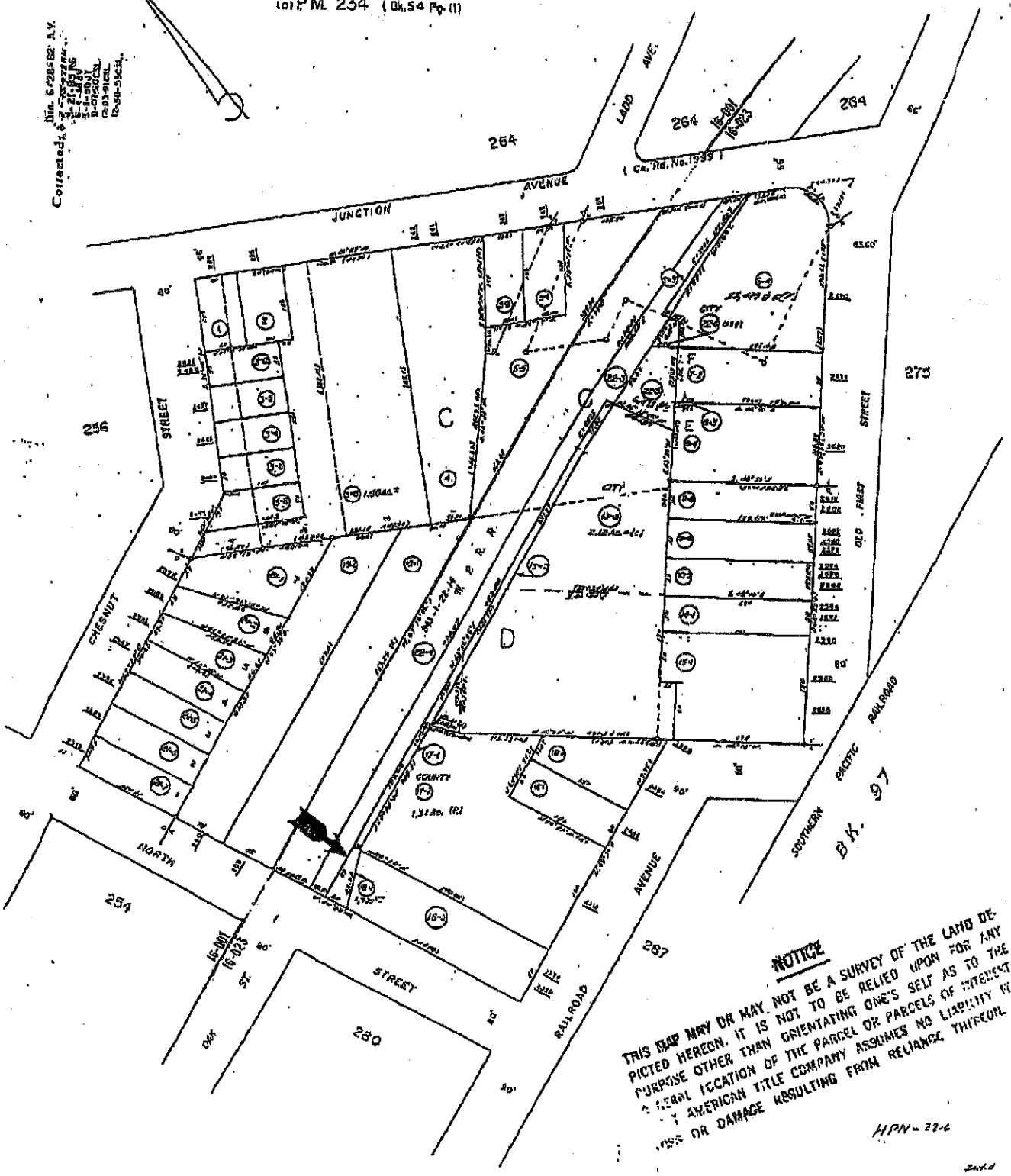
260 Scale: 1" = 100'

(a) MAP OF THE ESTATE OF A. S. LADD. (Bk. 244, Pg. 126)

(b) Subdivision Map of Plot C- Ladd Estate (Bk. 2 Pg. 26)

(c) Portion of Sec. 9, T3S, R2E.

(d) P.M. 234 (Bk. 54 Pg. (1)



NOTICE

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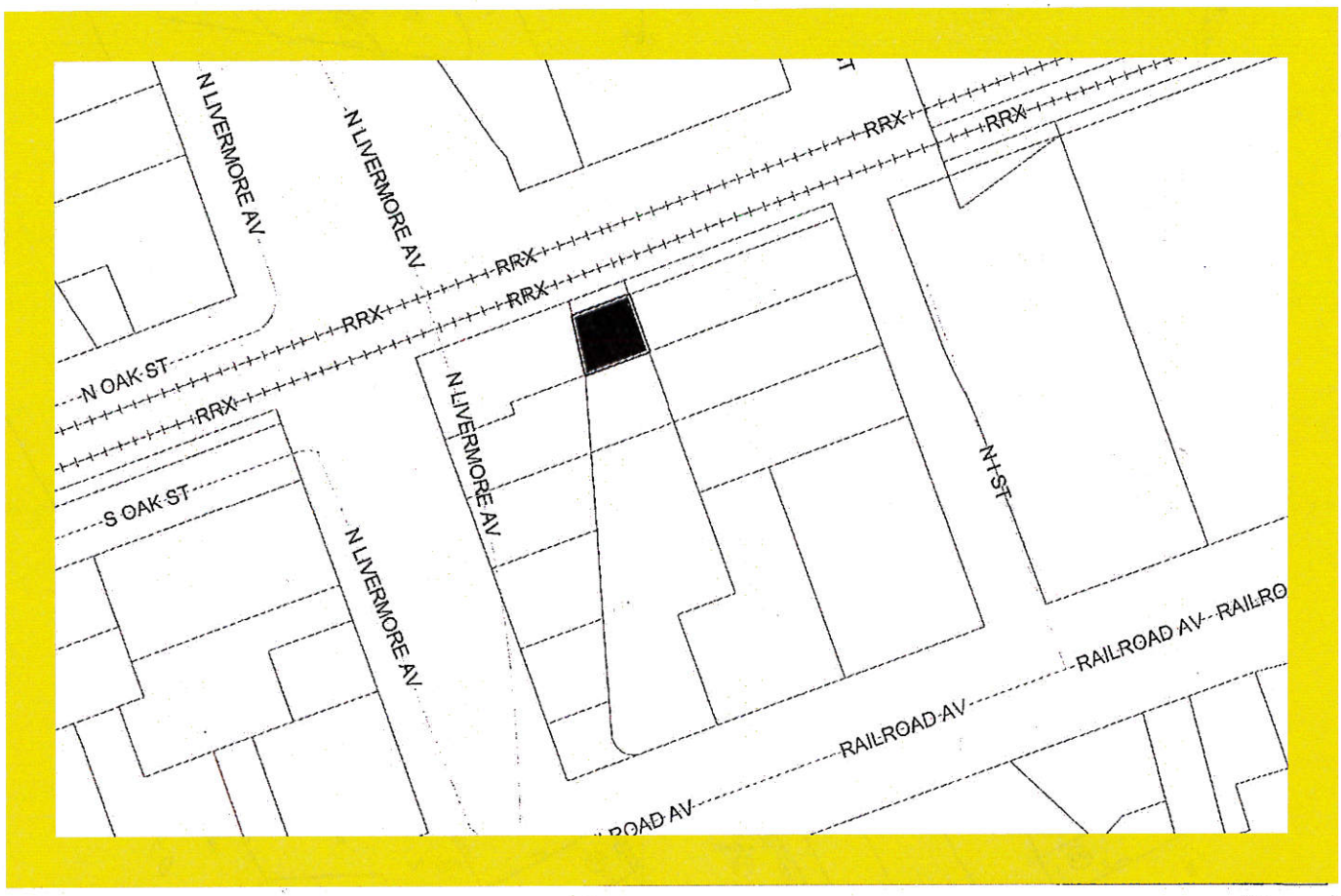
HPN-22-6

City of Livermore, CA APN: 098-0280-008-08 ADDRESS: 2216 Railroad Ave

(Property was APN: 098-0280-008-05 at time acquired)



SCALE 1 : 1,300

100 0 100 200 300

FEET

N

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089532 03/23/2011 04:17 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

6 PGS

cc: HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 098-0260-18-04, 098-0280-001-02, 098-0280-008-08 and 098-0280-008-03

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a public body corporate and politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as Redevelopment Agency of the City of Livermore, a public body corporate and politic

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

Assessor's Parcel Nos. 098-0260-018-04, 098-280-001-02, 098-0280-008-08 and 098-0280-008-03,

subject to the covenants and restrictions in Exhibit "A" attached hereto.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

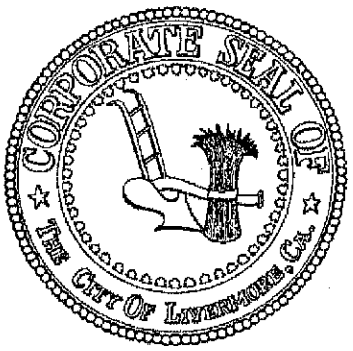
}
STATE OF CALIFORNIA } SS.
COUNTY OF ALAMEDA }

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

EXHIBIT "A"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

Exhibit A

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 098-0260-018-04, 098-0280-001-02, 098-0280-008-08 and 098-0280-008-03) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

RECORDING REQUESTED BY:

REDEVELOPMENT AGENCY OF
THE CITY OF LIVERMORE

WHEN RECORDED MAIL TO:

David W. Skinner, Esq.
Meyers, Nave, Riback, Silver & Wilson
777 Davis Street, Suite 300
San Leandro, CA 94577

No fee required Govt. Code § 27383

2005217831 05/26/2005 02:53 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

13 PGS

This Space for Recorder's Use Only

APN: 098-0280-008-03, 098-0280-008-05,
098-0280-001; 098-0280-002-01,
098-0260-018-01

EXEMPT FROM RECORDING FEES pursuant to Government Code §27383, which reads: "No fee shall be charged by the recorder for services rendered to the State, to any municipality, county in the State or other political subdivision thereof, except for making a copy of a paper or record."

Redevelopment Agency of the City of Livermore v. Union Pacific, et al.

Alameda County Superior Court Case No. 2002 067862

TITLE OF DOCUMENT

FINAL ORDER OF CONDEMNATION

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code § 27361.6)
(Additional recording fee applies)

OK. TO CERTIFY

DAVID W. SKINNER, SBN: 146285
JAMES H. DUNCAN, JR., SBN: 142039
KEVIN K. FRANK, SBN: 191564
MEYERS, NAVE, RIBACK, SILVER & WILSON
A Professional Law Corporation
777 Davis Street, Suite 300
San Leandro, CA 94577
Telephone: (510) 351-4300
Facsimile: (510) 351-4481

Attorneys for Plaintiff
REDEVELOPMENT AGENCY
OF THE CITY OF LIVERMORE,
a public body corporate and politic,

ENDORSED
FILED
ALAMEDA COUNTY

MAY 22 2003

CLERK OF THE SUPERIOR COURT
By GLORIA J' AN MATHEWS
Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, a public body corporate and politic, Plaintiff, v. UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, formerly known as Southern Pacific Transportation Company, and DOES I through XXV, inclusive, Defendants. /	**CASE NO: 2002-067862** **FINAL ORDER OF CONDEMNATION** **APNs: 098-0280-008-03** **098-0280-008-05** **098-0280-001** **098-0280-002-01** **098-0260-018-01** **Unlimited Civil Action** **Complaint Filed: October 7, 2002** **Trial Date: Not Assigned**

IT APPEARING, and the Court finding, that the award set forth in the Judgment of Condemnation for the taking of the real property described in Exhibit A, attached hereto, to wit: TWO HUNDRED SEVEN THOUSAND DOLLARS ($207,000) including statutory interest and costs, is full and just compensation for the taking of said property, and the Court being fully informed and good cause appearing therefor,

/ / / / /

/ / / / /

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that upon recordation of this Final Order of Condemnation, the fee simple title to the subject property will vest in Plaintiff THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE free and clear, and discharged of all liens and claims of every kind whatsoever.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the public interest and necessity require the acquisition of the fee simple title in said real property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the subject property is situated in the County of Alameda, State of California, and more particularly described in Exhibit A, attached hereto and incorporated herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment be entered in favor of Plaintiff THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, and against Defendant UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, formerly known as SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, herein on the First Amended Complaint.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the State Treasury Condemnation Fund draw a warrant in the amount of TWO HUNDRED SEVEN THOUSAND DOLLARS ($207,000) payable to UNION PACIFIC RAILROAD COMPANY, and mailed said warrant to Defendant UNION PACIFIC RAILROAD COMPANY in care of David Thatcher, Senior Real Estate Manager, Union Pacific Railroad Company, 1800 Farnum, Omaha, Nebraska 68102.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the State Treasury Condemnation Fund draw a warrant in the remaining amount of ONE THOUSAND FOUR HUNDRED DOLLARS ($1,400), plus any interest accrued to date, payable to THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, and mailed to Plaintiff in care of its attorneys, James H. Duncan, Jr., MEYERS NAVE RIBACK SILVER & WILSON, 555 12th Street, Suite 1500, Oakland, California 94607.

/////

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all ad valorem real property taxes and any penalties and costs thereon pertaining to the property described in Exhibit A of the Stipulation and Order for Judgment in Condemnation and Final Order of Condemnation shall be canceled as of November 27, 2002, pursuant to Sections 4986, 5082, 5085 and 5086 of the Revenue and Taxation Code.

IT IS SO ORDERED.

Dated: MAY 2 2 2003

STEVEN A. BRICK

JUDGE OF THE SUPERIOR COURT

Redevelopment Agency of the City of Livermore v. Union Pacific
Alameda County Superior Court No. 2002 067862

TAW-REDI
1-800-345-7334

SCALE IN 1/10 OF AN INCH

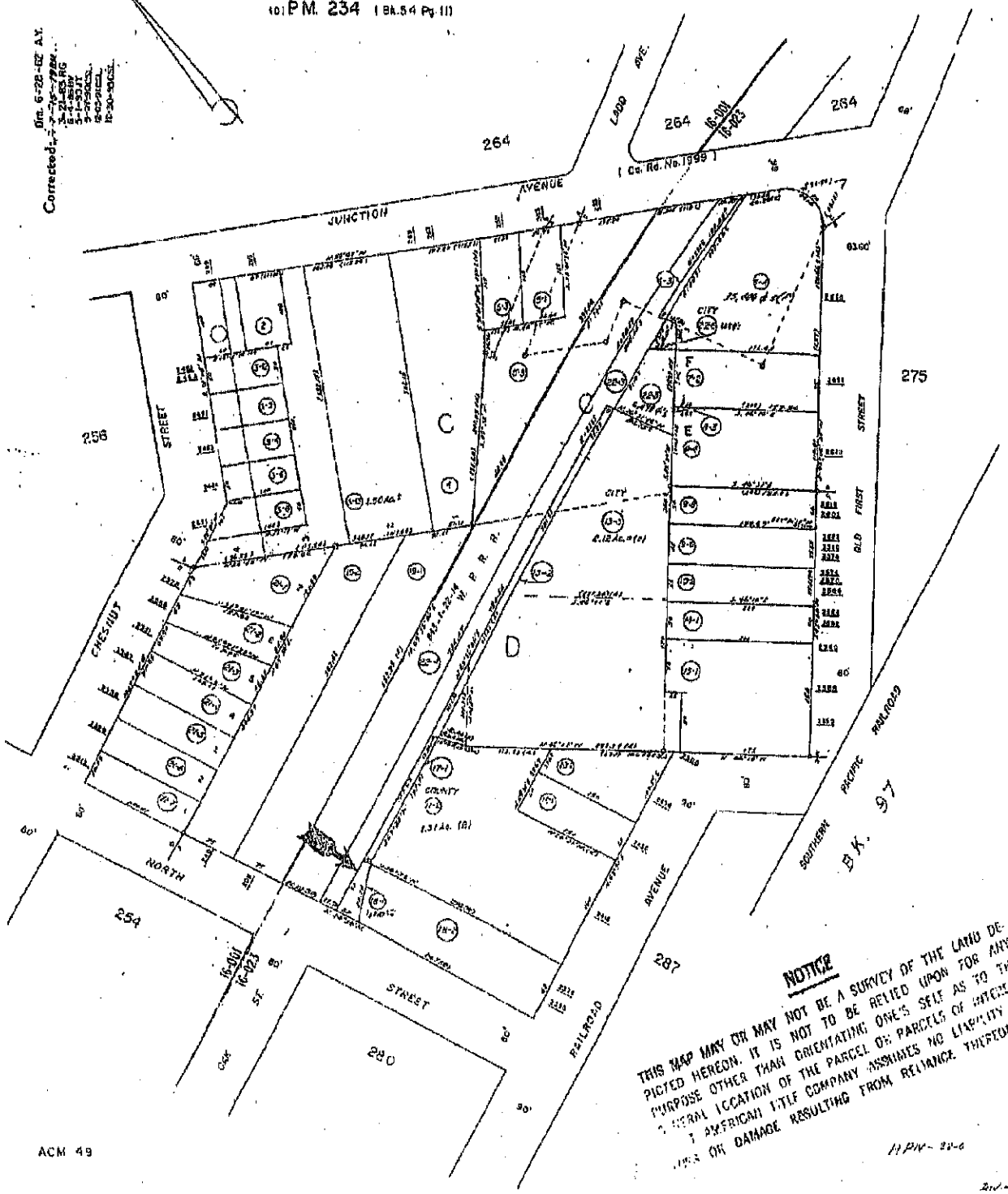
ASSESSOR'S MAP 98

Code Area Nos. 16-001
16-023

260 Scale: 1" = 100'

(a) MAP OF THE ESTATE OF A. S. LADD, (Bk.2444 Pg.1241)
(b) Subdivision Map of Plat C- Ladd Estate (Bk.4 Pg.36)
(c) Portion of Sec. 9, T3S, R2E.
(d) P.M. 234 (Bk.54 Pg.11)

Corrected: Ord. 6-28-62 A.V.



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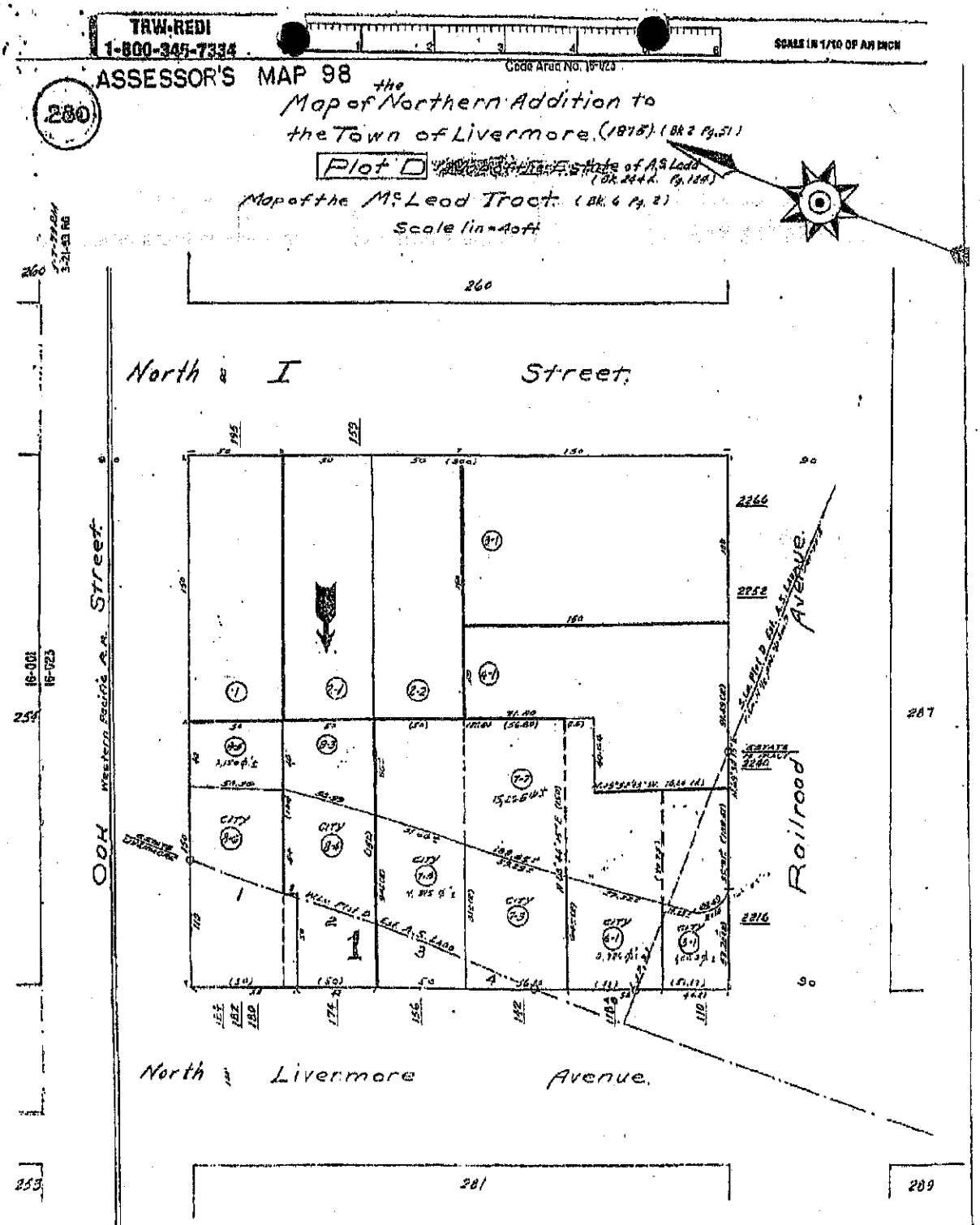
ACM 49



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ACM 49

Order: 592335 TOF: PW AL Bk-Pg 98 - 280 Sht 1 of 1

TRW-REDI
1-800-345-7334

SCALE IN 1/10 OF AN INCH

Code Area No. 15-025

ASSESSOR'S MAP 98

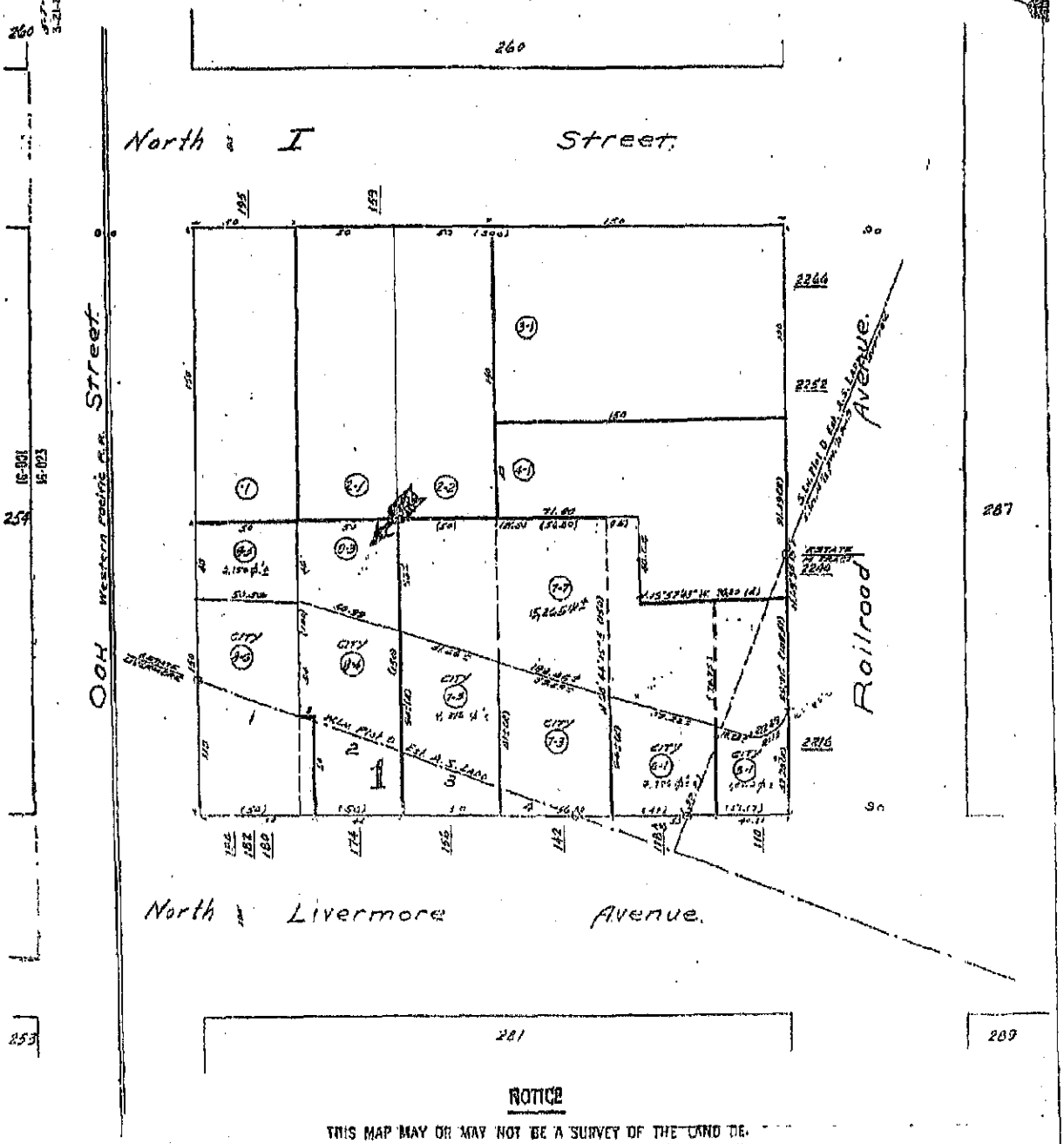
280

Map of the Northern Addition to the Town of Livermore. (1878) (Bk 2 Pg. 51)

Plat D

Map of the McLeod Tract (Bk. 6 Pg. 2)

Scale 1in=40ft



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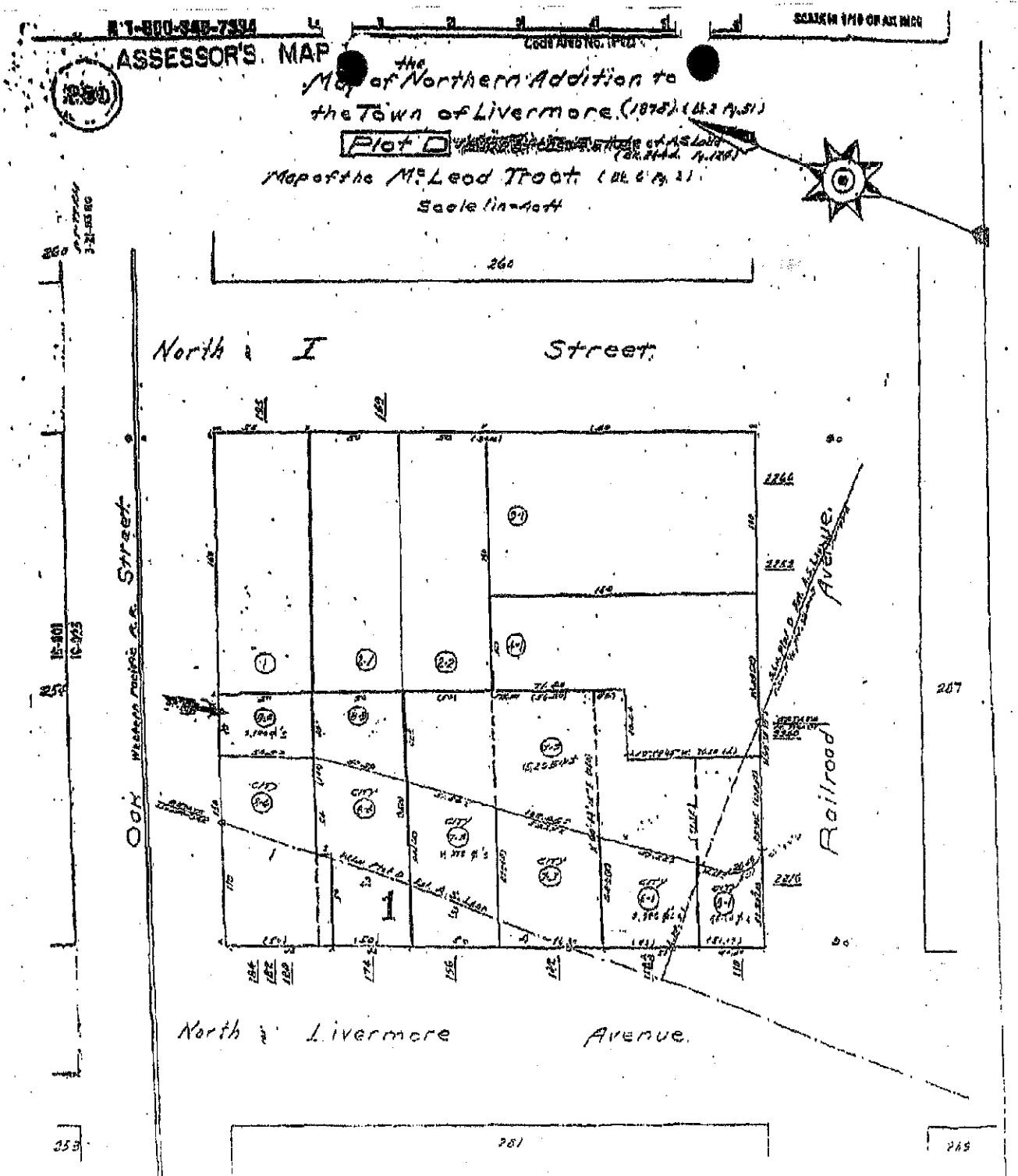
ACM 33

Order: 592882 TOF: PW AL Bk-Pg 98 - 280 Sht 1 of 1



NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE [illegible]

SUPERIOR COURT OF [illegible] COUNTY
COUNTY OF [illegible]
The foregoing document is a true and
correct copy of the original
on file in this office

ATTEST MAY 22 2006

CLERK OF THE SUPERIOR COURT
By [illegible]

SUBSTITUTION OF LEGIBLE ORIGINAL DOCUMENT
(Government Code Section 27361.7)

I DECLARE UNDER PENALTY OF PERJURY THAT THIS HANDWRITTEN / TYPEWRITTEN LEGIBLE COPY IS TRUE COPY OF THE ORIGINAL PAGE(S)

DATE: 10/13/03 SIGNATURE Julia McBride

PROPERTY DESCRIPTION
PROPOSED PARCEL 2
(CITY OF LIVERMORE LOT LINE ADJUSTMENT NO. _____)

REAL PROPERTY IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING A PORTION OF PLOT "D" OF THE SUBDIVISION OF THE A.S. LADD ESTATE FILED IN BOOK 244D OF MAPS AT PAGE 124, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF NORTH "I" STREET (80.00 FEET WIDE), DISTANT THEREON SOUTH 20°30'00" EAST 10.00 FEET FROM THE SOUTH LINE OF OAK STREET (80.00 FEET WIDE); THENCE NORTH 69°28'00' EAST 80.00 FEET; THENCE SOUTH 20°30'00" EAST 290.05 FEET TO THE NORTH LINE OF RAILROAD AVENUE (90.00 FEET WIDE); THENCE SOUTH 69°30'00" WEST 80.00 FEET TO SAID EAST LINE OF NORTH "I" STREET; THENCE NORTH 20°30'00" WES¯ 290.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.53 ACRES MORE OR LESS.
END OF DESCRIPTION

A PLAT LABELED "PROPOSED PARCEL 2" SHOWING THE ABOVE DESCRIBED AREA IS ATTACHED HERETO AND MADE A PART HEREOF.

_____
David F. Yarrington P.L. S 5996
Expires 12-31-2004

DATE: March 26, 2003
DEA Job No. LIVR0000-005

Exhibit A

SUBSTITUTION OF LEGIBLE ORIGINAL DOCUMENT
(Government Code Section 27361.7)

I DECLARE UNDER PENALTY OF PERJURY THAT THIS HANDWRITTEN / TYPEWRITTEN LEGIBLE COPY IS TRUE COPY OF THE ORIGINAL PAGE(S)

DATE: 10-13-03 SIGNATURE

PROPERTY DESCRIPTION
CITY OF LIVERMORE'S REMAINING PARCEL ON OAK STREET
BETWEEN NORTH LIVERMORE AVENUE AND NORTH I STREET

REAL PROPERTY IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING LOT 11 AND A PORTION OF LOTS 1, 2, AND 12 OF BLOCK 1 AS SHOWN ON THE "MAP OF THE NORTHERN ADDITION TO THE TOWN OF LIVERMORE SURVEYED FOR ALEX'R ESDON JULY 1875, W.F. BOARDMAN, C.E." FILED SEPTEMBER 20, 1875 IN BOOK 2 OF MAPS AT PAGE 51, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE ALONG THE EAST LINE OF SAID LOT 12, SOUTH 20°30'00" EAST 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING, SOUTH 20°30'00" EAST 90.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 69°30'00" WEST 206.00 FEET TO THE SOUTHWEST CORNER OF PARCEL 24B AS DESCRIBED IN THE GRANT DEED FROM THE CITY OF LIVERMORE TO SOUTHERN PACIFIC TRANSPORTATION COMPANY RECORDED FEBRUARY 16, 1979 AS INSTRUMENT NO. 79-030431, ALAMEDA COUNTY RECORDS; THENCE NORTH 9°11'24" WEST 50.99 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 24B; THENCE ALONG THE WEST LINE OF PARCEL 23B AS DESCRIBED IN SAID GRANT DEED NO. 79-030431, NORTH 13°39'26" WEST 40.29 FEET TO A POINT 10.00 FEET DISTANT TO, MEASURED AT RIGHT ANGLES, THE NORTH LINE OF SAID LOT 1; THENCE ALONG A LINE PARALLEL WITH AND 10.00 DISTANT TO SOUTHERLY SAID NORTH LINE OF LOTS 1 AND 12, NORTH 69°30'00" EAST 191.20 FEET TO THE POINT OF BEGINNING.

END OF DESCRIPTION.

_____
David F. Yarrington P.L. S 5996
Expires 12-31-2004

DATE: _____
DEA Job No. LIVR0000-005

Exhibit B

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN LAND AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

LIVERMORE VALLEY CENTER PROJECT

Assessor's Parcel Nos: 098-0280-008-03, 098-0280-008-05,
098-0280-001, 098-0280-002-01, 098-0260-018-01
(LVC Parcels 16, 17, 18, 19, and 24)

IT IS RESOLVED by the Redevelopment Agency of the City of Livermore, Livermore, California, as follows:

WHEREAS, it is desirable and necessary for the Redevelopment Agency of the City of Livermore to acquire the fee simple title in and to real property more particularly described in Exhibit "A," attached hereto and made a part hereof by reference, for redevelopment purposes in connection with the above-captioned Project. The name and address of the owner who has interests to be acquired is as follows:

Union Pacific Railroad
c/o Lisa Burnside
Real Estate Manager
1800 Farnam
Omaha, Nebraska 68102

WHEREAS, the Redevelopment Agency of the City of Livermore is vested with the power of eminent domain to acquire said leasehold interests by virtue of Article 1, Section 19, of the Constitution of the State of California, Section 33391 of the Health and Safety Code of the State of California and Sections 1240.050, 1240.010, 1240.110, 1240.120 and 1240.610 of the Code of Civil Procedure of the State of California; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California, notice has been duly given to the owners of the subject property and whose names and addresses appear on the last Alameda County equalized assessment roll, all of whom have been given a reasonable opportunity to appear and be heard before the Redevelopment Agency of the City of Livermore on the following matters:

(a) Whether the public interest and necessity require the Project;

(b) Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c) Whether the interests sought to be acquired are necessary for the Project; and

(d) Whether the offer to purchase required by Government Code section 7267.2 has been submitted to the owners of the real property interests.

WHEREAS, pursuant to the provisions of Section 7267.2 of the Government Code of the State of California, the Redevelopment Agency of the City of Livermore has made an offer to the owner of subject property for just compensation;

NOW, THEREFORE, IT IS FOUND, DETERMINED, AND ORDERED as follows:

1. The public interest and necessity require the Project;
2. The Project is planned and located in the manner which will be most compatible with the greatest public good and the least private injury;
3. The property interests sought to be acquired are necessary for the project;
4. The offer required by section 7267.2 of the Government Code of the State of California has been made to the owners of subject property;
5. The Project herein is consistent with the land uses analyzed in the Final Environmental Impact Report on the Livermore Redevelopment Plan and the Urban Design Plan (certified by the City Council in August 1992), and

the Addendum to the Final Environmental Impact Report on the Livermore Redevelopment Strategy and Urban Design Plan (certified by the City Council in September 1998).

6. The City Attorney of the City of Livermore or his duly authorized designee be, and he is hereby authorized and directed to institute and conduct to conclusion an action in eminent domain for the acquisition of the estates and interests aforesaid and to take such action as he may deem advisable or necessary in connection therewith;

7. An order for prejudgment possession may be obtained in said action and a warrant issued to the State Treasury Condemnation Fund, in the amount determined by the Court to be do deposited, as a condition to the right of immediate possession.

APPROVED AS TO FORM

Daniel S. Sodergren

GENERAL COUNSEL

On motion of Agency Member Vargas, seconded by Agency Member Beeman, the foregoing action was taken on this 23 day of September, 2002, by the following vote:

AYES: AGENCYMEMBERS Beeman, Dietrich, Reitter, Vargas, Chairperson Kamena

NOES: AGENCYMEMBERS None

ABSENT: AGENCYMEMBERS None

Marshall Kamena

CHAIRPERSON, REDEVELOPMENT AGENCY
OF THE CITY OF LIVERMORE, CALIFORNIA

ATTEST:

Julie Mitten, Deputy

SECRETARY

BB S:\AGENDA\09-23\Union Pacific.DOC

EXHIBIT A TO UNION PACIFIC RESOLUTION

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

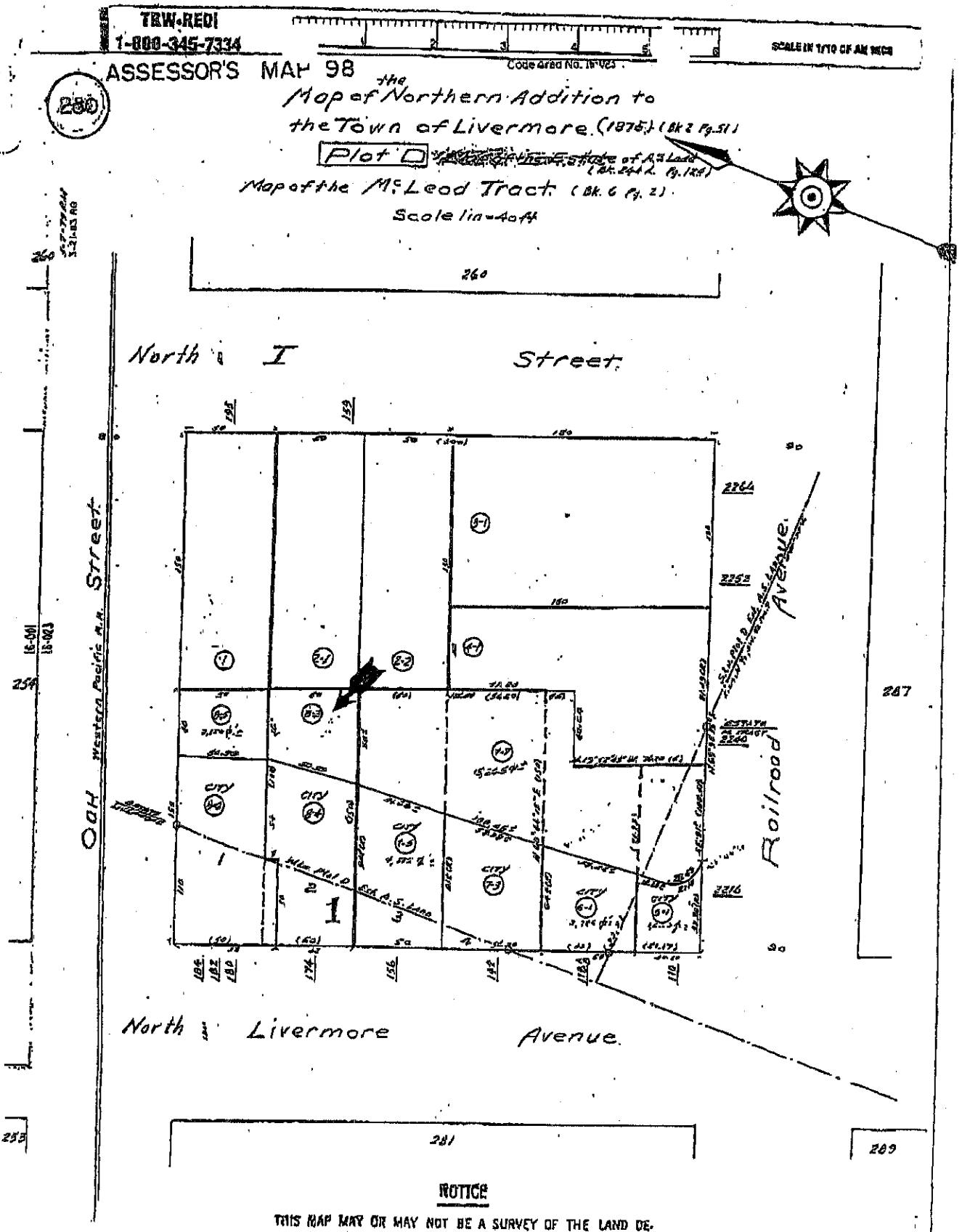
A portion of that certain parcel of land described in the Deed of joint tenancy, recorded June 7, 1962, Reel 602, Image 197 (AT/76586), Alameda County Records, more particularly described as follows:

Commencing at the westernmost corner of said parcel of land herein referred to, said point being 58 feet southeasterly along the northeastern boundary line of Livermore Avenue from the southeastern boundary line of Oak Street; thence northeasterly at right angles to the aforesaid northeastern boundary line of Livermore Avenue 50 feet; thence at right angles to the left 8 feet; thence at right angles to the right 54.00 feet to the true point of beginning; thence northeasterly along the prolon portion of last said line 46.00 feet; thence at right angles to the right 50 feet along the easterly boundary line of said parcel of land; thence at right angles to the right and parallel with said southeastern boundary line of Oak Street, 56.00 feet; thence to the right through an angle of 101° 18' 35.7", a distance of 50.99 feet to the true point of beginning.

A.P. No.: 098-0280-008-03

*****

EXHIBIT A



NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. FIRST AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE THEREON.

ACM 49

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

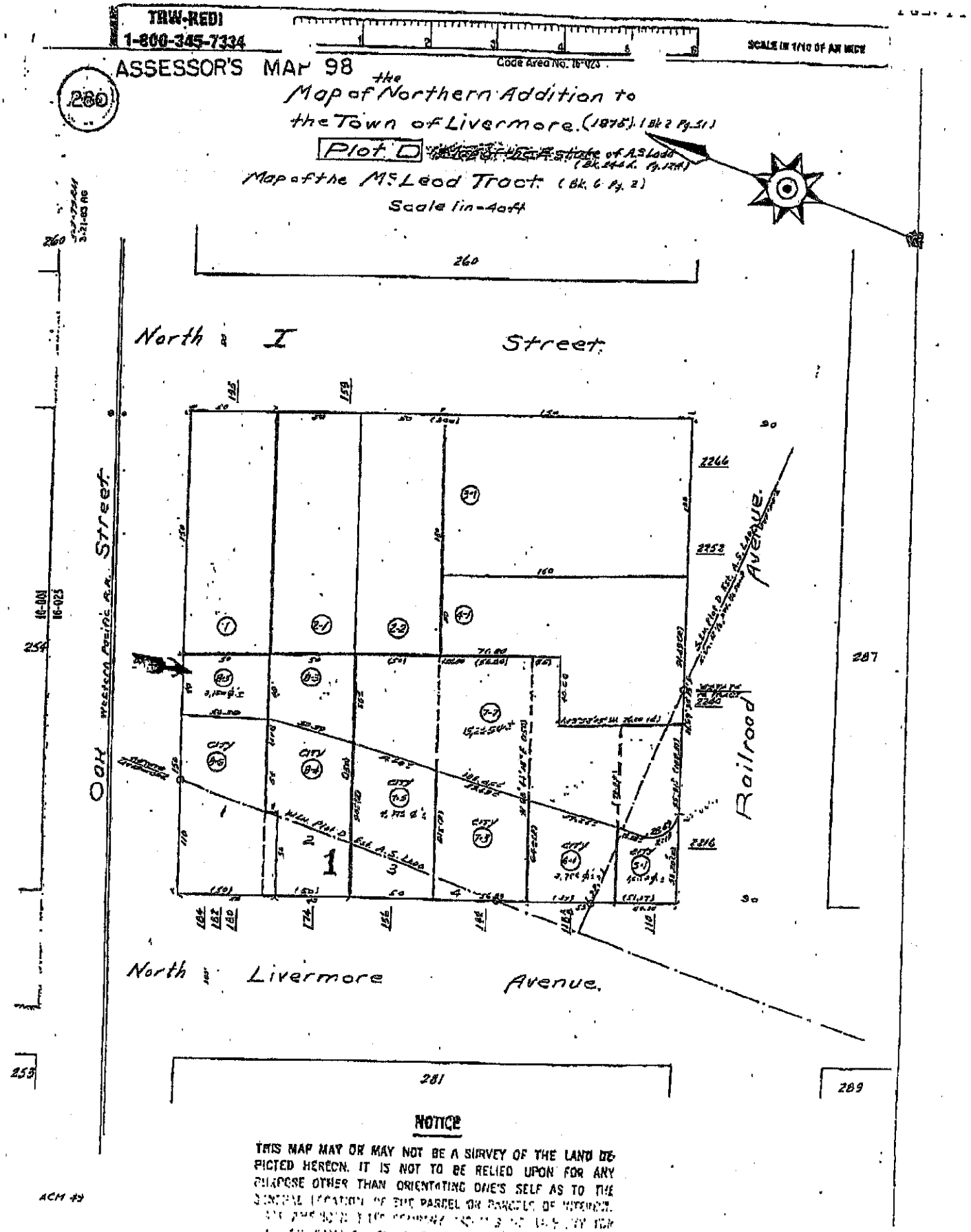
A portion of that certain parcel of land described in the deed to the City of Livermore, recorded April 21, 1975, Reel 3939, OR., Image 538, Alameda County Records, more particularly described as follows:

A portion of Lot 1, Block 1, "Map of the Northern Addition to the Town of Livermore", filed September 20, 1875, Map Book 2, Page 51, Alameda County Records, described as follows: COMMENCING at the intersection of the Northeastern line of Livermore Avenue with the Southeastern line of Oak Street as said Streets are shown on the Map herein referred to; thence Easterly along the Southeastern line of Oak Street 110.00 feet to the TRUE POINT OF BEGINNING; thence, continuing along said Southeastern line of Oak Street, 40.00 feet; thence at right angles to the right 50.00 feet; thence at right angles to the right 46.00 feet; thence to the right through an angle of 96° 50' 34" 50.36 feet to the Point of Beginning.

A.P. No.: 098-0280-008-05

*****

EXHIBIT A


TRW-REDI
1-800-345-7334
SCALE IN 1/10 OF AN INCH
ASSESSOR'S MAP 98
Code Area No. 16-025
280
Map of the Northern Addition to the Town of Livermore. (1875). (Bk 2 Pg. 51)
Plot D
Map of the McLeod Tract. (Bk. 6 Pg. 2)
Scale 1in-40ft
260
North I Street
Oak Street
Railroad Avenue
North Livermore Avenue
2266
2252
2216
287
281
289
254
253
16-001
16-025
NOTICE
THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST.
ACM 49

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

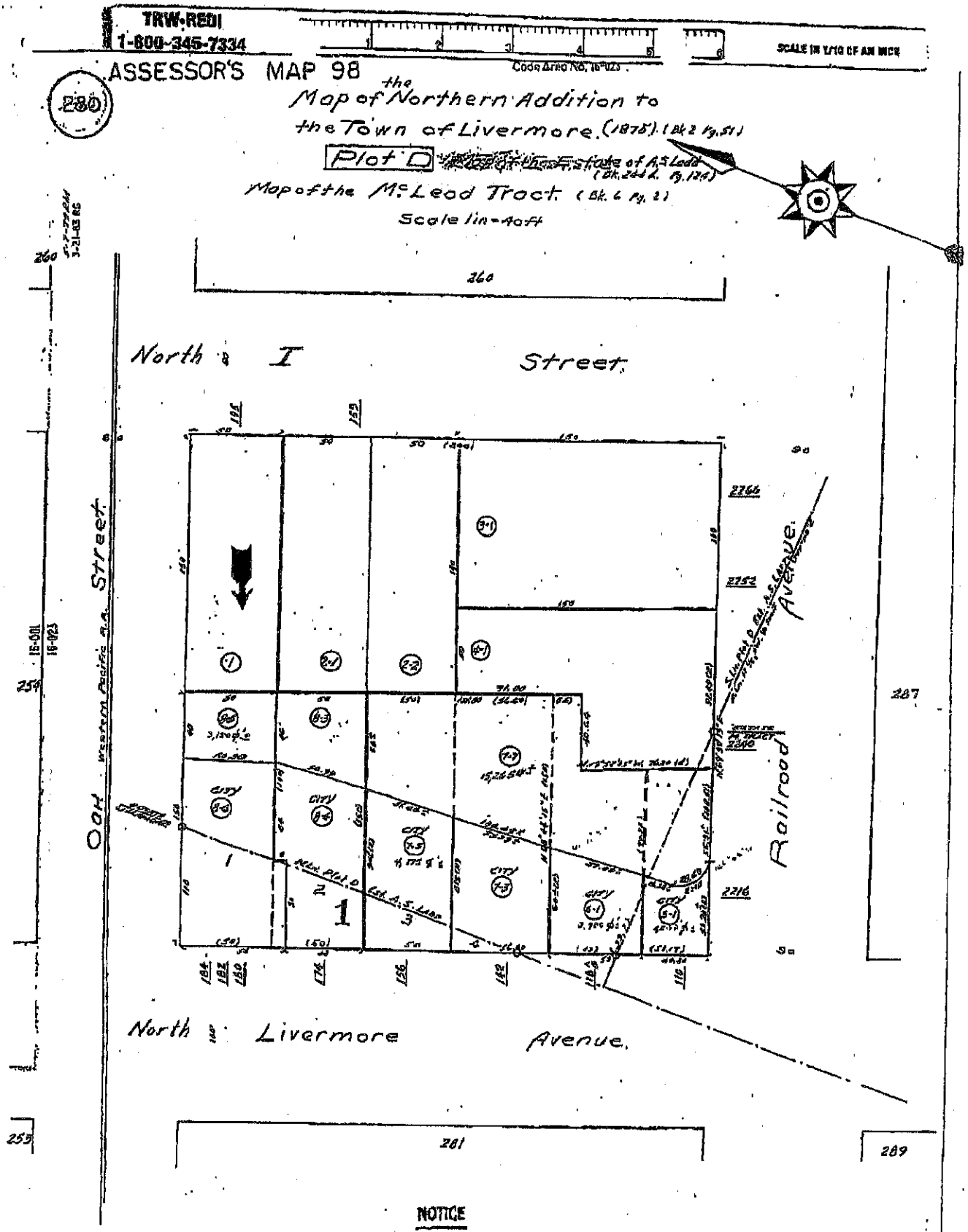
Beginning at a point on the Southeasterly line of Oak Street projected in a right line Northeasterly from the Western boundary line of Section 9, Township 3 South, Range 2 East, Mount Diablo Base and Meridian, a distance of 228.84 feet; thence at right angles to said line so projected Southeasterly 50 feet; thence at right angles Northeasterly 150 feet to the point of beginning.

Being Lot 12, in Block 1, as said Lot and Block are shown on the "Map of the Northern Addition to the Town of Livermore, Surveyed for Alexander Esdon, July, 1875, W. F. Boardman, C.E.", filed in the office of the County Recorder of Alameda County, on September 20, 1875 and being Lot 12 in Block A of the O'Leary Tract as surveyed by George L. Nusbaumer, County Surveyor.

A.P. No.: 098-0280-001

*****

EXHIBIT A



NOTICE

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Order: 502484 TOE: DW

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

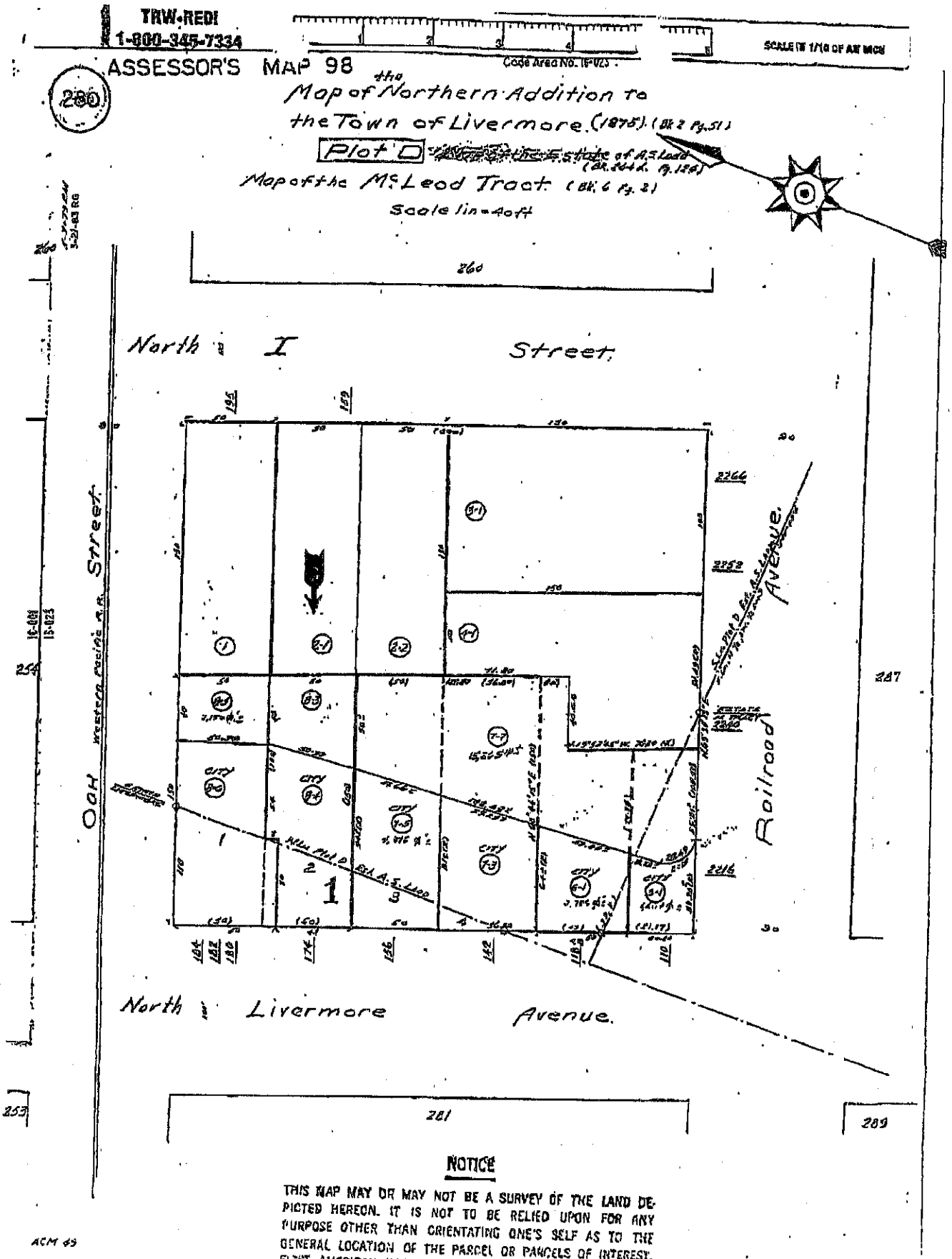
A portion of that certain parcel described in the deed recorded March 29, 1932, Book 2813, Page 28, (CC-16193), Alameda County Records, described as follows:

Beginning at the Northernmost corner of that certain parcel herein referred to, said corner being 50 feet southerly along the Westerly boundary line of North "I" Street from the southerly boundary line of Oak Street, thence Southerly along the prolongation of said Westerly boundary line 50 feet; thence at right angles to the right 150 feet; thence at right angles to the right along the Westerly boundary line of said parcel 50 feet; thence at right angles to the right along the Northerly boundary line of said parcel 150 feet to the point of beginning.

A.P. No.: 098-0280-002-01

*****

EXHIBIT A



NOTICE

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ACM 65

LEGAL DESCRIPTION

REAL PROPERTY in the City of Livermore, County of Alameda, State of California, described as follows:

A portion of that certain parcel of land described in the deed, recorded May 17, 1973, Reel 3419 OR, Image 273 (73-67454), Alameda County Records, described as follows:

Beginning at the Westernmost corner of that certain parcel herein referred to, said point being the intersection of the Northeasterly boundary line of North "I" Street and the Southeasterly boundary line of the Western Pacific Railroad right-of-way; thence Northeasterly along said Southeasterly boundary line 80.00 feet to the Northeasterly boundary line of said parcel; thence at right angles to the right 10.00 feet along the Northeasterly boundary line of said parcel; thence Southwesterly to a point of intersection with the Northeasterly boundary line of said North "I" Street, said point of intersection being 33.00 feet Southeasterly along the said Northeasterly boundary line from the point of beginning; thence Northwesterly along said Northeasterly boundary line 33.00 feet to the point of beginning.

A.P. No.: 098-0260-018-01

*****

EXHIBIT A

TRW-REDI
1-800-345-7334

SCALE IN 1/10 OF AN INCH

ASSESSOR'S MAP 98

Code Area Nos. 16-001
16-023

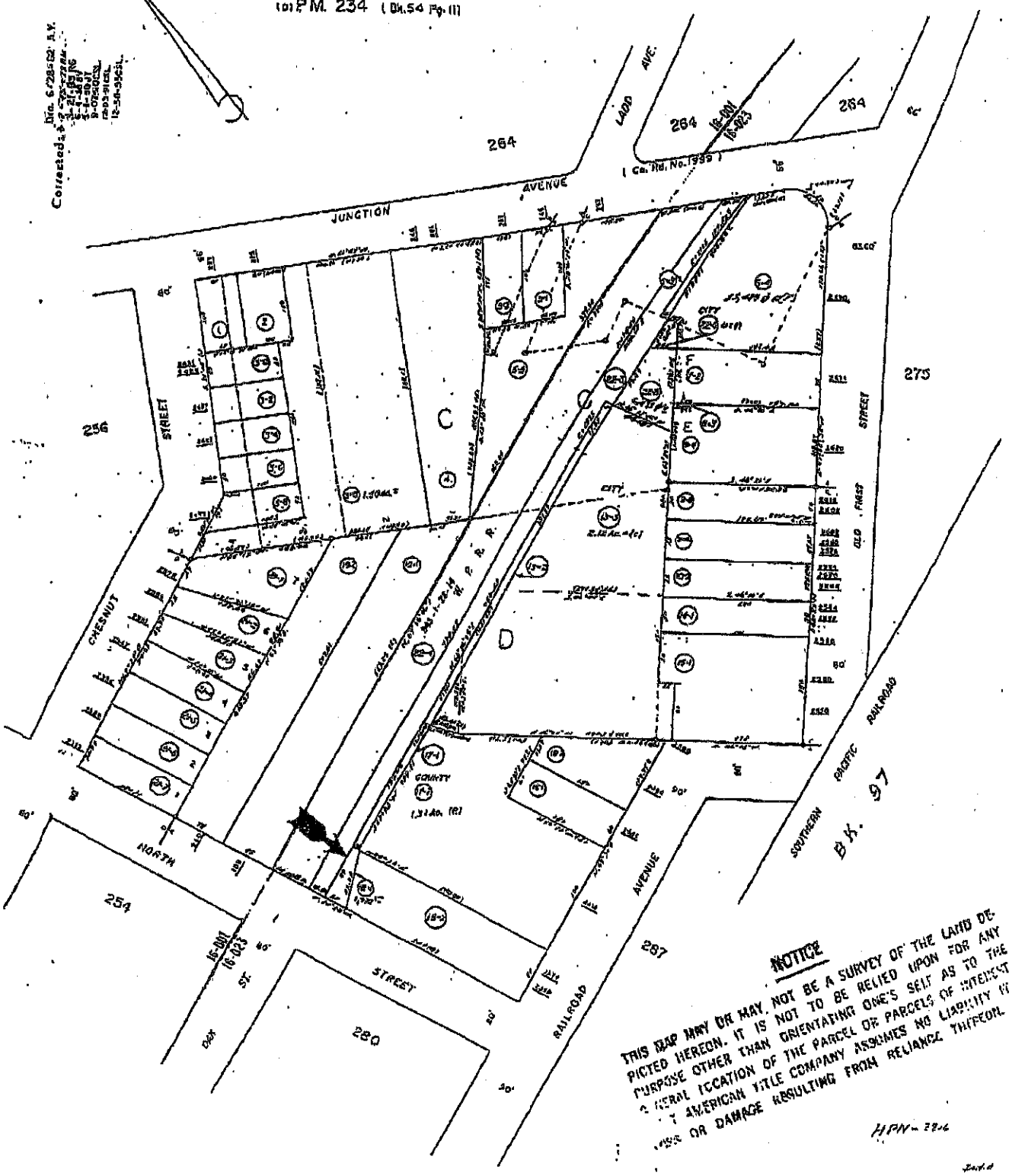
260 Scale: 1" = 100'

(a) MAP OF THE ESTATE OF A. S. LADD. (Bk.244, Pg.126)

(b) Subdivision Map of Plot C- Ladd Estate (Bk.4 Pg.26)

(c) Portion of Sec. 9, T3S, R2E.

(d) P.M. 234 (Bk.54 Pg.11)



NOTICE

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HPN-2216

ASSESSOR'S MAP 98

Code Area No. 16-023

280

Map of the Northern Addition to the Town of Livermore (1875) (Bk 2 Pg. 51)

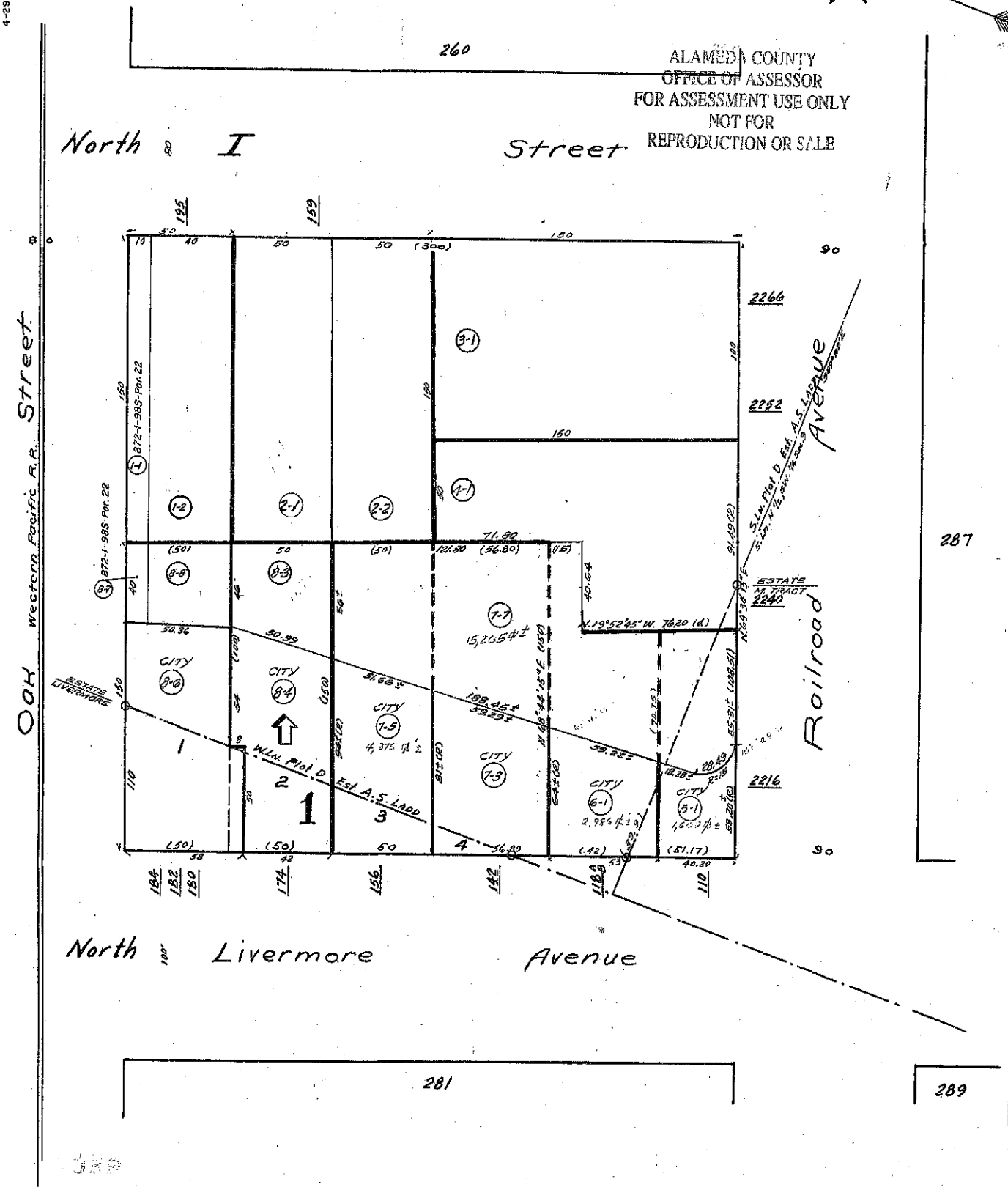
Plot D ~~Map of the Estate of A.S. Ladd~~ (Bk. 244 d. Pg. 124)

Map of the McLeod Tract (Bk. 6 Pg. 2)

Scale 1 in = 40 ft

5-7-79 RW
3-21-83 RG
4-29-04 CSL

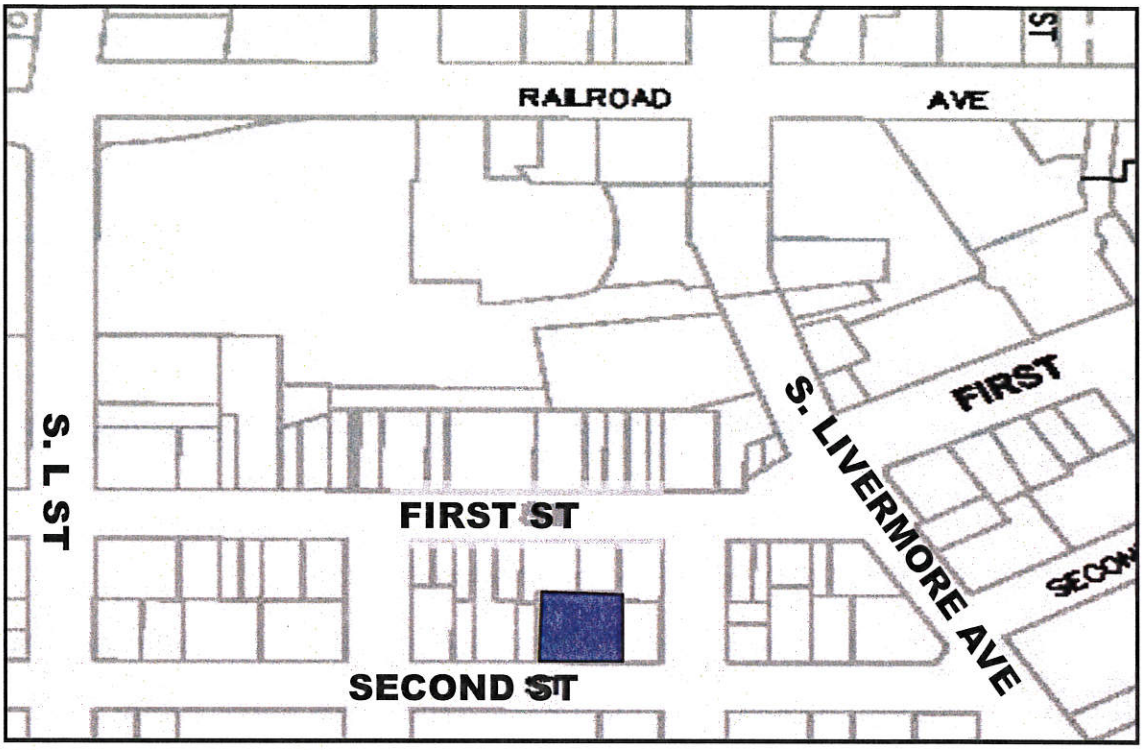
ALAMEDA COUNTY
OFFICE OF ASSESSOR
FOR ASSESSMENT USE ONLY
NOT FOR
REPRODUCTION OR SALE



ACM 49

HIGHEST # 3-4

EXHIBIT B.9



2164 Second Street
(Chamber of Commerce Parking Lot)
APN: 097-0014-003-04

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089518 03/23/2011 04:14 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

7 PGS

cc: HHS

APN: 097-0014-003-04

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov't al agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a Public Body Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 who acquired title as The Redevelopment Agency of the City of Livermore, a California Public Entity

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF,

SUBJECT TO THE COVENTANS AND RESTRICTIONS IN EXHIBIT "B" ATTACHED HERETO.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

_____

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

}
STATE OF CALIFORNIA } SS.
COUNTY OF ALAMEDA }

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

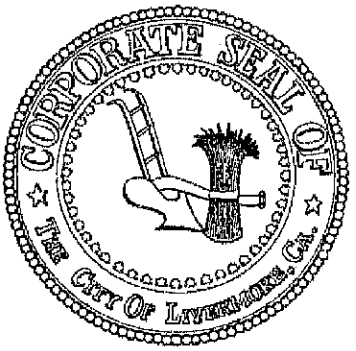


EXHIBIT "A"

PARCEL ONE:

Portions of Lots 2 & 3 and all of Lots 10 & 11, Block 14, Map of Town of Livermore, filed November 4, 1869, Map Book 5, Page 9, Alameda County Records, described as follows:

Beginning at the northerly line of West 2nd Street, distant thereon westerly 50 feet from the westerly line of South J Street; thence along said Northerly line of West 2nd Street, westerly 100 feet; thence at right angles 114 feet; thence at a right angle easterly 99 feet and 10-1/2 inches; thence southerly 14 feet to the northern line of Lot 11; thence along said north line of Lot 11, easterly 1-1/2 inches; thence at right angles southerly 100 feet to the point of beginning.

PARCEL TWO:

An easement for pedestrian and vehicular traffic, and for the maintenance and installation of utility lines of all kinds and types over, in, and under the following described parcel:

Beginning at a point on the westerly line of Lot 3, Block 14, Map of Town of Livermore, filed November 4, 1869, Map Book 5, Page 9, Alameda County Records, said point being the northwesterly corner of Parcel One set forth above; thence along said westerly line of Lot 3, northerly 86 feet to the southerly line of West 1st Street; thence along said southerly line Easterly 15 feet; thence southerly 86 feet to a point on the northwesterly line of said Parcel One above and distant thereon 15 feet easterly from the point of beginning; thence along said line westerly 15 feet to the point of beginning.

Assessor's Parcel No. 097-0014-003-04

EXHIBIT "B "

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 097-0014-003-04) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

CC: Eng/8

REQUEST BY & RETURN TO
CITY CLERK
CITY HALL
052 SOUTH LIVERMORE AVENUE
VERMORE CA 94550

City of Livermore
1052 So. Livermore Avenue
Livermore, CA 94550
Attn: City Clerk

Recorded in Official Records, Alameda County
Patrick O'Connell, Clerk-Recorder
No Fee
98321083 11:07am 09/16/98
005 29060554 29 40
B02 4 7.00 9.00 0.00 0.00 0.00 0.00 0.00 0.00

MAIL TAX STATEMENTS TO:	The Undersigned grantor(s) declare(s):
SAME AS ABOVE	CITY TRANSFER TAX $ DOCUMENTARY TRANSFER TAX $ SURVEY MONUMENT FEE $
APN: 97-0014-003-04	Computed on the consideration or value or property conveyed; OR Computed on the consideration or value less liens or encumbrances remaining at time of sale

GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, a California Public Entity

HEREBY GRANT(S) to:

W. EDWARD KING AND FRANCES KING, HUSBAND AND WIFE, AS COMMUNITY PROPERTY AND THEIR HEIRS AND ASSIGNS

the real property in the City of LIVERMORE
County of ALAMEDA, State of California, as described as

ACCESS AND DRAINAGE EASEMENT

An access easement and drainage easement on, over and across the following described real property:

FOR LEGAL DESCRIPTION AND PLAT
SEE EXHIBIT "A" AND EXHIBIT "B" (PLAT)
ATTACHED HERETO AND MADE A PART HEREOF

Dated }
STATE OF CALIFORNIA }SS
COUNTY OF _____ }

Cathie Brown
CITY OF LIVERMORE

On _____
before me, _____, 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 isntrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

98321083

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } ss.

On 8-12-98 before me, Alice Calvert, City Clerk,
personally appeared Marnie Brown, Mayor,
CITY OF LIVERMORE, 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 Alice Calvert

(This area for official City seal.)

EXHIBIT "A"

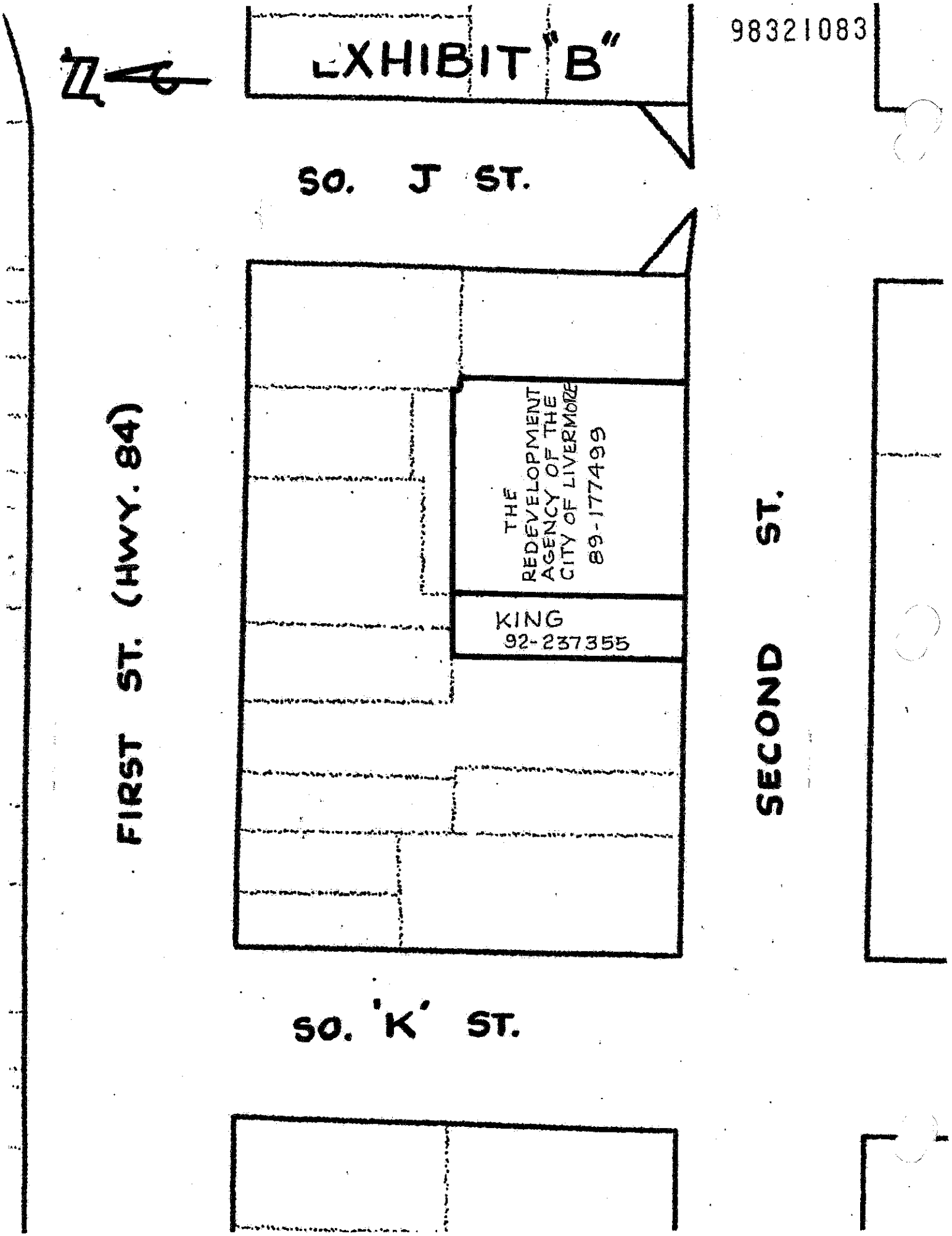
AN ACCESS EASEMENT AND STORM DRAIN EASEMENT SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

SAID EASEMENTS PROVIDE A STORM DRAIN EASEMENT (FOR THE CONVEYANCE OF STORM DRAINAGE) AND AN ACCESS EASEMENT (FOR THE RIGHT OF INGRESS, EGRESS AND USE FOR THE PURPOSE OF VEHICULAR PARKING) ON, OVER AND ACROSS THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, A CALIFORNIA PUBLIC ENTITY, RECORDED JULY 3, 1989, UNDER SERIES NO. 89177499, ALAMEDA COUNTY RECORDS TO THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO W. EDWARD KING AND FRANCES KING, RECORDED JULY 23, 1992, UNDER SERIES NO. 92237355, ALAMEDA COUNTY RECORDS.

REGISTERED PROFESSIONAL ENGINEER
PHILIP E. BORDSTUN
No. 26867
Expires 3-31-91
CIVIL
STATE OF CALIFORNIA

98321083

EXHIBIT "B"



RECORDING REQUESTED BY
Fidelity National Title

MAIL TAX STATEMENT TO
Same as below

WHEN RECORDED MAIL TO
City Clerk
City of Livermore
1052 South Livermore Ave.
Livermore, CA 94550

Name
Street Address
City State Zip

89177493

Recorded at Request of
Fidelity National Title Co.
At
8:00 A.M. JUL - 3 1989
Official Records of
Alameda County, California
RENE C. DAVIDSON,
COUNTY RECORDER

DH

ORDER NO.
ESCROW NO. 0-600991

CORPORATION GRANT DEED

RECORDERS USE ONLY
DOCUMENTARY TRANSFER TAX $ None
____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
____ COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES REMAINING THEREON AT TIME OF SALE.
AS DECLARED BY THE UNDERSIGNED GRANTOR
Signature of declarant or agent determining tax - Firm Name
____ Unincorporated Area X City of Livermore
TAX PARCEL NO. 097-0014-003-04

LAWYERS ASSET MANAGEMENT, INC., A CALIFORNIA corporation
FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO
THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, a California Public Entity

the real property in the County of Alameda, City of Livermore, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION....

Dated: 6-15-89

LAWYERS ASSET MANAGEMENT, INC.
a California corporation
By _____, President
By _____

(Corporation Acknowledgment)

STATE OF CALIFORNIA
County of _____

On this _____ day of _____, in the year 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as _____ or on behalf of the corporation therein named, and acknowledged to me that such corporation executed it.

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State.

(Notary Seal)

MAIL TAX STATEMENT AS DIRECTED ABOVE

FD-13A

89177499

89177499

STATE OF CALIFORNIA
COUNTY OF ALAMEDA ss.

On this 15th day of June, in the year 1989, before me, the undersigned, a Notary Public, State of California, duly licensed and sworn, personally appeared Lloyd W. Kendall, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as President or on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Alameda, on the date set forth above in this certificate.

OFFICIAL SEAL
L. ARNOLD
NOTARY PUBLIC-CALIFORNIA
COUNTY OF ALAMEDA
My Commission Expires Nov. 15, 1992

Notary Public, State of California

My commission expires NOV.15, 1992

The document is only a general form which may be proper for use in simple transactions and in no way suits, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty either expressed or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction

Cowdery's Form No. 28 -- Acknowledgement to Notary Public — Corporation (C. C. Secs. 1190-1190.1) — (Rev. 1/83)

89177499

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated June 15, 1989, from Lawyers Asset Management, Inc., to the Livermore Redevelopment Agency, is hereby accepted by the undersigned Secretary on behalf of the Livermore Redevelopment Agency pursuant to authority conferred by Resolution No. RA-3-89 of the Redevelopment Agency adopted on January 23, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: June 28, 1989

Carol Greany

Carol Greany, Secretary
Livermore Redevelopment Agency
1052 South Livermore Avenue
Livermore, CA 94550

Order No. 600991

EXHIBIT "A"

PARCEL ONE:

Portions of Lots 2 & 3 and all of Lots 10 & 11, Block 14, Map of Town of Livermore, filed November 4, 1869, Map Book 5, Page 9, Alameda County Records, described as follows:

Beginning at the Northerly line of West 2nd Street, distant thereon Westerly 50 feet from the Westerly line of South J Street; thence along said Northerly line of West 2nd Street, Westerly 100 feet; thence at right angles 114 feet; thence at a right angle Easterly 99 feet and 10-1/2 inches; thence Southerly 14 feet to the Northern line of Lot 11; thence along said North line of Lot 11, Easterly 1-1/2 inches; thence at right angles Southerly 100 feet to the point of beginning.

PARCEL TWO:

An easement for pedestrian and vehicular traffic, and for the maintenance and installation of utility lines of all kinds and types over, in and under the following described parcel:

Beginning at a point on the Westerly line of Lot 3, Block 14, Map of Town of Livermore, filed November 4, 1869, Map Book 5, Page 9, Alameda County Records, said point being the Northwesterly corner of Parcel One set forth above; thence along said Westerly line of Lot 3, Northerly 86 feet to the Southerly line of West 1st Street; thence along said Southerly line Easterly 15 feet; thence Southerly 86 feet to a point on the Northwesterly line of said Parcel One above and distant thereon 15 feet Easterly from the point of beginning; thence along said line Westerly 15 feet to the point of beginning.

Assessors Parcel No. 097-0014-003-04

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE

STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A PROPERTY ACQUISITION CONTRACT
(Hunan)

BE IT RESOLVED by the Redevelopment Agency of the City of Livermore that the Chairman is authorized to sign on behalf of the Redevelopment Agency of the City of Livermore a Contract for Sale of Real Property between Tony Hoy Ting Lau and Siu Lin Lau, husband and wife, as joint tenants, and George Hoy Sock Lau, an unmarried man and the City of Livermore to purchase the Hunan Restaurant property at 2164 Second Street. A copy of this contract is on file in the office of the City Clerk.

APPROVED AS TO FORM:

ASSISTANT GENERAL COUNSEL

On motion of Agency Member Wieskamp, seconded by Agency Member Bartoli, the foregoing Resolution was passed and adopted this 23rd day of January, 1989, by the following vote:

AYES: AGENCY MEMBERS Wieskamp, Bartoli and Mayor Turner

NOES: AGENCY MEMBER Brown

ABSENT: AGENCY MEMBER Vargas

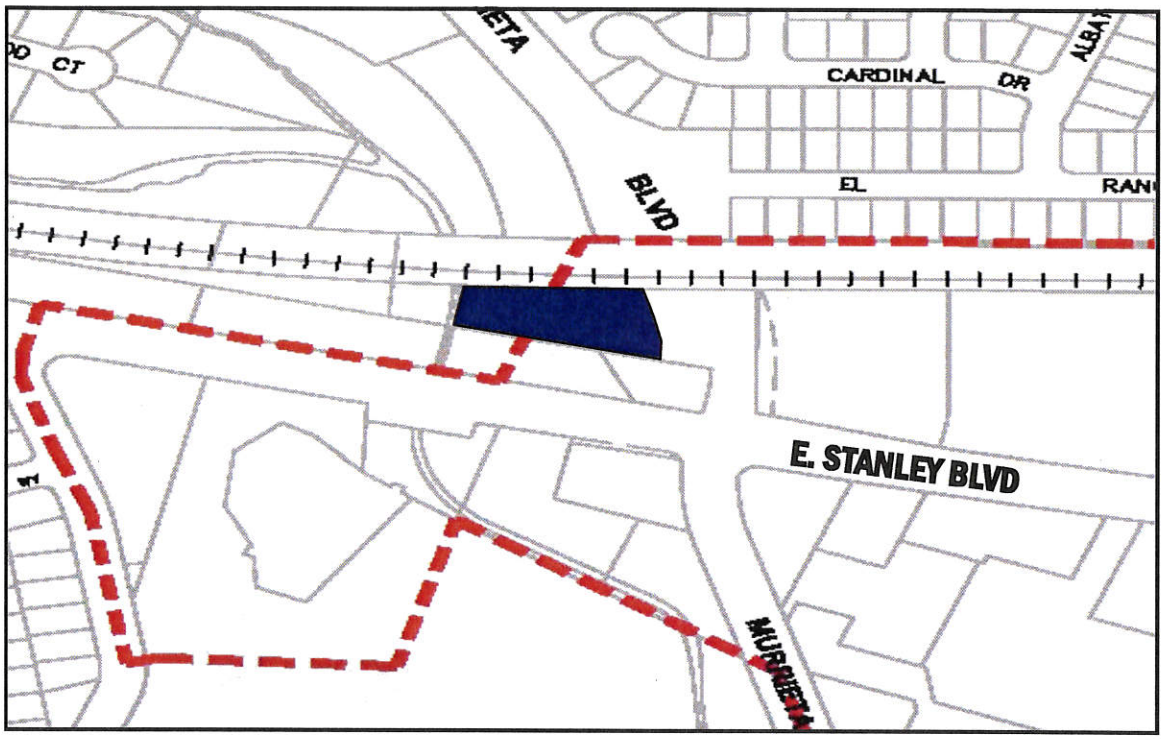
CHAIRMAN, CITY OF LIVERMORE, CALIFORNIA

ATTEST:

RESOLUTION NO. RA-2-89

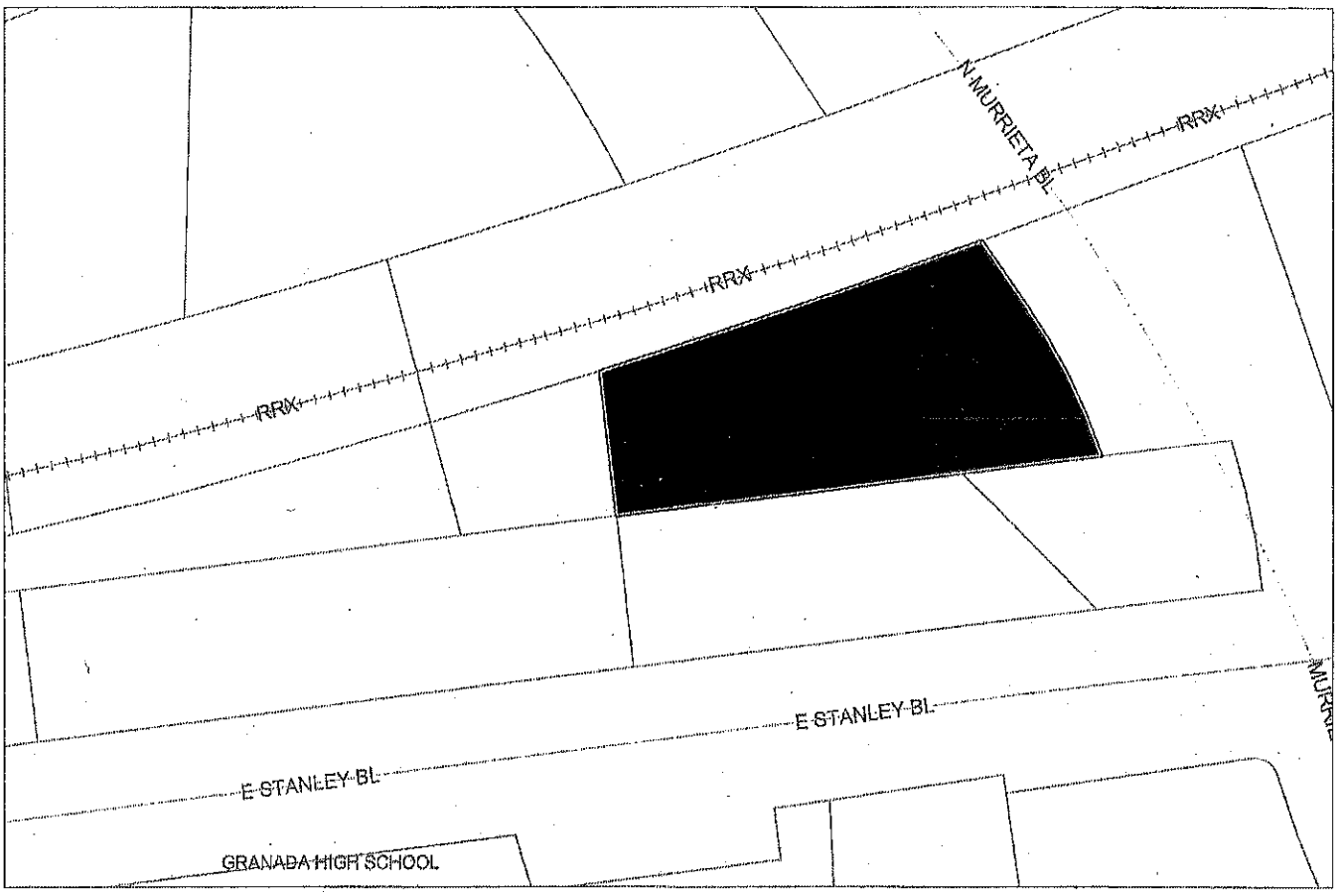
2474 Porta
© 2014 Google
© 2014 Google
37°41'25.88" N 121°46'12.51"

EXHIBIT B.10



East Stanley Boulevard (vacant lot)
APN: 099-0175-025

City of Livermore, CA APN: 099-0175-025-00 ADDRESS: E Stanley Blvd
(Property was APN: 099-0175-004-04 at time acquired)



SCALE 1 : 1,300

100 0 100 200 300

FEET

N

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089527 03/23/2011 04:17 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

7 PGS

CC: HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 099-0175-025-00 & 099-0175-026-00

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a public body, corporate and politic

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERE OF, SUBJECT TO THE COVENANTS AND RESTRICTIONS IN EXHIBIT "B" ATTACHED HERETO.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared
_____

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

_____

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

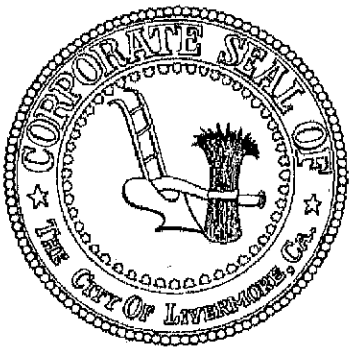
STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

EXHIBIT "A"

Real property situate in the City of Livermore, County of Alameda, State of California being portions of the parcels described in the deeds recorded in Series Numbers 78-045864 and 78-080665, Official Records of Alameda County, described as follows:

Commencing at the most southeasterly corner of the parcel described in the deed recorded in Series No. 78-080665, said point being on the northerly line of East Stanley Boulevard, said point also being on a non tangent curve to the right having a radial which bears S.13°15'08.7"E.., a radius of 11509.16, a delta of 04°06'49.1"; thence southwesterly along the southerly line of said parcel (78-080665), said northerly line of East Stanley Boulevard and along said curve an arc length of 826.32 feet to the **Point of Beginning**; thence continuing along last said lines on a curve to the right having a radius of 11509.16 feet, a delta of 01°47'12.7"; thence along said curve an arc length of 358.93 feet to centerline of the Murrieta Boulevard 200.00 foot wide right of way described in the deed recorded in Reel 3219 Image 887 Official Records of Alameda County; thence leaving said southerly line and along said centerline, N.17°31'40"W., 50.00 feet to a curve to the left having a radius of 480.00 feet, a delta of 06°15'04"; thence continuing along said center line and along said curve an arc length of 52.37 feet to the northwesterly corner of said parcel (78-045864) and southerly line of said parcel(78-080665); thence along last said southerly line S.82°24'00"W., 522.51 feet to the southeasterly corner of the parcel described in the deed recorded in Reel 143 Image 71 Official Records of Alameda County; thence leaving said southerly line and along the easterly line of last said parcel, N.15°58'00"W., 78.22 feet to the northeasterly corner of last said parcel, said point also being on the northwesterly line of said parcel (78-080665) and a non tangent curve to the left having a radial which bears S.16°29'37"E., a radius of 5779.65 feet, a delta of 04°00'23"; thence northeasterly along said northwesterly line, along said curve an arc length of 404.14 feet; thence N.69°30'00"E., 462.88 feet; thence leaving said northwesterly line, S.20°30'00"E., 266.64 feet to a curve to the right having a radius of 213.00 feet, a delta of 12°28'22"; thence along said curve an arc length of 46.37 feet; thence S.08°01'38"E., 47.43 feet to the **Point of Beginning**.

Assessor's Parcel No. 099-0175-025-00 & 099-0175-026-00

EXHIBIT "B"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 099-0175-025-00 & 099-0175-026-00) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

ASSESSOR'S MAP 99

Code Area Nos.
16-071 16-022

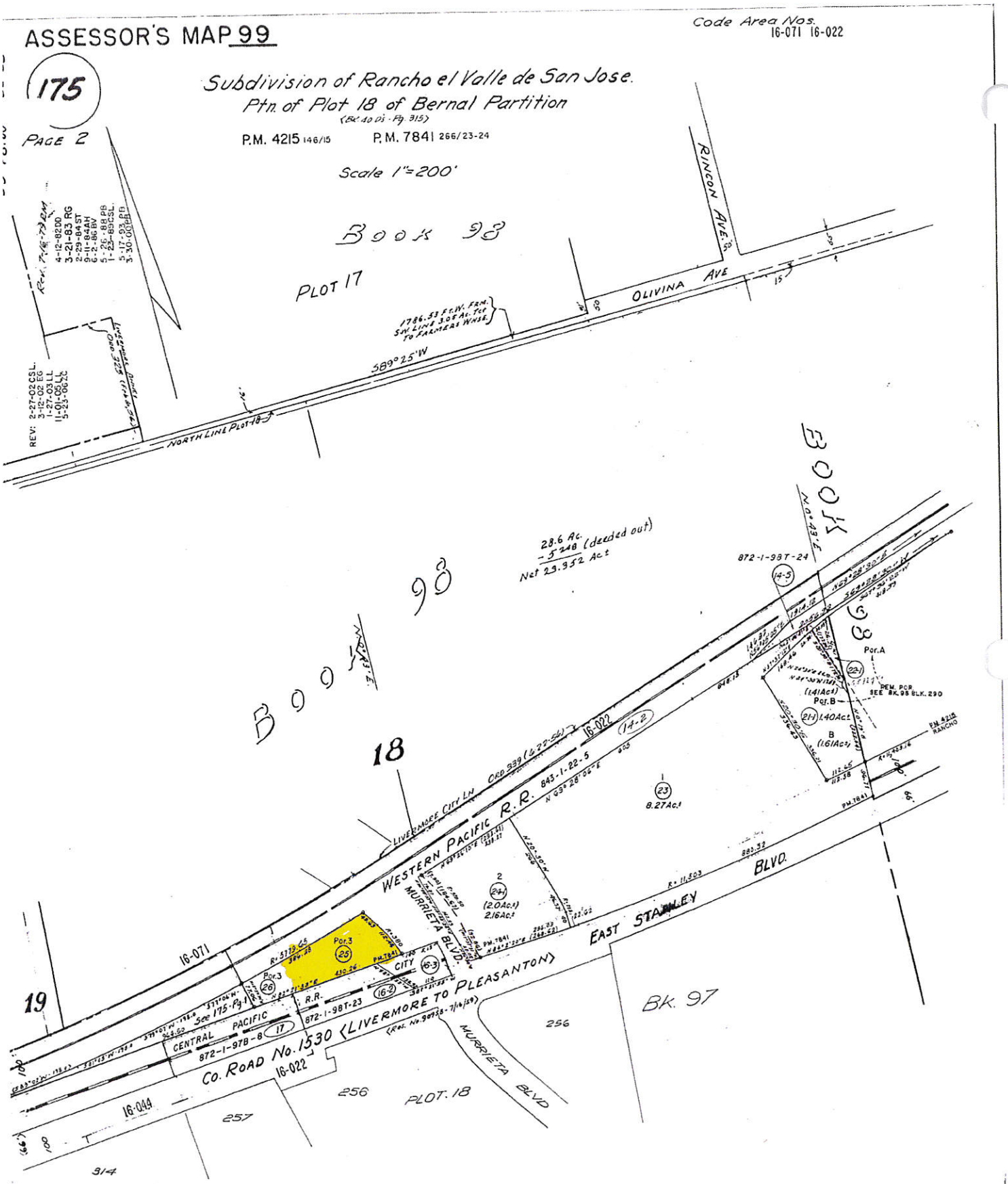
175

PAGE 2

Subdivision of Rancho el Valle de San Jose.
Ptn. of Plot 18 of Bernal Partition
(Bk. 40 D's - Pg. 315)

P.M. 4215 146/15 P.M. 7841 266/23-24

Scale 1"=200'



Note: Parcels thru No. 12 have been used. See old Book.

ACM 49

Ref.: PM 401 (Bk. 58 Pg. 77), R.S. (R.S. Bk. 1 Pg. 46), P.M. 3884 (Bk. 138 Pg. 42)

HPN - 23-1
Ind. 6

PARCEL MAP 7841

A SUBDIVISION OF PARCELS 1 AND 2 DESCRIBED IN LLA #01-006
RECORDED AUGUST 22, 2001 IN SERIES NO. 2001314149
OFFICIAL RECORDS OF ALAMEDA COUNTY

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR & ASSOCIATES
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
OCTOBER 2001

OWNER'S STATEMENT

THE UNDERSIGNED, HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED, "PARCEL MAP 7841, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF TWO (2) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF, THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DO CONSENT TO THE MAKING AND RECORDATION OF SAID MAP, THAT SAID MAP DOES PARTICULARLY SET FORTH AND DESCRIBE ALL PARCELS OF LAND RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARY COURSES AND EXTENT.

AND THE UNDERSIGNED HEREBY DEDICATE TO PUBLIC USE THAT PARCEL OF LAND LYING WITHIN THE BOUNDARIES OF MURRIETA BOULEVARD AND EAST STANLEY BOULEVARD AS SHOWN AND EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP FOR THE USES AND PURPOSES OF PUBLIC ROADWAYS.

AND THE UNDERSIGNED HEREBY DEDICATE TO THE PUBLIC FOREVER THE RIGHT TO CONSTRUCT AND MAINTAIN PUBLIC SIDEWALKS AND APPURTENANCES THERETO UNDER, ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN UPON SAID MAP AS "PUE" (PUBLIC UTILITY EASEMENT), TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OF THE PUBLIC FOR PEDESTRIAN USE OVER AND ALONG THE PUBLIC SIDEWALKS, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP, AND THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID PUBLIC SIDEWALKS AND APPURTENANCES THERETO.

AND THE UNDERSIGNED HEREBY DEDICATE TO THE PUBLIC FOREVER THE RIGHT TO ENTER AND CONSTRUCT, RECONSTRUCT, MAINTAIN, AND REPAIR SANITARY SEWERS AND APPURTENANCES THERETO, IN, ON, OVER AND UNDER THOSE STRIPS OF LAND SHOWN UPON SAID MAP AND DESIGNATED "SSE" (SANITARY SEWER EASEMENT), AS EMBRACED WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

AND THE UNDERSIGNED HEREBY DEDICATE TO THE PUBLIC FOREVER, AN EMERGENCY VEHICLE ACCESS EASEMENT "EVAE" ON, OVER, AND ACROSS THAT PORTION OF LAND DESIGNATED AND EMBRACED WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP, FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES.

AND THE UNDERSIGNED HEREBY DECLARE THE AREA DESIGNATED AS "CDE" COMMON DRIVEWAY EASEMENT AS SHOWN AND EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP ARE FOR THE PURPOSES OF INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1 & 2.

THIS MAP SHOWS OR NOTES ALL EASEMENTS, EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 28TH DAY OF Nov., 2001.

OWNER: REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, A PUBLIC BODY, CORPORATE AND POLITIC

BY: Linda M. Barton TITLE: Executive Director
LINDA M. BARTON

OWNER: VALLEY CARE SENIOR HOUSING, INC, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

BY: Marcelina Feit TITLE: President
MARCELINA FEIT

BY: Vern Brown TITLE: Secretary
VERN BROWN

OWNER'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Alameda) S.S.

ON November 28, 2001, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED Marcelina Feit, Vern Brown 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 ON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND

SIGNATURE: Barbara J. Webber
PRINT: Barbara J. Webber
MY COMMISSION EXPIRES: 7-28-02
PRINCIPAL COUNTY OF BUSINESS: Alameda
COMMISSION # OF NOTARY: 1288667

BARBARA J. WEBBER
COMM. #1288667
NOTARY PUBLIC-CALIFORNIA
ALAMEDA COUNTY
COMM. EXP. JULY 28, 2002

OWNER'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

ON December 18, 2001, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED Linda M. Barton, City Manager 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 ON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND

SIGNATURE: Julie Mitchem
PRINT: Julie Mitchem Deputy City Clerk
MY COMMISSION EXPIRES: NA
PRINCIPAL COUNTY OF BUSINESS: ALAMEDA
COMMISSION # OF NOTARY: NA

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

PARCEL MAP 7841 CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND WAS PROCESSED IN ACCORDANCE WITH THE SUBDIVISION MAP ACT SECTION 66467.

Marc Roberts
MARC ROBERTS
DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF LIVERMORE
ALAMEDA, CALIFORNIA

CITY ENGINEER'S STATEMENT

I, DANIEL B. MCINTYRE, CITY ENGINEER OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 7841, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP (IF ANY) AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, THIS MAP WAS PROCESSED UNDER THE PARCEL MAP WAIVER PROCEDURES.

Daniel B. McIntyre 12/17/01
DANIEL B. MCINTYRE, R.C.E. NO. 50664 DATE
REGISTRATION EXPIRES: 9-30-2005
CITY ENGINEER, CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
DANIEL B. MCINTYRE
C50664
Exp. 9/30/2005
CIVIL
STATE OF CALIFORNIA

I, LAWRENCE K. SAMPSON, A LICENSED LAND SURVEYOR FOR THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 7841, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Lawrence K. Sampson 11-30-01
LAWRENCE K. SAMPSON, L.S. NO. 4238 DATE
REGISTRATION EXPIRES: 6-30-04

LICENSED LAND SURVEYOR
LAWRENCE K. SAMPSON
No. 4238
Exp. 6/30/04
LS
STATE OF CALIFORNIA

ENGINEER'S STATEMENT

I, PIERO P. RUGGERI, CIVIL ENGINEER, HEREBY STATE THAT THIS MAP WAS PREPARED FROM A SURVEY MADE BY ME OR UNDER MY DIRECTION IN JUNE 2001, AND IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I FURTHER STATE THAT "PARCEL MAP 7841, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA" IS A SUBDIVISION INTO PARCELS OF LAND CONTAINING 12.52 ACRES, MORE OR LESS.

Piero P. Ruggeri 11/19/2001
PIERO P. RUGGERI, R.C.E. NO. 25281 DATE
EXPIRATION DATE: DECEMBER 31, 2001

REGISTERED PROFESSIONAL ENGINEER
PIERO P. RUGGERI
No. 25281
Exp. 12-31-01
CIVIL
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

ON THIS 18th DAY OF December 2001, BEFORE ME, ALICE CALVERT, CITY CLERK, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, PERSONALLY APPEARED Marc Roberts PERSONALLY KNOWN TO ME TO BE THE DIRECTOR OF COMMUNITY DEVELOPMENT OF THE CITY OF LIVERMORE, AND IS THE PERSON AUTHORIZED BY THE CITY OF LIVERMORE MUNICIPAL CODE TO APPROVE THIS PARCEL MAP WAIVER.

I FURTHER CERTIFY THAT THE INTEREST IN ALL THOSE PARCELS OF LANDS, EASEMENTS AND OTHER LEGAL INTERESTS IN LAND OFFERED FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER, IS HEREBY ACCEPTED BY THE UNDERSIGNED CITY CLERK ON BEHALF OF THE CITY COUNCIL PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION NO. 1-65 OF THE CITY COUNCIL ADOPTED ON JANUARY 4, 1965.

I FURTHER CERTIFY THAT I ACCEPT THE ABANDONMENT OF THAT PORTION OF THE EASEMENT RECORDED IN REEL 3219, IMAGE 887, OFFICIAL RECORDS, NOT SHOWN ON THIS MAP, PER SUBDIVISION MAP ACT CODE SECTION 66499.20 1/2.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 18th DAY OF December 2001.

Julie Mitchem, Deputy
ALICE CALVERT, CITY CLERK AND CLERK OF THE CITY COUNCIL
CITY OF LIVERMORE,
ALAMEDA COUNTY, CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

I, CRYSTAL K. HISHIDA, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY STATE, AS CHECKED BELOW THAT:

☑ AN APPROVED CASHIERS CHECK HAS BEEN FILED WITH THE SUPERVISORS OF THE SAID COUNTY AND STATE IN THE AMOUNT OF $47,108.50 CONDITIONED FOR THE PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE, AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

☐ ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID, AS CERTIFIED BY THE TREASURER–TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 15th DAY OF May A.D. ~~2001~~ 2002.

CRYSTAL K. HISHIDA
CLERK OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: [illegible]
DEPUTY COUNTY CLERK

COUNTY RECORDER'S STATEMENT

FILED THIS 24 DAY OF May, 2002, AT 8:30 A.M., IN BOOK 266 OF MAPS AT PAGES 23-24 INCLUSIVE, RECORDER'S SERIES NO. 2002-321 AT THE REQUEST OF FIRST AMERICAN TITLE INSURANCE COMPANY.

FEE: $ 19.00 PAID

PATRICK O'CONNELL
COUNTY RECORDER IN AND FOR THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: [illegible]
DEPUTY COUNTY RECORDER

COUNTY RECORDER'S OFFICE
ALAMEDA COUNTY, CALIFORNIA

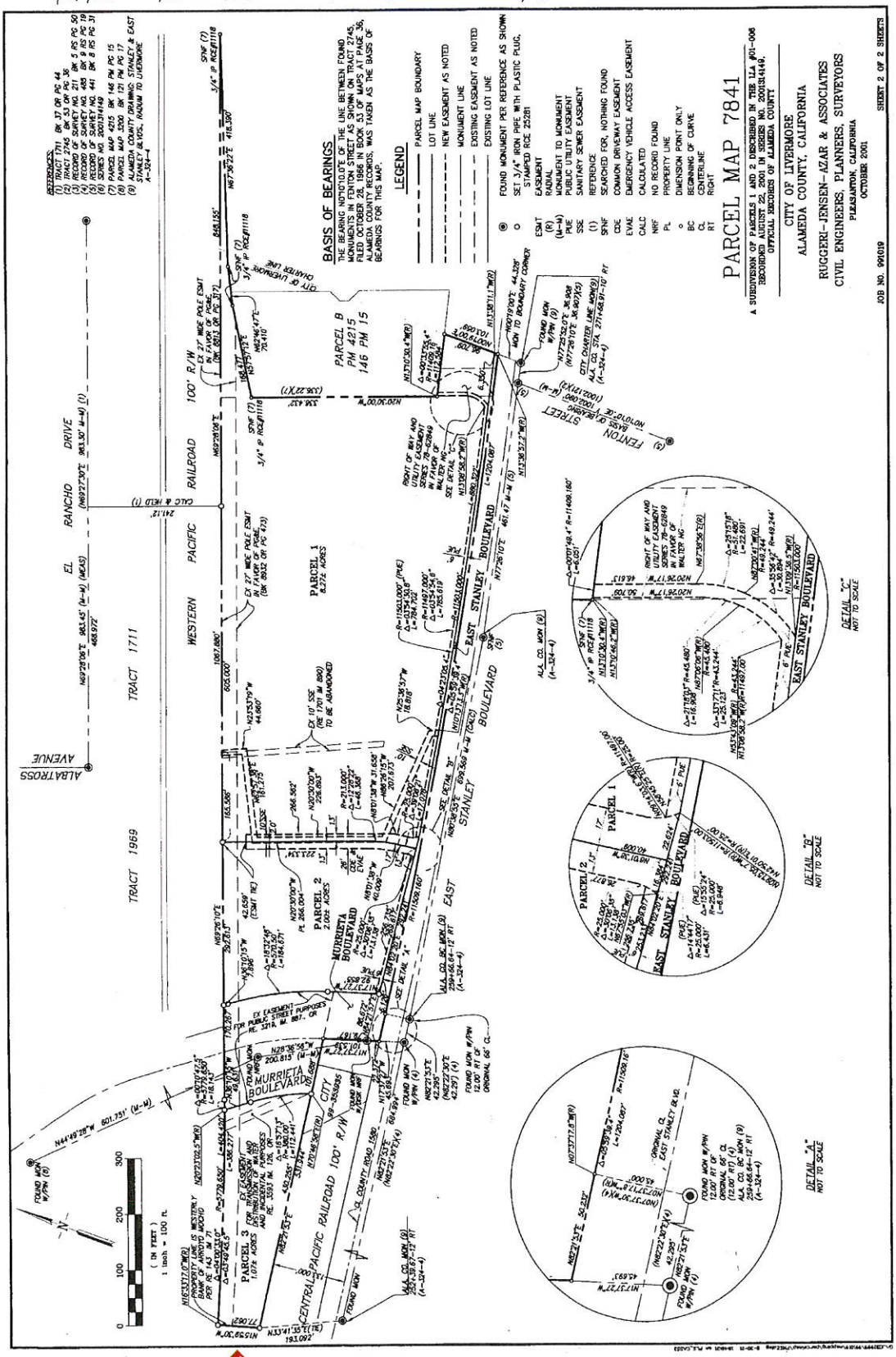
JOB NO. 991019

SHEET 1 OF 2 SHEETS

PARCEL MAP 7841 MAP BK 266 PP 23-24

Parcel Map Filed May 2002
(see arrow below)

PARCEL MAP 7841 MAP BK 266 PG 24



B. Stanley

RECORDING REQUESTED BY
First American Title Guaranty Company
Order No.
Escrow No. 610296
Loan No.
WHEN RECORDED MAIL TO:
Redevelopment Agency of the
City of Livermore
1052 So. Livermore Ave.
Livermore, CA 94550

2001500166 12/24/2001 08:30 AM
OFFICIAL RECORDS OF RECORDING FEE: 0 00
ALAMEDA COUNTY
PATRICK O'CONNELL

4 PGS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

The undersigned grantor(s) declare(s):
CITY TRANSFER TAX $
DOCUMENTARY TRANSFER TAX $ None Due-DH
SURVEY MONUMENT FEE $
Computed on the consideration or value of property conveyed, OR
Computed on the consideration or value less liens or encumbrances remaining at time of sale

01-181

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

City of Livermore, a municipal corporation

hereby GRANT(S) to

Redevelopment Agency of the City of Livermore, a public body corporate and politic

the real property in the City of **Livermore**
County of **Alameda**, State of California, described as

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated December 18, 2001

STATE OF CALIFORNIA)
COUNTY OF) ss.

On
before me, , 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

City of Livermore
a Municipal corporation

By: Marshall H. Kamena
Marshall H. Kamena
Mayor

Approved as to Form:
APPROVED AS TO FORM:
Daniel S. Sodergren
Daniel S. Sodergren
City Attorney

GD DOC (Rev 6/94)

(This area for official notarial seal)

City of Livermore
County of Alameda
APN 99-175-4-4
APN 99-175-4-7(Portion)
APN 99-175-14-3(Portion)
APN 99-175-15-3(Portion)

Exhibit "A"
Legal Description
New City Parcel 2
Lot Line Adjustment #01-006

Real property situate in the City of Livermore, County of Alameda, State of California being portions of the parcels described in the deeds recorded in Series Numbers 78-045864 and 78-080665, Official Records of Alameda County, described as follows:
Commencing at the most southeasterly corner of the parcel described in the deed recorded in Series No. 78-080665, said point being on the northerly line of East Stanley Boulevard, said point also being on a non tangent curve to the right having a radial which bears S.13°15'08.7"E., a radius of 11509.16, a delta of 04°06'49.1"; thence southwesterly along the southerly line of said parcel (78-080665), said northerly line of East Stanley Boulevard and along said curve an arc length of 826.32 feet to the **Point of Beginning**; thence continuing along last said lines on a curve to the right having a radius of 11509.16 feet, a delta of 01°47'12.7"; thence along said curve an arc length of 358.93 feet to centerline of the Murrieta Boulevard 200.00 foot wide right of way described in the deed recorded in Reel 3219 Image 887 Official Records of Alameda County; thence leaving said southerly line and along said centerline, N.17°31'40"W., 50.00 feet to a curve to the left having a radius of 480.00 feet, a delta of 06°15'04"; thence continuing along said center line and along said curve an arc length of 52.37 feet to the northwesterly corner of said parcel (78-045864) and southerly line of said parcel(78-080665); thence along last said southerly line S.82°24'00"W., 522.51 feet to the southeasterly corner of the parcel described in the deed recorded in Reel 143 Image 71 Official Records of Alameda County; thence leaving said southerly line and along the easterly line of last said parcel, N.15°58'00"W., 78.22 feet to the northeasterly corner of last said parcel, said point also being on the northwesterly line of said parcel (78-080665) and a non tangent curve to the left having a radial which bears S.16°29'37"E., a radius of 5779.65 feet, a delta of 04°00'23"; thence northeasterly along said northwesterly line, along said curve an arc length of 404.14 feet; thence N.69°30'00"E., 462.88 feet; thence leaving said northwesterly line, S.20°30'00"E., 266.64 feet to a curve to the right having a radius of 213.00 feet, a delta of 12°28'22"; thence along said curve an arc length of 46.37 feet; thence S.08°01'38"E., 47.43 feet to the **Point of Beginning**.
Containing: 4.158 acres +/-

Charles F. Sellman L.S. 5186
11/08/2001
Date

LICENSED LAND SURVEYOR
CHARLES SELLMAN
No. 5186
EXPIRES 6-30-03
STATE OF CALIFORNIA

G:\Admin\Jobs-99\991019\SURVEY\new city parcel 2a des

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.

On December 18, 2001 before me, ALICE CALVERT, CITY CLERK

personally appeared Marshall H. Kamena, Mayor
CITY OF LIVERMORE, 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 Alice Calvert

(This area for official City seal)

ASSESSOR'S MAP 99

Code Area Nos.
16-071 16-022

175

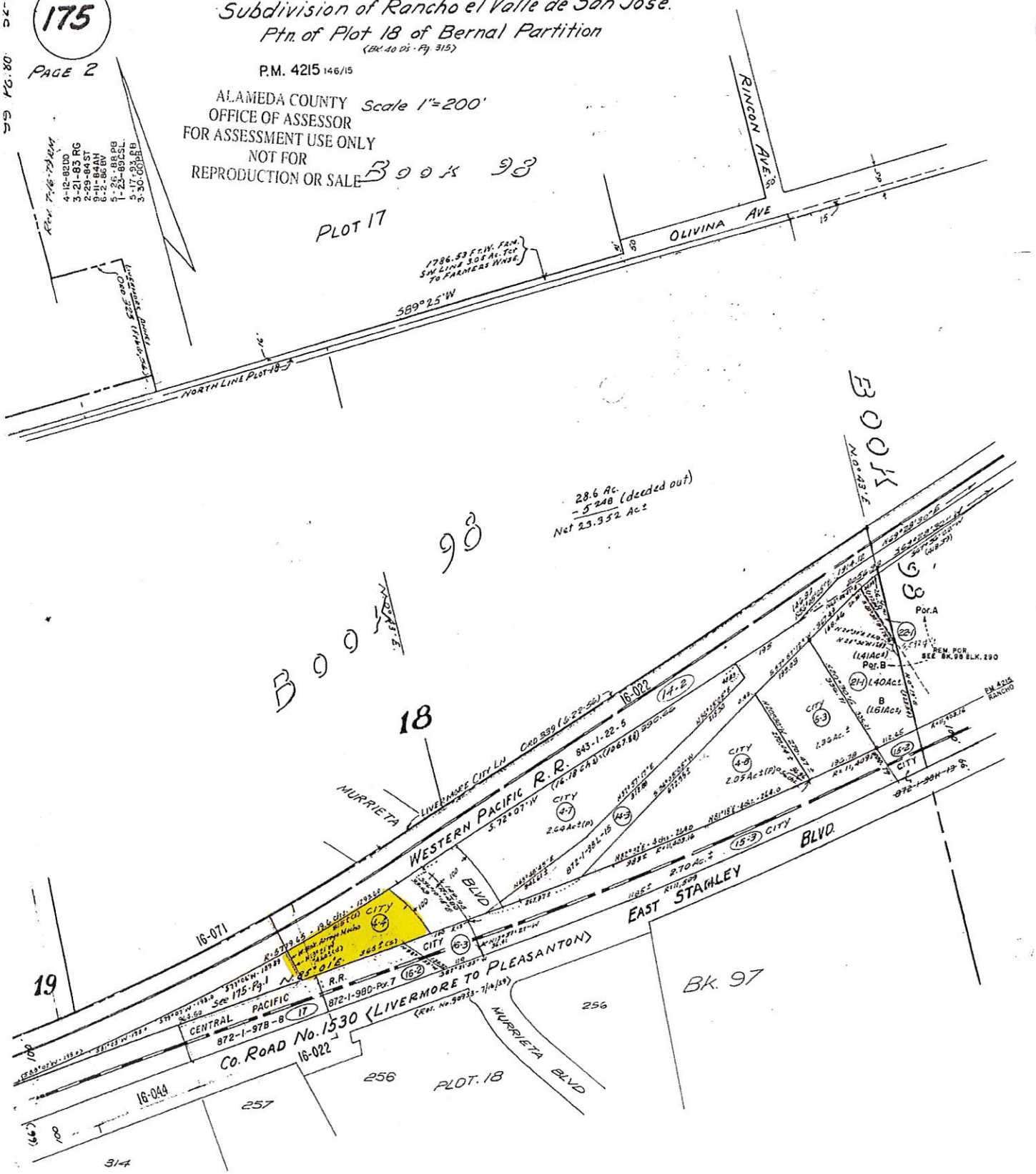
PAGE 2

Subdivision of Rancho el Valle de San Jose.
Ptn. of Plot 18 of Bernal Partition
(BK. 40 D's - Pg. 315)

P.M. 4215 146/15

ALAMEDA COUNTY
OFFICE OF ASSESSOR
FOR ASSESSMENT USE ONLY
NOT FOR
REPRODUCTION OR SALE

Scale 1"=200'



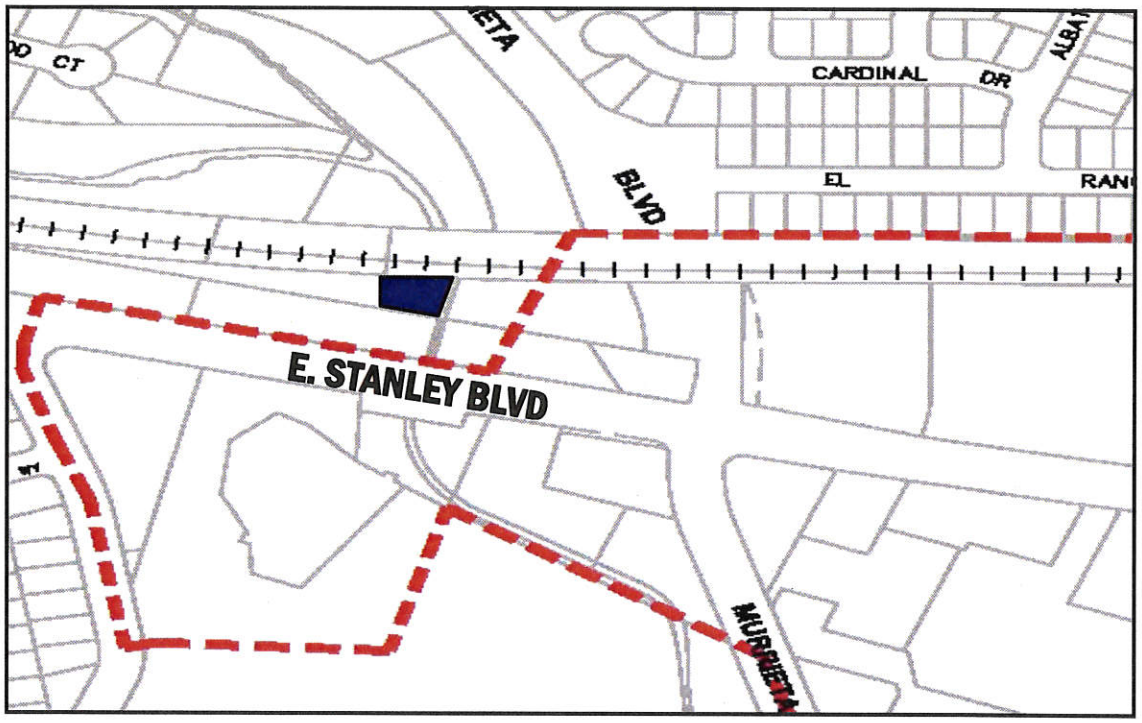
Note: Parcels thru No. 12 have been used. See old Book.

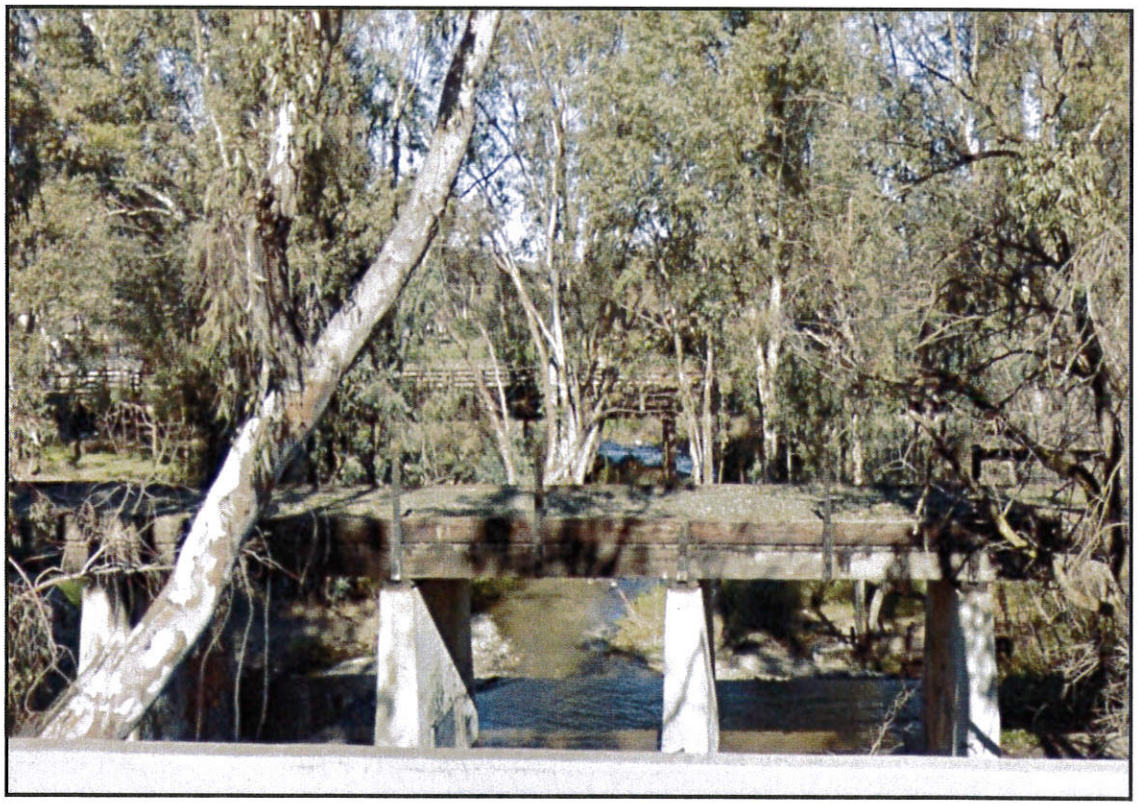
ACM 49

Ref.: PM 401 (Bk. 58 Pg. 77), R.S. (R.S. Bk. 1 Pg. 46), P.M. 3884 (BK. 138 Pg. 42)

HPN

EXHIBIT B.11

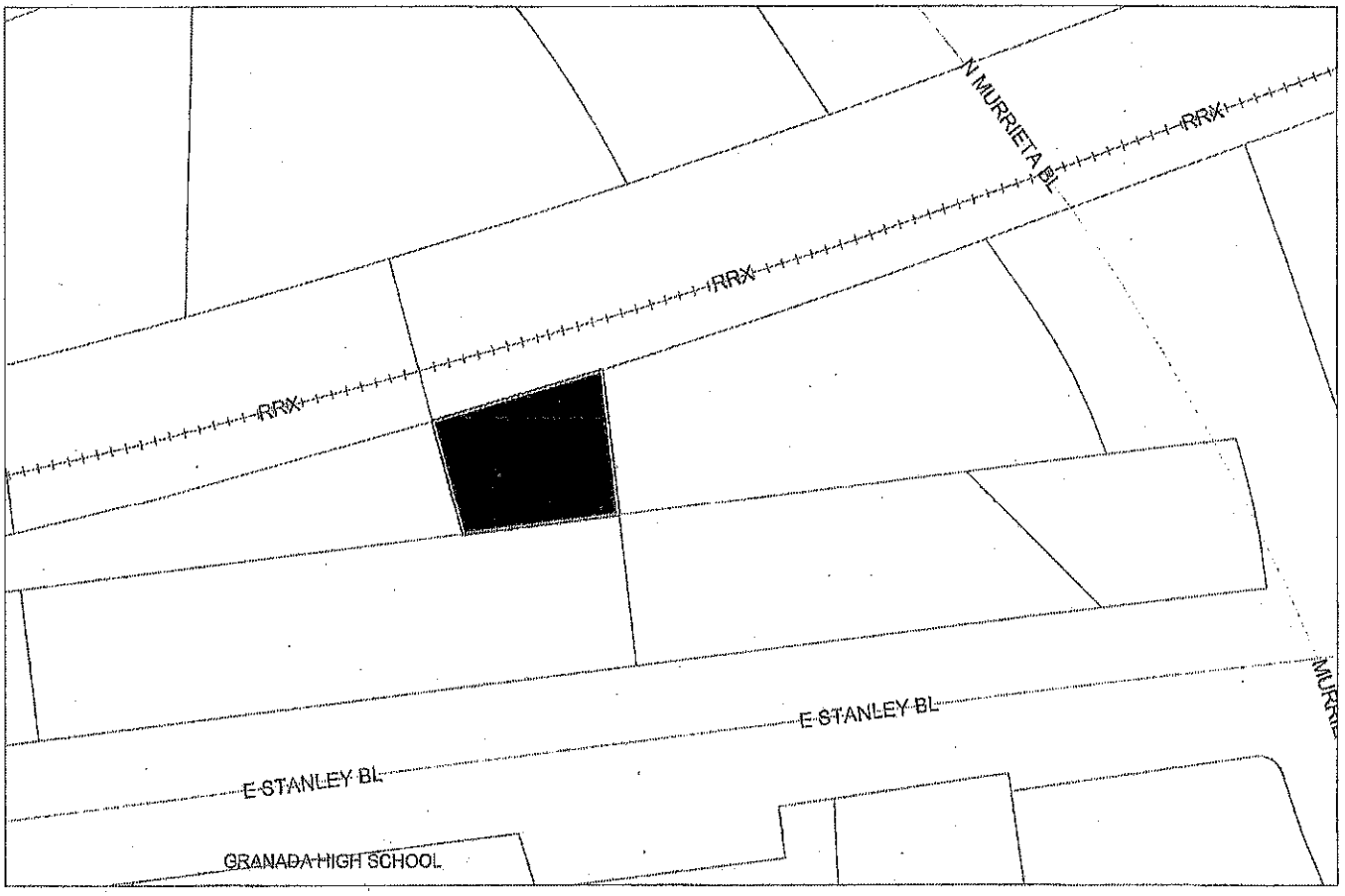




Arroyo Mocho (vacant lot)
APN: 099-0175-026

City of Livermore, CA APN: 099-0175-026-00 ADDRESS: E Stanley Blvd

(Property was APN: 099-0175-004-04 at time acquired)



SCALE 1 : 1,300

100 0 100 200 300

FEET

N

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089527 03/23/2011 04:17 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

7 PGS

cc: HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 099-0175-025-00 & 099-0175-026-00

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Redevelopment Agency of the City of Livermore, a public body, corporate and politic

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERE OF, SUBJECT TO THE COVENANTS AND RESTRICTIONS IN EXHIBIT "B" ATTACHED HERETO.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared
_____

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

_____

City Clerk's Office

APR 12 2011

City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

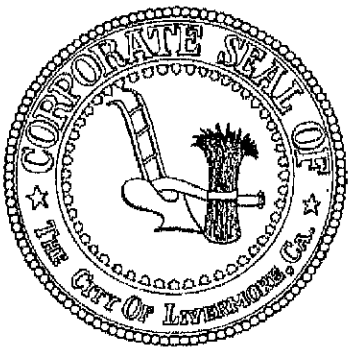
STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

EXHIBIT "A"

Real property situate in the City of Livermore, County of Alameda, State of California being portions of the parcels described in the deeds recorded in Series Numbers 78-045864 and 78-080665, Official Records of Alameda County, described as follows:

Commencing at the most southeasterly corner of the parcel described in the deed recorded in Series No. 78-080665, said point being on the northerly line of East Stanley Boulevard, said point also being on a non tangent curve to the right having a radial which bears S.13°15'08.7"E.., a radius of 11509.16, a delta of 04°06'49.1"; thence southwesterly along the southerly line of said parcel (78-080665), said northerly line of East Stanley Boulevard and along said curve an arc length of 826.32 feet to the **Point of Beginning**; thence continuing along last said lines on a curve to the right having a radius of 11509.16 feet, a delta of 01°47'12.7"; thence along said curve an arc length of 358.93 feet to centerline of the Murrieta Boulevard 200.00 foot wide right of way described in the deed recorded in Reel 3219 Image 887 Official Records of Alameda County; thence leaving said southerly line and along said centerline, N.17°31'40"W., 50.00 feet to a curve to the left having a radius of 480.00 feet, a delta of 06°15'04"; thence continuing along said center line and along said curve an arc length of 52.37 feet to the northwesterly corner of said parcel (78-045864) and southerly line of said parcel(78-080665); thence along last said southerly line S.82°24'00"W., 522.51 feet to the southeasterly corner of the parcel described in the deed recorded in Reel 143 Image 71 Official Records of Alameda County; thence leaving said southerly line and along the easterly line of last said parcel, N.15°58'00"W., 78.22 feet to the northeasterly corner of last said parcel, said point also being on the northwesterly line of said parcel (78-080665) and a non tangent curve to the left having a radial which bears S.16°29'37"E.. a radius of 5779.65 feet, a delta of 04°00'23"; thence northeasterly along said northwesterly line. along said curve an arc length of 404.14 feet; thence N.69°30'00"E., 462.88 feet; thence leaving said northwesterly line, S.20°30'00"E., 266.64 feet to a curve to the right having a radius of 213.00 feet, a delta of 12°28'22"; thence along said curve an arc length of 46.37 feet; thence S.08°01'38"E., 47.43 feet to the **Point of Beginning**.

Assessor's Parcel No. 099-0175-025-00 & 099-0175-026-00

EXHIBIT "B"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 099-0175-025-00 & 099-0175-026-00) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

ASSESSOR'S MAP 99

Code Area Nos.
16-071 16-022

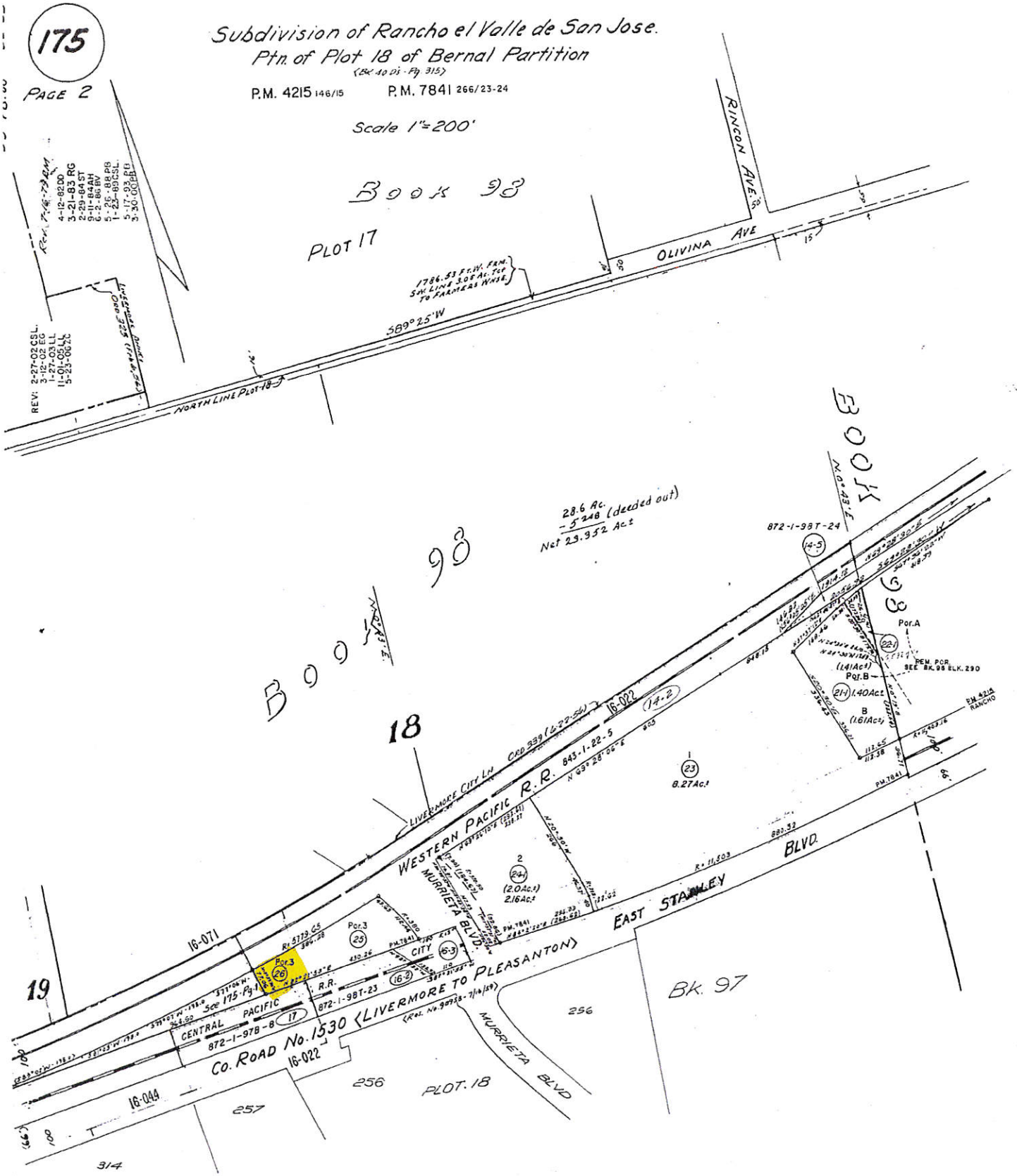
175

PAGE 2

Subdivision of Rancho el Valle de San Jose.
Ptn. of Plot 18 of Bernal Partition
(Bk. 40 Di - Pg. 315)

P.M. 4215 146/15 P.M. 7841 266/23-24

Scale 1" = 200'



Note: Parcels thru No. 12 have been used. See old Book.

ACM 49

Ref.: PM 401 (Bk. 58 Pg. 77), R.S. (R.S. Bk. I Pg. 46), P.M. 3884 (Bk. 138 Pg. 42)

HPN - 2-1
Ind. 6

PARCEL MAP 7841

A SUBDIVISION OF PARCELS 1 AND 2 DESCRIBED IN LLA #01-008
RECORDED AUGUST 22, 2001 IN SERIES NO. 2001214149
OFFICIAL RECORDS OF ALAMEDA COUNTY

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR & ASSOCIATES
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
OCTOBER 2001

OWNER'S STATEMENT

THE UNDERSIGNED, HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED, "PARCEL MAP 7841, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF TWO (2) SHEETS. THIS STATEMENT BEING ON SHEET ONE (1) THEREOF. THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DO CONSENT TO THE MAKING AND RECORDATION OF SAID MAP. THAT SAID MAP DOES PARTICULARLY SET FORTH AND DESCRIBE ALL PARCELS OF LAND RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARY COURSES AND EXTENT.

AND THE UNDERSIGNED HEREBY DEDICATE TO PUBLIC USE THAT PARCEL OF LAND LYING WITHIN THE BOUNDARIES OF MURRIETA BOULEVARD AND EAST STANLEY BOULEVARD AS SHOWN AND EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP FOR THE USES AND PURPOSES OF PUBLIC ROADWAYS.

AND THE UNDERSIGNED HEREBY DEDICATE TO THE PUBLIC FOREVER THE RIGHT TO CONSTRUCT AND MAINTAIN PUBLIC SIDEWALKS AND APPURTENANCES THERETO UNDER, ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN UPON SAID MAP AS "PUE" (PUBLIC UTILITY EASEMENT), TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OF THE PUBLIC FOR PEDESTRIAN USE OVER AND ALONG THE PUBLIC SIDEWALKS, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP, AND THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID PUBLIC SIDEWALKS AND APPURTENANCES THERETO.

AND THE UNDERSIGNED HEREBY DEDICATE TO THE PUBLIC FOREVER THE RIGHT TO ENTER AND CONSTRUCT, RECONSTRUCT, MAINTAIN, AND REPAIR SANITARY SEWERS AND APPURTENANCES THERETO, IN, ON, OVER AND UNDER THOSE STRIPS OF LAND SHOWN UPON SAID MAP AND DESIGNATED "SSE" (SANITARY SEWER EASEMENT), AS EMBRACED WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

AND THE UNDERSIGNED HEREBY DEDICATE TO THE PUBLIC FOREVER, AN EMERGENCY VEHICLE ACCESS EASEMENT "EVAE" ON, OVER, AND ACROSS THAT PORTION OF LAND DESIGNATED AND EMBRACED WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP, FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES.

AND THE UNDERSIGNED HEREBY DECLARE THE AREA DESIGNATED AS "CDE" COMMON DRIVEWAY EASEMENT AS SHOWN AND EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP ARE FOR THE PURPOSES OF INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1 & 2.

THIS MAP SHOWS OR NOTES ALL EASEMENTS, EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 23RD DAY OF Nov., 2001.

OWNER: REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, A PUBLIC BODY, CORPORATE AND POLITIC

BY: Linda M. Barton TITLE: Executive Director
LINDA M. BARTON

OWNER: VALLEY CARE SENIOR HOUSING, INC, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

BY: Marcelina Feit TITLE: President
MARCELINA FEIT

BY: Vern Brown TITLE: Secretary
VERN BROWN

OWNER'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Alameda) S.S.

ON November 23, 2001, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED Marcelina Feit & Vern Brown 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 ON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND

SIGNATURE: Barbara J. Wubser
PRINT: Barbara J. Wubser
MY COMMISSION EXPIRES: 7-28-02
PRINCIPAL COUNTY OF BUSINESS: Alameda
COMMISSION # OF NOTARY: 1288667

BARBARA J. WUBSER
COMM. # 1288667
NOTARY PUBLIC-CALIFORNIA
ALAMEDA COUNTY
COMM. EXP. JULY 28, 2002

OWNER'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Alameda) S.S.

ON December 18, 2001, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED Linda M. Barton, City Manager 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 ON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND

SIGNATURE: Julie Mitchem
PRINT: Julie Mitchem Deputy City Clerk
MY COMMISSION EXPIRES: NA
PRINCIPAL COUNTY OF BUSINESS: ALAMEDA
COMMISSION # OF NOTARY: NA

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

PARCEL MAP 7841 CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND WAS PROCESSED IN ACCORDANCE WITH THE SUBDIVISION MAP ACT SECTION 66467.

Marc Roberts
MARC ROBERTS
DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF LIVERMORE
ALAMEDA, CALIFORNIA

CITY ENGINEER'S STATEMENT

I, DANIEL B. MCINTYRE, CITY ENGINEER OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 7841, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP (IF ANY) AND ANY APPROVED ALTERATIONS THEREOF. THAT ALL THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. THIS MAP WAS PROCESSED UNDER THE PARCEL MAP WAIVER PROCEDURES.

12/17/01
DANIEL B. MCINTYRE, R.C.E. NO. 50664 DATE
REGISTRATION EXPIRES: 9-30-2005
CITY ENGINEER, CITY OF LIVERMORE,
ALAMEDA COUNTY, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
DANIEL B. MCINTYRE
C50664
Exp. 9/30/2005
CIVIL
STATE OF CALIFORNIA

I, LAWRENCE K. SAMPSON, A LICENSED LAND SURVEYOR FOR THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 7841, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

11-30-01
LAWRENCE K. SAMPSON, L.S. NO. 4238 DATE
REGISTRATION EXPIRES: 6-30-04

LICENSED LAND SURVEYOR
LAWRENCE K. SAMPSON
Exp. 6/30/04
4238
STATE OF CALIFORNIA

ENGINEER'S STATEMENT

I, PIERO P. RUGGERI, CIVIL ENGINEER, HEREBY STATE THAT THIS MAP WAS PREPARED FROM A SURVEY MADE BY ME OR UNDER MY DIRECTION IN JUNE 2001, AND IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I FURTHER STATE THAT "PARCEL MAP 7841, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA" IS A SUBDIVISION INTO PARCELS OF LAND CONTAINING 12.52 ACRES, MORE OR LESS.

Piero P. Ruggeri 11/19/2001
PIERO P. RUGGERI, R.C.E. NO. 25281 DATE
EXPIRATION DATE: DECEMBER 31, 2001

MICHELSON PROFESSIONAL ENGINEER
PIERO P. RUGGERI
No. 25281
Exp. 12-31-01
CIVIL
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

ON THIS 18th DAY OF December 2001, BEFORE ME, ALICE CALVERT, CITY CLERK, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, PERSONALLY APPEARED Marc Roberts PERSONALLY KNOWN TO ME TO BE THE DIRECTOR OF COMMUNITY DEVELOPMENT OF THE CITY OF LIVERMORE, AND IS THE PERSON AUTHORIZED BY THE CITY OF LIVERMORE MUNICIPAL CODE TO APPROVE THIS PARCEL MAP WAIVER.

I FURTHER CERTIFY THAT THE INTEREST IN ALL THOSE PARCELS OF LANDS, EASEMENTS AND OTHER LEGAL INTERESTS IN LAND OFFERED FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER, IS HEREBY ACCEPTED BY THE UNDERSIGNED CITY CLERK ON BEHALF OF THE CITY COUNCIL PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION NO. 1-65 OF THE CITY COUNCIL ADOPTED ON JANUARY 4, 1965.

I FURTHER CERTIFY THAT I ACCEPT THE ABANDONMENT OF THAT PORTION OF THE EASEMENT RECORDED IN REEL 3219, IMAGE 887, OFFICIAL RECORDS, NOT SHOWN ON THIS MAP, PER SUBDIVISION MAP ACT CODE SECTION 66499.20 1/2.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 18th DAY OF December 2001.

Julie Mitchem, Deputy
FOR ALICE CALVERT, CITY CLERK AND CLERK OF THE CITY COUNCIL
CITY OF LIVERMORE,
ALAMEDA COUNTY, CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

I, CRYSTAL K. HISHIDA, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY STATE, AS CHECKED BELOW THAT:

☑ AN APPROVED CASHIERS CHECK HAS BEEN FILED WITH THE SUPERVISORS OF THE SAID COUNTY AND STATE IN THE AMOUNT OF $47,109.60 CONDITIONED FOR THE PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE, AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

☐ ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID, AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 15th DAY OF May A.D., 2002.

CRYSTAL K. HISHIDA
CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY CLERK

COUNTY RECORDER'S STATEMENT

FILED THIS 24 DAY OF MAY, 2002, AT 5:30 P.M., IN BOOK 266 OF MAPS AT PAGES 23-24 INCLUSIVE, RECORDER'S SERIES NO. 2002-261 AT THE REQUEST OF FIRST AMERICAN TITLE INSURANCE COMPANY.

FEE: $ 10.00 PAID

PATRICK O'CONNELL
COUNTY RECORDER IN AND FOR THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

COUNTY RECORDER
ALAMEDA COUNTY, CAL.

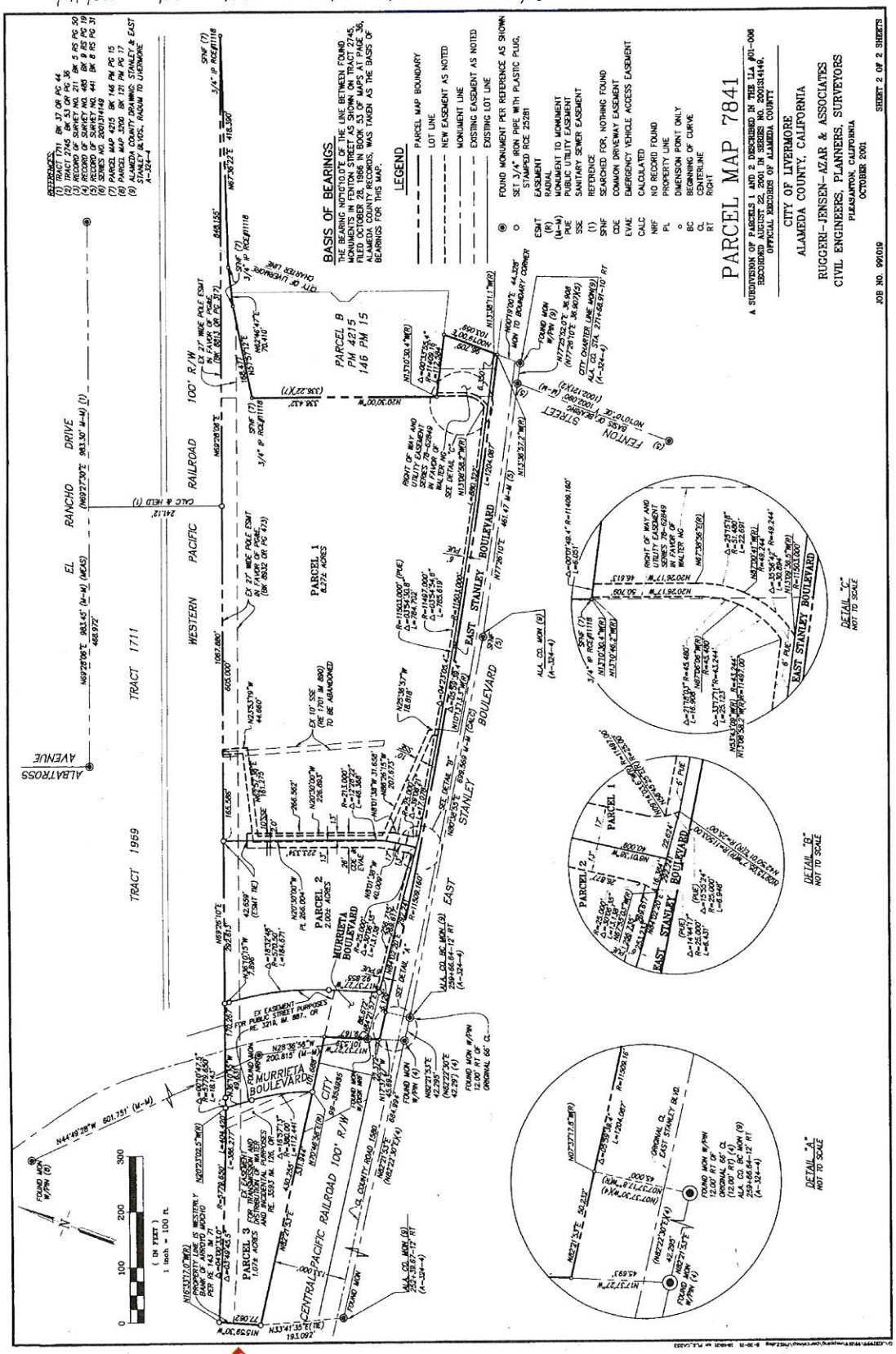
JOB NO. 99019

SHEET 1 OF 2 SHEETS

PARCEL MAP 7841 MAP BK 266 PG 23-24

Parcel Map Filed May 2002
(see arrow below)

PARCEL MAP 7841 MAP BK 266 PG 24



9

B. Stanley

RECORDING REQUESTED BY
First American Title Guaranty Company
Order No.
Escrow No. 610296
Loan No.
WHEN RECORDED MAIL TO:
Redevelopment Agency of the
City of Livermore
1052 So. Livermore Ave.
Livermore, CA 94550

2001500166 12/24/2001 08:30 AM
OFFICIAL RECORDS OF RECORDING FEE: 0 00
ALAMEDA COUNTY
PATRICK O'CONNELL

4 PGS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

The undersigned grantor(s) declare(s):
CITY TRANSFER TAX $
DOCUMENTARY TRANSFER TAX $ None Due-DH
SURVEY MONUMENT FEE $
Computed on the consideration or value of property conveyed, OR
Computed on the consideration or value less liens or encumbrances remaining at time of sale

01-181

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

City of Livermore, a municipal corporation

hereby GRANT(S) to

Redevelopment Agency of the City of Livermore, a public body corporate and politic

the real property in the City of **Livermore**
County of **Alameda**, State of California, described as

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated December 18, 2001

STATE OF CALIFORNIA }
COUNTY OF } ss.

On
before me, , 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

City of Livermore
a Municipal corporation

By: Marshall A. Kamena
Marshall A. Kamena
Mayor

APPROVED AS TO FORM:

Daniel S. Sodergren
City Attorney

GD DOC (Rev 6/94)

(This area for official notarial seal)

City of Livermore
County of Alameda
APN 99-175-4-4
APN 99-175-4-7(Portion)
APN 99-175-14-3(Portion)
APN 99-175-15-3(Portion)

Exhibit "A"
Legal Description
New City Parcel 2
Lot Line Adjustment #01-006

Real property situate in the City of Livermore, County of Alameda, State of California being portions of the parcels described in the deeds recorded in Series Numbers 78-045864 and 78-080665, Official Records of Alameda County, described as follows:
Commencing at the most southeasterly corner of the parcel described in the deed recorded in Series No. 78-080665, said point being on the northerly line of East Stanley Boulevard, said point also being on a non tangent curve to the right having a radial which bears S.13°15'08.7"E., a radius of 11509.16, a delta of 04°06'49.1"; thence southwesterly along the southerly line of said parcel (78-080665), said northerly line of East Stanley Boulevard and along said curve an arc length of 826.32 feet to the **Point of Beginning**; thence continuing along last said lines on a curve to the right having a radius of 11509.16 feet, a delta of 01°47'12.7"; thence along said curve an arc length of 358.93 feet to centerline of the Murrieta Boulevard 200.00 foot wide right of way described in the deed recorded in Reel 3219 Image 887 Official Records of Alameda County; thence leaving said southerly line and along said centerline, N.17°31'40"W., 50.00 feet to a curve to the left having a radius of 480.00 feet, a delta of 06°15'04"; thence continuing along said center line and along said curve an arc length of 52.37 feet to the northwesterly corner of said parcel (78-045864) and southerly line of said parcel(78-080665); thence along last said southerly line S.82°24'00"W., 522.51 feet to the southeasterly corner of the parcel described in the deed recorded in Reel 143 Image 71 Official Records of Alameda County; thence leaving said southerly line and along the easterly line of last said parcel, N.15°58'00"W., 78.22 feet to the northeasterly corner of last said parcel, said point also being on the northwesterly line of said parcel (78-080665) and a non tangent curve to the left having a radial which bears S.16°29'37"E., a radius of 5779.65 feet, a delta of 04°00'23"; thence northeasterly along said northwesterly line, along said curve an arc length of 404.14 feet; thence N.69°30'00"E., 462.88 feet; thence leaving said northwesterly line, S.20°30'00"E., 266.64 feet to a curve to the right having a radius of 213.00 feet, a delta of 12°28'22"; thence along said curve an arc length of 46.37 feet; thence S.08°01'38"E., 47.43 feet to the **Point of Beginning**.
Containing: 4.158 acres +/-

Charles F. Sellman L.S. 5186
11/08/2001
Date

LICENSED LAND SURVEYOR
CHARLES SELLMAN
No. 5186
EXPIRES 6-30-03
STATE OF CALIFORNIA

G:\Admin\Jobs-99\991019\SURVEY\new city parcel 2a des

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.

On December 18, 2001 before me, ALICE CALVERT, CITY CLERK

personally appeared Marshall H. Kamena, Mayor
CITY OF LIVERMORE, 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 Alice Calvert

(This area for official City seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated December 18, 2001, from the City of Livermore (APN 99-175-4-4, 99-175-4-7 (Portion), 99-175-14-3 (Portion) and 99-175-15-3 (Portion)), to the Redevelopment Agency of the City of Livermore, is hereby accepted by the undersigned Secretary on behalf of the Livermore Redevelopment Agency pursuant to authority conferred by Resolution No. RA-3-89 of the Redevelopment Agency adopted on January 23, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: December 18, 2001

Alice Calvert

Alice Calvert, Secretary
Livermore Redevelopment Agency
1052 South Livermore Avenue
Livermore, CA 94550

ASSESSOR'S MAP 99

Code Area Nos.
16-071 16-022

175

PAGE 2

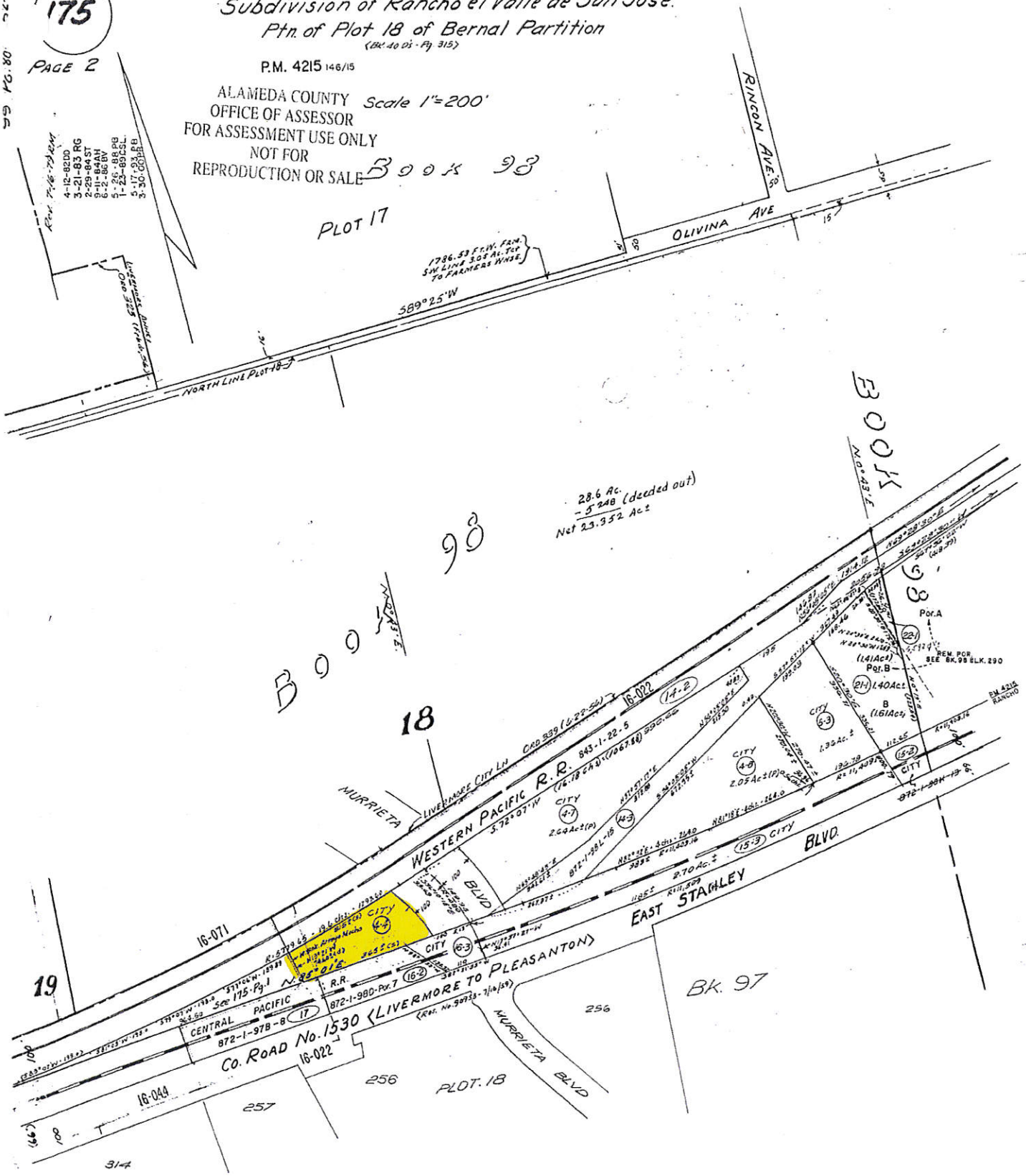
Subdivision of Rancho el Valle de San Jose.
Ptn. of Plot 18 of Bernal Partition
(Bk. 40 D's - Pg 315)

P.M. 4215 146/15

ALAMEDA COUNTY
OFFICE OF ASSESSOR
FOR ASSESSMENT USE ONLY
NOT FOR
REPRODUCTION OR SALE

Scale 1"=200'

Book 98



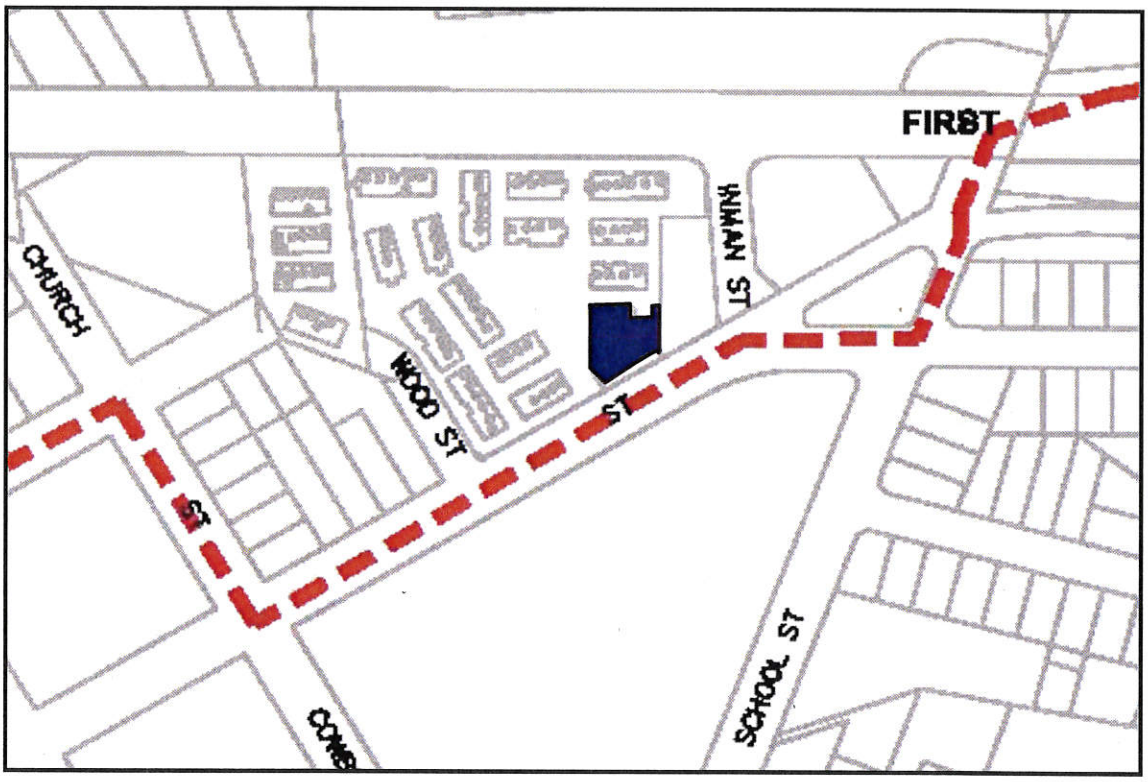
Note: Parcels thru No. 12 have been used. See old Book.

ACM 49

Ref.: PM 401 (Bk. 58 Pg. 77), R.S. (R.S. Bk. I Pg. 46), P.M. 3884 (BK. 138 Pg. 42)

HPN

EXHIBIT B.12



2890 Fourth Street
(future Palasage Childcare site)
APN: 097-0152-003-00

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

2011089514 03/23/2011 04:14 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

6 PGS

cc: HHS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 097-0152-003-00

GRANT DEED

No Recording Fee - Gov. Code 27283
The undersigned grantor(s) declare(s)
Documentary transfer tax is **EXEMPT Government Code R&T 11922** - Gov'tal agency acquiring title
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

The Redevelopment Agency of the City of Livermore, a Public Body Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of Alameda, State of California:

Parcel A, Tract 7379, filed November 13, 2003, in Book 273, of Maps, at pages 39 through 42, inclusive, Alameda County Records,

subject to the covenants and restrictions in Exhibit "A" attached hereto.

DATED: March 23, 2011

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ personally appeared

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the with in instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of the person 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: _____

By: Linda Barton
Linda Barton, Executive Director of the Redevelopment Agency of the City of Livermore

City Clerk's Office
APR 12 2011
City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On March 23, 2011, before me, SUSAN NEER, CITY CLERK,

personally appeared Linda Barton, Executive Director, Redevelopment Agency of the City of Livermore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person 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 Susan Neer

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA

EXHIBIT "A"

COVENANTS AND RESTRICTIONS

1. In accordance with the terms of the Conveyance Agreement between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Grantor") and Grantee dated as of March 22, 2011 (the "Agreement"), the City of Livermore, a municipal corporation (the "Grantee") hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

2. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (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 or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (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 property nor shall the transferee or any person claiming under or through the transferee 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 land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

3. The covenants contained in herein regarding non-discrimination shall remain in effect in perpetuity.

4. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

5. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (APN 097-0152-003-00) conveyed by the Grant Deed, dated March 23, 2011, from Redevelopment Agency of the City of Livermore, a Public Body, Corporate and Politic, with an address of 1052 S. Livermore Avenue, Livermore, California 94550 to City of Livermore, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: March 23, 2011

Susan Neer

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

RECORDING REQUESTED BY:

When Recorded Mail Document and Tax Statement To:

City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

No Fee for recording pursuant to Government Code Section 27383

A03
H
C

2007093892 03/05/2007 11:15 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

4 PGS

APN: 097-0152-003

SPACE ABOVE THIS LINE FOR RECORDER'S USE 07-066

GRANT DEED

#11922 Governmental Agency acquiring title

The undersigned grantor(s) declare(s)
Documentary transfer tax is $None

[x] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area X City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

City of Livermore, a municipal corporation

hereby GRANTS (S) to

Redevelopment Agency of the City of Livermore, a Public Body Corporate and Politic with an address of 1052 S. Livermore Avenue, Livermore, CA 94550

The following described real property in the City of **Livermore**, County of **Alameda**, State of California:

Parcel A, Tract 7379, filed November 13, 2003, in book 273 of maps, at pages 39 through 42, inclusive, Alameda County records.

DATED: February 26, 2007

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON _____ before me,
_____ 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 with in 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 the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature: _____

By: Marshall Kamena
Marshall Kamena, Mayor
City of Livermore

MAIL TAX STATEMENTS AS DIRECTED ABOVE

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.

On February 26, 2007 before me, ALICE CALVERT, CITY CLERK

personally appeared Marshall Kamena, Mayor,
CITY OF LIVERMORE, 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 Alice Calvert

(This area for official City seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated February 26, 2007, from the City of Livermore, a municipal corporation, (APN 097-0152-003) to the Redevelopment Agency of the City of Livermore, a Public body Corporate and Politic with an address of 1052 S. Livermore Avenue, Livermore, CA 94550, is hereby accepted by the undersigned Assistant Secretary on behalf of the Redevelopment Agency of the City of Livermore pursuant to authority conferred by Resolution No. RA-3-89 of the Redevelopment Agency of the City of Livermore adopted on January 23, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: February 27, 2007

Susan Gibbs, Assistant Secretary
Redevelopment Agency of
the City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

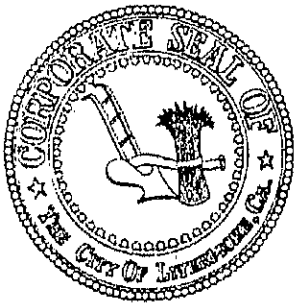
STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.

On February 27, 2007 before me, ALICE CALVERT, CITY CLERK

personally appeared Susan Gibbs, Assistant Secretary of the Redevelopment Agency of the CITY OF LIVERMORE, 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 Alice Calvert



(This area for official City seal)

PLEASE PLACE RECORDER LABEL BELOW THIS LINE

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY CLERK, CITY OF LIVERMORE
1052 S. LIVERMORE AVENUE
LIVERMORE, CA 94550-4899

No Fee for recording pursuant to Government Code Section 27383

2007053041 02/05/2007 10:29 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

4 PGS

THIS SPACE FOR RECORDER'S USE ONLY

LOG # 07-0035

Re-record to include Certificate of Acceptance and
Signature Acknowledgment

Previously recorded December 29, 2006 Series# 2006474762

TITLE OF DOCUMENT

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code 27361.6)
(Additional recording fee applies)

15

RECORDING REQUESTED BY:

When Recorded Mail Document and Tax Statement To:

City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

RECORDING REQUESTED BY FIRST AMERICAN TITLE

2006474762 12/29/2006 02:36 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

[redacted] 1 PG

APN: 097-0152-003

SPACE ABOVE THIS LINE FOR RECORDER'S USE

07-0035

GRANT DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax is $ GIFT

no fee for recording pursuant to Government Code Section 27383

[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area X City of Livermore

FOR VALUABLE CONSDERATION, receipt of which is hereby acknowledged,

Richard K. Corbett and Pamela K. Corbett, as Trustees of the 2000 Corbett Family Trust U/D/T dated May 31, 2000

hereby GRANTS (S) to **City of Livermore, a municipal corporation**

The following described real property in the City of **Livermore**, County of **Alameda,** State of California:

Parcel A, Tract 7379, filed November 13, 2003, in book 273 of maps, at pages 39 through 42, inclusive, Alameda County records.

The 2000 Corbett Family Trust

DATED:

By [signature] - Trustee
Richard K. Corbett

[signature] Co-Trustee
Pamela K. Corbett

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON 12-28-06 before me,
M Sullivan personally appeared
Richard K Corbett and
Pamela K Corbett

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 with in 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 the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature: [signature]

M. SULLIVAN
COMM #1553673
Notary Public-California
ALAMEDA COUNTY
My Comm. Exp. March 16, 2009

MAIL TAX STATEMENTS AS DIRECTED ABOVE

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, APN 097-0152-003 dated December 29, 2006 from Richard K. Corbett and Pamela K. Corbett, as trustees of the 2000 Corbett Family Trust U/D/T, to the City of Livermore, a body corporate and politic, is hereby accepted by the undersigned City Clerk on behalf of the City of Livermore pursuant to authority conferred by Resolution No. 1-65 of the City Council adopted on January 4, 1965, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: January 31, 2007

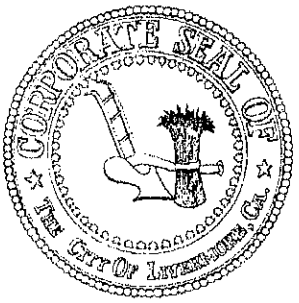
Alice Calvert, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
}

On January 31, 2007 before me, SUSAN GIBBS, ASSISTANT CITY CLERK

personally appeared Alice Calvert, City Clerk,
CITY OF LIVERMORE, 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 Susan Gibbs

(This area for official City seal)

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION ACCEPTING CONVEYANCE OF A .22 ACRE PARCEL (THE PALASAGE CHILD CARE SITE)

In 2002, the City Council approved Housing Implementation Program allocations to Bancorp for the development of 68 condominium units on a 3-acre site between First and Fourth Streets, west of Inman Street ("Palasage"). As a condition of approval, a .22± acre-parcel was designated as a site for a childcare facility.

To date, the property owner has been unsuccessful in locating a childcare provider to develop the childcare site and now wishes to donate the .22-acre site to the City.

The City has extensive experience in working with nonprofit agencies to develop these types of projects and acceptance of this parcel will ensure that a childcare facility will be constructed on the site.

NOW, THEREFORE, the Redevelopment Agency of the City of Livermore finds and resolves that:

1. The proposed conveyance of the .22-acre± site adjacent to the Palasage project (generally as depicted on the attached Exhibit "A") is consistent with the General Plan and Downtown Specific Plan.

2. The City is considered a tax exempt organization for purposes of the federal Internal Revenue Code and the California Revenue and Taxation Code.

3. The property is being donated in an "as is" condition and the donor has knowingly waived any compensation for the property.

4. Escrow will be handled by First American Title Company, in Pleasanton, Escrow Number 2621847.

This resolution shall take effect immediately upon its adoption.

On the motion of Agencymember Dietrich, seconded by Vice Chair Leider, the foregoing Resolution was passed and adopted this 11th day of December, 2006, by the following vote:

AYES: Agencymembers Dietrich, Marchand, Reitter, Vice Chair Leider and Chairperson Kamena
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

SECRETARY

APPROVED AS TO FORM:

GENERAL COUNSEL

RESOLUTION NO. RA-2006-16

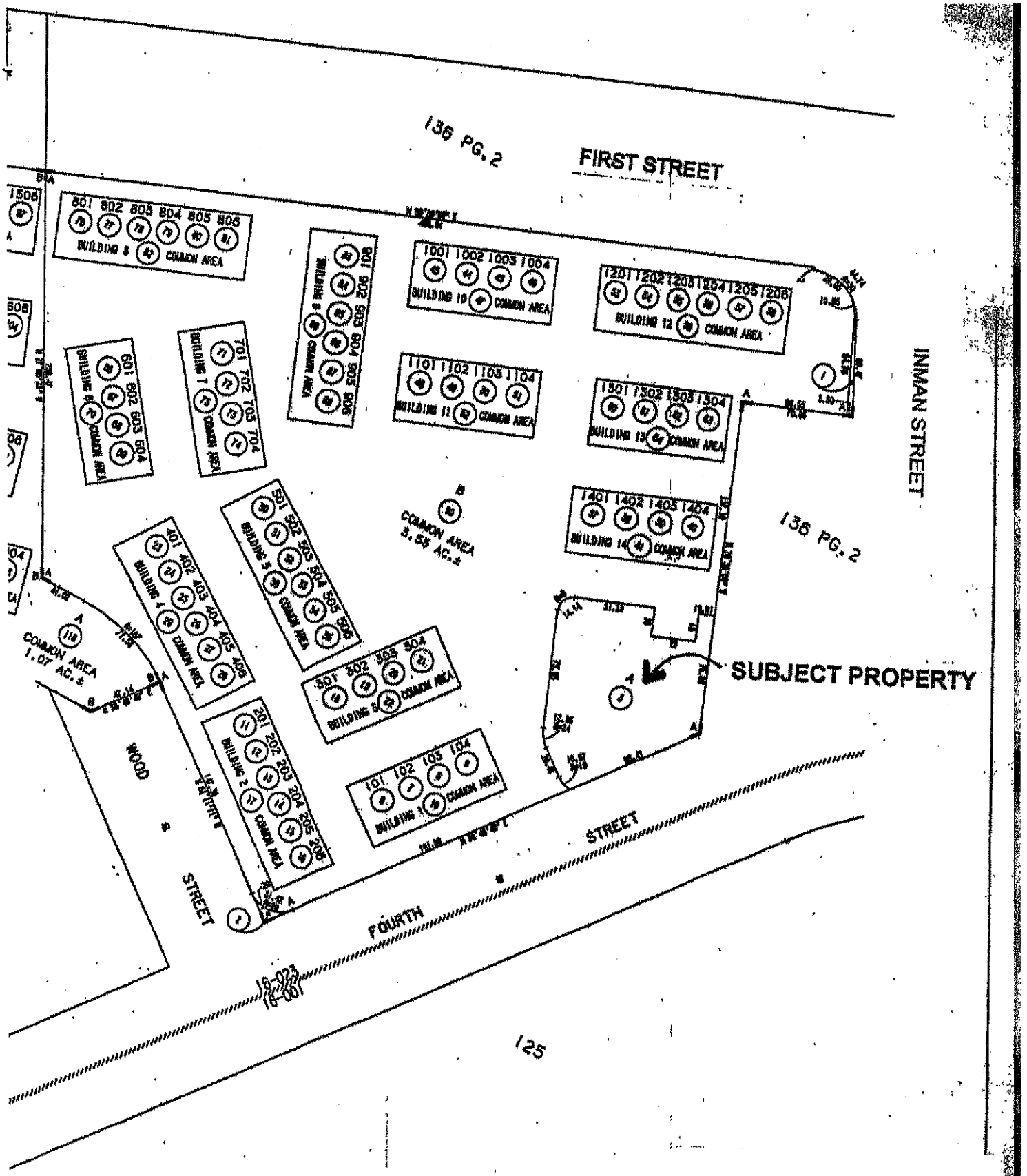


EXHIBIT "A"

HPN: 118

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE

STATE OF CALIFORNIA

RESOLUTION APPROVING SITE PLAN APPROVAL AND TENTATIVE PARCEL MAP
(Site Plan Approval 02-009 and Tentative Tract Map 7379 – Michael Banducci for Bancor Properties, LLC)

Applicant Michael Banducci for Bancor Properties, LLC, has applied for Site Plan Approval 02-009, Tentative Tract Map 7379 for the development of 68 attached single-family residential units and a day care center on a 3.78-acre site south of First Street and west of Inman Street.

On August 15, 2002, the Design Review Committee considered the application and recommended approval of the project with seven minor conditions regarding lighting and landscaping.

On September 17, 2002, the Planning Commission held a public hearing, considered the staff's recommendation for approval, heard public testimony, determined that the project is consistent with the Livermore General Plan and adopted Resolution No. 50-02, recommending the City Council approve the project.

The Livermore City Council held a public hearing on October 21, 2002, and considered the recommendation of the Planning Commission, together with pertinent drawings, documents, and testimony; during the hearing the applicant formally withdrew its application for Housing Implementation Program Amendment 02-002.

This Council is satisfied with the recommendations and findings of the Planning Commission contained in Resolution 50-02, and adopts same by reference; and the Conditions of Approval for Tentative Tract Map 7379 and Site Plan Approval 02-009, except that Condition B(6) of Site Plan Approval 02-009 and Condition 7 of the Engineering Conditions shall be changed as follows:

1. If trees cannot be planted on neighboring properties on Fourth Street and on Wood Street, consistent with the proposed site plan, then the same quantity and size of trees shall be planted in an off-site location as approved by staff.

An initial study of the effect of the use on the environment has been made with the result that a determination has been made that there will be no significant effect on the environment and that the Mitigated Negative Declaration is approved and certified as being complete and accurate and the City Clerk is directed to file a Notice of Determination with the Alameda County Clerk.

RESOLUTION NO. 2002-245

This resolution shall be effective upon the effective date of Planned Development 02-001.

APPROVED AS TO FORM:

SENIOR ASSISITANT CITY ATTORNEY

On motion of Councilmember Dietrich, seconded by Councilmember Reitter, the foregoing action was taken this 21 day of October, 2002, by the following vote:

AYES: COUNCILMEMBERS Vargas, Beeman, Reitter, Dietrich and Mayor Kamena

NOES: NONE

ABSENT: NONE

On motion of Councilmember Vargas, seconded by Councilmember Reitter, the foregoing resolution was passed and adopted on the Consent Calendar this 4 day of November, 2002, by the following vote:

AYES: **COUNCILMEMBERS** Beeman, Dietrich, Reitter, Vargas, Mayor Kamena

NOES: **COUNCILMEMBERS** None

ABSENT: **COUNCILMEMBERS** None

MAYOR, CITY OF LIVERMORE, CALIFORNIA

ATTEST:

CITY CLERK 11/4/02

RESOLUTION NO. 2002-245

DATE: September 11, 2002
(Amended by City Council 10/21/02)

ENGINEERING CONSIDERATIONS - EXHIBIT "A"
(Subject to revision prior to final approval
by Planning Commission and City Council)

TENTATIVE TRACT: 7379

LOCATION: 2911 First Street – Project bounded by First Street, Fourth Street, Inman Street and Wood Street

APPLICANT: Bancor Properties

Note: Specific conditions are shown in large type. Standard conditions that apply to this project are shown in small type. In addition, standard conditions of approval for this project are listed in Section II of the Development Plan Check and Procedures Manual.

1. DEFINITIONS:

For the purpose of this agreement, the following words shall have the meanings respectively ascribed to them by this section:

Developer :	Person(s) or Corporation(s) signing final map(s) and subdivision agreement(s)
Improvement Plans:	Construction drawings for required public and private improvements
Services:	Utility lateral, or any portions of a conduit cable or duct, between a utility distribution line and the site it serves

2. GENERAL:

All required improvements shall be constructed prior to occupancy of the new residential units on this site.

A. IMPROVEMENT PLANS - Exhibit A-1:

An engineered improvement plan shall be prepared by the Developer for approval by the City's Departments (including the Community Development, Public Services, Fire, and Police Department), which shall include, but not necessarily be limited to, existing site conditions, dedications, grading plans, street design and grades, curb, gutter, sidewalk and driveway grades, and type, size and location of all public works improvements as herein required. Approval of this tentative map does not constitute approval of the details shown thereon. If there is any conflict between the tentative map and these Engineering Considerations, the Engineering Considerations shall govern.

No specific phased development plan has been submitted with this tentative tract application. Therefore all required improvements for this tentative map shall be constructed as one phase. A phased map could only be considered if a specific phasing plan is submitted for consideration as a tentative map amendment.

B. STANDARDS FOR IMPROVEMENT PLANS AND MAPS:

All improvement plans and maps shall conform to the following City of Livermore documents except as modified by these engineering considerations:

1. City of Livermore Standard Specifications and Details
2. Development Plan Check and Procedures Manual

Completed final map and improvement plan checklists from the manual entitled "City of Livermore, Development Plan Check and Procedures Manual" shall be submitted with the first plan check submittal for each phase.

C. STANDARD CONDITIONS OF APPROVAL IN THE DEVELOPMENT PLAN CHECK AND PROCEDURES MANUAL:

All of the standard conditions of approval for subdivisions and major projects as listed in Part II of the City of Livermore Development Plan Check and Procedures Manual apply except for the following:

A-2 Backing Lot Drainage
A-5 Alameda County Right-of-Way
A-9 Temporary Turnarounds
A-11 Bridges
A-14 Traffic Signals
A-15 Traffic Signals
A-16 Traffic Signal Interconnect
B-7 Channels
B-8 Upstream Drainage
B-9 Flood Zone
B-10 Flood Hazard
B-11 Flood Hazard
B-12 Flood Zone
B-13 Flood Zone
B-14 Creek Stability
B-15 City of Livermore Water Service Area
G-1 Trailway System
K-1 Horticulturist Report
K-2 Horticulturist Report
K-3 Horticulturist Report

D. WORK IN OTHER JURISDICTIONS:

The Developer is responsible for obtaining permits and approvals for construction work and property acquisition that are required by agencies other than the City of Livermore.

As indicated on the tentative tract map, Zone 7 owns and maintains a 24" water transmission main that must be relocated from an easement along the south side of First Street into the First Street Right-of-way. This relocation work will require approval from Zone 7 as well as an encroachment permit from Caltrans. The City will enter into an agreement with Zone 7 to facilitate the relocation of this facility. The developer will be responsible to prepare improvement plans for the relocation and pay all costs associated with this relocation work. Zone 7 shall approve the improvement plans for the relocation of the water line prior to the City Council approval of the final map.

First Street (State Route 84) is Caltrans right-of-way and requires a permit from Caltrans. The Developer shall obtain the required Caltrans permit(s) prior to the approval of the improvement plans by the City.

2. STREETS:

A. SPECIFIC REQUIREMENTS:

First Street (State Route 84)

First Street is a major street in the General Plan and is also the currently designated as State Route 84.

In order to restore a smooth riding surface and to provide a "finished look" after the utility crossings, First Street along the tract boundary shall be given a 1-1/4" A.C. overlay across the eastbound lanes to the median. Key cutting will be required at the conform points and along the gutter.

The General Plan requires that access to major streets be limited. This does not propose any connection. Therefore, the developer shall relinquish abutter's rights on First Street.

The tentative map indicates that the existing 5' wide sidewalk is to be removed and replaced with 10' wide Bluestone paving sidewalk banded with brick pavers. The existing curb is 8" tall and does not have a gutter. The existing curb shall be removed and replaced with City Standard curb and gutter in order to provide for adequate drainage, to conform to the proposed sidewalk, and to provide for potential future parking.

Inman , Fourth, and Wood Streets

Inman, Fourth and Wood Streets are all local streets in the General Plan.

In order to limit the vehicular access and to encourage pedestrian ingress and egress consistent with the project plans, the Developer shall relinquish abutter's rights for Inman, Fourth and Wood Streets .

The existing sidewalk on Fourth Street is damaged and shall be removed and replaced with a separated 5' wide sidewalk in accordance with City Standards.

On Wood Street, the curb, gutter and sidewalk are damaged and shall be removed and replaced. Wood Street was originally intended to connect to Third Street. However, the City has determined that the connection is not necessary and the existing unfinished end of Wood Street must be completed within the existing right-of-way. Curb, gutter and sidewalk shall be constructed to connect the east and west side improvements with ten (10) foot radius curves along the face of the curb at the end of the existing improvements.

Interior Streets

The interior streets are private streets, which shall have curb to curbs widths varying between 24 and 28 feet as shown on the tentative tract map.

A decorative entrance feature or City Standard street level driveway shall be installed to delineate the private street, East Town Common and Wood Common from the public street, at the entrances to the tract.

The tentative tract map indicates that the interior street Emergency Vehicle Access Easement (EVAE) areas to have turf block pavers. This is not acceptable for EVAE's. An alternate EVAE design sufficient to carry the load of emergency vehicles shall be submitted to and approved by the Livermore-Pleasanton Fire Department prior to the first plan check submittal.

3. SANITARY SEWERS:

The in-tract sanitary sewer in the private street/courts/driveways will be publicly owned and maintained to the two-way cleanouts and the Developer shall dedicate a public utility easement on the final map.

The tentative map shows a connection to the 10" sanitary sewer line in First Street. This line was previously owned by the Lawrence Livermore Lab and is currently owned and maintained by the City of Livermore. New discharges to this line are not normally permitted because of the age of the system and the existing system constraints. However, the City is willing to permit the proposed connection if all of the following conditions are satisfied:

1. The line must be inspected with a television camera from the proposed point of connection downstream to the intersection of Old First Street and Junction Avenue. The purpose of this inspection is to determine that the line is in suitable condition to be used for additional sanitary sewer flows from new development.
2. A flow measurement study must be conducted at the intersection of Pine Street and Rincon Avenue to determine the current flows in the 10" line. The study is to be conducted for a minimum of 48 hours over a weekend. The study is to be conducted in cooperation with the Engineering Division and the Water Resources Department of the City of Livermore. The results of the study must be submitted with calculations necessary to demonstrate that the line has sufficient capacity to accommodate the proposed flow.
3. The developer must provide copies of existing easements or obtain new easements for any location that the sewer line crosses private property downstream from the proposed point of connection.
4. Items 1 through 3 of this list must be completed and approved by the City of Livermore Engineering Division prior to the first plan check submittal.

If any of the above items are not accomplished, an alternate sewer connection proposal, such as a connection to the existing sewer facilities in Third or Fourth Street, must be submitted to and approved by the City of Livermore Engineering Division prior to the first plan check submittal. Any proposal shall include a detailed study demonstrating that the sewer system has adequate capacity for the proposed connection.

If additional offsite easements are necessary for construction of an alternate proposal, the Developer shall acquire the additional sewer and construction easements as required by the City of Livermore. If the Developer is unable to acquire the necessary easements, the City will use the power of Eminent Domain to acquire the necessary easements.

Sewer shall be extended across all frontages of each phase.

Sewer laterals with two-way cleanouts behind the curb shall be installed to each lot or site before the streets are surfaced.

4. STORM DRAINAGE:

A. GENERAL:

Storm drains in the private street/courts/driveways shall be privately owned and maintained.

The tentative map shows all of the storm drainage from this site being connected to the storm drain line on the north side of the First Street. In accordance with the standard condition B-2 of the City of Livermore Development Plan Check and Procedures Manual, a storm drain study must be submitted with the first plan check submittal demonstrating that the downstream storm drain system has sufficient capacity for the entire site drainage to drain in accordance with the submitted tentative map.

The proposed storm drain crossing of First Street to connect to the existing storm drain facilities on the north side of First Street is an unacceptable alignment as shown on the tentative map. The proposed crossing alignment will create difficulties for future maintenance, cause excessive traffic control for construction and will damage the existing landscaping in the median. The storm drain alignment shall cross the existing roadway at a 90-degree angle to First Street to provide for future maintenance, reduced time for construction and minimal impact to the existing median. A new catch-basin will be required on both sides of First Street in order to provide a connection point and to delineate the private storm drain facility from the new storm drain crossing within the public right-of-way of First Street. The new storm drain within the public right-of-way will be maintained by the City of Livermore upon acceptance of the development for permanent maintenance.

This site is subject to the National Pollutant Discharge Elimination System (NPDES) Program. Prior to the issuance of the initial grading or building permit, the developer shall provide evidence that the site is covered by the statewide General Permit to Discharge Storm Water associated with construction activity. This requires confirmation that a Notice of Intent (NOI) and the applicable fee was sent to the State Water Resources Control Board. In addition, the grading plans need to state: "All grading shall be in accordance with the Storm Water Pollution Prevention Plan prepared by the developer per the Notice of Intent on file with the State Water Resources Control Board".

5. WATER SUPPLY (CAL WATER):

Fire hydrants shall be placed in a public utility easement.

Water mains shall be extended across all frontages of each phase. Any water service that is to be abandoned or that was previously stubbed out to the site but will not be used by the development, shall be removed by the developer.

6. UNDERGROUNDING OF UTILITIES:

All existing and new electric (with the exception of any 60 KV and higher voltage wires) and communication lines along the project frontage on Fourth and Wood Streets and within the project shall be placed underground. Electric, gas, AT&T Broadband and Pacific Bell utilities are required and shall be placed in a common trench. All electric transformers shall be placed underground.

7. SPECIAL DISTRICTS:

The project proposes to install new street trees along both sides of Fourth and Wood Streets. The Developer shall work with the property owners to approve the locations of the proposed trees and provide the necessary irrigation water and facilities for the proposed trees. If the Developer is unable to reach agreement with the property owners, then the proposed trees shown on the tentative map shall be relocated to an alternative location subject to approval by staff. ~~The proposed quantity of trees exceeds the normal street tree requirements and will be required to be maintained by the Homeowners Association. Private water lines are not permitted to cross public right-of-way. Therefore, additional water meters will be required for each new water connection for irrigation of these trees.~~ (Amended by City Council 10/21/02)

8. SUBDIVISION AGREEMENT AND SECURITY:

Following tentative map approval, the Subdivision Improvement Agreement will not be submitted to the City Council until the Developer has submitted all of the documents indicated in the "Final Approval of Tract Map Checklist" in the Development Plan Check and Procedures Manual fourteen (14) days prior to the city council meeting at which the final map will be considered for final approval by the City Council.

9. FEE AMOUNTS:

The Developer will be required to pay the applicable development impact fees and project processing fees due in connection with this subdivision. The fee shall be the amount in effect at the time the fee is required to be paid.

10. VEHICLE ACCESS:

Access to the development by construction equipment, material delivery and other heavy loads shall be limited by the Developer to the following route:

Interstate 580, First Street, Inman Street, Fourth Street

Such heavy loads will not be allowed on existing residential streets in the vicinity of the development.

The wheel-loading on the above routes shall not exceed State load limits.

11. DEVELOPMENTS WITH PRIVATE ROADWAYS AND UTILITIES:

The private improvements of the private street system are part of the improvements required of this subdivision. For this reason, the Developer shall pay Engineering Division plan check and construction inspection fees and the City Engineering Division will provide these services. The Developer will also provide subdivision security for the required private improvements.

DBM:JCS:TEW
S:\Development Section\Planning\T7379 Bancor East Town Village

CONDITIONS OF APPROVAL

Site Plan Approval 02-009

Development of 68 attached single-family residential units in 14 townhouse buildings landscaping; and appurtenant site and public improvements located at 2911 First Street (bounded by First, Inman, Fourth, and Wood streets)

Prepared: September 5, 2002
Approved by Planning Commission
September 17, 2002
Approved by City Council
October 21, 2002

A. PROJECT AUTHORIZATION

1. The project shall be in conformance with all City Ordinances, rules, regulations, and policies. The conditions listed below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

2. Approval is limited to the conformance of the land use and the Zoning Code requirements. Use of the property shall be limited to those permitted by the Planned Development-Residential 02-003, as it exists now or may be amended in the future.

3. The permit shall expire unless all building permits required for construction of the buildings are issued by October 21, 2004 (two years after City Council approval date), unless a request for extension is received and approved by the City.

B. PROJECT SPECIFIC CONDITIONS

Prior to issuance of a Building Permit, the applicant shall demonstrate conformance to the following conditions to the satisfaction of the Planning Division:

1. **The applicant shall respond in writing to all conditions contained herein and in attachments to this document. Responses shall clearly describe how each condition has been met. When the response references construction drawings, the page number and detail reference, if applicable, shall be noted.**

2. Construction plans shall show at noise impacted living spaces within 120 feet of the centerline of First Street, install windows and glass doors rated minimum Sound Transmission Class (STC) 37. Noise impacted living spaces between 120 feet and 210 feet of the centerline of First Street or within 140 feet of the centerline of Fourth Street shall have windows and glass doors rated minimum STC 30. Noise impacted living spaces beyond 210 feet of the centerline of First Street or beyond 140 feet of the centerline of Fourth Street shall have windows and glass doors rated minimum STC 26. Provide some

type of mechanical ventilation. A detailed investigation on noise attenuation measures related to the noise impact of the auto repair facility on the project site shall be conducted and appropriate architectural measures identified and taken to comply with the City's noise exposure standards.

3. The front yard setback of the buildings facing First Street must be noted on the plan, consistent with the Alternate PD standard of a minimum front yard setback of ten feet. The building-to-building setback between Building 3 and Building 5 must be noted on the plan, consistent with the Alternate PD standards of a minimum front-to-side building setback of 20 feet. The building-to-building setback between Building 7 and Building 9 must be noted on the plan, consistent with the Alternate PD standard of 20 feet.

4. The Site Furnishings/Details sheet incorrectly identifies the transportation kiosk as a "mailbox kiosk" - this minor discrepancy should be corrected.

5. A sample of the proposed paint color for the wood trellises and kiosks should be provided for review and approval by the Planning Division.

6. The plans must be revised to specify the planting of 24-inch box red oak trees as street trees on the south side of Fourth Street and these trees must be added to the Plant List. If the applicant is unable to reach agreement with the property owner(s) for the planting of the trees, then the proposed trees shall be relocated to an alternative location subject to approval by staff.

7. The trees in the landscape median in the driveway off Fourth Street should be removed or relocated from the site plan and landscaping plan and replaced with low shrubs or groundcover no higher than three feet.

8. Streetlights matching the ones specified for First Street should be installed along the site frontage in the Fourth and Wood street rights-of-way.

9. The pedestrian pole light should be added to the Site Furnishings Schedule and details of the proposed lights should be provided for review and approval by the Planning Division.

C. GENERAL CONDITIONS OF APPROVAL

1. Development shall conform to the attached Engineering Considerations dated 9/11/02.

2. This Site Plan Approval Permit is not an authorization to commence construction. Building construction, alterations, repairs, sign erection, or occupancy shall not be permitted without prior approval of the Building Division through issuance of any required permits.

3. Development shall conform to the Site Plan designated by the City as Exhibit B-1. Exhibit B-1 shall consist of the submitted plan amended by the applicant to reflect any changes indicated above in the Project Specific Conditions or required by the City in the approval process. The applicant shall submit any required amended plans to the Planning Division within 90 days of project approval.

4. The development impact fees and project processing fees due in connection with this permit shall be based upon the fees in effect at the time the fee is paid.

5. Minor amendment to the permit may be approved by the Planning Division, provided the permit is still in substantial conformance with the original approval.

6. All on-site landscaping included in the proposed Landscape Plan (Exhibit D of Planned Development-Residential 02-003) shall be installed by the project developer prior to final building permit approval.

7. The project shall be subject to the additional Conditions of Approval, which are contained in the City of Livermore Standard Zoning Conditions (attached).

D. FIRE

Development shall conform to the attached Fire Department Memo dated May 17, 2002.

E. POLICE

The project shall be required to conform to the provisions of the security section of the Livermore City Code.

CONDITIONS OF APPROVAL

Tentative Tract Map 7379

Location: 2911 First Street (bounded by First, Inman, Fourth, and Wood Streets)

Prepared: September 5, 2002
Approved by Planning Commission
September 17, 2002
Approved by City Council
October 21, 2002

A. PROJECT AUTHORIZATION

1. The project shall be in conformance with all City Ordinances, rules, regulations, and policies. The conditions listed below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

2. Approval is limited to the conformance of the land use and Planned Development-Residential 02-003. Use of the property shall be limited to those permitted by the Livermore Planning and Zoning Code as it exists now or may be amended in the future.

3. The tentative tract map shall expire unless a final map is filed by October 21, 2004, unless a request for extension is received and approved by the City.

B. PROJECT SPECIFIC CONDITIONS

Prior to issuance of a Final Map, the applicant shall demonstrate conformance to the following conditions to the satisfaction of the Planning Division:

1. **The applicant shall respond in writing to all conditions contained in this document and its attachments. Responses shall describe how the condition has been met and shall, where applicable, direct the plan checker to the page and/or drawing detail that demonstrates compliance with the condition. A copy of these responses shall be provided with each set of improvement plans.**

2. The development of this project shall conform to the standards of Planned Development-Residential 02-003 and all applicable sections of the Livermore Planning and Zoning Code as is exists now or may be amended in the future.

3. Building placement and site layout shall conform to the Master Development Plan (Exhibit B) of Planned Development-Residential 02-003.

4. An agreement shall be executed in the form of Covenants, Conditions and Restrictions, or other document acceptable to the City, establishing the sharing and maintenance of common areas including but not limited to parking areas, private roads and driveways, recreation areas, landscape areas, and the transit plaza.

5. A public access easement shall be established at the location of the transit plaza at the northeast corner of the site.

C. GENERAL CONDITIONS OF APPROVAL

1. The development impact fees (traffic impact, housing in-lieu, park dedication in-lieu,) and project processing fees due in connection with this permit shall be based upon the fees in effect at the time the fee is paid.

2. The Planning Division may approve minor amendment to the permit, provided that the permit is still in substantial conformance with the original approval.

3. Prior to receiving a building permit for excavation, grading or construction on the site, the applicant shall contact the Alameda County Vector Control Services District to determine if any pre-baiting requirements are necessary to control migration of vermin to adjacent property.

ENGINEERING DIVISION

Development shall conform to the attached Engineering Considerations dated September 11, 2002.

BUILDING DIVISION

Approval of the Tentative Tract Map is not an authorization to commence construction. Building construction, alterations, repairs, sign erection, or occupancy shall not be permitted without prior approval of the Building Division through issuance of any required permits.

D. FIRE DEPARTMENT

Development shall conform to the attached Fire Department Memo dated May 17, 2002.

E. POLICE DEPARTMENT

The project shall be required to conform to the provisions of the security section of the Livermore City Code

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING CONVEYANCE TO THE CITY OF LIVERMORE OF PROPERTY, INTERESTS, AND OBLIGATIONS OF THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND HAVE RECORDED ALL NECESSARY TRANSFER DOCUMENTS

The City of Livermore City Council (City Council) established the City of Livermore Redevelopment Project Area (Project Area) and adopted the Redevelopment Plan for the Project Area (as subsequently amended, Redevelopment Plan).

The Redevelopment Agency of the City of Livermore (Agency) is a redevelopment agency formed, existing, and exercising its powers pursuant to California Community Redevelopment Law, Health and Safety Code section 33000 *et seq.* (CRL).

The Agency owns 30 parcels located within the downtown area and the Railroad Depot building (20 South L Street), which is on one of the parcels, all the aforementioned property comprising the "Property." The parcels are located throughout the Agency's Redevelopment Project Area. The parcels and their sizes are shown in the attached parcel map and list as Exhibit A.

Government Code section 65402 requires that no real property shall be acquired or disposed of by a public agency until such acquisition or disposal is submitted to and reported upon by the planning agency regarding conformity with the General Plan; the Livermore Planning Commission is the planning agency for the City; and on March 15, 2011, the Planning Commission determined that the transfer of property from the Redevelopment Agency of the City of Livermore to the City of Livermore is consistent with the Livermore General Plan.

The City Council is satisfied with the findings of the Planning Commission contained in Resolution No. 08-11, attached as Exhibit B, and adopts the same by reference.

CRL section 33433 provides that prior to a redevelopment agency's transfer of property acquired with tax increment funds: (i) the Agency must prepare and make available to the public a report (section 33433 Report, attached as Exhibit C) describing the terms of the sale and development of the property, (ii) the legislative body must hold a public hearing following notice, and (iii) the legislative body must approve the conveyance by a resolution adopting specified findings.

The Agency has caused a section 33433 Report to be prepared, and the Agency and the City Council have caused notice to be published and have conducted public hearings in accordance with all legal requirements.

The Agency has approved the section 33433 Report, has approved the transfer of the Property to the City, and has adopted the findings required by section 33433 of the Health and Safety Code.

The transfer price for the Property will be the fair reuse value.

A Final Subsequent Environmental Impact Report was previously certified under the provisions of the California Environmental Quality Act (State Clearinghouse Number 2008092085).

NOW, THEREFORE, the City Council of the City of Livermore resolves that:

The transfer of the Property from the Agency to the City of Livermore (City) will assist in the elimination of blight and provision of housing for low- or moderate-income persons. The conveyance of the Property from the Agency to the City is conditioned upon the properties' redevelopment and use by the City in conformity with and in furtherance of the redevelopment plan which includes continued elimination of blight and provision of affordable housing in the downtown area.

The transfer of the Property from the Agency to the City is consistent with the implementation plan adopted pursuant to section 33490 and will ensure continued implementation of the City and Agency mission to revitalize downtown.

The transfer of the Property from the Agency to the City is approved.

The City Manager is authorized to execute and have recorded a property conveyance agreement or agreements with the Agency necessary to transfer the Agency's property to the City, and such other documents as may be necessary to transfer the property from the Agency to the City.

Likewise, the City Manager is authorized to execute and have recorded all assignment and assumption agreements with the Agency for the City to assume the Agency's and obligations related to leases for the Property, and such other documents as may be necessary to assign the Agency's interests to the City.

The City Manager is also authorized to establish jointly with the Agency Executive Director a segregated account in which to hold Agency assets until such time that any potential litigation testing the validity of state legislative action curtailing the authority or dissolving the Agency runs its course.

If any provision of this resolution is held invalid, the remainder of this resolution shall not be affected by such invalidity, and the provisions of this resolution are severable.

This resolution shall be effective on the same date as it is approved.

On the motion of Mayor Kamena, seconded by Vice Mayor Marchand, the foregoing resolution was passed and adopted on the 22nd day of March, 2011, by the following vote:

AYES: Councilmembers Leider, Williams, Vice Mayor Marchand, Mayor Kamena
NOES: None
ABSENT: Councilmember Horner
ABSTAIN: None

ATTEST & DATE:

CITY CLERK
SUSAN NEER

DATE: March 23, 2011

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY
JASON ALCALA

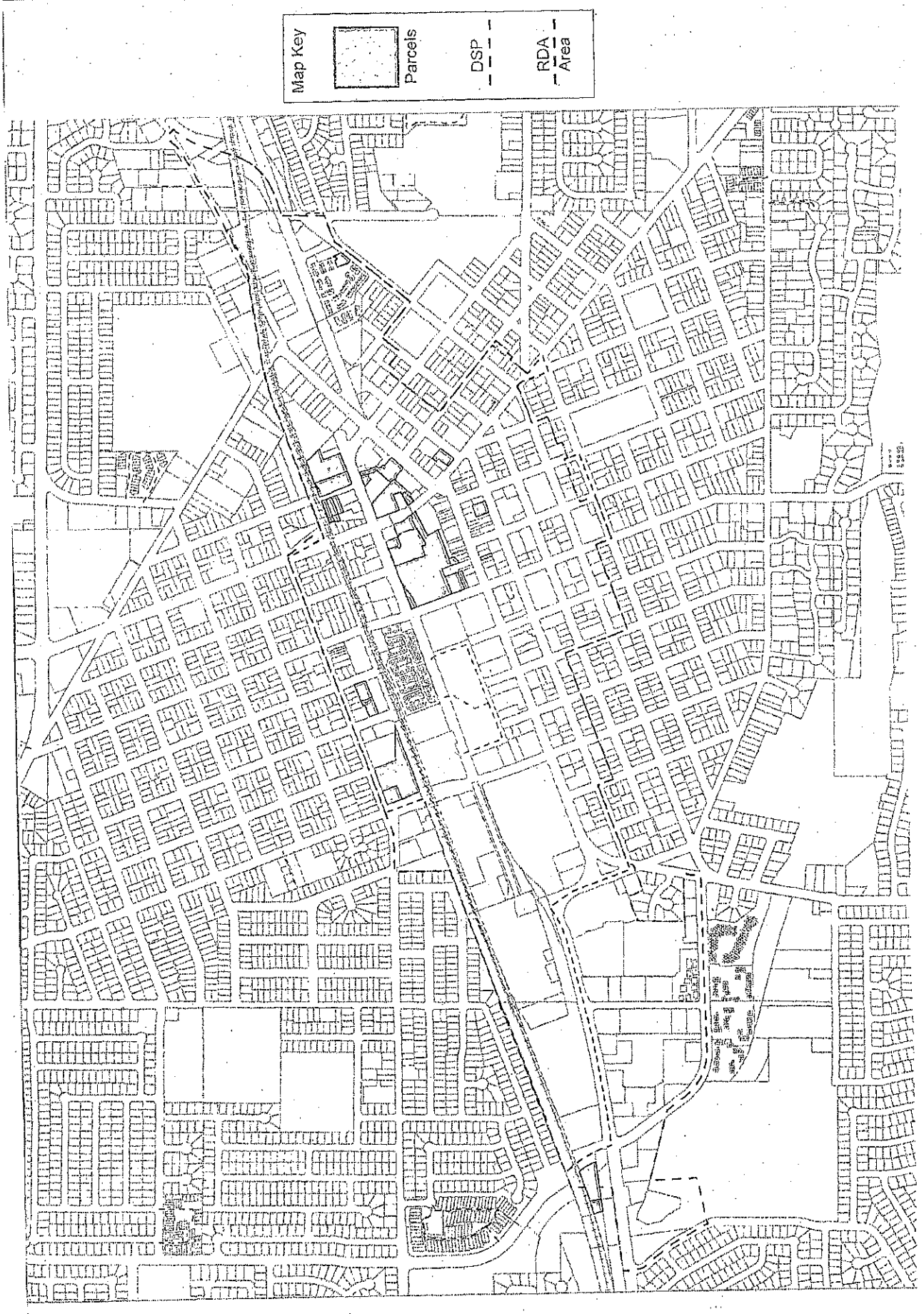


Exhibit A

RDA Properties from GIS

	APN	OwnerName	Street Number	Street Name	General Plan	Zoning
1	097 000102601	REDEVELOPMENT AGENCY	90	S L ST	Dwntwn Core	DSP
2	097 000102602	REDEVELOPMENT AGENCY	50	S L ST	Dwntwn Core	DSP
3	097 000103600	REDEVELOPMENT AGENCY	2056	1ST ST	Dwntwn Core	DSP
4	097 001300900	REDEVELOPMENT AGENCY	2047	1ST ST	Dwntwn Core	DSP
5	097 001400304	REDEVELOPMENT AGENCY	2164	2ND ST	Dwntwn Core	DSP
6	097 010801800	REDEVELOPMENT AGENCY	318	S LIVERMORE AVE	DTN-SS	DSP
7	097 011001300	REDEVELOPMENT AGENCY	2324	2ND ST	Dwntwn Core	DSP
8	097 015200300	REDEVELOPMENT AGENCY		1ST ST	DT-TG	DSP
9	098 025000103	REDEVELOPMENT AGENCY	241	N M ST	DTN-NS	DSP
10	098 025000204	REDEVELOPMENT AGENCY	242	N N ST	DTN-NS	DSP
11	098 026001702	REDEVELOPMENT AGENCY	2418	RAILROAD AVE	Dwntwn Core	DSP
12	098 026001803	REDEVELOPMENT AGENCY	2350	RAILROAD AVE	Dwntwn Core	DSP
13	098 026001804	REDEVELOPMENT AGENCY		RAILROAD AVE	Dwntwn Core	DSP
14	098 028000102	REDEVELOPMENT AGENCY		N I ST	Dwntwn Core	DSP
15	098 028000201	REDEVELOPMENT AGENCY		N I ST	Dwntwn Core	DSP
16	098 028000202	REDEVELOPMENT AGENCY	159	N I ST	Dwntwn Core	DSP
17	098 028000803	REDEVELOPMENT AGENCY		N LIVERMORE AVE	Dwntwn Core	DSP
18	098 028000808	REDEVELOPMENT AGENCY		N LIVERMORE AVE	Dwntwn Core	DSP
19	098 028900201	REDEVELOPMENT AGENCY	2139	RAILROAD AVE	Dwntwn Core	DSP
20	098 028901206	REDEVELOPMENT AGENCY		RAILROAD AVE	Dwntwn Core	DSP
21	098 028901208	REDEVELOPMENT AGENCY	2093	RAILROAD AVE	Dwntwn Core	DSP
22	098 029000607	REDEVELOPMENT AGENCY	1635	CHESTNUT ST	DTN-NS	DSP
23	098 029001101	REDEVELOPMENT AGENCY	1625	CHESTNUT ST	DTN-NS	DSP
24	098 040701300	REDEVELOPMENT AGENCY	30	S LIVERMORE AVE	Dwntwn Core	DSP
25	098 040702600	REDEVELOPMENT AGENCY	2450	1ST ST	Dwntwn Core	DSP
26	098 040702902	REDEVELOPMENT AGENCY	2490	1ST ST	Dwntwn Core	DSP
27	098 040703002	REDEVELOPMENT AGENCY	2490	1ST ST	Dwntwn Core	DSP
28	099 017502500	REDEVELOPMENT AGENCY		E STANLEY BLVD	OSP	OS-F
29	099 017502600	REDEVELOPMENT AGENCY		E STANLEY BLVD	OSP	OS-F

IN THE PLANNING COMMISSION
OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION APPROVING

Consistency Determination 11-001
General Plan Consistency Determination for the disposition and acquisition of 31 parcels and the Railroad Depot Building located in Downtown Livermore

WHEREAS, the Planning Commission, as the City's planning agency, is required by Government Code Section 65402(a) to determine the consistency of the acquisition or disposition of real property and easements for public purposes; and

WHEREAS, the Planning Commission reviewed the Goals, Objectives, Policies, and Actions of the City of Livermore General Plan, considered the staff recommendation for consistency, and finds that the disposition of 31 parcels and Railroad Depot building by the Livermore Redevelopment Agency and the acquisition of said parcels by the City of Livermore will not change the General Plan land use designations nor the present or prospective land use of the affected properties and therefore will not interfere with and will enable continued implementation of General Plan policies promoting downtown revitalization and redevelopment, historic preservation, economic development, tourism, fiscal health, and (in relation to the two open space designated parcels) public safety, and is therefore consistent with the General Plan.

BE IT RESOLVED by the Livermore Planning Commission that the disposition of 31 parcels and the Railroad Depot building by the Livermore Redevelopment Agency and the acquisition of said parcels and Railroad Depot building by the City of Livermore, as shown in the attached Exhibit, is determined to be consistent with the City of Livermore General Plan.

On the motion by Commissioner Lea, seconded by Commissioner Woerner, the foregoing Resolution was adopted at the Planning Commission meeting of March 15, 2011, by the following vote:

AYES: COLE, LEA, PANN, STORTI, WOERNER
NOES: NONE
ABSENT: NONE

Todd Storti, Acting Chairperson

by Fred Osborn, Planning Manager
Secretary to the Planning Commission

SUMMARY REPORT PURSUANT TO
SECTION 33433
OF THE
CALIFORNIA COMMUNITY REDEVELOPMENT LAW
ON A
PROPOSAL TO DISPOSE OF ALL PROPERTIES OWNED BY
THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE AND TO
TRANSFER OWNERSHIP THEREOF TO THE CITY OF LIVERMORE

I. INTRODUCTION

The California Health and Safety Code, Section 33433, requires that if a redevelopment agency wishes to sell or lease property to which it holds title and if that property was acquired in whole or in part with property tax increment funds, the agency must first secure approval of the proposed sale or lease agreement from its local legislative body after a public hearing. A copy of the proposed property conveyance agreement and a summary report that describes and contains financing elements of the proposed transaction will be available for public inspection prior to the public hearing. As contained in the Code, the following information will be included in the summary report:

1. The cost of the agreement to the redevelopment agency, including land acquisition costs, clearance costs, relocation costs, the costs of any improvements provided by the agency;

2. The estimated value of the interests to be conveyed, determined at the highest and best use permitted under the redevelopment plan;

3. An explanation of why transfer of the parcels will assist in the elimination of blight, as required by Section 33433; and

This report outlines the salient parts of the proposed Property Conveyance Agreement ("Agreement") by and among the Redevelopment Agency of the City of Livermore ("Agency") and the City of Livermore ("City") for the transfer of RDA-owned properties to the City. Such action is necessary in order to protect the RDA's assets in the face of a threatened elimination of redevelopment agencies by proposed state legislative action (AB 101). The conveyance of the properties from the Agency to the City is conditioned upon the properties' redevelopment and use in conformity with the redevelopment plan.

This report is based upon information in the proposed Agreement and is organized into the following six sections:

1. Summary of the Agreement – This section includes a description of the parcels to be conveyed, the mechanics of the transfer from the Agency to the City, and the responsibilities of the City following the transfer.

2. Cost of the Agreement to the Agency – This section outlines the cost of the Agreement to the Agency for costs associated with the Agreement between Agency and the City.

3. Estimated Value of the Interest to be Conveyed – This section summarizes the value of the interests to be conveyed to City.

Exhibit C

4. Consideration Received and Reasons Therefore – This section describes the consideration to be paid by City to the Agency.

5. Elimination of Blight – This section includes an explanation of why the transfer of the parcels will assist in the elimination of blight.

6. Conformance with Five-Year Implementation Plan – This section describes how the Agreement is in conformance with the Agency's Five-Year Implementation Plan.

II. SUMMARY OF THE PROPOSED AGREEMENT

A. Description of the Parcels and Project

Parcels

The parcels are located in throughout the Agency's Redevelopment Project Area. The parcels and their locations are identified in Attachment "1".

Project

In the proposed 2011/2012 state budget, Governor Brown has recommended that legislation be enacted to eliminate all redevelopment agencies in California as of July 1, 2011. It is proposed that a successor agency be established (governed by an oversight committee) to continue to administer payment of the Agency's contractual obligations but is otherwise charged with wrapping up the affairs of the Agency. Only one member of the oversight committee would be appointed by the City Council, with the remainder of the committee comprised of representatives of Alameda County and education. If this legislation is enacted, It is assumed most of the Agency's assets would be disposed of and the proceeds distributed to the various taxing entities within the project area.

Redevelopment law permits the Agency to delegate to the City any of the powers or functions of the Agency relative to the planning or undertaking of redevelopment projects in an area in which the City is empowered to act. The City, in turn, is authorized to carry out or perform powers and functions relating to the implementation of its General Plan and Downtown Specific Plan. For the purposes of aiding and cooperating with the Agency, the Agency may convey property it owns to the City, without consideration, for future redevelopment by the City. The Property Conveyance Agreement will transfer Agency-owned property to the City for future redevelopment.

In the likely event AB 101 is enacted, failure to transfer the properties of the RDA could remove these important parcels from the redevelopment project area where the parcels, taken together, comprise a cohesive plan of development. For example, the Livermore Village site is comprised of parcels which, if developed pursuant to the Redevelopment Plan and the Downtown Specific Plan, will support the development of a regional performing arts theater, mixed use housing units, public plazas and a parking garage. If the parcels were turned over to a successor agency governed by an oversight committee, the prospect that the Livermore Village site will be developed as a cohesive planned project are significantly diminished due to the fragmentation of the parcels.

B. Summary of Proposed Transaction

Under the proposed Agreement, the Agency will convey RDA-owned parcels ("Affordable Housing Properties", "Tax Allocation Bond Properties" and "City Properties Held in Trust by Agency", collectively "Parcels") and assign current leases to the City and the City will acquire the parcels and assume the leases from the Agency.

The Agency is conveying the Parcels, the Train Depot building and leases to the City in consideration for the City's commitment to use the Property and Train Depot Building in compliance with the Redevelopment Plan and to use its best efforts to retain the successfully completed redevelopment projects that are now in place on the Parcels.

C. Agency Responsibilities

The Agency agrees to transfer the title to the parcels by Grant Deed and shall assign the leases pursuant to an Assignment of Lease. Title to the train depot on the former Lucky's site will be transferred from the Agency to the City by bill of sale.

The Agency shall pay all costs of conveying the property interests to the City.

D. City Responsibilities

The City agrees to use the property in compliance with the Redevelopment Plan and to use its best efforts to retain the successfully completed redevelopment projects with the Project Area and subject to the Conveyance Agreement.

III. COST OF THE AGREEMENT TO THE AGENCY

This section presents the total cost of the Agreement to the Agency, as well as the "net cost" of the project after consideration of the project revenues. The net cost can be either an actual cost, when expenditures exceed receipts, or a net gain, when revenues created by implementation of the Agreement exceed expenditures.

A. Estimated Cost to the Agency

The Agency has incurred costs to date associated with land acquisition, relocation expenses, demolition, and site delivery costs.

	Net Present Value
Acquisition Costs:	$12,858,171
Relocation, Demolition & Development:	$12,887,528
Total Costs:	$25,745,699

B. Revenues to the Agency

The Agency revenues include: The Agency will receive no revenues in exchange for this transfer.

C. Net Cost to the Agency

	Net Present Value
Total Costs:	$25,745,699
Revenues:	$0
Net Cost to Agency (Costs less Revenues):	$25,745,699

IV. VALUE OF THE INTEREST TO BE CONVEYED

Value at Highest and Best Use

Staff has also estimated the value of the interest being conveyed to the City if sold by the Agency at its highest and best use allowed under the Redevelopment Plan. The highest and best use must satisfy zoning, building codes, market conditions, and the Agency requirement that new investment occur within a set timeframe, e.g., speculation is not allowed. Each property and description is included below:

Project Descriptions and Subject Properties:

Livermore Village Parking Garage Parcel Assembly

Property Addresses	Current Use	Purchase Price
50 S.L Street	Retail Shopping Center	$1,305,000
62-90 S.L Street	Restaurant	$2,180,000

Highest and Best Use Estimate: The Agency plans to redevelop the existing parcels into a second public parking garage to serve the Regional Theater, Livermore Village site and First Street businesses. Estimated Highest and Best Use Value: $3,500,000

Livermore Village Site Traffic Access and Circulation

Property Addresses	Current Use	Purchase Price
39-43 S. Livermore Ave (portion)	Parking lot	$288,850
2056 First Street (portion)	Vacant lot	$170,000

Highest and Best Use Estimate: The Agency plans to redevelop the existing parcels to provide traffic access and circulation to the Livermore Village site. Estimated Highest and Best Use Value: $460,000

Second Street Public Parking

Property Address	Current Use	Purchase Price
2164 Second Street	Parking lot	$225,000

Highest and Best Use Estimate: Property was redeveloped in 1991 to provide a public parking lot downtown. Estimated Highest and Best Use Value: $560,000

Savannah Terrace Affordable Housing Unit

Property Address	Current Use	Purchase Price
318 S. Livermore Ave Unit #112	Housing	$238,627

Highest and Best Use Estimate: The City plans to sell the condominium unit to an income qualified, disabled homebuyer through the Below Market Ownership Housing Program. Estimated Highest and Best Use Value (Appraised Value): $249,000

Downtown Public Parking Garage at Transit Center – Phases 1&2

Property Address	Current Use	Purchase Price
2350 Railroad Avenue	Public Parking Garage	$2,113,008 (all parcels)
APN(98-26-18-4)	Public Parking Garage	
I Street (APN 98-28-1-2)	Vacant	
I Street (APN 98-28-2-1)	Vacant	
159 N. I Street	Vacant	
N.Livermore Ave (APN 98-28-2-1)		
N Livermore Ave (APN 98-28-9-12-6)		

Highest and Best Use Estimate: The properties were acquired by the Agency in 2005. Two sites redeveloped as the first of a two phase parking garage complex.
Estimated Highest and Best Use Value: $16,700,000

Livermore Valley Center – Bankhead Public Plaza & Pedestrian Walkway Access

Property Address	Current Use	Purchase Price
30 S. Livermore Avenue	Public Pedestrian Path & Parking lot	$5,221,362
2450 First Street	Bankhead Plaza & Walkway	
2490 First Street (APN 98-4-7-3-2)	Rear of Bankhead Plaza/walkway	

Highest and Best Use Estimate: The Livermore Valley Center and Public Plaza project required the acquisition, assembly and Brownfields clean-up of several underutilized existing automotive and commercial parcels into a performing arts, retail center and public plaza.
Estimated Highest and Best Use Value: $10,750,000

Livermore Valley Center Future Hotel Site

Property Address	Current Use	Purchase Price
2490 First Street (portion) (APN 98-4-7-29-2)	Automotive Repair	$1,117,174 (portion)

Highest and Best Use Estimate: The properties were acquired by the Agency to facilitate development of a hotel in the downtown core. Estimated Highest and Best Use Value: $1,600,000

V. CONSIDERATION RECEIVED AND REASONS THEREFORE

The Agency is conveying the Parcels, the Train Depot building and leases to the City in consideration for the City's commitment to use the Property and Train Depot Building in compliance with the Redevelopment Plan and to use its best efforts to retain the successfully completed redevelopment projects that are now in place on the Parcels. The Agency and City contemplate that the City's loan to the Agency for the City Liened Affordable Housing Properties

(see Agreement) will be repaid from the proceeds from their disposition and development. However, if those liens are not repaid, or the property is used for any redevelopment consistent with the redevelopment plan, the Agency shall remain responsible for repaying the principal and interest on the loan to the City.

VI. ELIMINATION OF BLIGHT

The Livermore Redevelopment Agency was established on September 24, 1981 to improve the social, physical, and economic conditions of the Downtown Central Business District. Conditions existing in the Downtown included a loss of business to suburban retail centers, a high vacancy rate in parts of the Downtown, development of parcels created by the railroad realignment through the Downtown, parking problems, poor planning, and urban design.

In an effort to overcome these obstacles, the City Council adopted the Downtown Redevelopment Plan in July of 1982. The Plan, developed by the City's Redevelopment Agency, is directly related to the development objectives of the Livermore General Plan and the Downtown Specific Plan adopted by the City Council on February 9, 2004 and amended on March 30, 2009. Both the Redevelopment Plan and the Downtown Specific Plan consist of a comprehensive and coordinated process aimed at eliminating deterioration and blight, and promoting and enhancing economic revitalization in the City's main commercial areas. The transfer of the parcels from the Agency to the City will ensure that, in the event the legislature eliminates redevelopment agencies within the state as anticipated, redevelopment within the project area can continue. Future development within the project area will play a key role in the elimination of blight – both physical and economic – in the Project Area and directly addresses important Redevelopment Plan goals as discussed below.

To reinforce and enhance the vitality of the downtown as a public and commercial center for Livermore, the Agency made a substantial investment in the revitalization effort to create a downtown core that serves as both a daytime and nighttime activity center. The revitalization effort includes the development of cultural, art, entertainment, commercial, and residential components.

The Agency has determined that implementation of the Redevelopment Plan will assist in the removal of blight by development on underutilized sites; the creating of public spaces; the strengthening of Downtown Livermore as a regional destination location in Livermore; and by providing a catalyst for additional private investment in the Downtown Area. Continued implementation of the Redevelopment Plan will increase employment, both during construction phases and thereafter.

Some parcels subject to the transfer are currently vacant, creating a negative impact on the Project Area and impeding the full realization of investments the City and Agency have made to the Project Area and the Downtown. Therefore, redevelopment within the Project Area will help eliminate blight in the Project Area by ameliorating a physically and economically blighting influence on the Project Area.

Thus, the Agency is entering into this Agreement in order to achieve its objectives to stimulate further development in the downtown area and remove blight in the downtown area.

VII. CONFORMANCE WITH FIVE-YEAR IMPLEMENTATION PLAN

Livermore's Redevelopment Agency was created consistent with State Law in July 1982. The purpose of the Agency is to remove blight and assist with the redevelopment and revitalization of the Project Area. State Law requires that the Agency adopt a series of Five Year Implementation Plans. The current Plan covers the period from 2009 to 2014 and the activities that the Agency undertakes during that period must be generally consistent with the Five Year Plan. The Five Year Implementation Plan includes many goals to facilitate the development of a variety of projects within the Project Area.

The current Five Year Implementation Plan was developed in 2009 and is coordinated with the Downtown Specific Plan. The Downtown Specific Plan is designed to provide both land use and revitalization strategies to help implement the Five Year Plan. The primary intent of the Downtown Specific Plan area is to promote the continued development and revitalization of the City's pedestrian-oriented downtown, providing unique shopping, dining, entertainment, residential, and investment opportunities.

Table of RDA Properties Subject to 33433 Report

APN	Address	Street	Location Description	Parcel Size (s.f.)
097 000102601	62-90	S L ST	Dominoes/Meat Market/Bottle Book	5,765
097 000102602	50	S L ST	KFC	16,814
097-0001-031 (portion)	39-43	S Livermore Ave	parking lot north of 39 S. Livermore Ave	5,278
097 000103600	2068	First Street	Back of Corbett Parcel	3,570
097 001400304	2164	Second Street	Chamber Parking Lot	11,379
097 010801800	318	S Livermore Ave	Savannah Terrace Unit #112	800
098 026001702	2418	Railroad Ave	Parking Structure	55,470
098 026001803	2350	Railroad Ave	Parking Structure	40,839
098 026001804		Railroad Ave	Parking Structure - sliver at rear	500
098 028000102		N I ST	I Street Vacant	6,000
098 028000201		N I ST	I Street Vacant	7,500
098 028000202	159	N I ST	I Street Vacant	7,500
098 028000803		N Livermore Ave	I Street Vacant - 2116 Railroad	2,653
098 028000808		N Livermore Ave	I Street Vacant - 2116 Railroad	1,747
098 040701300	30	N Livermore Ave	LVC Pedestrian Access Pathway	4,443
098 040702600	2450	Railroad Ave	Bankhead Plaza & Walkway	27,922
098 040703002	2490	First Street	Back of Bankhead at pathway	4,732
098 040702902	2490	Railroad Ave	Hotel - 2205 Railroad	36,848

Livermore Village
Parking Structure
Phase 1
Parking Structure
Phase 2
Livermore Valley
Center

IN THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACKNOWLEDGING THE COMPLETION AND AVAILABILITY MADE TO THE PUBLIC OF THE REPORT REQUIRED BY CALIFORNIA HEALTH AND SAFETY CODE SECTION 33433 PRIOR TO THE HEARING AT WHICH THIS RESOLUTION IS ADOPTED; APPROVING THE CONVEYANCE TO THE CITY OF LIVERMORE OF PROPERTY, INTERESTS AND OBLIGATIONS OF THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE; AND AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE AND HAVE RECORDED ALL NECESSARY TRANSFER DOCUMENTS

The Redevelopment Agency of the City of Livermore (Agency) is a redevelopment agency formed, existing and exercising its powers pursuant to California Community Redevelopment Law, Health and Safety Code Section 33000 *et seq*. (CRL).

The City of Livermore City Council (City Council) established the City of Livermore Redevelopment Project Area (Project Area) and adopted the Redevelopment Plan for the Project Area (as subsequently amended, Redevelopment Plan).

The Agency owns 30 parcels located within the downtown area and the Railroad Depot building (20 South L Street), which is on one of the parcels, all the aforementioned property comprising the "Property." The parcels are located throughout the Agency's Redevelopment Project Area. The parcels and their sizes are shown in the attached parcel map and list as Exhibit A.

Government Code section 65402 requires that no real property shall be acquired or disposed of by a public agency until such acquisition or disposal is submitted to and reported upon by the planning agency regarding conformity with the General Plan; the Livermore Planning Commission is the planning agency for the City; and on March 15, 2011, the Planning Commission determined that the transfer of property from the Redevelopment Agency of the City of Livermore to the City of Livermore is consistent with the Livermore General Plan.

The Agency is satisfied with the findings of the Planning Commission contained in Resolution No. 08-11 attached as Exhibit B and adopts the same by reference.

CRL section 33433 provides that prior to a redevelopment agency's transfer of property acquired with tax increment funds (i) the agency must prepare and make available to the public a report (section 33433 Report, attached as Exhibit C) describing the terms of the sale and development of the property, (ii) the legislative body must hold a public hearing following notice, and (iii) the legislative body must approve the conveyance by a resolution adopting specified findings.

The Agency has caused a section 33433 Report to be prepared, and the Agency and the City Council have caused notice to be published and have conducted public hearings in accordance with all legal requirements.

The Agency acknowledges the completion of the section 33433 Report and its availability made to the public prior to the hearing at which this resolution is adopted, and herein adopts the findings required by section 33433 of the Health and Safety Code.

The transfer price for the Property will be the fair reuse value.

A Final Subsequent Environmental Impact Report was previously certified under the provisions of the California Environmental Quality Act (State Clearinghouse Number 2008092085).

NOW, THEREFORE, the Redevelopment Agency of the City of Livermore finds and resolves that:

The transfer of the Property from the Agency to the City of Livermore (City) will assist in the elimination of blight and provision of housing for low- or moderate-income persons. The conveyance of the Property from the Agency to the City is conditioned upon the properties' redevelopment and use by the City in conformity with and in furtherance of the redevelopment plan which includes continued elimination of blight and provision of affordable housing in the downtown area.

The transfer of the Property from the Agency to the City is consistent with the implementation plan adopted pursuant to section 33490 and will ensure continued implementation of the Agency mission to revitalize downtown.

The transfer of the Property from the Agency to the City is for consideration that is:

- not less than the fair reuse value at the use and with the covenants and conditions and development costs authorized by the transfer.

The transfer of the Property from the Agency to the City is approved.

The Executive Director is authorized to execute and have recorded a property conveyance agreement or agreements with the City necessary to transfer the Agency's property to the City, and such other documents as may be necessary to transfer the property from the Agency to the City.

Likewise, the Executive Director is authorized to execute and have recorded all assignment and assumption agreements with the City for the Agency to assign its interests and obligations related to leases for the Property, and such other documents as may be necessary to assign the Agency's interests to the City.

The Agency Executive Director is also authorized to jointly establish with the City Manager a segregated account in which to hold Agency assets until such time that any potential litigation testing the validity of state legislative action curtailing the authority or dissolving the Agency runs its course;

If any provision of this resolution is held invalid, the remainder of this resolution shall not be affected by such invalidity, and the provisions of this resolution are severable.

This resolution shall be effective on the same date as it is approved.

On the motion of Chairperson Kamena, seconded by Vice Chair Marchand, the foregoing resolution was passed and adopted on the 22nd day of March, 2011, by the following vote:

AYES: Agencymembers Leider, Williams, Vice Chair Marchand, Chairperson Kamena
NOES: None
ABSENT: Agencymember Horner
ABSTAIN: None

ATTEST:

SECRETARY
SUSAN NEER

DATE: March 23, 2011

APPROVED AS TO FORM:

ASSISTANT GENERAL COUNSEL
JASON ALCALA

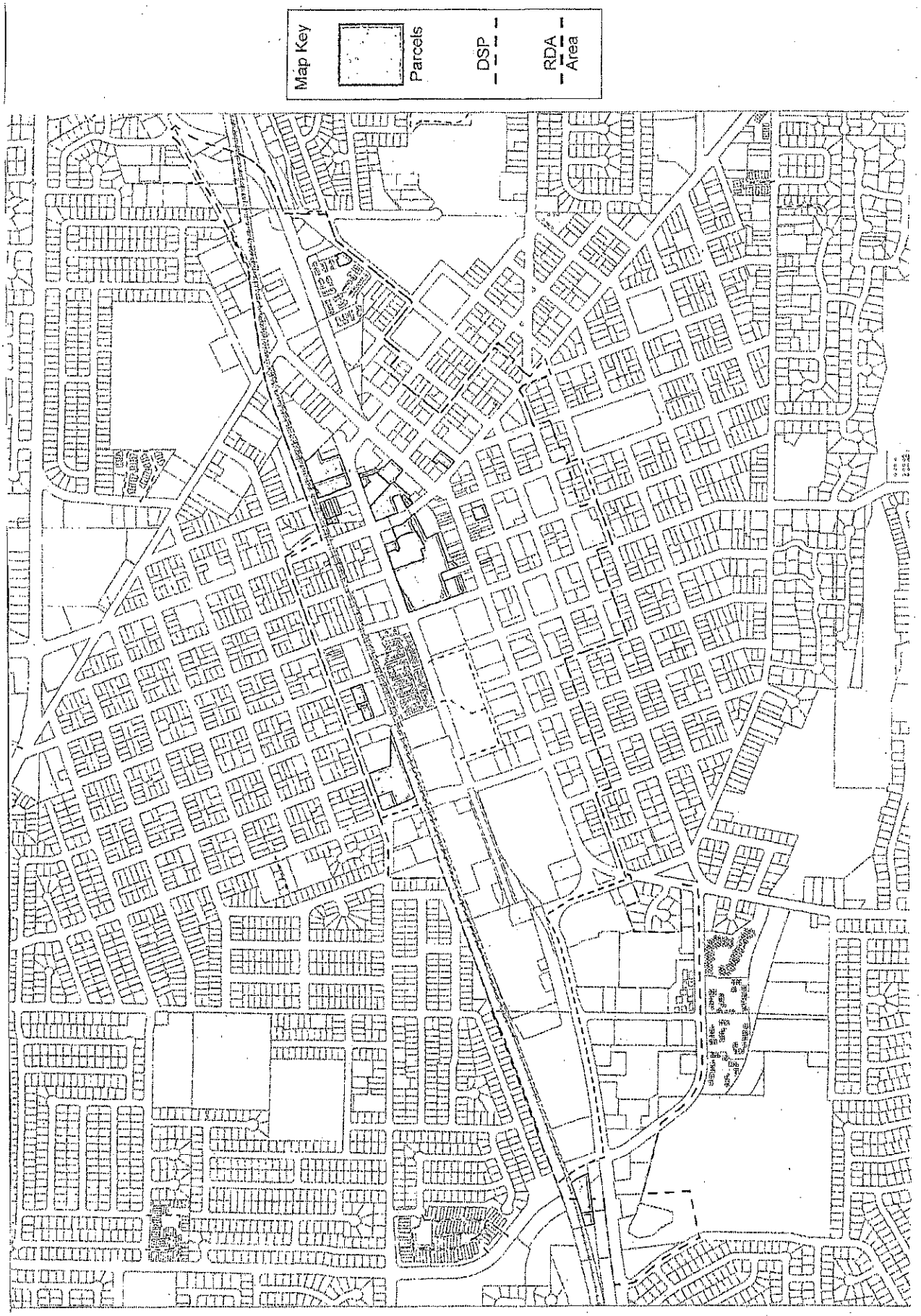


Exhibit A

RDA Properties from GIS

	APN	OwnerName	Street Number	Street Name	General Plan	Zoning
1	097 000102601	REDEVELOPMENT AGENCY	90	S L ST	Dwntwn Core	DSP
2	097 000102602	REDEVELOPMENT AGENCY	50	S L ST	Dwntwn Core	DSP
3	097 000103600	REDEVELOPMENT AGENCY	2056	1ST ST	Dwntwn Core	DSP
4	097 001300900	REDEVELOPMENT AGENCY	2047	1ST ST	Dwntwn Core	DSP
5	097 001400304	REDEVELOPMENT AGENCY	2164	2ND ST	Dwntwn Core	DSP
6	097 010801800	REDEVELOPMENT AGENCY	318	S LIVERMORE AVE	DTN-SS	DSP
7	097 011001300	REDEVELOPMENT AGENCY	2324	2ND ST	Dwntwn Core	DSP
8	097 015200300	REDEVELOPMENT AGENCY		1ST ST	DT-TG	DSP
9	098 025000103	REDEVELOPMENT AGENCY	241	N M ST	DTN-NS	DSP
10	098 025000204	REDEVELOPMENT AGENCY	242	N N ST	DTN-NS	DSP
11	098 026001702	REDEVELOPMENT AGENCY	2418	RAILROAD AVE	Dwntwn Core	DSP
12	098 026001803	REDEVELOPMENT AGENCY	2350	RAILROAD AVE	Dwntwn Core	DSP
13	098 026001804	REDEVELOPMENT AGENCY		RAILROAD AVE	Dwntwn Core	DSP
14	098 028000102	REDEVELOPMENT AGENCY		N I ST	Dwntwn Core	DSP
15	098 028000201	REDEVELOPMENT AGENCY		N I ST	Dwntwn Core	DSP
16	098 028000202	REDEVELOPMENT AGENCY	159	N I ST	Dwntwn Core	DSP
17	098 028000803	REDEVELOPMENT AGENCY		N LIVERMORE AVE	Dwntwn Core	DSP
18	098 028000808	REDEVELOPMENT AGENCY		N LIVERMORE AVE	Dwntwn Core	DSP
19	098 028900201	REDEVELOPMENT AGENCY	2139	RAILROAD AVE	Dwntwn Core	DSP
20	098 028901206	REDEVELOPMENT AGENCY		RAILROAD AVE	Dwntwn Core	DSP
21	098 028901208	REDEVELOPMENT AGENCY	2093	RAILROAD AVE	Dwntwn Core	DSP
22	098 029000607	REDEVELOPMENT AGENCY	1635	CHESTNUT ST	DTN-NS	DSP
23	098 029001101	REDEVELOPMENT AGENCY	1625	CHESTNUT ST	DTN-NS	DSP
24	098 040701300	REDEVELOPMENT AGENCY	30	S LIVERMORE AVE	Dwntwn Core	DSP
25	098 040702600	REDEVELOPMENT AGENCY	2450	1ST ST	Dwntwn Core	DSP
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27	098 040703002	REDEVELOPMENT AGENCY	2490	1ST ST	Dwntwn Core	DSP
28	099 017502500	REDEVELOPMENT AGENCY		E STANLEY BLVD	OSP	OS-F
29	099 017502600	REDEVELOPMENT AGENCY		E STANLEY BLVD	OSP	OS-F

IN THE PLANNING COMMISSION
OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA

A RESOLUTION APPROVING

Consistency Determination 11-001
General Plan Consistency Determination for the disposition and acquisition of 31 parcels and the Railroad Depot Building located in Downtown Livermore

WHEREAS, the Planning Commission, as the City's planning agency, is required by Government Code Section 65402(a) to determine the consistency of the acquisition or disposition of real property and easements for public purposes; and

WHEREAS, the Planning Commission reviewed the Goals, Objectives, Policies, and Actions of the City of Livermore General Plan, considered the staff recommendation for consistency, and finds that the disposition of 31 parcels and Railroad Depot building by the Livermore Redevelopment Agency and the acquisition of said parcels by the City of Livermore will not change the General Plan land use designations nor the present or prospective land use of the affected properties and therefore will not interfere with and will enable continued implementation of General Plan policies promoting downtown revitalization and redevelopment, historic preservation, economic development, tourism, fiscal health, and (in relation to the two open space designated parcels) public safety, and is therefore consistent with the General Plan.

BE IT RESOLVED by the Livermore Planning Commission that the disposition of 31 parcels and the Railroad Depot building by the Livermore Redevelopment Agency and the acquisition of said parcels and Railroad Depot building by the City of Livermore, as shown in the attached Exhibit, is determined to be consistent with the City of Livermore General Plan.

On the motion by Commissioner Lea, seconded by Commissioner Woerner, the foregoing Resolution was adopted at the Planning Commission meeting of March 15, 2011, by the following vote:

AYES: COLE, LEA, PANN, STORTI, WOERNER
NOES: NONE
ABSENT: NONE

Todd Storti, Acting Chairperson

by Fred Osborn, Planning Manager
Secretary to the Planning Commission

SUMMARY REPORT PURSUANT TO
SECTION 33433
OF THE
CALIFORNIA COMMUNITY REDEVELOPMENT LAW
ON A
PROPOSAL TO DISPOSE OF ALL PROPERTIES OWNED BY
THE REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE AND TO
TRANSFER OWNERSHIP THEREOF TO THE CITY OF LIVERMORE

I. INTRODUCTION

The California Health and Safety Code, Section 33433, requires that if a redevelopment agency wishes to sell or lease property to which it holds title and if that property was acquired in whole or in part with property tax increment funds, the agency must first secure approval of the proposed sale or lease agreement from its local legislative body after a public hearing. A copy of the proposed property conveyance agreement and a summary report that describes and contains financing elements of the proposed transaction will be available for public inspection prior to the public hearing. As contained in the Code, the following information will be included in the summary report:

1. The cost of the agreement to the redevelopment agency, including land acquisition costs, clearance costs, relocation costs, the costs of any improvements provided by the agency;

2. The estimated value of the interests to be conveyed, determined at the highest and best use permitted under the redevelopment plan;

3. An explanation of why transfer of the parcels will assist in the elimination of blight, as required by Section 33433; and

This report outlines the salient parts of the proposed Property Conveyance Agreement ("Agreement") by and among the Redevelopment Agency of the City of Livermore ("Agency") and the City of Livermore ("City") for the transfer of RDA-owned properties to the City. Such action is necessary in order to protect the RDA's assets in the face of a threatened elimination of redevelopment agencies by proposed state legislative action (AB 101). The conveyance of the properties from the Agency to the City is conditioned upon the properties' redevelopment and use in conformity with the redevelopment plan.

This report is based upon information in the proposed Agreement and is organized into the following six sections:

1. Summary of the Agreement – This section includes a description of the parcels to be conveyed, the mechanics of the transfer from the Agency to the City, and the responsibilities of the City following the transfer.

2. Cost of the Agreement to the Agency – This section outlines the cost of the Agreement to the Agency for costs associated with the Agreement between Agency and the City.

3. Estimated Value of the Interest to be Conveyed – This section summarizes the value of the interests to be conveyed to City.

Exhibit C

4. Consideration Received and Reasons Therefore – This section describes the consideration to be paid by City to the Agency.

5. Elimination of Blight – This section includes an explanation of why the transfer of the parcels will assist in the elimination of blight.

6. Conformance with Five-Year Implementation Plan – This section describes how the Agreement is in conformance with the Agency's Five-Year Implementation Plan.

II. SUMMARY OF THE PROPOSED AGREEMENT

A. Description of the Parcels and Project

Parcels

The parcels are located in throughout the Agency's Redevelopment Project Area. The parcels and their locations are identified in Attachment "1".

Project

In the proposed 2011/2012 state budget, Governor Brown has recommended that legislation be enacted to eliminate all redevelopment agencies in California as of July 1, 2011. It is proposed that a successor agency be established (governed by an oversight committee) to continue to administer payment of the Agency's contractual obligations but is otherwise charged with wrapping up the affairs of the Agency. Only one member of the oversight committee would be appointed by the City Council, with the remainder of the committee comprised of representatives of Alameda County and education. If this legislation is enacted, It is assumed most of the Agency's assets would be disposed of and the proceeds distributed to the various taxing entities within the project area.

Redevelopment law permits the Agency to delegate to the City any of the powers or functions of the Agency relative to the planning or undertaking of redevelopment projects in an area in which the City is empowered to act. The City, in turn, is authorized to carry out or perform powers and functions relating to the implementation of its General Plan and Downtown Specific Plan. For the purposes of aiding and cooperating with the Agency, the Agency may convey property it owns to the City, without consideration, for future redevelopment by the City. The Property Conveyance Agreement will transfer Agency-owned property to the City for future redevelopment.

In the likely event AB 101 is enacted, failure to transfer the properties of the RDA could remove these important parcels from the redevelopment project area where the parcels, taken together, comprise a cohesive plan of development. For example, the Livermore Village site is comprised of parcels which, if developed pursuant to the Redevelopment Plan and the Downtown Specific Plan, will support the development of a regional performing arts theater, mixed use housing units, public plazas and a parking garage. If the parcels were turned over to a successor agency governed by an oversight committee, the prospect that the Livermore Village site will be developed as a cohesive planned project are significantly diminished due to the fragmentation of the parcels.

B. Summary of Proposed Transaction

Under the proposed Agreement, the Agency will convey RDA-owned parcels ("Affordable Housing Properties", "Tax Allocation Bond Properties" and "City Properties Held in Trust by Agency", collectively "Parcels") and assign current leases to the City and the City will acquire the parcels and assume the leases from the Agency.

The Agency is conveying the Parcels, the Train Depot building and leases to the City in consideration for the City's commitment to use the Property and Train Depot Building in compliance with the Redevelopment Plan and to use its best efforts to retain the successfully completed redevelopment projects that are now in place on the Parcels.

C. Agency Responsibilities

The Agency agrees to transfer the title to the parcels by Grant Deed and shall assign the leases pursuant to an Assignment of Lease. Title to the train depot on the former Lucky's site will be transferred from the Agency to the City by bill of sale.

The Agency shall pay all costs of conveying the property interests to the City.

D. City Responsibilities

The City agrees to use the property in compliance with the Redevelopment Plan and to use its best efforts to retain the successfully completed redevelopment projects with the Project Area and subject to the Conveyance Agreement.

III. COST OF THE AGREEMENT TO THE AGENCY

This section presents the total cost of the Agreement to the Agency, as well as the "net cost" of the project after consideration of the project revenues. The net cost can be either an actual cost, when expenditures exceed receipts, or a net gain, when revenues created by implementation of the Agreement exceed expenditures.

A. Estimated Cost to the Agency

The Agency has incurred costs to date associated with land acquisition, relocation expenses, demolition, and site delivery costs.

	Net Present Value
Acquisition Costs:	$12,858,171
Relocation, Demolition & Development:	$12,887,528
Total Costs:	$25,745,699

B. Revenues to the Agency

The Agency revenues include: The Agency will receive no revenues in exchange for this transfer.

C. Net Cost to the Agency

	Net Present Value
Total Costs:	$25,745,699
Revenues:	$0
Net Cost to Agency (Costs less Revenues):	$25,745,699

IV. VALUE OF THE INTEREST TO BE CONVEYED

Value at Highest and Best Use

Staff has also estimated the value of the interest being conveyed to the City if sold by the Agency at its highest and best use allowed under the Redevelopment Plan. The highest and best use must satisfy zoning, building codes, market conditions, and the Agency requirement that new investment occur within a set timeframe, e.g., speculation is not allowed. Each property and description is included below:

Project Descriptions and Subject Properties:

Livermore Village Parking Garage Parcel Assembly

Property Addresses	Current Use	Purchase Price
50 S.L Street	Retail Shopping Center	$1,305,000
62-90 S.L Street	Restaurant	$2,180,000

Highest and Best Use Estimate: The Agency plans to redevelop the existing parcels into a second public parking garage to serve the Regional Theater, Livermore Village site and First Street businesses. Estimated Highest and Best Use Value: $3,500,000

Livermore Village Site Traffic Access and Circulation

Property Addresses	Current Use	Purchase Price
39-43 S. Livermore Ave (portion)	Parking lot	$288,850
2056 First Street (portion)	Vacant lot	$170,000

Highest and Best Use Estimate: The Agency plans to redevelop the existing parcels to provide traffic access and circulation to the Livermore Village site. Estimated Highest and Best Use Value: $460,000

Second Street Public Parking

Property Address	Current Use	Purchase Price
2164 Second Street	Parking lot	$225,000

Highest and Best Use Estimate: Property was redeveloped in 1991 to provide a public parking lot downtown. Estimated Highest and Best Use Value: $560,000

Savannah Terrace Affordable Housing Unit

Property Address	Current Use	Purchase Price
318 S. Livermore Ave Unit #112	Housing	$238,627

Highest and Best Use Estimate: The City plans to sell the condominium unit to an income qualified, disabled homebuyer through the Below Market Ownership Housing Program. Estimated Highest and Best Use Value (Appraised Value): $249,000

Downtown Public Parking Garage at Transit Center – Phases 1&2

Property Address	Current Use	Purchase Price
2350 Railroad Avenue	Public Parking Garage	$2,113,008 (all parcels)
APN(98-26-18-4)	Public Parking Garage	
I Street (APN 98-28-1-2)	Vacant	
I Street (APN 98-28-2-1)	Vacant	
159 N. I Street	Vacant	
N.Livermore Ave (APN 98-28-2-1)		
N Livermore Ave (APN 98-28-9-12-6)		

Highest and Best Use Estimate: The properties were acquired by the Agency in 2005. Two sites redeveloped as the first of a two phase parking garage complex.
Estimated Highest and Best Use Value: $16,700,000

Livermore Valley Center – Bankhead Public Plaza & Pedestrian Walkway Access

Property Address	Current Use	Purchase Price
30 S. Livermore Avenue	Public Pedestrian Path & Parking lot	$5,221,362
2450 First Street	Bankhead Plaza & Walkway	
2490 First Street	Rear of Bankhead Plaza/walkway	
(APN 98-4-7-3-2)		

Highest and Best Use Estimate: The Livermore Valley Center and Public Plaza project required the acquisition, assembly and Brownfields clean-up of several underutilized existing automotive and commercial parcels into a performing arts, retail center and public plaza.
Estimated Highest and Best Use Value: $10,750,000

Livermore Valley Center Future Hotel Site

Property Address	Current Use	Purchase Price
2490 First Street (portion)	Automotive Repair	$1,117,174 (portion)
(APN 98-4-7-29-2)		

Highest and Best Use Estimate: The properties were acquired by the Agency to facilitate development of a hotel in the downtown core. Estimated Highest and Best Use Value: $1,600,000

V. CONSIDERATION RECEIVED AND REASONS THEREFORE

The Agency is conveying the Parcels, the Train Depot building and leases to the City in consideration for the City's commitment to use the Property and Train Depot Building in compliance with the Redevelopment Plan and to use its best efforts to retain the successfully completed redevelopment projects that are now in place on the Parcels. The Agency and City contemplate that the City's loan to the Agency for the City Liened Affordable Housing Properties

(see Agreement) will be repaid from the proceeds from their disposition and development. However, if those liens are not repaid, or the property is used for any redevelopment consistent with the redevelopment plan, the Agency shall remain responsible for repaying the principal and interest on the loan to the City.

VI. ELIMINATION OF BLIGHT

The Livermore Redevelopment Agency was established on September 24, 1981 to improve the social, physical, and economic conditions of the Downtown Central Business District. Conditions existing in the Downtown included a loss of business to suburban retail centers, a high vacancy rate in parts of the Downtown, development of parcels created by the railroad realignment through the Downtown, parking problems, poor planning, and urban design.

In an effort to overcome these obstacles, the City Council adopted the Downtown Redevelopment Plan in July of 1982. The Plan, developed by the City's Redevelopment Agency, is directly related to the development objectives of the Livermore General Plan and the Downtown Specific Plan adopted by the City Council on February 9, 2004 and amended on March 30, 2009. Both the Redevelopment Plan and the Downtown Specific Plan consist of a comprehensive and coordinated process aimed at eliminating deterioration and blight, and promoting and enhancing economic revitalization in the City's main commercial areas. The transfer of the parcels from the Agency to the City will ensure that, in the event the legislature eliminates redevelopment agencies within the state as anticipated, redevelopment within the project area can continue. Future development within the project area will play a key role in the elimination of blight – both physical and economic – in the Project Area and directly addresses important Redevelopment Plan goals as discussed below.

To reinforce and enhance the vitality of the downtown as a public and commercial center for Livermore, the Agency made a substantial investment in the revitalization effort to create a downtown core that serves as both a daytime and nighttime activity center. The revitalization effort includes the development of cultural, art, entertainment, commercial, and residential components.

The Agency has determined that implementation of the Redevelopment Plan will assist in the removal of blight by development on underutilized sites; the creating of public spaces; the strengthening of Downtown Livermore as a regional destination location in Livermore; and by providing a catalyst for additional private investment in the Downtown Area. Continued implementation of the Redevelopment Plan will increase employment, both during construction phases and thereafter.

Some parcels subject to the transfer are currently vacant, creating a negative impact on the Project Area and impeding the full realization of investments the City and Agency have made to the Project Area and the Downtown. Therefore, redevelopment within the Project Area will help eliminate blight in the Project Area by ameliorating a physically and economically blighting influence on the Project Area.

Thus, the Agency is entering into this Agreement in order to achieve its objectives to stimulate further development in the downtown area and remove blight in the downtown area.

VII. CONFORMANCE WITH FIVE-YEAR IMPLEMENTATION PLAN

Livermore's Redevelopment Agency was created consistent with State Law in July 1982. The purpose of the Agency is to remove blight and assist with the redevelopment and revitalization of the Project Area. State Law requires that the Agency adopt a series of Five Year Implementation Plans. The current Plan covers the period from 2009 to 2014 and the activities that the Agency undertakes during that period must be generally consistent with the Five Year Plan. The Five Year Implementation Plan includes many goals to facilitate the development of a variety of projects within the Project Area.

The current Five Year Implementation Plan was developed in 2009 and is coordinated with the Downtown Specific Plan. The Downtown Specific Plan is designed to provide both land use and revitalization strategies to help implement the Five Year Plan. The primary intent of the Downtown Specific Plan area is to promote the continued development and revitalization of the City's pedestrian-oriented downtown, providing unique shopping, dining, entertainment, residential, and investment opportunities.

Table of RDA Properties Subject to 33433 Report

APN	Address	Street	Location Description	Parcel Size (s.f.)
097 000102601	62-90	S L ST	Dominoes/Meat Market/Bottle Book	5,765
097 000102602	50	S L ST	KFC	16,814
097-0001-031 (portion)	39-43	S Livermore Ave	parking lot north of 39 S. Livermore Ave	5,278
097 000103600	2068	First Street	Back of Corbett Parcel	3,570
097 001400304	2164	Second Street	Chamber Parking Lot	11,379
097 010801800	318	S Livermore Ave	Savannah Terrace Unit #112	800
098 026001702	2418	Railroad Ave	Parking Structure	55,470
098 026001803	2350	Railroad Ave	Parking Structure	40,839
098 026001804		Railroad Ave	Parking Structure - sliver at rear	500
098 028000102		N I ST	I Street Vacant	6,000
098 028000201		N I ST	I Street Vacant	7,500
098 028000202	159	N I ST	I Street Vacant	7,500
098 028000803		N Livermore Ave	I Street Vacant - 2116 Railroad	2,653
098 028000808		N Livermore Ave	I Street Vacant - 2116 Railroad	1,747
098 040701300	30	N Livermore Ave	LVC Pedestrian Access Pathway	4,443
098 040702600	2450	Railroad Ave	Bankhead Plaza & Walkway	27,922
098 040703002	2490	First Street	Back of Bankhead at pathway	4,732
098 040702902	2490	Railroad Ave	Hotel - 2205 Railroad	36,848

Livermore Village
Parking Structure
Phase 1
Parking Structure
Phase 2
Livermore Valley
Center